

SANTA BARBARA COUNTY SELPA JOINT POWERS AGENCY BOARD

Regular Meeting

Monday, May 6, 2024

Public Session – 12:00 p.m.

Montecito Union School, Art Room

385 San Ysidro Road, Santa Barbara, CA 93108

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. People 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 acting 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. People wishing to make public comments are requested to complete the appropriate form and return it to the Board Secretary.

I. PUBLIC SESSION

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

REF: I-E

II. PUBLIC COMMENTS

Please refer to information above regarding public comment guidelines.

III. PUBLIC HEARING

- A. Santa Barbara County SELPA 2024-2025 Annual Budget and Service Plans
 - 1. Convene Public Hearing Opened _____
 - 2. Discussion and Input
 - 3. Adjournment of Public Hearing Closed _____

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

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

- | | |
|--|-----------|
| A. Minutes of March 4, 2024 Regular Meeting | REF: VI-A |
| B. Ratification of Payment Claims | REF: VI-B |
| C. 2023-2024 Nonpublic School (NPS) Individual Service Agreements (ISA) | REF: VI-C |
| 1. Individual Service Agreement: Elevations Academy RTC | |
| D. 2024-2025 Nonpublic School (NPS) Master Contract & Exhibit A Rates | REF: VI-D |
| 1. 2024-2025 Master Contract | |
| a. Exhibit A Rates Sheet: | |
| E. 2024-2025 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates | REF: VI-E |
| 1. 2024-25 Master Contract | |
| a. Exhibit A Rates Sheet: | |
| F. 2024-2025 Contracts for the Provision of Audiological Services | REF: VI-F |
| 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. Llaurodo | |
| G. 2024-2025 SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern Match and Services Agreement | REF: VI-G |
| 1. Services Agreement: Gianna Famolare – SBCSELPA | |
| 2. Services Agreement: Sandra Guzman – Lompoc Unified School District | |
| 3. Services Agreement: Danielle Zahn – Carpinteria Unified School District | |
| 4. Services Agreement: Alessandra Mae Mittelstet – Orcutt Union School District | |
| 5. Services Agreement: Kerstin Elisabeth Schnopp – Santa Barbara Unified School District | |
| H. 2024-2025 SBCSELPA School Psychologist Internship Placement Agreement | REF: VI-H |
| 1. Internship Placement Agreement: Carpinteria Unified School District | |
| 2. Internship Placement Agreement: Lompoc Unified School District | |
| 3. Internship Placement Agreement: Orcutt Union School District | |
| 4. Internship Placement Agreement: Santa Barbara Unified School District | |

VI. CONSENT AGENDA ITEMS (continued)

- I. SBCSELPA Memorandum of Understanding (MOU) for Professional Services provided to District for 2024-2025 BCBA Hours and Services REF: VI-I
1. MOU for Professional Services: Carpinteria Unified School District
 2. MOU for Professional Services: Hope Elementary School District
 3. MOU for Professional Services: Lompoc Unified School District
 4. MOU for Professional Services: Manzanita Charter School
 5. MOU for Professional Services: Santa Barbara Charter School
 6. MOU for Professional Services: Santa Barbara County Education Office
 7. MOU for Professional Services: Santa Barbara Unified School District
 8. MOU for Professional Services: Santa Ynez Valley Special Education Consortium
- J. Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator REF: VI-J
1. 2024-25 Employment Contract
- K. Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC REF: VI-K
1. 2024-25 Employment Contract
- L. Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Audiologist REF: VI-L
1. 2024-25 Employment Contract
- M. Employment Contract Renewal for Rosy Matos-Bucio SBCSELPA Board Certified Behavior Analyst REF: VI-M
1. 2024-25 Employment Contract
- N. Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Manager REF: VI-N
1. 2024-25 Employment Contract
- O. Employment Contract Renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialis REF: VI-O
1. 2024-25 Employment Contract
- P. Employment Contract Renewal for Deborah Umansky as SBCSELPA Clinical Psychologist Supervisor REF: VI- P
1. 2024-25 Employment Contract
- Q. Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official REF: VI-Q
1. 2024-25 Employment Contract

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

- A. Santa Barbara County SELPA (SBCSELPA) 2024-2025 Annual Budget and Service Plans REF: VII-A

1. Notice of Public Hearing (English/Spanish)
2. Annual Budget Plan for 2024-2025
3. Attachments for 2024-2025
4. Annual Service Plan for 2024-2025

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

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

- B. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Funding of Additional Support Staff at Regency Pre-School for the 2023-24 School Year REF: VII-B

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO regional program request for funding of the additional support staff for Regency Pre-School for the 2023-24 school year as presented.

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

- C. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for Paraeducator Support for Remote Speech Therapy for 2024-25 School Year REF: VII-C

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO regional program request for 2 itinerant paraeducators to support remote SLPs for the 2024-25 school year as presented.

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

- D. Santa Barbara County Education Office (SBCEO) Regional Program Operator Request for funding of Additional Signing Aide for Dunlap Elementary School for the 2024-25 School Year REF: VII-D

1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO regional program request for funding of the additional signing aide for Dunlap Elementary for the 2024-25 school year as presented.

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

VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION (continued)

- E. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VII-E
Request for Funding of Additional Support Staff at Clarence Ruth Pre-School for
the 2024-25 School Year

1. SBCEO Request

It is recommended that the JPA Board approve SBCEO regional
program request for funding of the additional support staff for
Clarence Ruth Pre-School for the 2024-25 school year as presented.

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

- F. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VII-F
Request for Funding of Additional Support Staff at New Horizons A Pre-School for
the remainder of the 2023-24 School Year

1. SBCEO Request

It is recommended that the JPA Board approve SBCEO regional
program request for funding of the additional support staff for New
Horizons A Pre-School for the remainder of the 2023-24 school year
as presented.

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

- G. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VII-G
Request for an Additional 1.0 FTE School Nurse for Assessments to Cover the
Santa Maria, Orcutt, and Lompoc Regions for the remainder of 2023-24 and
2024-25 School Year

1. SBCEO Request

It is recommended that the JPA Board approve SBCEO regional
program request for an additional School Nurse for Assessments to
Cover the Santa Maria, Orcutt, and Lompoc Regions for the
remainder of the 2023-24 and 2024-25 school year as presented.

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

- H. Santa Barbara County Education Office (SBCEO) Regional Program Operator REF: VII-H
Request for Funding of Additional Support Staff to Support Nurses in Orcutt Union
and Santa Maria Bonita School Districts for the 2024-25 School Year

1. SBCEO Request

It is recommended that the JPA Board approve SBCEO regional
program request for funding of the additional support staff to Support
Nurses in Orcutt Union and Santa Maria Bonita School Districts for
the 2024-25 school year as presented.

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

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

- I. Interagency Agreement (IAA): Tri-County Regional Center (TCRC) and SBCSELPA Part C-B

REF: VII-I

1. Interagency Agreement with marked revisions
2. Interagency Agreement in final form

It is recommended that the JPA Board approves the proposed updated IAA with SBCSELPA and TCRC for Part C as presented.

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

- J. 2024-2025 Deferred Maintenance Projects

REF: VII-J

1. Santa Maria Bonita, Bldg. 160 @ Bruce
2. SBCEO Cathedral Oaks #22, MTU (D)
3. SBCEO Cathedral Oaks #23 Itin. G

It is recommended that the JPA Board approves funding of the annual deferred maintenance projects scheduled for 2024-2025 as presented.

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

- K. Goleta Union School District (GUSD) DHH Regional Itinerant Service Providers Program Transfer Plan

REF: VII-K

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

It is recommended that the JPA Board approves the Goleta Union School District DHH program transfer plan as presented.

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

VIII. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION

- A. Second Interim Financial Report Analysis and Recommendations

REF: VIII-A

- B. SBCSELPA 2024-2025 Proposed Adopted Budget

REF: VIII-B

1. **Proposed Adopted Budget Fiscal Year 2024-2025 Presentation**

Presenter: Rachel Wigle, SBCSELPA CBO

2. Proposed Adopted Budget

- C. Santa Barbara County SELPA Local Plan Revision, Section 9, AB 602 Special Education Fiscal Allocation Plan – Proposed changes from Funding Model Committee *(First Reading)*

REF: VIII-C

1. L.P., Section 9 with marked revisions
2. L.P., Section 9, in final form
3. L.P., Section 9, excerpt only with marked revisions

- D. JPA Board Membership Term Expirations on June 30, 2024

REF: VIII-D

- E. Transition IEP and Paraprofessional Data from LEA Survey

REF: VIII-E

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

- F. SBCSELPA Professional Development Calendar for May 2024 REF: VIII-F
 - 1. SBCSELPA Professional Development Offerings Booklet (Updated April 2024)
 - 2. SBCSELPA Professional Development Plan for 2024-2025
- G. 5th Annual SELPA-Bration Winners Announcement REF: VIII-G
- H. LEA/District Costs Associated with Due Process SBCSELPA Year-to-Date Account Balances REF: VIII-H
- I. SBCSELPA Legal Fees Year-to-Date Reserve REF: VIII-I
- J. Nonpublic School (NPS) Year-to-Date Placement Expenditures REF: VIII-J

IX. **MISCELLANEOUS AGENDA ITEMS**

- A. Items Proposed for Future Action or Discussion
- B. Next Scheduled JPA Board Meeting: Date: **June 3, 2024**
Time: 12:00 p.m.
Location: **2 Locations - TBD**

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

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

XI. **CLOSED SESSION**

- A. **Confidential Nonpublic School (NPS) Student Updates**
- B. **Evaluation of the SBCSELPA Executive Director, Ray Avila**
- C. **CONFERENCE WITH LABOR NEGOTIATOR** *(Government Code §54957.6)*
Agency Designated Representative: Ray Avila
SBCSELPA Unrepresented Employees: Classified & Certificated Staff

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

SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

May 6, 2024

1) Due Process/Dispute Updates –

We currently have one (1) Due Process filing and one (1) CDE Investigation.

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

We have a total of seven (7) SBCSELPA funded NPS placements and one (1) pending.

3) Special Education Finance Update –

The State SELPA Finance Committee shared a presentation titled, “Special Education Finance and Budgets in Times of Change” (SEE REF: I-E.1). Highlights from this presentation include staffing shortages, CA Special Education Statistics, LCFF for all students, local contribution data, and funding related to student achievement.

4) Special Education Legislation –

The State SELPA Association hosted the annual Legislative Sharing Day event in Sacramento on Wednesday, May 1st. The SBCSELPA Executive Director participates on the Legislative Committee and chaired this annual conference. Approximately 250 participants attended the morning event with teams that later visited their local legislators in the afternoon at the State Capitol Annex Building. The SBCSELPA, SLO County SELPA, and Ventura County SELPA Executive Directors led a group who visited the offices of Senator Monique Limon’, and Assembly Members Gregg Hart and Dawn Addis. Kudos to all who participated in this lobbying effort on behalf of our students with disabilities! (SEE REF: I-E.2, meeting agenda).

5) CDE Special Education Compliance Items –

Personnel Data Reports (an annual compliance item) were due to CDE by April 30th. SBCSELPA collected and reviewed all 25 LEA’s reports and submitted them to CDE by April 22nd. Congratulations and much appreciation to the wonderful staff from all 25 LEAs in the SBCSELPA membership who completed this task in a timely manner!

6) Special Education Resources –

Jennifer Rowe Gonzalez, special education attorney, provided to our State SELPA Association a legal presentation titled, “Year in Review Legal Update” (SEE REF: I-E.3) that highlighted the following: Office of Administrative Hearings (OAH) legal trends, a variety of past legal cases, manifestation determination examples, statute of limitations (COVID cases) to name a few.



Yolo County
OFFICE OF
EDUCATION



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Special Education Finance and Budgets in Times of Change

REF: I-E.1

January 10, 2024

Presented By:

Patrick McGrew

Assistant Superintendent, Yolo County SELPA

Anjanette Pelletier

Director, Management Consulting Services

Dr. Anthony Rebelo

Associate Superintendent, Trinity County SELPA

Disclaimer

The workshop materials and all discussions of these materials are for instructional purposes only and do not constitute legal advice. If you need legal advice, you should contact your local counsel.

3 Kanji for Crisis = Dangerous & Opportunity

危機

New Teams and Partners

Statewide postings as of January 1, 2024

- 12 Chief Business Official or Assistant/Associate Superintendent of Business Services
- 15 Certificated Management Fiscal Services
 - Director, Assistant Director, Manager
- 224 Classified Fiscal Services positions
 - Director, Assistant Director, Senior Clerk, Clerk, Specialist, Analyst, Coordinator, Technician, Manager, Advisor, Accountant

And more to come in the next months...

New Challenges and Opportunity for Change

- Statewide declining enrollment leading to reduced revenue
- Statewide chronic absenteeism impacting services and revenue
- One-time funds ending or being shifted due to budget challenges
- Reduced funding opportunities means increased collaboration and communication
- Increased data collection and fiscal monitoring
- Increased program monitoring and compliance tracking with fiscal implications

4

Crises in Special Education

Recruitment, Retention and Retirements

- Recruiting and retaining qualified staff to support sustainable programs and budgets
- Building qualified staff from within
- Long term planning for staff who are retirement eligible—creating sustainable staffing and budget building
- Impact of changes at the Special Education Local Plan Area (SELPA) level—
Superintendents and Business Officials can dramatically impact local discussions of allocation policy

Staffing Pressures and Contracted Agencies

- Programmatic challenges leading to an explosion of contracted services providers
- Employees want more support, more flexibility, and more resources to complete their work
- Local educational agencies (LEAs) are struggling to staff existing openings due to a variety of issues, including low unemployment, high minimum wage, challenges of work, internal barriers that schools create, maintain, or reinforce

5

Special Education Statistics

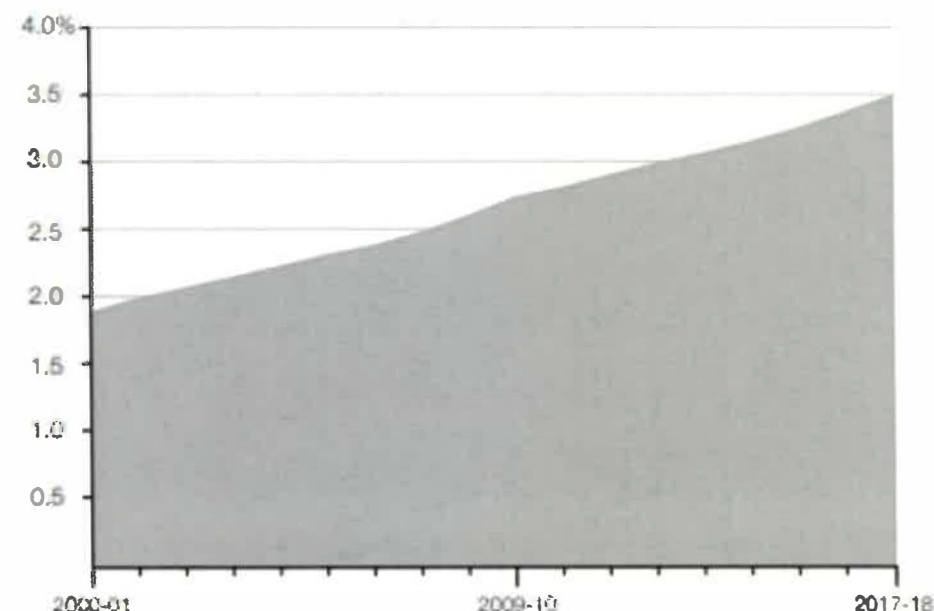
- Schools must serve students with disabilities (SWDs) ages 3-22, and some serve ages 0-3
- The number of SWDs in the US rose to 7.3 million, or 15% of students enrolled in public schools in 2021-22—the highest percentage ever
- There were 813,529 SWDs in California, or 13.9% of the student population in 2021-22
 - Enrollment is declining across the state while pupil count for SWDs is increasing
- Incidence of disabilities such as Autism and Other Health Impairment continue to rise
- Specific Learning Disability and Speech and Language Impairment are the most prevalent disability conditions in the U.S.
 - Boys outpace girls in eligibility for special education services
 - Black, Hispanic, and American Indian/Alaskan Native students are identified at much higher rates than their incidence of enrollment in the U.S.

Reference material from National Center for Education Statistics: [Fast Facts \(ed.gov\)](https://nces.ed.gov/ipeds/data/fast_facts/)

6 Changes in Students Served in Special Education

- Number of students with severe disabilities has doubled since 2000-01
- This increase is due to a notable rise in Autism, which affected about 1 in 600 students in 1997-98 compared to about 1 in 36 students in 2023
- Developmental delays, disorders, or disabilities are common among US children
- 1 in 6 children ages 3-17 has one or more developmental disabilities

Share of Students With Relatively Severe Disabilities Has Increased
Share of Overall Student Enrollment



[Increase in Developmental Disabilities Among Children in the United States | CDC](#)

LAOA

6

Funding in California

- Find a partner
- Share your foundational knowledge of funding in California
- Share your foundational knowledge of special education funding
- What are your needs to improve your knowledge and capacity around these topics?

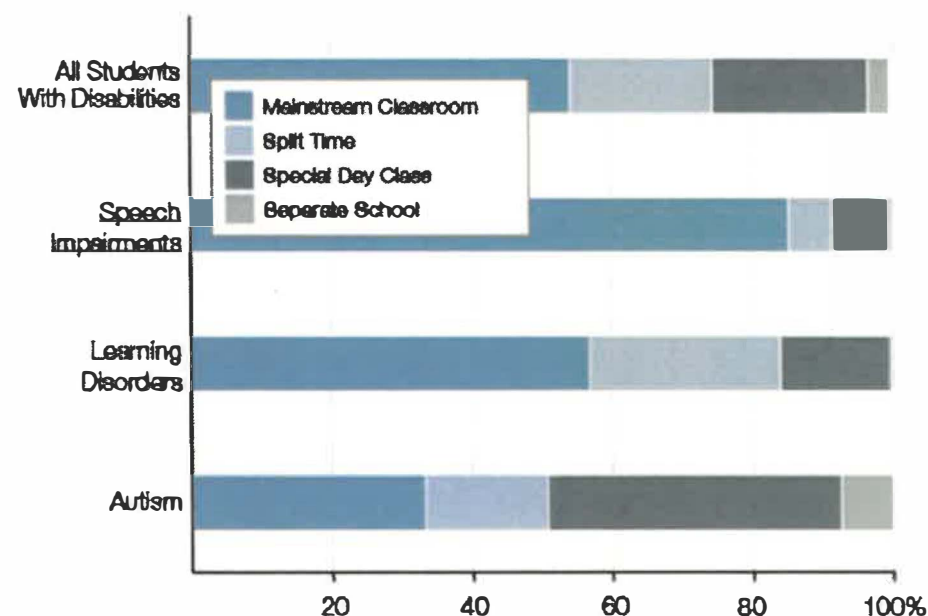
8

Special Education Services in the General Education Environment

- Federal law requires students to be educated with general education peers in the least restrictive environment (LRE)
 - LRE is a main tenet of special education law and requirements
- The primary consideration for LRE must first be the general education environment for all
- Student outcomes have not been strong
 - Chronic absenteeism has increased
 - SWDs have high rates of suspension
 - SWDs have low standardized test scores
 - SWDs have the lowest graduation rates

Majority of Students With Disabilities Are Educated in Mainstream Classrooms

Share of Students in Each Setting by Disability, 2016-17



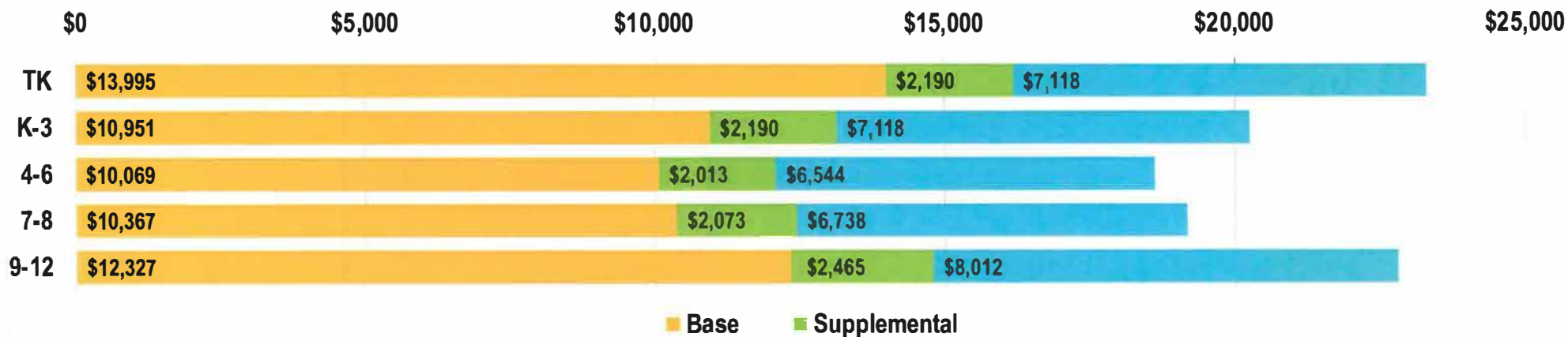
LAOA

9

LCFF for All Students

- Local Control Funding Formula (LCFF) revenues are generated by average daily attendance (ADA) and are meant for all student populations, including SWDs
 - Supplemental funding is 20% of base amount multiplied by total Unduplicated Pupil Percentage (UPP)
 - Concentration funding is 65% of base amount multiplied by UPP above 55%

Projected LCFF Per-Student Rates
Based on 2023-24 Enacted Budget



Source: California Department of Education (CDE)

Additional Resources at: [The Local Control Funding Formula for School Districts and Charter Schools](#)

10 Leveraging Funds for Student Achievement

LCFF Funding and State Revenue Local General Fund contribution (Resource Code 0000)

- **LCFF Base**
 - For all students and basic operations of the LEA
- **LCFF Supplemental/Concentration**
 - For unduplicated pupils (socio-economically disadvantaged, English learners, foster youth)
- **Other State Revenue**
 - Lottery
 - Mandated Cost Reimbursement
 - Expanded Learning Opportunities Program (ELOP)
 - State Mental Health (Resource 6546)
 - Medi-Cal Administrative Activities
 - Universal Transitional Kindergarten (UTK)
 - Universal Preschool (UPK)



State Special Education Revenue Assembly Bill (AB) 602

State aid through the AB 602 formula
allocation Standardized Account Code
Structure (SACS) Resource Code 6500

Grants to Expand Inclusive Practices

- **Supporting Inclusive Practices (Resource Code 3326)**
- **Inclusive Early Education Expansion Program (IEEEP) (Resource Code 6128)**
- **Early Intervention Preschool Grant (EIPG) (Resource Code 6547)**

Local Contribution

- Most LEAs contribute from the local General Fund to special education
- LCFF per ADA revenues are the base funding for all students
- Federal and state revenues for special education are supplemental to the LCFF
 - Local contribution to special education is an intended part of the funding model
 - Federal underfunding of special education shifted \$24 billion nationwide to states and districts in 2020
 - California reality is only 9% of excess costs are covered by federal revenues

Special Education Is Relatively Costly

Average Expenditures Per Student, 2017-18

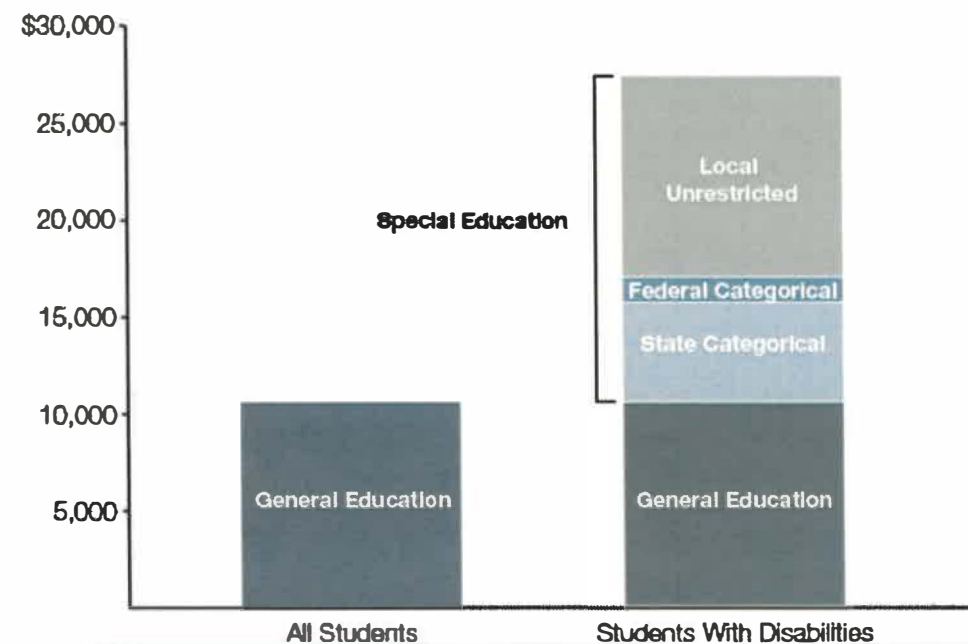


Image from Outcomes for Students with Disabilities, Legislative Analyst's Office (LAO) 2019

Special Education Funding

Special education means specially designed instruction, *at no cost to the parent*, to meet the unique needs of individuals with exceptional needs, including instruction conducted in the classroom, in the home, in hospitals and institutions, and other settings, and instruction in physical education—*Education Code Section (EC §) 56031(a)*

Special education programs require funding from federal, state, and local sources

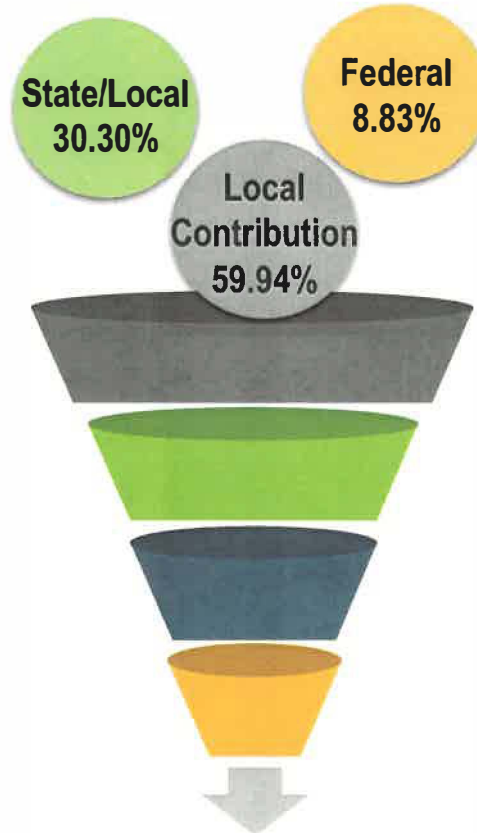
***An excellent resource from the Congressional Research Service:
[IDEA Funding: A Primer \(2019\)](#)***

13

Special Education Funding Sources

AB 602
State aid through the AB 602
formula allocation

Other State Sources
Workability, Infant funds



Local

Local General Fund contribution, LCFF, other local funding for all students, including SWDs

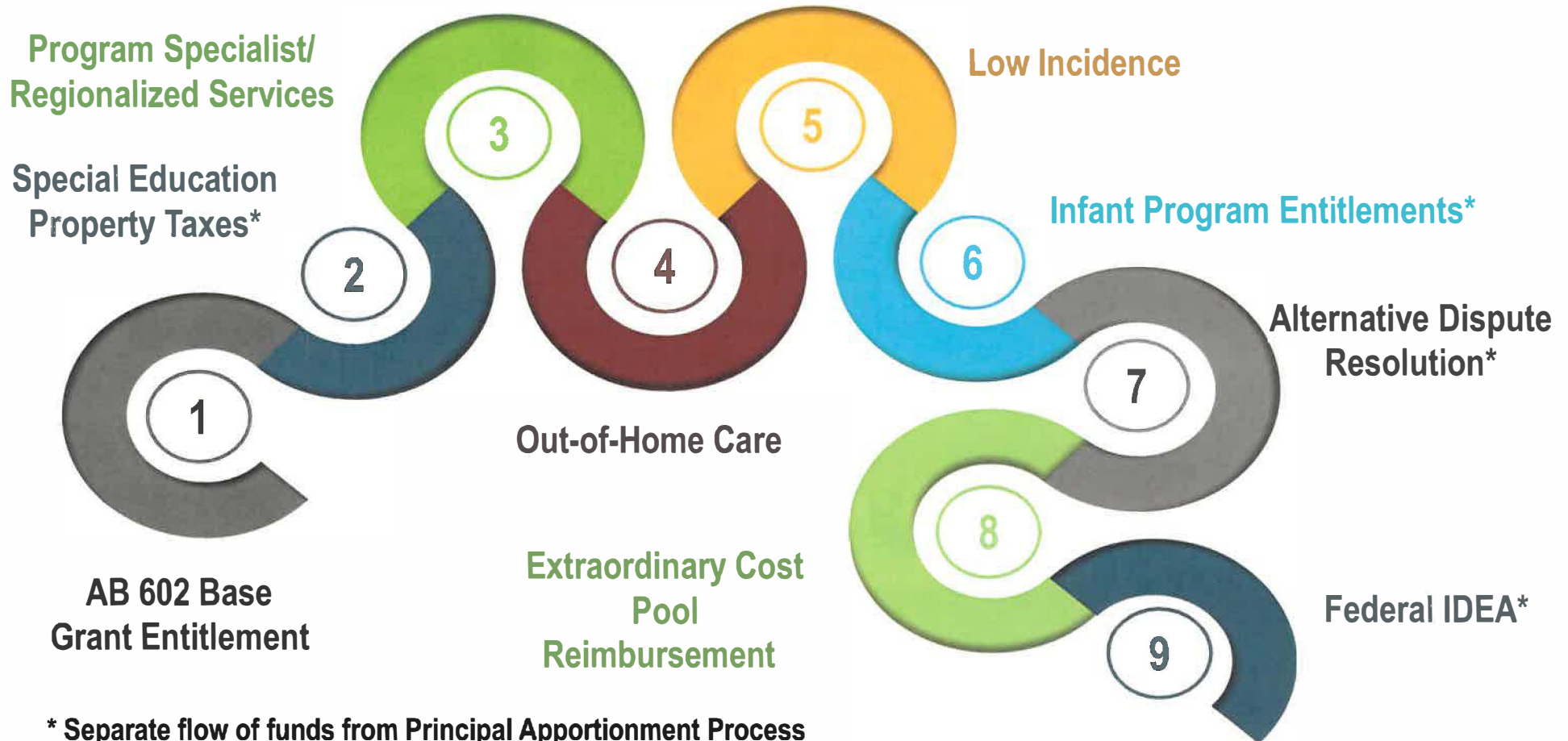
Federal

Federal aid from Individuals with Disabilities Act (IDEA) sources

SPECIAL EDUCATION FUNDING

14

Revenue Components in Special Education



15 Special Education Funding—Restricted Revenues

Federal Funding

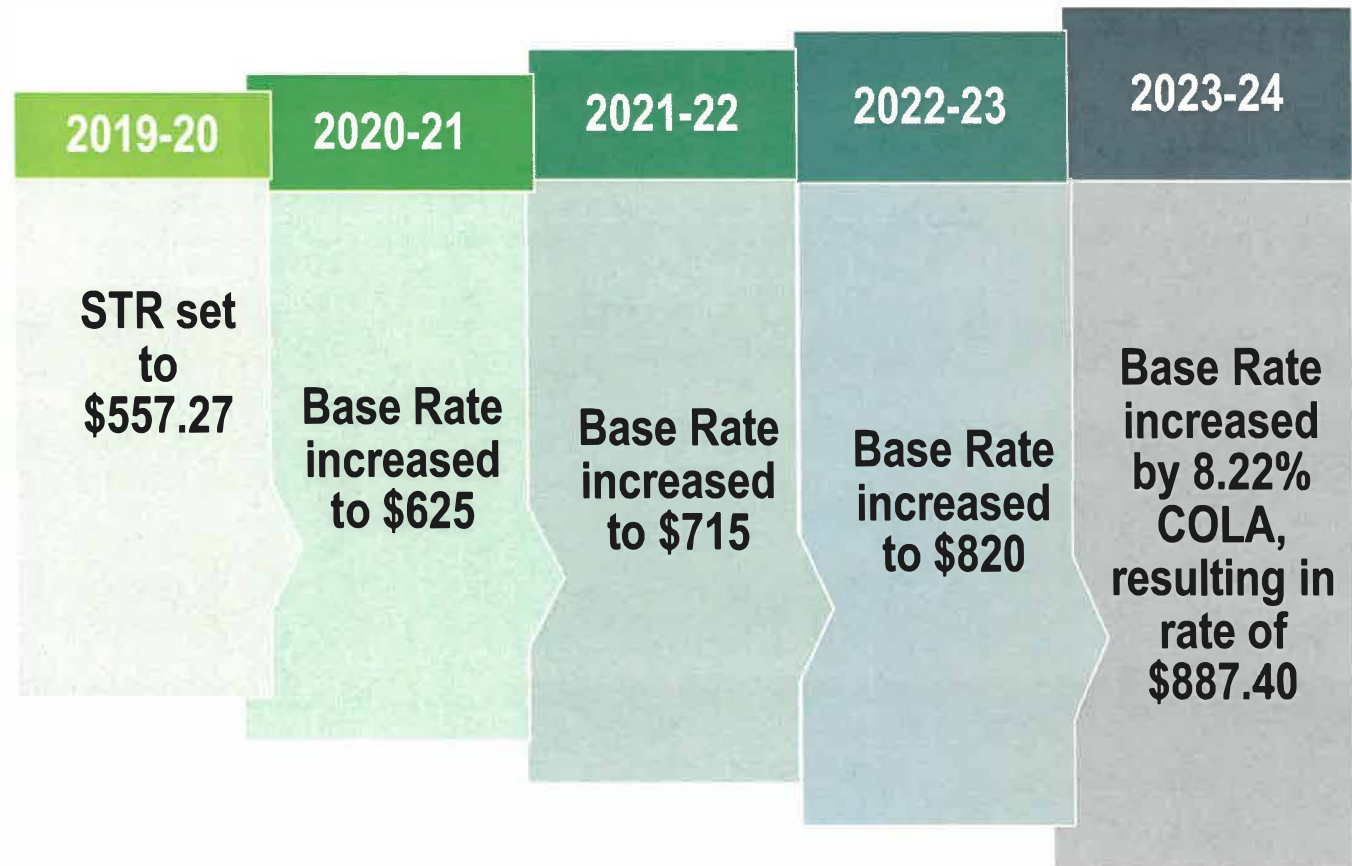
- Federal aid from the IDEA (Resource Codes 3305-3395)
 - IDEA funds are based on prior-year ADA, with 15% based on free or reduced-price lunch pupil count
- IDEA Part C to B: Infant-Toddler funds
- IDEA Part B: Local assistance, including mental health
- IDEA Part B: Preschool funds—per-pupil count on Census Day
- IDEA alternative dispute resolution

State Funding

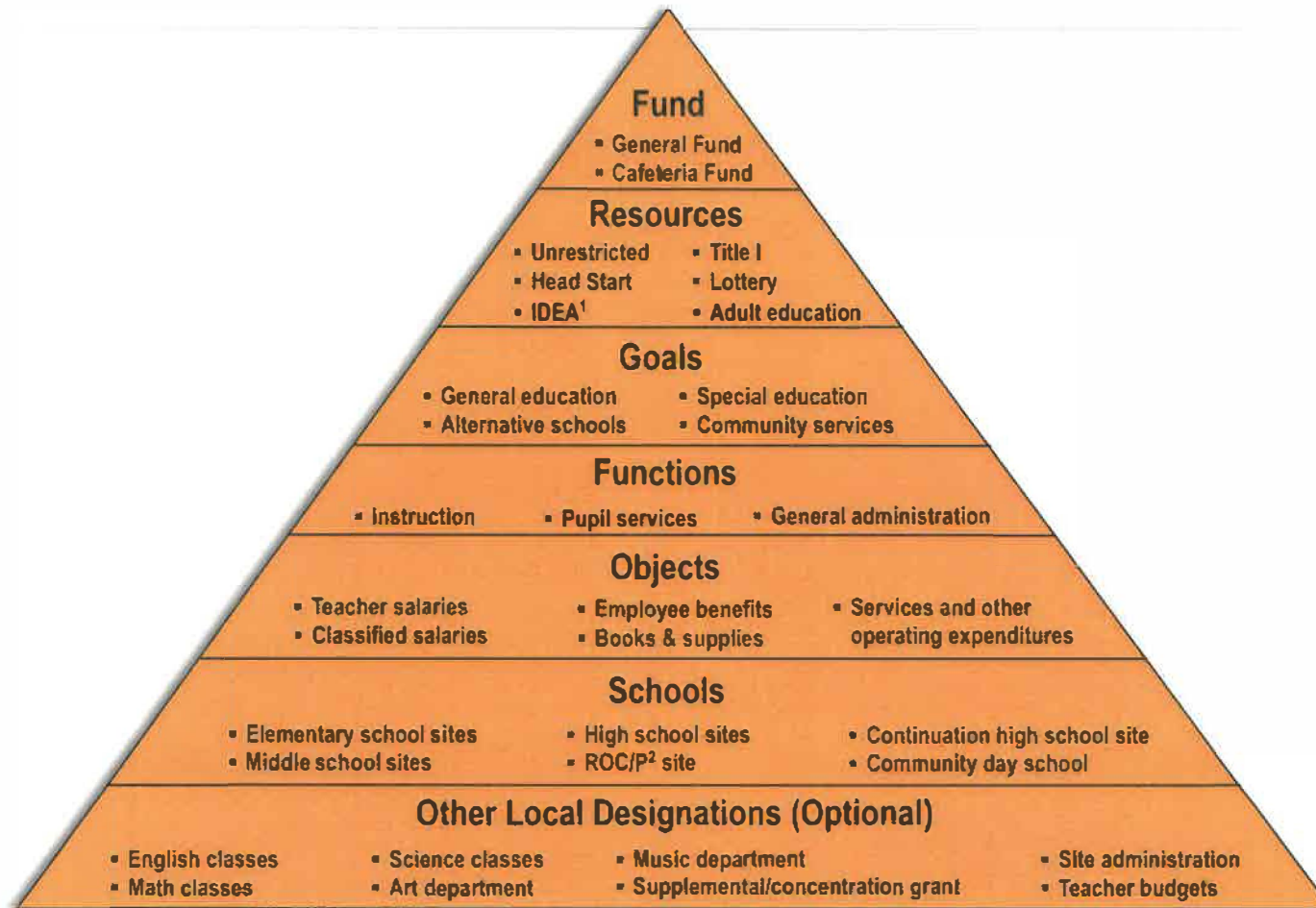
- AB 602 Funding (Resource Code 6500)
 - Base funding entitlement
 - Special Education Property Taxes
 - Out-of-Home Care (OOHC)
 - Low incidence
 - Program Specialist/Regionalized Services (PS/RS)
- Medi-Cal LEA Billing Option Program (Resource Code 5640)
- State Infant Discretionary (Resource Code 6515)
- Workability (Resource Code 6520)

AB 602 From 2019-2024

- 2018-19 Statewide Target Rate (STR) is equal to average SELPA funding in California
- In 2019-20 STR was set to \$557.27 for all SELPAs funded below the average rate
- Base rate replaced STR in 2020-21 and increased dramatically through 2022-23
- Current law states that AB 602 funding increases by cost-of-living adjustment (COLA)



17 School Services of California Inc.—SACS Budget Pyramid



¹Individuals with Disabilities Education Act ²Regional and Occupational Center/Program

How does the Money Flow?

19 Understanding the Principal Apportionment Process

- The Advance Principal Apportionment (Advance) by July 20, is based primarily on PY funding and establishes the monthly payment amount for July to January
- The First Principal Apportionment (P-1) certified by February 20 is based on first period attendance data and establishes the monthly payments for February to May
 - P-1 supersedes the Advance calculation
- The Second Principal Apportionment (P-2) certified by June 25 is based on the second period attendance data and determines the final state aid payment for the fiscal year (FY)
 - P-2 supersedes P-1
- The Annual Apportionment (Annual), certified by February 20 the following year, is based on the annual data LEAs report to the CDE
 - Annual supersedes P-2
- Annual is recertified three times, known as Annual R1, R2, and R3, based on corrected data LEAs submit at specific times and data corrections are reflected in subsequent years' certifications

Principal Apportionment Schedule

Month	Amount Monthly Payment Is Calculated On	EC Section 14041(a)(2) ¹ Type 1	EC Section 14041(a)(6) ² Type 2	EC Section 14041(a)(7) ³ Type 3
July	Advance Apportionment Total	5%	15%	15%
August	Advance Apportionment Total	5%	15%	30%
September	Advance Apportionment Total	9%	15%	30%
October	Advance Apportionment Total	9%	15%	15%
November	Advance Apportionment Total	9%	0%	0%
December	Advance Apportionment Total	9%	0%	0%
January	Advance Apportionment Total	9%	6%	6%
February	Balance due - difference between P-1 and payments through January	20% or 1/5 of balance due	20% or 1/5 of balance due	No payments in P-1 Period
March	Balance due - difference between P-1 and payments through January	20% or 1/5 of balance due	20% or 1/5 of balance due	No payments in P-1 Period
April	Balance due - difference between P-1 and payments through January	20% or 1/5 of balance due	20% or 1/5 of balance due	No payments in P-1 Period
May	Balance due - difference between P-1 and payments through January	20% or 1/5 of balance due	20% or 1/5 of balance due	No payments in P-1 Period
June	Balance due - difference between P-2 and payments through May	Balance due	Balance due	Balance due

¹School districts other than the districts that meet the criteria for payment types 2 and 3 are paid pursuant to this schedule.

²School districts with less than 5,000 average daily attendance (ADA) in 1979-80 and which received between 39% and 74% of their total revenue limit from local taxes in 1979-80 are paid pursuant to this schedule.

³School districts with less than 5,000 ADA in 1979-80 and which received 75 percent or more of their total revenue limit from local taxes in 1979 are paid pursuant to this schedule.

What are the Revenue Sources?

22

Special Education Funding Exhibits

Current exhibits: [Special Education—Allocations & Apportionments](#)

- Select the report for review: SELPA LEA AB 602, OOHC, Mental Health, Infant, etc.
- Select 2022-23 P-2 Special Education Exhibits
- Select Period: 2022-23 P-2
 - Select Entity
 - Select Program
 - Select SELPA or LEA
 - Preview Report
 - Save as PDF/Excel

Second Principal Apportionment (P-2)
Fiscal Year 2022-23

Period: 2022-23 P-2 ▼

Entity: SELPA Admin Unit ▼

Program: ▼

Infant Entitlement

Mental Health Services

Out-of-Home Care Funding

SELPA Base Grant Funding

SELPA LEA AB602 ADA

SELPA Special Education Funding Exhibit

SELPA Special Education Funding Exhibit - Charter SELPA

SELPA Special Education Funding Exhibit - LA Court

SELPA Special Education Local Revenue

SELPA TOTAL AB602 ADA

California Department of
1430 N Street
Sacramento, CA 95814

Apportionment Section

Low Incidence Funds—EC § 56836.22

- Low incidence disability includes hearing impairments, vision impairments, and severe orthopedic impairments—EC § 56026.5
- The CDE calculates funding by dividing the total number of pupils with low incidence disabilities as reported on the prior-year (PY) low incidence pupil count via CALPADS on Census Day
- SELPA allocation policy determines use of funds and distribution of resources for equipment, materials, and/or specialized services



- Prior to 2020, low incidence apportionments were very low
 - Allocation policies may include regionalized cost pools for equipment, materials, or services
 - When revenue was below \$500 per eligible SWD, this made sense
- 2023-24 apportionments at \$3688 per eligible SWD
 - LEAs may wish to have more local control over use of funds for services and staff salaries

OOHC Program—EC § 56836.168

- Prior to 2021-22, funding was based on the bed count data for group homes and foster pupil count data captured in the 2016-17 census
- A new methodology for calculating the OOHC allocation was implemented in 2021-22
 - Funding for community care, intermediate care, and skilled nursing facilities is based on pupil count data collected by the California Department of Social Services as of April 1 every year
 - Foster youth count is captured via CALPADS throughout the school year
 - For system-served youth in Short-Term Residential Treatment Programs, an average daily population calculation is computed
 - Charter-only SELPAs receive an allocation for foster youth only
 - Rates receive a COLA increase annually
 - Adjustments will occur at Annual Certification each following February
 - When funds exceed entitlements, funds shall be proportionally allocated to SELPAs

Please refer to the 2020-21 LAO report—[Updating the Special Education Out-of-Home Care Funding](#)

25

Extraordinary Cost Pool—EC § 56836.20

One pool with
\$20 million available
for reimbursement for
high-cost programs
for a single SWD

Threshold is updated
annually by COLA
and all claims must
be submitted for the
PY by October 30th

Claims prorated if
claims exceed the
amount appropriated



SELPA's are eligible to submit
claims for costs exceeding the
threshold amount on the
Principal Apportionment Data
Collection (PADC) web
application

Costs for mental health, room
and board, residential care
services, legal expenses, and
parent travel are not eligible
for reimbursement under the
program

EC § 56836.20; Budget Item 6100-161-0001(1)(16)(b)

Revenue Generation: Medi-Cal LEA Billing

LEA Billing Option Program

- Billing for certain services
- Logs record keeping
- New reporting, new flexibility, new funds
- Collaborative required
- Money must be reinvested in program that generated
- Audits
- New opportunities may exist with the enacted laws about insurance funding school provided services

Medi-Cal Administrative Activities

- Reimbursement for activities which connect students/families to services
- Unrestricted—does not have to be used on those who generated funds
- Training
- Recordkeeping
- Audits



27 Collaborative Expenditure Conversations

- Expenditures in unrestricted resources
 - Should they be in special education?
 - Charging the PCRA factors for special education?
- Legal costs
 - Consultation with lawyers, training, and support
 - Due process filings and compliant defense
 - Settlement agreements for services to specific student
- Potential non-special education costs
 - Nurses, psychologists, counselors, behavior support
 - Management
 - Supplies
 - Professional development
 - Technology

**PCRAF = Program Cost
Report Allocation**
This is a calculation for the
distribution of general
administration costs
amongst LEA categorical
programs



28 Early Intervention Preschool Grant—EC § 56836.40

- SACS Resource/Revenue Code 6547/8590
- PCA 24462
- Legal authority
 - EC § 56836.40 Budget Item 6100-161-0001(2), Provision 23
- Total grant award of \$260 million, apportioned to LEAs based on current-year first grade SWDs identified in CALPADS on Census Day
 - [Early Intervention Preschool Grant](#)
 - LEAs can view entitlements via the [Principal Apportionment Funding Exhibits](#)
- Funding to ensure provision of appropriate interventions and services before the pupil falls behind academically
- Focus on evidence-based services and resources that directly support the school readiness of infants, toddlers, and preschoolers with a targeted focus on providing services in inclusive settings
- LEAs are combining efforts with Supporting Inclusive Practices Grants, TK and UPK resources, and the ELOP to enhance inclusive access, materials, and facilities

State Mental Health Funding—EC § 56836.07

- State SACS Resource Code 6546
- Advance rate is \$80.9163599137 for state mental health in 2023-24
- Will be updated as ADA information comes in at P-1 and P-2
- Census will be current-year Census Day ADA
- Unrestricted revenue for any mental or behavioral health purpose
 - In 2023-24, funds shifted to LEAs
 - Amounts will be updated at P-1 in February 2024
- Any goal code allowed if it is related to mental or behavioral health services
- Commonly used to support SWDs
- Not required to use a 5XXX goal



Home-to-School Transportation—EC § 39800.1

- **State SACS Resource and Revenue Codes 0000 / 8590**
 - **Must use Function Code 3600**
 - **Do not have to use a Goal Code 5xxx**
- **Home-to-School (HTS) Transportation Reimbursement provides funding for school districts and COEs based on the PY eligible transportation expenditures and PY LCFF transportation related add-on funding**
 - **School districts and COEs are required to develop a HTS transportation plan and describe how transportation services are accessible for SWDs**
- **Increased funding intended to support expansion of HTS transportation services for certain grades and pupils**
 - **Special education transportation under IDEA is an entitlement**
 - **HTS transportation for all students includes SWDs**



Policy and Monitoring Implications

32 Impacts of State Funding Policy on Special Education

Education Funding Policy

- Funding based on funded ADA versus enrollment
- One-time funds used for long-term needs
- New funds for inclusive practice available
- Alignment of special and general education plans and funding not yet achieved
- Investments in early education and intervention
- Investments in literacy, including universal screening for dyslexia and reading difficulties separate from special education

Special Education Funding Policy

- EC § 56836.148

For the 2023-24 FY, each SELPA shall, at a minimum, allocate special education funding to all of its member LEAs equal to the total sum of base grant funding, calculated pursuant to this section, allocated to all of its member LEAs in the 2022-23 FY multiplied by the sum of (COLA), as defined in paragraph (1) of subdivision (b) of Section 56836.142 for the 2023-24 FY, and then multiplied by the sum of one plus the percent change in funded ADA of its member LEAs from the 2022-23 FY to the 2023-24 FY pursuant to Section 56836.144.

33 SELPA Funding and Policy Changes for 2023-24

**SELPA base rate
is \$887.40
per ADA**

- Each LEA's highest ADA for current, prior, or second prior-year results in SELPA base grant total

Policy Adjustments

**CDE required to
post all Local
Plans**

- Continues efforts to improve transparency
- Local Plans will now be posted on SELPA, LEA, and CDE websites

**Single-district
SELPA
moratorium
extended**

- Prohibits new single-district SELPA Local Plans through July 1, 2026
- EC § 56195.3(b) provides requirements and timelines for potential new single-district SELPAs

Fiscal Implications of Compliance Monitoring

Compliance Monitoring of all Types

- Compliance and Improvement Monitoring (CIM) extends beyond special education
- LEAs are monitored on multiple sources of data, activities, and student outcomes
- Overlap of monitoring systems and lack of alignment mean teams may attempt to cover many topics or are working at cross purposes
- Many CIM activities have unfunded LEA costs, such as training, time, and resources to complete activities and reporting
- Local Control Accountability Plan and COE monitoring activities should be aligned for maximum impact

Comprehensive Coordinated Early Intervening Services (CCEIS)

- Federal regulations require identified LEAs to reserve 15% of IDEA funds to provide prevention and early intervention to students aged 3 to grade 12
- Increases local contribution and shifts precious federal resources
- LEAs must track students who receive CCEIS up to two years after the services are received
- LEAs must report quarterly to the CDE their progress and expenditures for CCEIS
- All CCEIS funds must be expended by the end of the 27-month period

Budget Planning and Fiscal Monitoring



Planning an Annual Cycle of Monitoring

Ask the following questions:

- What can you do to monitor the impact of special education budgets locally?
- How does your team document any changes to budget or expenditures?
- How often should you track changes?
- What practices would improve local collaborative conversations?



Things to consider . . .

- Ensure flexibility to respond to increased student needs
- Ensure programs are designed for current and future needs
- Right size budgets to take advantage of opportunities to plan for shifts in the future
- Include monitoring practices in year-round budgeting activities

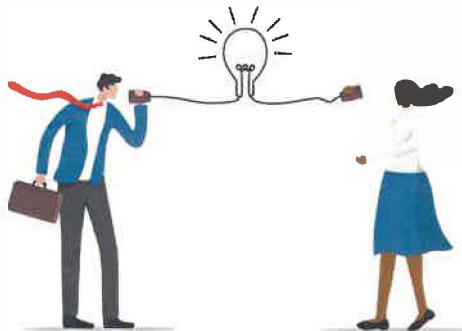
Communication Is Key

Opportunities for Collaboration

- Regular meetings between departments ensure shared understanding of revenues, expenditures, and adjustments to budgets

Align Planning with Requirements

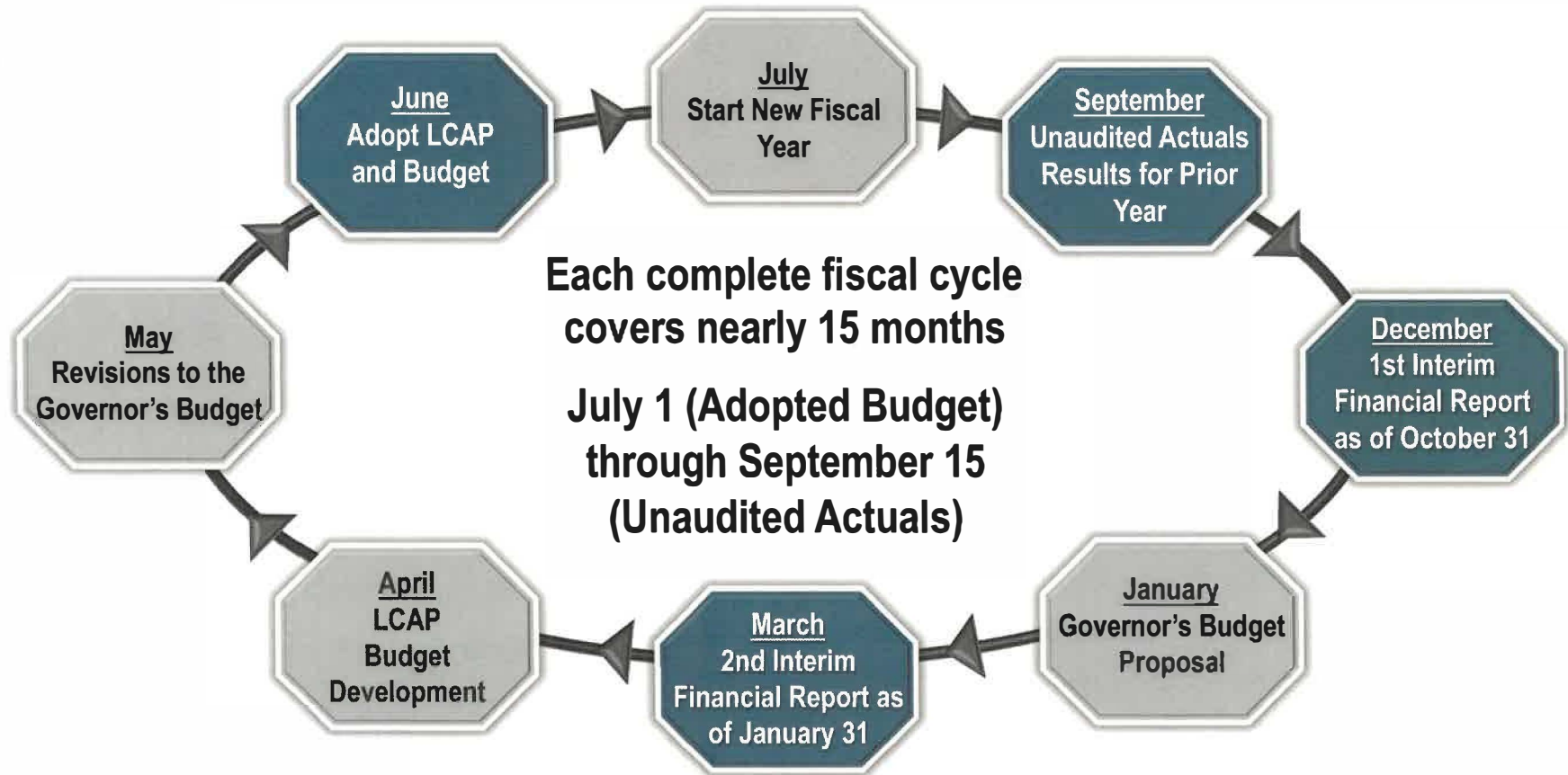
- Alignment of compliance monitoring and LEA strategic plans, including the LCAP, increases effectiveness and efficiency of programs



Fiscal Timelines and Dates

Budget Adopted	July 1
First Interim due to COE <i>For the period ending Oct. 31</i>	December 15
Second Interim due to COE <i>For the period ending Jan. 31</i>	March 15
End-of-Year Closing Activities	July 1 – Sept 15
Final Close of Books	September 15
MOE Submission to CDE	November 15

Budget/Financial Cycle



39

Calendar of Important Events—Budget Update and Planning Process

July-August	<ul style="list-style-type: none"> ➤ 45-Day Budget Revision* ➤ Update revenue and expenditure projections based on the Enacted Budget ☑ Document maintenance of effort exemptions from June 2023 for future use
September	<ul style="list-style-type: none"> ☑ Update enrollment, average daily attendance, and unduplicated pupil percentage projections ➤ Review position control reports ➤ Update salary and benefits projections ➤ Update/finalize service agreements ☑ Review out-of-district placements ☑ Review annual equipment purchases
October	<ul style="list-style-type: none"> ☑ California Longitudinal Pupil Achievement Data System (CALPADS) Fall reporting: October 4-December 15* ☑ Federal grant expenditure reports: PY Report 4, Prior PY (PPY) Report 7, Prior PPY Final Report* ☑ Nonpublic school (NPS) Extraordinary Cost Pool Reimbursement by October 31*
December	<ul style="list-style-type: none"> ☑ Presentation and adoption of First Interim budget to the governing board* ➤ First Interim budget submitted to county office of education by December 15* ➤ Review special education maintenance of effort actuals interim (SEMAI) and adjust as necessary

*Legal deadlines and/or requirements

Calendar of Important Events—Budget Update and Planning Process

January - February	<ul style="list-style-type: none"> ➤ Governor's State Budget proposal ➤ Federal grant expenditure report Current Year Report 1 due 30 days after the end of the quarter ➤ LCAP interest holder meetings and plan development ➤ Preparations for necessary reductions in force
March	<ul style="list-style-type: none"> ➤ Reductions in force notice and board adoption by March 15* ➤ Budget development for special education aligned with program projections
April	<ul style="list-style-type: none"> ➤ Governor's State Budget proposal ➤ Federal grant expenditure report Current Year Report 1 due 30 days after the end of the quarter ➤ LCAP interest holder meetings and plan development ➤ Preparations for necessary reductions in force
May-June	<ul style="list-style-type: none"> ➤ Reductions in force notice and board adoption by March 15* ➤ Budget development for special education aligned with program projections

*Legal deadlines and/or requirements

Review Position Control Reports



- **Confirm:**
 - **Employee name**
 - **Title/job description/classification**
 - **Location: site and classroom if appropriate**
 - **Number of hours/full-time equivalency - could monitor start and end times, calendar days, etc.**
 - **Assigned role – i.e., classroom or 1:1 instructional assistant, special day class, learning center, resource specialist program**
 - **Funding Source/Account Code**
 - **Vacancy**
 - **Will vacancy be filled with sub?**
 - **Will vacancy be filled by a contracted provider?**

Review Out of District Placements

- Review students placed in regionalized programs
 - Track by disability and grade
 - Review new placements and students who may have exited
 - Review transportation arrangements
- Review students under interdistrict transfer or memorandum of understanding agreements
 - Track by disability and grade
 - Review new placements and students who may have exited
 - Review terms of the agreements
 - Review transportation arrangements
- Review students placed in NPSs and residential placements
 - Track by disability and grade
 - Review new placements and students who may have exited
 - Review transportation arrangements



Update/Finalize Service Agreements

- Board approval of agreements
 - Who is responsible
 - Timing and posting to board agendas
- Terms of the agreement
 - Who monitors for accuracy
- Services to be provided
 - Who is monitoring
- Not to exceed amount
 - Who is monitoring
- Process for invoicing and vendor payments
 - Define responsibilities
 - Reasonable timelines
- Process for ending services

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____

Address _____ (Last) _____ (First) _____ (M.I.) _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ () _____

Address _____ (Residence) _____ (Business) _____

City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. Nonpublic School. The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. Nonpublic School. The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

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

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per week/month, duration, or per IEP or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPB	OTHER Specify				

44 Review Annual Equipment Purchases and Repairs

- Review current equipment inventory
 - Confirm location of equipment
- Identify reason for equipment purchase either because:
 - Needs are new
 - Equipment is damaged or obsolete
- Identify equipment that needs to be repaired
- Process for getting equipment repaired
 - Who is responsible
- Process for discarding obsolete equipment
 - Who is responsible
- Use of equipment agreements



Responsibilities of Partners

Special Education Director

- Monitoring high-cost placements and services
- Tracking student numbers and needs
- Monitoring instructional assistants
- Monitoring consultant services
- Monitoring departed and departing staff
- Monitoring shifts in encumbrance
- Monitoring needs and program shifts in present and coming years

Fiscal Staff

- Monitoring budget, expenditures, and encumbrances
- Monitoring position control
- Monitoring allocation of expenditures
- Monitoring impact of local revenues and philosophy
- Monitoring communication with board and superintendent
- Ensuring alignment of expenditures across the system, including the LCAP and other plans

State Budget and Opportunities for Alignment

State Budget Impact

- The State Budget can have a large impact on special education revenues and expenditures
- One-time funds can impact MOE
- Mandated programs for all students may present opportunities for alignment, inclusive practice, and braiding resources to benefit all students
- Shifting allocation of funds, increasing base rates, and offering incentives for LEAs provide opportunities to align special education and general education programs

Updates to Local Allocation Policy

- The Local Allocation Policy may need review and revising to update education code, base rates, funding sources, and allocations
- Local Allocation Policy should be nimble to allow the SELPA and LEAs to meet their local needs and the needs of their students
- Annual updating of the Budget Allocation Plan goes hand in hand with MOE monitoring

Look to the Future by Analyzing Now

Budget Development

- Opportunity to monitor revenues and expenditures and plan for the year ahead
- Opportunity to align mandated activities such as ELOP, UPK, UTK, CIM, and the LCAP
- Include analysis of student and program needs, enrollment projections, placements, contracted services, recruitment, hiring, and retention, assignment monitoring, and implementation of inclusive practices

Second Interim Report and Adjustments

- Prior to or near Second Interim, business and special education program staff should review position control, changes to encumbered funds, placements and services, projected needs for service providers, equipment, and classrooms
- Run SEMAI to monitor MOE trajectory
- Monitor use of one-time funds and unexpected expenditures
- Review PCRA factors
- Journal transfer balances as needed

48 Compliance and Eligibility for Funds Into the Future

End-of-Year Closing

- Prior to submission of closing paperwork, the LEA should run MOE forms, complete Excess Cost Calculation, and SYT forms
- Adjustments and movement of expenditures should be completed prior to close of books
- Review qualifying MOE exemptions from prior year in all areas
- Ensure data points are accurate—pupil count, comparison year, full-time equivalents
- Ensure accurate CALPADS submissions
- Begin and complete reviews prior to Second Principal Apportionment

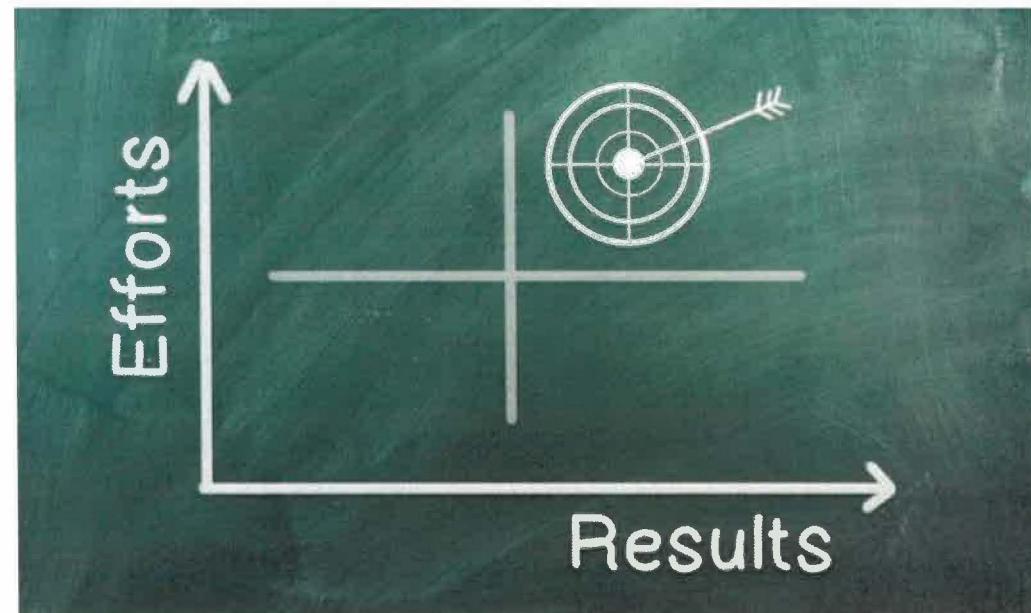
New Fiscal Year Activities

- Document all qualifying MOE exemptions from end of FY to new FY
- Review program projections and staffing
- Review position control
- Monitor enrollment and changes to students, placements, and services
- Complete planning, implement professional development, and obtain needed materials, supplies, or curriculum

49

Monitoring Maintenance of Effort?

- **Federal eligibility requirement for IDEA Part B funding—Title 34, Code of Federal Regulations Sections (CFR §) 300.203(a), 300.204(b), and 300.205**
- **To ensure a continuation of at least a certain level of non-federal expenditures for the education of SWDs**
- **Compares Unaudited Actuals (Actuals) and Adopted Budget (Budget) from the current year to Actuals from a prior year (not necessarily the most immediate prior year)**



Special Education Maintenance of Effort



LEAs are required to maintain adequate spending on programs and services for SWDs each year



The compliance requirement is completed each year and measures comparable prior-year and current-year spending (SEMA¹)



The eligibility requirement is measured by comparing budget to comparable prior-year Actuals (SEMB²)

¹Special Education Maintenance of Effort—Actuals (SEMA)

²Special Education Maintenance of Effort—Budget (SEMB)

51

Failure of Special Education MOE

Compliance Standard SEMA

If the LEA has spent less—in state and/or local resources—on special education in total or on a per-student basis

The LEA will pay dollar-for-dollar penalty out of local resources

Eligibility Standard SEMB

If the LEA cannot meet the MOE obligation when adopting the budget

The SELPA will not issue any federal funds until the LEA can demonstrate that it expects to meet the MOE requirement

There are limited exemptions available for not meeting the MOE requirement

Things to Consider

MOE Challenges

- **Enacted Budget**
 - Changes to revenues can impact general fund contribution
- **Federal funding increases**
 - Expenditures funded from federal revenues are removed from the MOE expenditure calculation
- **Changes to enrollment and attendance**
 - Declining enrollment and increasing SWD pupil counts can impact per capita calculations
 - Shifting costs for service delivery, especially if there is a need for contracted services, can raise special education expenditures

Local Decisions that Impact MOE

- **Negotiated salary agreements, including COLA, off-schedule increases, or stipends**
- **Benefit increases**
- **Utilization of contracted services**
- **Allocation of settlement costs and legal fees**
- **Charge for services to SWDs that are not required in according to the SACS (e.g., transportation, indirect charges, PCRA factors)**

53 Federal Requirement—Subsequent Year Comparison

Federal Subsequent Years rule requires the level of effort an LEA must meet in the year after it fails to maintain effort is the level of effort that would have been required in the absence of that failure and not the LEA's actual reduced level of expenditures in *the year in which it failed to maintain effort*.

(34 CFR § 300.203[c])



In English: If you fail a test, you must compare to last passed year of that test. We will call this the comparable year.

Subsequent Year Tracking Worksheet

- The worksheet (SYT) provides the comparison year data and valuable information on MOE trends for the LEA
- Find and access your prior year worksheet
- LEAs must have a green pass to comply with federal IDEA requirements
- Use as a foundation for conversations about multi-year trends and budget planning into 2024-25

Subsequent Year Tracking Worksheet											
LOCAL EDUCATIONAL AGENCY (LEA):				SELPA Code and SELPA Name:							
Fiscal Year		2022-2023									
School Year		A	B	C	D	E	F	G	H	I	J
		State and Local Total Amount	State and Local Total MOE Result	State and Local Per Capita Amount	State and Local Per Capita MOE Result	Local Only Total Amount	Local Only Total MOE Result	Local Only Per Capita Amount	Local Only Per Capita MOE Result	Enrollment	Result for Fiscal Year
2011-2012	Expenditures (Compliance) SEMA - SACS2012ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2012-2013	Expenditures (Compliance) SEMA - SACS2013ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2013-2019	Expenditures (Compliance) SEMA - SACS2019ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2019-2020	Expenditures (Compliance) SEMA - SACS2020ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2020-2021	Expenditures (Compliance) SEMA - SACS2021ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2021-2022	Expenditures (Compliance) SEMA - SACS2022ALL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
2022-2023	Expenditures (Compliance) SEMA - SACS Web 2022/23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	Pass
	Expenditures (Eligibility No PCRA) SEMB - SACS Web 2022/23	\$ -	Comparison Year	\$ -	Comparison Year	\$ -	Comparison Year	\$ -	Comparison Year		
	(Expenditures less PCRA for)	\$ -	2022-2023	\$ -	2022-2023	\$ -	2022-2023	\$ -	2022-2023		
2023-2024	Budget (Eligibility) SEMB - SACS Web 2022/23				\$ -				\$ -		Pass

The signature of authorized agent conveys agreement with and accuracy of the information provided.

Signature of Authorized Agent	Date Signed
Printed Name and Title of Authorized Agent	Contact Person's Name, E-Mail, and Telephone Number

55

What Exactly Is an Exemption?

- An exemption is an expenditure the LEA had in the previous year that it no longer has in the current year
 - The exemptible expenditure lowers the dollar amount from the comparison year to which the LEA is comparing current-year expenditures or the budget
- The federal government provides specific justifiable reasons to reduce the MOE requirement
- Keep track of possible exemptions quarterly (Make a copy of the [exemptions form](#) and keep in a folder to update throughout the year)
 - Tracking of expenditures takes fiscal and program staff collaboration

EXEMPT REDUCTIONS TO MAINTENANCE OF EFFORT IDEA Regulations 34 Code of Federal Regulations § 300.204		
Local Education Agency (LEA) Name		Special Education Local Plan Area (SELPA)
Name of Person Completing Report		Telephone & Fax Numbers
Maintenance of Effort (MOE) Shortfall from LEA MOE Calculation (LMC-A or LMC-B) Worksheet	\$0.00	FY 2020/2021
<p>The LEA may reduce the level of expenditures below the level of the preceding fiscal year if the reduction is attributable to any of the following reasons. Provide specific details and dollar amounts. If the total justifications equal/exceed the MOE shortfall, fiscal effort has been maintained for the reporting year.</p>		
1. The voluntary departure, by retirement or otherwise, or departure for just cause, of certificated and/or classified special education or related services personnel (does not include contract non-renewal or staff lay-off due to budget shortfall).		\$0.00
ENTER INFORMATION on the detail reduction 1 tab; totals will carry forward to this section		
2. A decrease in enrollment of children with disabilities.		\$0.00
ENTER INFORMATION on the detail reduction 2 tab; totals will carry forward to this section		
3. The termination of the obligation to provide a program of special education to a particular child with a disability that is an exceptionally costly program because:		\$0.00
<p>A. Child has left the jurisdiction of the agency; OR B. Child has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child C. No longer needs the program of special education</p>		
ENTER INFORMATION on the detail reduction 3 tab; totals will carry forward to this section		

56 Allowable Exemptions to Monitor Throughout the Year

Allowable Exemptions

1. The voluntary departure, by retirement or otherwise, or departure for just cause, of certificated and/or classified special education or related services personnel (does not include contract non-renewal or staff layoff due to budget shortfall)
2. A decrease in enrollment of children with disabilities
3. The termination of the obligation to provide a program of special education to a particular child with a disability that is an exceptionally costly program because:
 - a) Child has left the jurisdiction of the agency; OR
 - b) Child has reached the age at which the obligation of the agency to provide free appropriate public education to the child has terminated; OR
 - c) No longer needs the program of special education
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities (must have per-unit cost of \$5,000 or more)

EXEMPT REDUCTIONS TO MAINTENANCE OF EFFORT		
IDEA Regulations 34 Code of Federal Regulations § 300.204		
Local Education Agency (LEA) Name		Special Education Local Plan Area (SELPA)
Name of Person Completing Report		Telephone & Fax Numbers
Maintenance of Effort (MOE) Shortfall from LEA MOE Calculation (LMC-A or LMC-B) Worksheet	\$0.00	FY 2020/2021
<p><i>The LEA may reduce the level of expenditures below the level of the preceding fiscal year if the reduction is attributable to any of the following reasons. Provide specific details and dollar amounts. If the total justifications equal/exceed the MOE shortfall, fiscal effort has been maintained for the reporting year.</i></p>		
1. The voluntary departure, by retirement or otherwise, or departure for just cause, of certificated and/or classified special education or related services personnel (does not include contract non-renewal or staff lay-off due to budget shortfall).		\$0.00
ENTER INFORMATION on the detail reduction 1 tab; totals will carry forward to this section		

Helpful Web Links

- **CDE—Federal Awards:**
 - [Federal Awards - Local Education Agency Audit Guidelines](#)
- **CDE—Master List of SACS Resource Codes and Program Cost Accounts and Associated Resources:**
 - [SACS Resource Spreadsheets - Standardized Account Code Structure](#)
- **CDE—LEA Grants:**
 - [Local Educational Agency Grants - Administration & Support](#)
- **CDE—SACS:**
 - [Standardized Account Code Structure \(SACS\) - Accounting](#)
- **CDE—Dashboard:**
 - [California School Dashboard](#)
- **CDE—PADC Manual 2022**
 - [PADC Manual 2022](#)
- **CDE—Principal Apportionment:**
 - [Principal Apportionment - Allocations & Apportionments \(CA Dept of Education\)](#)
- **CDE—Data and Statistics:**
 - [Data & Statistics \(CA Dept of Education\)](#)
- **CDE—DataQuest:** For information by state, county, district, school, SELPA, other and includes school performance, demographics, testing, student misconduct and interventions, other:
 - [DataQuest \(CA Dept of Education\)](#)
- **Ed-Data:** For a variety of financial, enrollment, assessment, and demographics information by county, district, school, SELPA, and charter school
 - [EdData - Home Page \(ed-data.org\)](#)
- **SELPA Finance Committee Reports:** The State SELPA Finance Committee produces updates from the field on a monthly basis.
 - [Historical Committee Reports](#)

Special Education Fiscal Collaborative

- The Collaborative is an information-sharing and capacity-building resource focused on school finance and special education fiscal literacy.
- The Collaborative is for LEA, COE, and SELPA fiscal staff and leaders to engage with a team of experts for high-quality, timely, and relevant information and resource sharing related to special education fiscal planning, implementation monitoring, and alignment with mandated plans and reporting requirements for special education



The Collaborative provides the following:

- Ten one-hour webinars per year with an additional 30 minutes of questions and consultation with every session
- Access to special education finance experts and networking with job-alike peers
- A resource hub to support the needs of special education programs
- Interactive roundtables and small group engagements, support for MOE monitoring, and annual review of end-of-year reporting

[Join the Collaborative](#)



Thank you!

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Legislative Sharing Day

Hilton Arden West, Sacramento, CA

Agenda

Wednesday, May 1, 2024

- 7:30 a.m. Conference Registration and Continental Breakfast**
- 8:30 a.m. Welcome and Introductions**
 Dina Parker and Leah Davis, Legislative Committee Co-Chairs, SELPA Administrators of California

 Anthony Rebelo, Chair, Coalition for Adequate Funding for Special Education (CAFSE)
- 8:45 a.m. Honoring Assembly Member James Gallagher**
 Veronica Coates, Executive Committee Member, Special Education Local Plan Area (SELPA) Administrators of California
- 9:00 a.m. Keynote Presentation – “Be The Change”**
 ~*Jessica Chandler, chandlershealing.com*~
- 10:00 a.m. Legislative Priorities Overview**
 Alice Kessler, Legislative Advocate, Greenberg Traurig, LLP
- 10:30 a.m. How to Engage with Your Local Legislators! (Live Skit)**
- 10:50 a.m. Closing Remarks**

 Ray Avila, Legislative Committee Member, SELPA Administrators of California
- 11:00 a.m. LUNCH**

Good Luck in YOUR Legislative Appointments!

YEAR IN REVIEW LEGAL UPDATE 2023-2024

SELPA ADMINISTRATORS OF CALIFORNIA
APRIL 4, 2024

PRESENTED BY JENNIFER R. ROWE GONZALEZ



JRG LEGAL CONSULTING
A Professional Corporation



JENNIFER R. ROWE GONZALEZ

A quintessential teacher, Jennifer is an attorney known throughout the State of California for her in-services, workshops, and presentations. Jennifer is a highly sought after speaker because she conveys the law and legal principals in a manner that is accessible to attendees; highly informative; and, presented with candor, honesty, and personality.

Drawing on her years as a classroom teacher, Jennifer brings real-life and practical experience to her presentations and her practice of the law. She is a former full-inclusion classroom teacher who holds a California multiple subject and learning handicapped specialist teaching credential and is the parent of a child with an orthopedic impairment.

Jennifer takes a proactive approach to her legal work by focusing on strategies, policies, and procedures to prevent due process and other forms of complaints and litigation. She truly believes that her clients and their students are better served with implementing an "ounce of prevention"—that prevention can avoid litigation and other complaints in the future, provide students with a better education, and save clients hundreds of thousands of dollars. She hopes that, with her support, clients will build the capacity to no longer need/reduce their reliance on legal counsel.

Over the past 20+ years, Jennifer has worked for private education law firms as well as serving for four years as in-house counsel concurrently for a County Office of Education and two Special Education Local Plan Areas ("SELPA's"). As an attorney, Jennifer has represented and advised school districts, charter schools, County Offices of Education, and SELPA's in all areas related to serving individuals with exceptional needs; serving youth who are incarcerated or attending a community school; behavioral interventions and restraint/seclusion for all students; implementing a full-service, community-based mental health program (with expertise in issues related to FERPA and HIPAA); and, many student-related areas of the law (including multi-tiered systems of support, alternatives to suspension/expulsion, and preventing disproportionality).

Jennifer has extensive experience in providing opinion letters and memoranda; drafting forms; program and policy analysis, review, and revision; individual case analysis (including review of assessment reports, individualized education programs, Section 504 plans, etc.) and response; and, legislative analysis and proposed revisions.

Jennifer holds a Juris Doctor from Brigham Young University's J. Reuben Clark Law School; teaching credentials from St. Mary's College in Moraga, California; and, a bachelor's degree in Elementary Education from Brigham Young University. Jennifer has argued before, and is admitted to, the Ninth Circuit Court of Appeals as well as the United States District Court for the Central, Eastern, and Northern Districts of California.

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(Coming Soon)




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YEAR IN REVIEW
LEGAL UPDATE
2023-2024


SELPA Administrators of
California
April 4, 2024



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OAH CASES IN REVIEW





2



TRENDS FOR 2023-2024

- LONG Hearings!!!!
- Split decisions
- Importance of Procedure
 - Deciding Issues Not Included in Complaint
- Expedited Cases
- Right to Assess Resurgence
- Statute of Limitations



3



TRENDS FOR 2023-2024

- LONG Hearings!!!!
 - Length has increased and stayed increased in virtual hearings
- Costs to LEAs
- Risks in parent attorneys' fees



4



TRENDS FOR 2023-2024

- Split decisions
 - Perception vs. Numbers (LEAs vs. Students)
 - August 2023: 2 split; 1 for LEA
 - September 2023: 6 for LEA
 - October 2023: 1 split; 3 for LEA
 - November 2023: 5 split; 10 for LEA; 2 for Student
 - December 2023: 1 split; 3 for LEA; 1 for Student
 - January 2024: 2 split; 3 for LEA; 1 for Student
 - February 2024: 4 for LEA



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TRENDS FOR 2023-2024

- Split decisions
 - One of the issues with split decisions is parent attorneys' fees
 - Fees have increased per hour
 - Demands in settlement (before and after due process) have increased
 - Attorneys' fees cases do not fair well in Federal Court!



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TRENDS FOR 2023-2024

■ Importance of Procedure

- Harmless procedural errors do not constitute a denial of FAPE. (L.M. v. Capistrano Unified Sch. Dist. (9th Cir. 2008) 556 F.3d. 900, 910.) Procedural violations of the IDEA are a violation of FAPE if they:
 - Impede the child's right to FAPE;
 - Significantly impede the parents' opportunity to participate in the decision-making process; or
 - Cause a deprivation of educational benefit.

(See N.B. v. Hellgate Elem. Sch. Dist. (9th Cir. 2008) 541 F.3d 1202; see also Ed. Code, 56505, subd. (f)(2).)



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TRENDS FOR 2023-2024

■ Importance of Procedure

- May stop the case dead in its tracks
 - ALJ only decides procedure; doesn't decide substance
- Deciding Issues Not Included in Complaint



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TRENDS FOR 2023-2024

■ Importance of Procedure

- *Central Unified School District* (OAH June 22, 2023) Case No. 2023030998
 - Sole issue for hearing: District's right to implement IEP without parental consent
 - ALJ examined procedure before substance of IEP, including notice of meeting, excusal of general education teacher, parent participation, etc.
 - District did not excuse general education teacher from either of the 2 meetings it took to complete the IEP process; no general education teacher attended
 - Denied student a FAPE because offer of FAPE included 46% of the day in general education, including PE and an elective
 - Student had "significant and pervasive disabilities" including a visual impairment
 - Denied parent the right to participate in the IEP team meeting when held the 2nd meeting without parent
 - Another case in a long line that use the *Doug C. v. Hawaii* case to find a procedural violation



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TRENDS FOR 2023-2024

■ Expedited Cases

- 8 cases since May of 2023;
- 7 of those are since August;
- 4 were decided in November of 2023
- Why so many???



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TRENDS FOR 2023-2024

- Expedited Cases
- 34 C.F.R. §300.532
 - When a parent disagrees with a manifestation determination decision that results in a change in placement
 - When a parent disagrees with placement in an IAES for special circumstances
 - Expedited because can be done without parental consent
 - ALSO...when the LEA believes that maintaining the current placement is substantially likely to result in injury to the child or others and the student didn't commit an act that could place the student in an IAES for special circumstances (drugs (not alcohol), weapons, serious bodily injury)



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TRENDS FOR 2023-2024

- Expedited Cases
- 34 C.F.R. §300.532
 - Resolution session within 7 calendar days
 - Due process hearing within 20 school days of the date the complaint is filed
 - Decision within 10 school days after the hearing
 - **Cannot be continued!!!**
 - Bifurcated from the non-expedited issues and hearing, which follow the regular timelines



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Sequoia Union High School District* (OAH Jan. 5, 2024) Case No. 2023110714S
 - Student was 17 and in 11th grade at the time of hearing.
 - Student was eligible under the categories of ED and SLI
 - Issue: Did the District fail to conduct a legally-appropriate manifestation determination meeting by facility to determine if the student's behavior was the result of failure to implement student's IEP
 - Team determined that student's behavior was caused by or had a direct and substantial relationship to the student's disability; thus, it was a manifestation of the student's disability.



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Sequoia Union High School District* (OAH Jan. 5, 2024) Case No. 2023110714
 - Team then moved on to discuss supports and interventions, including an FBA (as required by law), for the student's return to school.
 - Teams are not required to answer both questions after they find that a student's behavior was caused by or substantially related to the student's disability.
 - "Under the IDEA, there is no additional protection or benefit to a student to require the team to answer question two after it finds a student's behavior was caused by their disability when answering questions one."
 - The plain language of the law is "or" not "and"



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - Issue: Is maintaining the student's current placement substantially likely to result in injury to the student or others such that the District can move the student to a 45-school day IAES?
 - Student was in 12th grade at the time of hearing and is conserved. Parents are the conservators.
 - Student is eligible under the categories of autism and ID.



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - Several instances between August and October of 2023 that resulted in injuries to staff, other students, and Student, himself.
 - Made modifications to student's behavior intervention plan
 - Made changes to approaches to implementing program
 - Can't keep staff, students, and Student safe
 - District proposed placement at NPS



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - Parents claimed behavior intervention plan had not been modified.
 - Parents claimed the right approach to working with student had not been found.
 - Wanted to stay in placement in a separate space while other approaches were tried, and more data was taken.

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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - Student was homeschooled for many years before coming to the District's ESY 2023
 - Same teachers during regular school year
 - Student is 5'9" and strong and fast
 - District BCBA involved
 - Behaviors included
 - Physical escalations, including grabbing clothes and throats, pulling hair, face slapping, and kicking
 - Inappropriate self-stimulation up to 20 times per day over shorter ESY day
 - Self-harming behavior such as biting hand

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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - District had to show that offered placement was appropriate (meet goals and progress in general curriculum; did not have to prove LRE because IAES)
 - NPS had 50 students total
 - Small class size
 - 2 designated decompression room
 - Fewer people = fewer triggers
 - All staff trained in ABA



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Berkeley Unified School District v. Student* (OAH Nov. 30, 2023) Case No. 2023100681
 - Student was 19 and only had a couple of years of eligibility left
 - Allowing student to escape expectations would be counterproductive
 - NPS would allow student to make progress
 - HELD: For District
 - **NOTE: ALJ specifically stated that the 45 school days would start on 1st day of attendance**



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Morgan Hill Unified School District and Campbell Union School District* (OAH Nov. 30, 2023) Case No. 2023100744
 - Issue only against Campbell in the expedited portion of the hearing
 - Issue: Whether Campbell fail to convene a manifestation determination despite 37 days of removal.
 - Student was 14 years old at the time of the hearing and not eligible for special education
 - **Basis of knowledge case**

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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Morgan Hill Unified School District and Campbell Union School District* (OAH Nov. 30, 2023) Case No. 2023100744
 - Basis of knowledge if:
 - The parent has expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the child, that the child is in need of special education and related services; or
 - The parent of the child has requested an evaluation; or
 - The teacher of the child, or other personnel of the LEA, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or other supervisory personnel

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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Morgan Hill Unified School District and Campbell Union School District* (OAH Nov. 30, 2023) Case No. 2023100744
 - 1 and 2 did not apply here
 - However, 3 does—teachers and other personnel had expressed specific concerns about a pattern of behavior directly to supervisory personnel.
 - Not just casual comments
 - Consistent and regular behavior issues were logged in computer-based system
 - Teachers understood that the log was reviewed by administration
 - In March 2023, developed a Section 504 plan for ADHD



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Morgan Hill Unified School District and Campbell Union School District* (OAH Nov. 30, 2023) Case No. 2023100744
 - Behaviors constitute a pattern
 - District's removals exceed 10 school days
 - Student was entitled to a manifestation determination
 - **How do you hold a manifestation determination when a student is not yet eligible and an assessment has not yet been completed???**
 - **Timeline issues...**



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Corona-Norco Unified School District v. Student* (OAH Nov. 20, 2023) Case No. 2023100162
 - Issue: Does student pose a significant risk of injury to himself or others, allowing the District to change his placement to its intensive intervention program for a 45-school day IAES?
 - 7-year-old, second grade student, who was first made eligible under the category of OHI in January 2023
 - Student exhibited violent and dangerous behaviors which cause multiple injuries to both classroom peers and staff



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Corona-Norco Unified School District v. Student* (OAH Nov. 20, 2023) Case No. 2023100162
 - Nuanced case
 - Student was placed on a 45-school day IAES in September of 2023 for serious bodily injury (running to a female student, punching her in the face and injuring her eye)
 - District was asking OAH to extend for another 45 schooldays because returning to student's placement was substantially likely to result in injury to the student or others.
 - Behaviors included kicking and pushing other students, and behaviors with sexual undertones
 - Other students were afraid of him



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TRENDS FOR 2023-2024

■ Expedited Cases

- *Corona-Norco Unified School District v. Student* (OAH Nov. 20, 2023) Case No. 2023100162
 - District had written goals, conducted a functional behavior assessment, developed a behavior intervention plan, provided counseling and WRAP services, etc.
 - Behaviors continued while in the first 45-school day IAES
 - Evidence showed that the District had made considerable attempts to modify general education that did not work. Still had difficulty in the intensive program.
 - Returning student to his placement would result in in substantial risk, "if not 100 percent probability" that student would continue to injure others.
 - HELD: For the District; IAES extended
 - **What do you do from there?**

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TRENDS FOR 2023-2024

■ Expedited Cases

- *Murrieta Valley Unified School District v. Student* (OAH Nov. 8, 2023) Case No. 202310090
 - Issue: Can the District move the student to a virtual academy for a 45-school day IAES because he is substantially likely to injure himself or others?
 - Student was 15 years old and in the 10th grade; eligible under the categories of ID and OHI
 - Six years prior, Student was exposed to school violence in his classroom when a teacher's husband shot the teacher, himself, and a classmate.
 - Despite an increase in services and supports, conducting an FBA, etc., student has made multiple aggressive physical attacks on students and staff

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TRENDS FOR 2023-2024

■ Expedited Cases

■ *Murrieta Valley Unified School District v. Student* (OAH Nov. 8, 2023) Case No. 202310090

- Behaviors included elopement, including running off the bus and into the street; agitating other students; etc.
- In the 2023-2024 school year, behaviors increased to eloping at least once per day and 65 instances of physical aggression, averaging 7 episodes per day. Also eloping from the bus and injuring a busy driver, aide, etc.
- District offered NPS placement through the IEP process (This was the subject of the non-expedited portion of the case)
- HELD: District prevailed



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TRENDS FOR 2023-2024

■ Expedited Cases

■ *Murrieta Valley Unified School District v. Student* (OAH Nov. 8, 2023) Case No. 202310090

- Behaviors included elopement, including running off the bus and into the street; agitating other students; etc.
- In the 2023-2024 school year, behaviors increased to eloping at least once per day and 65 instances of physical aggression, averaging 7 episodes per day. Also eloping from the bus and injuring a busy driver, aide, etc.
- District offered NPS placement through the IEP process (This was the subject of the non-expedited portion of the case)
- HELD: District prevailed



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TRENDS FOR 2023-2024

- Expedited Cases
 - *Palo Alto Unified School District vs. Student* (OAH Sept. 5, 2023) Case No. 2023070764
 - Another case to move a student to a 45-school day IAES because of substantial likelihood of harming self or others.
 - HELD: District prevailed.

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TRENDS FOR 2023-2024

- Expedited Cases
 - *Student v. Palo Alto Unified School District* (OAH Aug. 9, 2023) Case No. 2023070050
 - Student was 9 years old and entering 4th grade at the time of hearing; eligible under the categories of autism and SLI
 - Parents challenged:
 - Behavior rising to level of serious bodily injury
 - Failure to hold manifestation determination before placing in 45-school day IAES
 - Placement at NPS for IAES

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TRENDS FOR 2023-2024

Expedited Cases

- *Student v. Palo Alto Unified School District* (OAH Aug. 9, 2023) Case No. 2023070050
 - Serious Bodily Injury
 - Substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.
 - Student bit his paraprofessional on the left forearm through her shirt and denim jacket, drawing blood and causing significant pain
 - Wound was 3.5 x 2.5 inches
 - Dotted with teeth marks
 - Flesh was removed from the entire area of the bite
 - Nurse had never seen anything so severe in 24 years as an educator
 - Caused anxiety and shock
 - 911 was called
 - Pain described as a 10
 - Could not lift her arm; put in a sling by doctor
 - Could not take pain medication due to another medical condition



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TRENDS FOR 2023-2024

Expedited Cases

- *Student v. Palo Alto Unified School District* (OAH Aug. 9, 2023) Case No. 2023070050
 - District did not hold a manifestation determination meeting prior to removing student to the 45-school day IAES
 - They agree his behavior was a manifestation of his disability
 - Required to hold
 - Allows parents to participate
 - HELD: Split decision. Serious bodily injury and IAES were both correct/appropriate. But, student was entitled to a manifestation determination
 - Hold an MD and, if behavior is a manifestation, review and, if appropriate, revise his behavior intervention plan.
 - Student stays at IAES until it expires.



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TRENDS FOR 2023-2024

- Right to Assess Resurgence
 - Beware of procedure
 - If not followed, won't get right to assess without consent
 - Assessment plan, native language, prior written notice, parent rights, etc.
 - Witnesses must be able to testify about how the assessment plan was developed and why the areas checked are appropriate
 - Witnesses must be able to testify about how testing will be conducted/carried out

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TRENDS FOR 2023-2024

- Statute of Limitations
 - Finally past the COVID cases....or are we????
 - This is an increasing issue in due process filings.
 - Used to be able to easily get issues dismissed on a motion.
 - OAH is now hearing most of them, making hearings longer.
 - OAH is allowing some to pierce the statute of limitations.

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TRENDS FOR 2023-2024

- Statute of Limitations—Cal. Ed. Code §56505(l)
 - A request for a due process hearing...shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. In accordance with Section 1415(f)(3)(D) of Title 20 of the United States Code, the time period specified in this subdivision does not apply to a parent if the parent was prevented from requesting the due process hearing due to either of the following:
 - (1) Specific misrepresentations by the local educational agency that it had solved the problem forming the basis of the due process hearing request.
 - (2) The withholding of information by the local educational agency from the parent that was required under this part to be provided to the parent.

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LARRY P. IS NOT DEAD

- OAH continues business as usual on the analysis of Larry P.
 - *Long Beach Unified School District* (OAH Nov. 22, 2023) Case No. 2023070965
- Can't "waive" Larry P.
 - *Capistrano Unified School District* (OAH Oct. 16, 2023) Case No. 2022120076

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FEDERAL CASES IN REVIEW



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K.M. v. LONG BEACH UNIFIED SCHOOL DISTRICT (C.D. CAL. 3/26/2024) 124 LRP 9908

- Ruling on a Motion to Compel Production of Documents
- Case has to do with an IEE policy and agency criteria
- Parents' attorneys asked for the documentation that established the cost criteria in the IEE policy.
- Court ordered District to provide
 - Can redact or seek a protective order to the extent the information includes things like student names
- **NOTE: REMINDER TO UPDATE IEE POLICIES ANNUALLY AND TO SAVE THE DOCUMENTATION/BACKUP FOR FEE LIMITATIONS. CAN'T BE AN AVERAGE. HAS TO GO WITH THE TOP AMOUNT IN YOUR ALLOWED GEOGRAPHY. REMEMBER, CAN LIMIT QUALIFICATIONS. REMEMBER, NEED TO INCLUDE ALL REQUIREMENTS. CURRENT ISSUE SURROUNDS CONTRACT AND LANGUAGE RELATED TO INSURANCE POLICIES AND INDEMNIFICATION IN STANDARD LEA CONTRACTS.** (See CDE Compliance Complaint Case No. S-0073-20-21, Pasadena Unified School District.)

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*LOS ANGELES UNIFIED SCHOOL
DISTRICT V. A.O. (9TH CIR.
2/15/2024) CASE NOS. 22-55204,
22-55226*

- 9th Circuit upheld the determinations of OAH and the District Court that:
 - District failed to specify clearly the frequency and duration of proposed speech and audiology services
 - District program failed to offer a meaningful educational benefit to student
 - The District's proposed program was not in the LRE
- 9th Circuit reversed and remanded, finding that:
 - The District failed to offer FAPE by not offering individual speech therapy services
- Case had an amicus brief from CSBA in support of LAUSD
- Because there is a dissenting judge (2:1 on the panel) in favor of LAUSD, the District requested a rehearing en banc and that was denied.



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*ETIWANDA SCHOOL DISTRICT V.
D.P. (C.D. CAL. 1/11/2024) 124
LRP 1299*

- District Court upheld an OAH decision finding that, although a 6th grade student's parents failed to respond to multiple notices about an annual IEP, the District erred in holding the meeting without the parent.
- Had the District asked about the parent's schedule, it might have avoided a 6-month delay in an IEP team meeting.
- The difficulty appeared to stem from the District's practice of proposing meeting dates based solely on its own staff members' availability.
- Parent had expressed an interest in participating and suggested alternative dates that didn't work for the District. (This is very similar to the Doug C. v. Hawaii case)
- Holding the meeting without the parent was a denial of FAPE that prevented the parent from meaningfully participating in the IEP process.



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*IRVINE UNIFIED SCHOOL
DISTRICT V. A.G. (9TH CIR.
12/26/2023) 124 LRP 1*

- 9th Circuit upheld OAH and District Court decisions against the District.
- District denied student FAPE
 - Moving a student from a general curriculum to a modified curriculum is a last resort.
 - Student's cognitive abilities were high enough to participate with her non-disabled peers.
 - Despite this, District offered modified curriculum, below grade level standards for math and reading.
 - Student's scores dropped on the modified curriculum.
 - Decision to offer modified curriculum was, admittedly, based on flawed District assessments.
 - District offered "no reliable evidence that the modified curriculum it offered Student in its IEPs meaningfully benefitted her."

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*IRVINE UNIFIED SCHOOL
DISTRICT V. A.G. (9TH CIR.
12/26/2023) 124 LRP 1*

- Parents were appropriately awarded reimbursement for an NPS that was proper
 - It's ok that she was retained in 6th grade.
 - That was not a modification.
 - It allowed student to access the general curriculum and the "educational standards that apply to nondisabled children."
- Affirmed District Court awarding of all attorneys' fees to parents.
 - District argued that it had won 50 out of 68 sub-issues
 - But 9th Circuit held that Student prevailed on the "gravamen" of the issues because it was found that the District did not offer FAPE. Student won on 9 of 11 issues and obtained full reimbursement sought on tuition for the NPS.

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***J.R. v. VENTURA UNIFIED
SCHOOL DISTRICT (C.D. CAL.
12/21/2023) 124 LRP 7***

- Parents were allowed to pierce the statute of limitations to go back to 2012.
 - Due process case filed in 2021
 - OAH allowed claims only back to 2019
- Claimed District should have assessed to determine eligibility under category of autism
- Judge held that District misrepresented that it had properly assessed student for autism, which prevented the parent from timely filing her due process complaint.

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***N.R. v. DEL MAR UNIFIED SCHOOL
DISTRICT (S.D.CAL. 12/8/2023)
CASE NO. 20-CV-01759-AJB-KSC***

- Parent filed due process complaint
- Both District and Parent sought and were granted continuances.
- Hearing started on July 7, 2021. Parent presented over 700 documents and 5 witnesses testified over the first 2 days of the hearing. On the 3rd day, the Parent filed a motion to terminate her attorneys. The ALJ warned parent of the consequences, including that she would have to continue the hearing and represent her son. Parent said she understood. So, her motion was granted. Parent then asked for a continuance. The ALJ denied and dismissed the case with prejudice.
- HELD: For Parent. The ALJ should have made findings of fact but did not. It was not unreasonable for the parent to feel unprepared to continue and to ask for a continuance. Case was remanded back to OAH.

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*C.B. V. MORENO VALLEY UNIFIED
SCHOOL DISTRICT (C.D. CAL.
10/13/2023) 123 LRP 34183*

- Student was 10 years old
- Diagnosed with ADHD and ODD; eligible under the category of OHI
- Student was handcuffed on 3 occasions for disability-related behaviors
 - Campus security staff and local police were not informed of student's disability or BSP
 - Did not train campus security officers in CPI
- Violated Section 504 and ADA
- Ordered to reach a resolution to bring District into compliance

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STATE AND FEDERAL AGENCIES



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STUDENT PARTICIPATION IN THE IEP PROCESS

- October 2023 Blog Post from Director of OSEP
- Need to emphasize self-determination in the ITP process
- Student participation in the IEP process is a way to help students practice and build self-determination skills
- List of ways to help students participate in the IEP process

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YOUTH LAW CENTER REPORT ON DATA & ACCOUNTABILITY SYSTEMS IN JUVENILE COURT SCHOOLS

- November 2023 report by Youth Law Center—"Out of Sight, Out of Mind"
 - Based on data from CDE and PRAs to 10 COEs
- Concludes that California is failing to provide a high-quality education to students in the juvenile justice system
- Inadequate data collection processes and practices
 - Based on students attending for a year
 - The majority of youth attend court schools for less than 31 instructional days
- Despite inadequate data, dire reality
 - Population has decreased by almost 50%
 - But, number of students with disabilities rose from 20.1% to 29.8%
 - Foster youth are overrepresented
 - Chronic absenteeism, but students who attend less than 31 days cannot be considered chronically absent
 - While some refuse to attend, Probation prohibits others from attending

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INCLUSION OF CHILDREN WITH DISABILITIES IN EARLY CHILDHOOD PROGRAMS

- November 2023
- Joint effort from US Department of Health and Human Services and US Department of Education
- "Policy Statement on Inclusion of Children with Disabilities in Early Childhood Programs"
- "All young children with disabilities should have access to high-quality inclusive early childhood programs that provide individualized and appropriate support so they can fully participate alongside their peers without disabilities, meet high expectations, and achieve their full potential. The responsibility to ensure that young children with disabilities and their families are included in high-quality early childhood programs is shared by federal, State, and local governments, early childhood systems, early childhood programs and providers, local educational agencies (LEAs), and schools."



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TRANSITION NEEDS OF MILITARY CHILDREN

- *Letter on Military-Connected Children with Disabilities* (OSEP 11/9/2023)
- Emphasized importance of planning for the transition needs of students with disabilities, including infants and toddlers whose families are in the military
- The many challenges faced by these children, include frequent separation from family and support networks as well as disruptions in early intervention services and special education and related services
- "It is critical that communication about high expectations and planning for future transitions is a given and not an afterthought."



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OCR REPORT ON 2020-2021 DATA COLLECTION

- Released on 11/15/2023
- Students with disabilities are restrained and secluded more often than students without disabilities
- Elevated likelihood of exclusionary discipline practices, law-enforcement referrals or arrests, and incidences of harassment or bullying
 - 17% of the K-12 population
 - 29% of students receiving one or more out-of-school suspension
 - 21% of students receiving expulsions
 - 22% of students referred to law enforcement
 - 22% of students with school-related arrests

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PART C TRANSITION

- Questions and Answers on Early Childhood Transition* (OSEP 11/29/2023)
- Among other things, tells LEAs that they must treat a Part C lead agency's notification of transition as a referral for an initial IDEA evaluation.
- LEA must participate in the transition meeting

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RESOURCES FOR STUDENTS WITH DYSLEXIA

- Email from CDE on 12/5/2023
- Individuals with dyslexia qualify for free, life-long service from The Braille and Talking Book Library in Sacramento and its Southern California counterpart, Braille Institute.
- Teachers can sign up, too.

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OUTCOMES OF RESOLUTION SESSIONS

- CDE email on 12/13/2023
- Federal law requires CDE to collect data on resolution session timelines and outcomes
- OAH has an online form that can be submitted online or mailed to OAH
- LEAs are required to complete

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CALIFORNIA ATTORNEY GENERAL: MEDICAL CANNABIS

- 1/12/2024
- California Attorney General, Rob Bonta, joined a 12-state coalition of attorneys general urging the Drug Enforcement Agency (DEA) to reclassify cannabis
- Currently Schedule I—controlled substance with no accepted medical use
- Wants Schedule III—Legitimate medical use with lower potential for abuse
- Would allow doctors to legally prescribe and state to better regulate
- Already have SB 223, which allows schools, COEs, and charter schools in California to allow parents to administer marijuana to a "qualified patient" on school grounds
 - Most LEAs have not added policies to allow
 - Lots of potential issues with such a policy

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ASSISTIVE TECHNOLOGY DEVICES AND SERVICES FOR STUDENTS WITH DISABILITIES UNDER THE IDEA

- OSERS, 1/22/2024
- Dear Colleague Letter and Myths and Facts Surrounding Assistive Technology Devices
- "AT devices and services can help improve outcomes for children, develop important skills and abilities, and prepare them for the workforce and life after high school. By providing children with disabilities with the tools they need to succeed, we can help break down barriers and create a more inclusive and equitable educational system for all."
- References Universal Design for Learning Framework
- Includes high and low tech suggestions, including visual schedules

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APPROPRIATE TOILETING PRACTICES

- CDE, 1/30/2024
- Resources on toileting practices for preschool through 3rd grade
- Helpful in the old battle with State Preschools and Head Start over students who are not yet toilet-trained and have IEPs
- Helpful with our K-3 staffs with students who are not yet toilet-trained due to COVID or whose parents have followed the current trend of delaying toilet training
- Not a basis to refuse enrollment even if a student does not have an IEP or 504 Plan.

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ASSISTIVE TECHNOLOGY DEVICES AND SERVICES FOR STUDENTS WITH DISABILITIES UNDER THE IDEA

- Myths discussed:
 - AT can only be used for some students; AT is available for all students with an IEP; must be discussed at each IEP team meeting
 - Don't have to provide AT if the LEA doesn't have funds for it
 - Providing an AT device is sufficient; an LEA must consider devices and services
 - An AT evaluation must be conducted before providing; an AT evaluation can, but is not required prior to providing a device and/or services
 - AT doesn't require training; training may be required for students, parents, and educators
 - AT does not need to be written in the IEP
 - AT does not need to be considered as part of secondary transition planning
 - AT cannot be used for state testing

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RESOURCES ON STUDENTS WITH DISABILITIES

- OCR February 2024
- Section 504 Protections for Students with Asthma
 - Can be a disability under Section 504
 - Medical assessments are not necessarily needed to determine if asthma limits a major life activity
 - May need a 504 plan
 - Not just obvious things should be addressed
 - Fear of asthma attack at school
 - Missing school for doctor's appointments
- Section 504 Protections for Students with Diabetes
- Section 504 Protections for Students with Food Allergies
- Section 504 Protections for Students with GER and GERD
- **BEWARE: These could be used to support eligibility for special education under OHI based on individual student circumstances**



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HOMELESS INFANTS AND TODDLERS

- SchoolHouse Connection, a national homeless advocacy organization, and Poverty Solutions at the University of Michigan, 3/20/2024
- Research across all 50 states from 2021-2022 data (Was it skewed by COVID?)
- Nationally, only 1 in 9 are enrolled in infant/toddler programs.
- In California, 1 in 6 are enrolled
- Programs mitigate some of the consequences of homelessness among infants and toddlers
- Child find may be triggered if a disability is suspected.
- Homelessness can be a limiting factor on eligibility once they are turning 3 and being assessed for special education



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CALIFORNIA LEGISLATURE



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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 87—Section 504 Meetings
 - Effective 1/1/2024
 - Provides the same right to parents that exists under special education law to audio record a Section 504 team meeting
 - NOT video record (California Attorney General; new 1st Circuit Court of Appeals case)
 - NOT record on Zoom, etc.
 - If District provides notice and parent objects or refuses to attend because District will audio record, the meeting shall not be audio recorded.
- AB 243—Address Confidentiality
 - Beginning 7/1/2024
 - Allows victims (and members of their households) of actual or threatened domestic violence, sexual assault, stalking, human trafficking, child abduction, and elder/dependent adult abuse to apply to the Secretary of State to provide a substitute mailing address

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 248—Dignity for All Act
 - Eliminates "mentally retarded persons," "mentally retarded children," "retardation," and "handicap" from California law
- AB 418—The California Food Safety Act
 - Starting 1/1/2027
 - Cannot manufacture, sell, deliver, distribute, hold, or offer for sale, products that contain:
 - Brominated vegetable oil
 - Potassium bromate
 - Propylparaben
 - Red dye no. 3

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 446—Handwriting
 - Effective 1/1/2024
 - Requires handwriting instruction for grades 1-6
 - Cursive or joined italics in the "appropriate grade levels"
- AB 447—Inclusive College Programs
 - Allows CSU and encourages UC to establish and maintain programs for students with intellectual and developmental disabilities
- AB 452—Childhood Sexual Assault
 - Effective 1/1/2024; not retroactive
 - Eliminates the statute of limitations for civil suits to recover damages suffered as a result of childhood sexual assault.

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 497—Braille Instructional Aide
 - Effective 1/1/2024
 - Adds requirement to provide aides with information regarding the California Classified School Employee Teacher Credentialing Program in addition to already required information about “credentialing programs”
- AB 611—NPS/NPA Change in Certification
 - Effective 1/1/2024
 - Contracting LEA shall notify parents of students who attend the NPS/NPA within 14 days of becoming aware of any change in certification
 - Must be provided by email or US mail **and** include a copy of parent rights
 - Record of notice must be maintained



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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 723—Foster children: NPS and School of Origin
 - Effective 1/1/2024
 - Specifically defines school of origin to include NPSs
 - NPSs must agree to this as part of certification beginning with 2024-2025 school year
- AB 889—Parent Notice: Synthetic Drugs
 - Effective 1/1/2024
 - Annual notice by LEAs
 - Posted on LEA website



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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 1466—Restraint and Seclusion Reporting
 - Effective 1/1/2024
 - Must post report to CDE regarding restraint/seclusion counts on LEA website within 3 months of when the report is due to CDE
- AB 1503—Pupil Attendance: Excused Absences
 - Effective 1/1/2024
 - Revises Education Code § 48205
 - Subsection (a)(4) now allows:
 - Only for funeral services (not grieving)
 - Only for immediate family
 - Adds:
 - For 1 day if the funeral service is in California (used to be 4 hours)
 - For 3 days if out of state
 - Subsection (a)(7): now allows only for appearance in court not attendance
 - Subsection (a)(13): Removed (funerals, victim services, grief services, safety planning)
 - Adds 1 day (not 4 hours or half day) for religious retreat
 - Requires revision of attendance policies



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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 1722—Pupil health: School Nurses
 - Effective 1/1/2024, Sunsets 1/1/2029, but report to Legislature by 1/1/2028
 - Allows a school district to hire an LVN to fill the position of an RN/credentialed school nurse
 - If made a diligent effort to hire a credentialed school nurse; the effort to hire was unsuccessful; and the hiring of the LVN fills a critical need.



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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- AB 1722—Pupil health: School Nurses (Continued)
 - Must be supervised by a credentialed school nurse who is employed by the LEA or another LEA
 - If another LEA, must enter into a written agreement that provides:
 - The duties of the credentialed school nurse and the licensed vocational nurse.
 - A communication policy delineating how the licensed vocational nurse and the credentialed school nurse are to communicate.
 - Indemnification: A credentialed school nurse who is supervising a licensed vocational nurse at another local educational agency pursuant to this section shall have indemnification for the supervisorial liability from the local educational agency employing the licensed vocational nurse.
 - The financial arrangement between the local educational agencies.
 - The additional compensation for the credentialed school nurse to act as a supervisor.
 - “County offices of education are encouraged to establish networks of credentialed school nurses for employment by local educational agencies that are not able to hire a credentialed school nurse. County offices of education are encouraged to provide mentoring opportunities for licensed vocational nurses.”

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- SB 88—Student Transportation: Driver Qualifications
 - Operative 7/1/2025
 - Does not apply if under a current contract with provider
 - If driving for compensation by the LEA
 - Includes employees, contractors, and subcontractors (limited exceptions when employee drives students less than 40 hours per school year)
 - Must hold a valid CA Driver's License
 - Be at least 18 years of age
 - Pass a criminal background check, including fingerprinting
 - Satisfactory driving record (defined in Ed. Code § 39877)
 - Not have demonstrated irrational behavior
 - Not be convicted of certain offenses under Vehicle Code
 - Subject to and comply with drug and alcohol testing
 - Medical examination
 - TB testing
 - Training
 - Daily log sheet and pretrip inspections
 - Current first aid certification

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- SB 114—Dyslexia Screening
 - 1/31/2024: SBE appoints panel of experts
 - 12/31/2024: Panel and SBE approve list of screening instruments
 - 6/30/2025: LEAs adopt one or more screening instruments
 - 2025-2026 School Year and annually thereafter: LEAs screen K-2 students for reading difficulties
- SB 114—Alternative Pathway to High School Diploma
 - Made minor, nonsubstantive changes to Education Code § 51225.31
 - CDE Guidance: <https://www.cde.ca.gov/sp/se/lr/om082523.asp>
 - Algebra Guidance: <https://www.cde.ca.gov/ci/gs/hs/algebrafaq.asp>
 - Alternative Assessment Guidance: <https://www.cde.ca.gov/ta/tg/ca/caaiepteamrev.asp>

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- SB 274—Suspensions and expulsions: Willful defiance
 - Effective 1/1/2024 for grades 6-8
 - Effective 7/1/2024 for grades 9-12
 - Retains teacher suspension
 - Requires administrator's documented attempts to address behavior if referred by teacher within 5 business days
- SB 291—Recess
 - Commencing with the 2024-2025 school year
 - Must be at least 30 minutes on regular school days
 - Must be at least 15 minutes on early release days
 - Deletes the ability to restrict recess
 - May not be denied "unless the pupil's participation poses an immediate threat to the physical safety of the pupil or...peers."
 - Must make all reasonable efforts to resolve such threats and minimize exclusion from recess

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BILLS SIGNED BY GOVERNOR IN FALL OF 2023

- SB 323—School Safety Plans
 - Must include procedures for students with disabilities (both IDEA and Section 504)
 - Allows school employees, parents, or students to bring concerns about the plan to the principal and for the principal to review and require modification of the safety plan if warranted
- SB 531—Background checks
 - Urgency legislation
 - Immediately enacted when signed on 10/8/2023
 - For contractors who work with students with exceptional needs outside of the immediate supervision of parent or school employee

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BILLS TO WATCH IN 2024

- Issue is the budget....so, we will see where this all goes...
- AB 438—Post-Secondary Goals and Transition Services
 - Beginning 7/1/2025, individualized transition plans must be developed in the annual IEP that will be in effect when the student enters 9th grade
 - Passed the Assembly
 - Senate completed second read 3/6/2024; ordered to third
- SB 445—Translation services
 - Translation of IEPs, assessments, etc. within 30 days of parent request
 - Passed the Senate
 - Moved to inactive file 9/12/2023 by the Assembly

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BILLS TO WATCH IN 2024

- SB 483—Prone Restraint
 - Bars use of prone restraint by educational provider
 - Bars use of prone restraint and containment on a student with an IEP
 - Passed Senate 1/29/2024
 - Parent of student who died in November 2018 at Guiding Hands School, an NPS, testified at hearing before Senate Education Committee
 - Held in the Assembly 1/29/2024
 - No opposition; many supporting agencies
 - How does this affect RTCs and certification of those that are out of state?
- SB 767—Kindergarten
 - Students will be required to complete a year of kindergarten before going to 1st grade
 - Hearing set for 1/18/2024—Held in Senate Appropriations Committee and under submission



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

NOTICE OF PUBLIC HEARING

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

TOPIC OF HEARING:

SBCSELPA 2024 - 2025 Annual Budget and Service Plans

Copies of the SBCSELPA 2024-2025 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2024-2025 Annual Budget and Service Plans for the SBCSELPA.

HEARING DATE: May 6, 2024

TIME: 12:00 p.m.

LOCATION: Montecito Union School, Room D-17
385 San Ysidro Road, Santa Barbara, CA 93108

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

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

**NOTICIA DE AUDIENCIA
PÚBLICA**

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

TEMA DE LA AUDIENCIA:

Plan de Fondos Anual y Plan de Servicio Anual para el 2024-2025 de SELPA del Condado de Santa Bárbara (SBCSELPA)

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2024-2025 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Bldg. 7, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2024-2025 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 6 de mayo, 2024

HORA: 12:00 p.m.

LUGAR: Montecito Union School, Room D-17
385 San Ysidro Road, Santa Barbara, CA 93108

Para información Adicional: Ray Avila, Directora de SELPA
SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111
ravila@sbcselpa.org
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Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

REF: VI-A

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

MINUTES OF MARCH 4, 2024, REGULAR MEETING

Public Session – 12:00 p.m.

Santa Barbara County Education Office

Cabinet Conference Room

4400 Cathedral Oaks Rd., Santa Barbara, CA 93110

Orcutt Union School District Office –

Technology Center

500 Dyer Street, Orcutt, CA 93455

I. PUBLIC SESSION

A. Call to Order

The regular meeting of the Santa Barbara County Special Education Local Plan Area (SBCSELPA) Joint Powers Agency Board was called to order by Anne Hubbard at **12:00 p.m.** at SBCEO Board Room, Santa Barbara, CA.

B. Roll Call

Lindsay MacDonald took membership roll call.

Members Present: Holly Edds

Antonio Garcia

Anne Hubbard, *Chairperson*

Randal Haggard, *Vice-Chairperson* (arrived at 12:09 p.m.)

Emilio Handall

Susan Salcido

Members Absent: Amy Alzina, *Clerk*

Hilda Maldonado

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

Lindsay MacDonald, SBCSELPA Office Manager

Jennifer Connolly, SBCSELPA Coordinator

Rachel Wigle, SBCSELPA Chief Business Official

Brian Helt, SBCSELPA Executive Assistant

Kirsten Escobedo, Assistant Superintendent, Special Education, SBCEO

Jamie Johnson, Director of Special Education, Lompoc Unified School District

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 & Jamie Johnson joined this meeting. There were no other guests in attendance at the meeting.

SBCSELPA JPA BOARD
MINUTES OF MARCH 4, 2024

I. **PUBLIC SESSION** *(continued)*

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

Ray Avila reviewed the report he prepared for the JPA Board, highlighting item 4, Special Education Legislation. Specifically focusing on bill ***AB 2173 (Addis) Special Education emotional disability***, that SELPA Administrators of CA sponsor. Ray further highlighted item 5, CDE Special Education Compliance. The Board was satisfied; there were no questions or comments.

II. **PUBLIC COMMENTS**

There were no public comments.

III. **APPROVAL OF ADDITIONAL EMERGENCY ITEMS**

There were no additional emergency items presented.

IV. **APPROVAL OF ACTION AGENDA**

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

Motion to Approve: Holly Edds **Second:** Emilio Handall

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

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

A. **Minutes of February 5, 2024 Regular Meeting**

B. **Ratification of Payment of Claims:** 01-777973 – 01-777987, 01-778938 – 01-778954, 01-780008 – 01-780026, 01-781005 – 01-781014.

C. **SBCSELPA Memorandum of Understanding (MOU) for Professional Services provided to District for 2023-24 BCBA Hours and Services for Santa Ynez Valley Special Education Consortium**

D. **Moss, Levy, & Hartzheim, LLP 2023-24 Auditing Letter of Engagement with SBCSELPA**

E. **2023-2024 Nonpublic Agency (NPA) Master Contract Rates**

1. Exhibit A Rates Sheet: CareStaff Partners
2. Exhibit A Rates Sheet: E-Therapy, LLC

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

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

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

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

SBCSELPA JPA BOARD
MINUTES OF MARCH 4, 2024

VI. **PRESENTATION**

A. **Second Interim Report for Fiscal Year 2023-2024**

Presenter: Rachel Wigle, SBCSELPA Chief Business Official

Rachel Wigle shared a presentation with the JPA Board regarding the Second Interim Report for FY 23-24. The board was satisfied; there were no further questions or comments.

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

A. **Certification of Second Period Interim Report for Fiscal Year 2023-2024**

1. First and Second Interim Comparison
2. Revenue and Expenditure Multi-Year Comparison
3. Multi-Year Projections Assumptions 2023-2024 Second Interim
4. Second Period Interim Report

Recommendation: The JPA Board approves and certify the Second Period Interim Report for Fiscal Year 2023-2024 as presented.

Motion to Approve: Emilio Handall **Second:** Holly Edds

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

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

B. **Memorandum of Understanding (MOU) between Santa Barbara County SELPA (SBCSELPA) and Hope School District for purpose of providing Administrative Unit (AU) services to SBCSELPA**

1. Hope School District Resolution 23/24-09
2. AU MOU for SBCSELPA/Hope School District

Recommendation: The JPA Board approves t the proposed MOU between SBCSELPA and Hope School District for purposes of this LEA providing AU services for SBCSELPA as presented.

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

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

Ray Avila introduced this item sharing that the proposed MOU template is to establish a formal agreement between SBCSELPA and SB-PIC Interns, like the other MOUs utilized as part of the SB-PIC program. The Board was satisfied; there were no questions or comments.

**Emilio Handall stepped out of meeting.*

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

C. **SBCSELPA/California State Department of Rehabilitation (DOR) Interagency Agreement**

1. Interagency Agreement with marked revisions
2. Interagency Agreement in final form

Recommendation: The JPA Board approves the SBCSELPA/California State Department of Rehabilitation (DOR) revised Interagency Agreement as presented.

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

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

D. **SBCSELPA/Tri-Counties Regional Center (TCRC) Interagency Agreement**

3. Interagency Agreement with marked revisions
4. Interagency Agreement in final form

Recommendation: The JPA Board approves the SBCSELPA/Tri-Counties Regional Center revised Interagency Agreements as presented.

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

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

Kirsten Escobedo reviewed this item with the Board. SBCEO requested five (5) hours per day of additional staffing support, specifically, a signing aide. This increase will assist the teacher in best practices for students with various disabilities. The Board was satisfied; there were no questions or comments.

**Emilio Handall returned to meeting.*

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

A. **Lompoc Unified School District (LUSD) Request to Close Regional Elementary GROW Program in the 2024-25 School Year**

1. LUSD Correspondence, dated February 9, 2024

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

B. **Transition IEP Data/Instructional Assistant Data**

1. SBCSELPA 2023 LEAs 2023 IEP Instructional Assistant Support

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

C. **SBCSELPA Surrogate Volunteers**

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

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Checks Dated 01/24/2024 through 04/25/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-777973	01/30/2024	Facio-Leon, Natalie	01-5200		14.00
01-777974	01/30/2024	Aldous Pabon	01-5860		3,000.00
01-777975	01/30/2024	Alexandra Holdom	01-4300		37.91
01-777976	01/30/2024	Catherine Park	01-5860		3,000.00
01-777977	01/30/2024	CPR COMPUTER SERVICES	01-5860		1,140.00
01-777978	01/30/2024	██████████ NPS 2022-23-72	01-5890		315.17
01-777979	01/30/2024	Emma Warren	01-5860		3,000.00
01-777980	01/30/2024	Frontier	01-5910		116.90
01-777981	01/30/2024	Gabrielle Esposito	01-5860		3,000.00
01-777982	01/30/2024	Goleta Union School District	01-7281		59.80
01-777983	01/30/2024	Great America Financial Svcs.	01-5860		188.93
01-777984	01/30/2024	Moss Levy & Hartzheim	01-5810		9,000.00
01-777985	01/30/2024	Patterson Associates	01-5600		6,488.17
01-777986	01/30/2024	Regents of Univ. of CA	01-8699		5,882.94
01-777987	01/30/2024	Santa Barbara Unified District	01-7281		5,550.06
01-778938	02/06/2024	Bucio, Rosy	01-5910		35.00
01-778939	02/06/2024	Facio-Leon, Natalie	01-5910		35.00
01-778940	02/06/2024	Foote, Lisa A	01-5910		35.00
01-778941	02/06/2024	Alexandra Holdom	01-5200		917.06
01-778942	02/06/2024	Alexis Freeborn	01-4300	10.00	
			01-5200	378.87	
			01-5910	35.00	423.87
01-778943	02/06/2024	FAGEN FRIEDMAN & FULFROST LLP	01-5830		261.50
01-778944	02/06/2024	Frontier	01-5910		146.00
01-778945	02/06/2024	Gissell Crespo	01-5200		338.62
01-778946	02/06/2024	Jazmin Estebez	01-5200	921.45	
			01-5910	35.00	956.45
01-778947	02/06/2024	██████████ NPS 2022-23-76	01-5890		535.00
01-778948	02/06/2024	Lauren Gerken	01-5200		191.66
01-778949	02/06/2024	██████████ NPS 2022-23-74	01-5890		902.67
01-778950	02/06/2024	Rachel Bidinost	01-5200	882.52	
			01-5910	35.00	917.52
01-778951	02/06/2024	Santa Barbara Charter School	01-7281		770.00
01-778952	02/06/2024	Tania Nunez De La Torre	01-5200	721.39	
			01-5910	35.00	756.39
01-778953	02/06/2024	Tina Kurrels	01-5910		35.00
01-778954	02/06/2024	West Shield Adolescent Service	01-5890		7,278.43
01-780008	02/13/2024	Avila, Ray S	01-5200		1,173.18
01-780009	02/13/2024	ACSA	01-5300		135.61
01-780010	02/13/2024	Big Green Cleaning Company	01-5860		409.00
01-780011	02/13/2024	Devereux ABH	01-5890	17,598.08	
			01-5892	3,866.48	21,464.56
01-780012	02/13/2024	Dr. Shane Jimerson	01-5860		610.00
01-780013	02/13/2024	Elevations RTC	01-5890	22,420.00	
			01-5892	22,420.00	44,840.00
01-780014	02/13/2024	Frontier	01-5910		183.40

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Checks Dated 01/24/2024 through 04/25/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-780015	02/13/2024	Gissell Crespo	01-4300		300.00
01-780016	02/13/2024	Greenacre Home and School	01-5890	14,992.41	
			01-5892	2,153.67	17,146.08
01-780017	02/13/2024	Lauren Gerken	01-5200		10.88
01-780018	02/13/2024	Lava Heights Academy	01-5890	4,774.00	
			01-5891	9,394.00	
			01-5892	1,155.00-	13,013.00
01-780019	02/13/2024	Michelle White	01-4300		62.00
01-780020	02/13/2024	North Valley Schools Inc.	01-5890	6,933.00	
			01-5892	4,470.00	11,403.00
01-780021	02/13/2024	Orcutt Union School District	01-5830		11,024.00
01-780022	02/13/2024	Sage Communications, Inc.	01-5910		391.71
01-780023	02/13/2024	Santa Barbara Charter School	01-5830		1,065.00
01-780024	02/13/2024	Staples Business Credit	01-4310		102.60
01-780025	02/13/2024	Tania Nunez De La Torre	01-4300		37.16
01-780026	02/13/2024	Verizon Wireless	01-5910		213.56
01-781005	02/20/2024	Foote, Lisa A	01-5200		290.11
01-781006	02/20/2024	Wigle, Rachel R	01-4300		43.81
01-781007	02/20/2024	ALD Telecom	01-5910		67.90
01-781008	02/20/2024	Goleta Union School District	01-7281		26,043.76
01-781009	02/20/2024	Great America Financial Svcs.	01-5860		160.65
01-781010	02/20/2024	Michelle White	01-4300		6.80
01-781011	02/20/2024	Rachel Bidinost	01-4300		19.99
01-781012	02/20/2024	Securitas Technology Corp.	01-5860		70.11
01-781013	02/20/2024	SIRAS Systems	01-5850		2,480.00
01-781014	02/20/2024	VISA	01-4300	1,220.61	
			01-5800	486.78	1,707.39
01-781915	02/27/2024	Avila, Ray S	01-4300		24.95
01-781916	02/27/2024	Aldous Pabon	01-5860		3,000.00
01-781917	02/27/2024	Catherine Park	01-5860		3,000.00
01-781918	02/27/2024	Emma Warren	01-5860		3,000.00
01-781919	02/27/2024	Frontier	01-5910		89.40
01-781920	02/27/2024	Gabrielle Esposito	01-5860		3,000.00
01-781921	02/27/2024	Goleta Union School District	01-7281		2,071.17
01-781922	02/27/2024	██████ NPS 2022-23-76	01-5890		2,264.07
01-781923	02/27/2024	Lompoc Unified School District	01-7281		3,390.81
01-781924	02/27/2024	Patterson Associates	01-5600		15,307.01
01-781925	02/27/2024	Tuff Shed	01-6100		6,783.85
01-783019	03/05/2024	Bucio, Rosy	01-5910		35.00
01-783020	03/05/2024	Facio-Leon, Natalie	01-5910		35.00
01-783021	03/05/2024	Foote, Lisa A	01-5910		35.00
01-783022	03/05/2024	Alexandra Holdom	01-5200		644.63
01-783023	03/05/2024	Casa Pacifica	01-5890	36,123.00	
			01-5892	4,177.00	40,300.00
01-783024	03/05/2024	Central Coast Otolaryngology	01-5910		92.07
01-783025	03/05/2024	CPR COMPUTER SERVICES	01-5860		1,500.00

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Checks Dated 01/24/2024 through 04/25/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-783026	03/05/2024	Frontier	01-5910		256.13
01-783027	03/05/2024	Gissell Crespo	01-5910		35.00
01-783028	03/05/2024	Jazmin Estebez	01-5200	502.50	
			01-5910	35.00	537.50
01-783029	03/05/2024	Laura Morizio	Reissued		2,021.25 *
Reissued on 04/16/2024, Cancel Register # 5501720					
01-783030	03/05/2024	Lauren Gerken	01-5910		35.00
01-783031	03/05/2024	Michelle White	01-5200	246.43	
			01-5910	35.00	281.43
01-783032	03/05/2024	North Valley Schools Inc.	01-5890		16,328.00
01-783033	03/05/2024	Rachel Bidinost	01-5200	808.36	
			01-5910	35.00	843.36
01-783034	03/05/2024	Santa Barbara Unified District	01-5860		29,096.30
01-783035	03/05/2024	Tania Nunez De La Torre	01-5910		217.91
01-783036	03/05/2024	X Tech Laser Printing Inc.	01-5860		255.03
01-784143	03/12/2024	Avila, Ray S	01-5200		1,115.01
01-784144	03/12/2024	Facio-Leon, Natalie	01-5200		423.91
01-784145	03/12/2024	Foote, Lisa A	01-5200		260.97
01-784146	03/12/2024	ACSA	01-5300		135.61
01-784147	03/12/2024	Big Green Cleaning Company	01-5860		409.00
01-784148	03/12/2024	Elevations RTC	01-5890	32,480.00	
			01-5892	9,020.00	41,500.00
01-784149	03/12/2024	FAGEN FRIEDMAN & FULFROST LLP	01-5830		81.00
01-784150	03/12/2024	Frontier	01-5910		173.42
01-784151	03/12/2024	Gissell Crespo	01-5200		595.97
01-784152	03/12/2024	Lauren Gerken	01-5200		898.74
01-784153	03/12/2024	Lava Heights Academy	01-5890	4,466.00	
			01-5891	4,466.00	
			01-5892	3,300.00	12,232.00
01-784154	03/12/2024	Michelle White	01-4300		88.95
01-784155	03/12/2024	Ponzuric Learning Solutions	01-8699		2,839.15
01-784156	03/12/2024	Rachel Bidinost	01-5200		143.58
01-784157	03/12/2024	Sage Communications, Inc.	01-5910		391.71
01-784158	03/12/2024	Verizon Wireless	01-5910		220.56
01-784159	03/12/2024	Yolanda Horton	01-5800		562.13
01-785571	03/19/2024	Bucio, Rosy	01-5200		1,607.06
01-785572	03/19/2024	ALD Telecom	01-5910		66.09
01-785573	03/19/2024	Buellton Union School District	01-5830	38,445.00	
			01-7281	44,622.00	83,067.00
01-785574	03/19/2024	Cory Cove Wellness, LLC	01-5800		375.00
01-785575	03/19/2024	Frontier	01-5910		128.03
01-785576	03/19/2024	Lauren Gerken	01-4300		10.85
01-785577	03/19/2024	Leticia Leon	01-4310		25.35
01-785578	03/19/2024	North Valley Schools Inc.	01-5890	7,623.00	
			01-5892	5,586.00	13,209.00
01-785579	03/19/2024	Philbert Pandac	01-5800		603.20

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Checks Dated 01/24/2024 through 04/25/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-785580	03/19/2024	VISA	01-4300	1,795.82	
			01-5800	251.27	2,047.09
01-786567	03/26/2024	Avila, Ray S	01-4300	20.65	
			01-5200	608.48	629.13
01-786568	03/26/2024	Aldous Pabon	01-5860		3,000.00
01-786569	03/26/2024	CARRIE HICINBOTHOM	01-5800		362.22
01-786570	03/26/2024	Casa Pacifica	01-5890	33,523.00	
			01-5892	4,177.00	37,700.00
01-786571	03/26/2024	Catherine Park	01-5860		3,000.00
01-786572	03/26/2024	CRISIS PREVENTION INSTITUTE	01-4300		15,219.57
01-786573	03/26/2024	Emma Warren	01-5860		3,000.00
01-786574	03/26/2024	Gabrielle Esposito	01-5860		3,000.00
01-786575	03/26/2024	Goleta Union School District	01-7281		176.25
01-786576	03/26/2024	Great America Financial Svcs.	01-5860		188.93
01-786577	03/26/2024	Patterson Associates	01-5600		6,488.17
01-786578	03/26/2024	Santa Barbara County Education Office	01-4300		72.60
01-786579	03/26/2024	Sarah Gunn	01-5800		434.08
01-786580	03/26/2024	Securitas Technology Corp.	01-5860		276.56
01-787487	04/02/2024	Avila, Ray S	01-5200		3,521.41
01-787488	04/02/2024	Umansky, Deborah	01-5200		1,000.00
01-787489	04/02/2024	Alexandra Holdom	01-5200		785.44
01-787490	04/02/2024	CPR COMPUTER SERVICES	01-5860		1,200.00
01-787491	04/02/2024	Eide Bailly LLP	01-5810		1,280.00
01-787492	04/02/2024	Frontier	01-5910		270.31
01-787493	04/02/2024	Gissell Crespo	01-5200		1,067.11
01-787494	04/02/2024	Jane Harpster	01-4310		230.83
01-787495	04/02/2024	Jazmin Estebez	01-5200		969.02
01-787496	04/02/2024	Lauren Bussian	01-4310		201.66
01-787497	04/02/2024	██████████ NPS 2022-23-74	01-5890		1,387.36
01-787498	04/02/2024	Mary Beth Coyne	01-4310		229.36
01-787499	04/02/2024	Michelle White	01-5200		552.21
01-787500	04/02/2024	Orcutt Union School District	01-5200		460.13
01-787501	04/02/2024	Ponzuric Learning Solutions	01-5800		400.00
01-787502	04/02/2024	Santa Barbara Unified District	01-5860		25,000.00
01-787503	04/02/2024	Steven G. Feifer, D.Ed. ABPdN	01-5800		2,700.00
01-787504	04/02/2024	Tania Nunez De La Torre	01-5200		410.71
01-788352	04/09/2024	Bucio, Rosy	01-5910		35.00
01-788353	04/09/2024	Facio-Leon, Natalie	01-5910		35.00
01-788354	04/09/2024	Foote, Lisa A	01-5910		35.00
01-788355	04/09/2024	Alexandra Holdom	01-5200		35.00
01-788356	04/09/2024	Alpha Resource Center	01-5200		49.15
01-788357	04/09/2024	Big Green Cleaning Company	01-5860		409.00
01-788358	04/09/2024	Elevations RTC	01-5890	44,560.00	
			01-5892	11,220.00	55,780.00
01-788359	04/09/2024	Gissell Crespo	01-5910		35.00

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Checks Dated 01/24/2024 through 04/25/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-788360	04/09/2024	Jazmin Estebez	01-5910		35.00
01-788361	04/09/2024	Lauren Gerken	01-5200	1,036.16	
			01-5910	35.00	1,071.16
01-788362	04/09/2024	Michelle White	01-5910		35.00
01-788363	04/09/2024	Patricia Moore	01-5200		495.80
01-788364	04/09/2024	Sage Communications, Inc.	01-5910		391.71
01-788365	04/09/2024	Tania Nunez De La Torre	01-5910		35.00
01-788366	04/09/2024	Tri-Valley Trophies & Specialties Co.	01-4300		2,803.00
01-788367	04/09/2024	Verizon Wireless	01-5910		220.56
01-788368	04/09/2024	West Shield Adolescent Service	01-5890		9,645.76
01-788369	04/09/2024	X Tech Laser Printing Inc.	01-5860		339.72
01-789410	04/16/2024	Avila, Ray S	01-5200		1,329.05
01-789411	04/16/2024	ACSA	01-5300		135.61
01-789412	04/16/2024	Devereux ABH	01-5890	34,060.80	
			01-5892	7,960.40	42,021.20
01-789413	04/16/2024	Frontier	01-5910		190.63
01-789414	04/16/2024	Goleta Union School District	01-7281		3,280.27
01-789415	04/16/2024	Karla Curry	01-5200		1,368.98
01-789416	04/16/2024	Laura Morizio	01-5860		2,750.00
01-789417	04/16/2024	North Valley Schools Inc.	01-5890	7,507.50	
			01-5892	4,704.00	12,211.50
01-790624	04/23/2024	ALD Telecom	01-5910		78.35
01-790625	04/23/2024	Ashley Johnson	01-5200		460.13
01-790626	04/23/2024	CPR COMPUTER SERVICES	01-5860		1,440.00
01-790627	04/23/2024	Frontier	01-5910		90.92
01-790628	04/23/2024	Great America Financial Svcs.	01-5860		188.93
01-790629	04/23/2024	Katrina Scalzi	01-4310		43.49
01-790630	04/23/2024	Lava Heights Academy	01-5890	9,548.00	
			01-5892	3,465.00	13,013.00
01-790631	04/23/2024	██████████ NPS 2023-24-80	01-5890		906.80
01-790632	04/23/2024	██████████ NPS 2023-24-80	01-5890		1,384.96
01-790633	04/23/2024	VISA	01-4300	1,238.06	
			01-5800	532.56	1,770.62
Total Number of Checks			185		776,857.92

	Count	Amount
Reissue	1	2,021.25
Net Issue		774,836.67

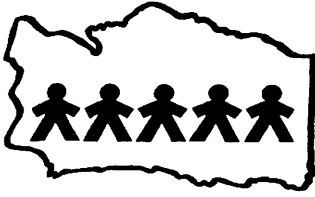
Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	184	774,836.67
	Total Number of Checks	185	774,836.67
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		774,836.67

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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2023-2024 Nonpublic School (NPS) Individual Service Agreement (ISA)

BACKGROUND:

- The following ISA are for services provided to NPS students currently in placement reflect the rates negotiated in the JPA Board approved **2023-2024** Nonsectarian, Nonpublic School/Agency Master Contract.

<i>Nonpublic School</i>	<i>Case Number</i>	<i>100% Contract Cost</i>	<i>Effective Dates</i>
Elevations Academy RTC	NPS 2023-24-81	\$76,420.00	03/18/2024 – 06/30/2024
Total		\$76,420.00	

FISCAL IMPACT: The contracted costs for the SBCSELPA NPS placement for 2023-2024 is \$76,420.00.

RECOMMENDATION: The JPA Board approve the above 2023-2024 NPS ISA as presented.

RA:lm

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 March 18, 2024 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 Agency Santa Barbara County Special Education Local Plan Area Nonpublic School Elevations Academy RTC

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

Pupil Name **NPS 2023-24-81** Sex: ☐ M ☒ F Grade: 10
(Last) (First) (M.I.)

Address 3728 State Street 134 City Santa Barbara State/Zip CA/93105

DOB: [REDACTED] Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☒ OTHER RTC _____

Parent/Guardian _____ Phone (805) (312) _____ () _____
(Residence) (Business)

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

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 71 _____ during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$220

Estimated Number of Days 71 **x Daily Rate** \$220 **= PROJECTED BASIC EDUCATION COSTS** \$15 620

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		71	\$220		\$15,620
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (510)							
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			105	\$390		\$40,950
Mental Health Services	x			105	\$170		\$17850
Enrollment Fee	x			1	\$2,000		\$2,000
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

107250

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$60,800TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 76,420

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

Elevations Academy RTC

Santa Barbara County SELPA

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)


Ryan Mortensen (Mar 14, 2024 11:07 CDT)

03/14/2024


Ray Avila (Mar 14, 2024 08:58 PDT)

03/14/2024

(Signature)
(Date)

(Signature)

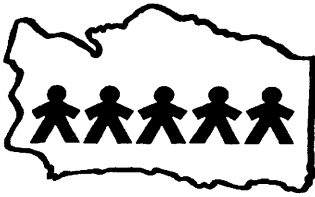
(Date)

Ryan Mortensen, Associate Executive Director

Dr. Ray Avila, Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-2025 Nonpublic School (NPS) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2024-2025 Nonpublic, Nonsectarian School Services Master Contract (**REF: VI-D.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-D.1.a-b**) for the following nonpublic school (NPS) contractors are attached to the NPS master contract for the 2024-2025 school year and are being presented for JPA Board approval:
 - a. Elevations Academy
 - b. Solstice RTC / Fernwood Academy

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2024-2025 school year and will be funded out of mental health dollars allocated to SBCSELPA NPS placements.

RECOMMENDATION: The JPA Board approves the 2024-2025 NPS Master Contract and corresponding Exhibit A Rate sheet for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

Master Contract
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2024-2025

 X Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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2024-2025**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** _____**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2024, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the _____ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

- containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7. an intervention that precludes adequate supervision of the individual;
- 8. an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents

resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures

pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and

pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

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43. STATE MEAL MANDATE

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

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

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

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

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

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

44. MONITORING

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

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

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer

associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA.

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety

(90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

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

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

62. INSPECTION AND AUDIT

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

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

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

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

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

CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

63. RATE SCHEDULE

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

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 366 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency**LEA Name**

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

Address

Address

City **State** **Zip**

City	State	Zip
------	-------	-----

Phone	Fax
--------------	------------

Phone	Fax
--------------	------------

Email

Email

Additional LEA Notification (Required if completed)

Name and Title

Address

City	State	Zip
------	-------	-----

Phone	Fax
--------------	------------

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

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

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

EXHIBIT B: 2024-2025 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

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

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

B. RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Elevations Academy

The CONTRACTOR CDS NUMBER: 77-76422-6131130

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

Maximum Contract Amount: _____

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

- 1) Daily Basic Education Rate: _____

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Basic Education</u>	<u>\$230</u>	<u>Per Diem</u>
<u>Room, Board and Supervision</u>	<u>\$410</u>	<u>Per Day</u>
<u>Mental Health Services</u>	<u>\$180</u>	<u>Per Day</u>
<u>Enrollment Fee</u>	<u>\$2,500</u>	<u>One-Time</u>
<u>Precautions (1:1 Care)</u>	<u>\$100</u>	<u>12-Hour Period</u>

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Solstice RTC/Fernwood Academy

The CONTRACTOR CDS NUMBER: 77-76422 0134916

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

Maximum Contract Amount:

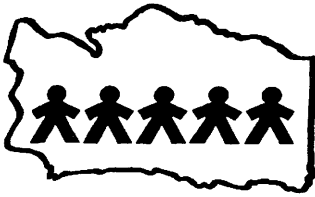
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

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:

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Clinical & Support</u>	<u>\$429.56</u>	<u>Per Calendar Day</u>
<u>Education</u>	<u>\$230.88</u>	<u>Per School Day</u>
<u>Room & Board</u>	<u>\$140.10</u>	<u>Per Calendar Day</u>



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-2025 Nonpublic Agency (NPA) Master Contract & Exhibit A Rates

BACKGROUND:

- The attached 2024-2025 Nonpublic, Nonsectarian Agency Services Master Contract (**REF: VI-E.1**) is being presented for JPA Board approval. This master contract was developed by California State SELPA administrators and has been reviewed by legal counsel.
- The attached Exhibit A Rates sheets (**REF: VI-E.1.a-h**) for the following nonpublic agency (NPA) contractors are attached to the NPA master contract for the 2024-2025 school year and are being presented for JPA Board approval:
 - a. **ABS Kids LLC**
 - b. **Aequor Healthcare Services LLC**
 - c. **AMN Allied Services LLC**
 - d. **Carestaff**
 - e. **EdTheory LLC**
 - f. **Pioneer Healthcare Services LLC**
 - g. **Sunbelt Staffing, LLC**
 - h. **The Genesis Group, Inc**

FISCAL IMPACT: Rates for services vary. Total costs for services will be determined by the individual service agreements written throughout the 2024-2025 school year and will be funded out of mental health dollars.

RECOMMENDATION: The JPA Board approves the 2024-2025 Nonpublic, Nonsectarian Agency Services Master Contract and corresponding Exhibit A Rates for contractor services as presented.

RA:lm

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2024-2025

_____ Nonpublic School

X _____ Nonpublic Agency

Type of Contract:

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

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

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

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

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2024-2025**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** _____**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2024, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the _____ SELPA and _____ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

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

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

- containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- 6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- 7. an intervention that precludes adequate supervision of the individual;
- 8. an intervention that deprives the individual of one or more of his or her senses.

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

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

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

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

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

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents

resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures

pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and

pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

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43. STATE MEAL MANDATE

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

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

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

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

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

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

44. MONITORING

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

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

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

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

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

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

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer

associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA.

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

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

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

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety

(90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

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

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

62. INSPECTION AND AUDIT

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

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

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

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

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

CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

63. RATE SCHEDULE

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

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

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Educationally Related Mental Health Services (ERMHS) costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on Positive attendance (payable for up to a maximum of 366 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title

Name and Title

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

Address

Address

City **State** **Zip**

City	State	Zip
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Phone	Fax
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Phone	Fax
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Email

Email

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

Name and Title

Address

City	State	Zip
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Phone	Fax
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Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

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

<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

EXHIBIT B: 2024-2025 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business) _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____
Estimated Number of Days _____ x Daily Rate _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Alternative Behavior Strategies, LLC dba ABS Kids

The CONTRACTOR CDS NUMBER: 9902048

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>FBA</u>	<u>\$112</u>	<u>Hourly</u>
<u>BII</u>	<u>\$82</u>	<u>Hourly</u>
<u>BID</u>	<u>\$112</u>	<u>Hourly</u>
<u>Psychological/Diagnostic Assessment</u>	<u>\$155</u>	<u>Hourly</u>
<u>Last-Minute Cancellations/No-Show</u>	<u>\$65</u>	<u>Hourly</u>
<u>Bus BII</u>	<u>\$102</u>	<u>Hourly</u>
<u>Bus BID</u>	<u>\$112</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Aequor Healthcare Services LLCThe CONTRACTOR CDS NUMBER: 9902006

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

Maximum Contract Amount: _____

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech Language Pathologist</u>	<u>\$120</u>	<u>Hourly</u>
<u>SLPA</u>	<u>\$90</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$120</u>	<u>Hourly</u>
<u>COTA</u>	<u>\$90</u>	<u>Hourly</u>
<u>Special Education Teachers</u>	<u>\$100</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$130</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$120</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$135</u>	<u>Hourly</u>
<u>RBT</u>	<u>\$65</u>	<u>Hourly</u>
<u>Paraprofessionals</u>	<u>\$55</u>	<u>Hourly</u>
<u>RN</u>	<u>\$85</u>	<u>Hourly</u>
<u>LVN</u>	<u>\$75</u>	<u>Hourly</u>
<u>CNA</u>	<u>\$65</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$120</u>	<u>Hourly</u>
<u>Certified Reading Specialist</u>	<u>\$100</u>	<u>Hourly</u>
<u>Interpreter</u> (Non EIPA)	<u>\$75</u>	<u>Hourly</u>
<u>Interpreter</u>	<u>\$90</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: AMN Allied Services, LLC

The CONTRACTOR CDS NUMBER: 9901690

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

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

Audiological Services (720) _____

EXHIBIT A: 2024-2025 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Carestaff Partners, LLCThe CONTRACTOR CDS NUMBER: 9903326

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

Maximum Contract Amount: _____

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

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

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Physical Therapist (PT)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>Physical Therapist Assistant (PTA)</u>	<u>\$62 - \$72</u>	<u>Hourly</u>
<u>Occupational Therapist (OT)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>Certified Occupational Therapist Assistant (COTA)</u>	<u>\$62 - \$72</u>	<u>Hourly</u>
<u>Audiologist (AUD)</u>	<u>\$75 - \$82</u>	<u>Hourly</u>
<u>Speech Language Pathologist (SLP)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>Speech Language Pathologist Clinical Fellow (SLP-CF)</u>	<u>\$70 - \$78</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant (SLPA)</u>	<u>\$62 - \$72</u>	<u>Hourly</u>
<u>School Psychologist (LSSP)</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>Licensed Professional Counselor (LPC)</u>	<u>\$75 - \$82</u>	<u>Hourly</u>
<u>Board Certified Behavior Analyst (BCBA)</u>	<u>\$77 - \$85</u>	<u>Hourly</u>
<u>Board Certified Assistant Behavior Analyst (BCaBA)</u>	<u>\$75 - \$85</u>	<u>Hourly</u>
<u>School Social Worker (SW)</u>	<u>\$60 - \$75</u>	<u>Hourly</u>
<u>Sign Language Interpreter (SLI)</u>	<u>\$60 - \$75</u>	<u>Hourly</u>
<u>Educational Diagnostician (ED)</u>	<u>\$60 - \$70</u>	<u>Hourly</u>
<u>Special Education Teacher (SPED-T)</u>	<u>\$70 - \$80</u>	<u>Hourly</u>
<u>Visual Impairment Teacher (VIT)</u>	<u>\$70 - \$80</u>	<u>Hourly</u>

<u>Orientation and Mobility Specialist (O&M)</u>	<u>\$70 - \$80</u>	<u>Hourly</u>
<u>Teacher of the Deaf/Hard of Hearing (DHoH)</u>	<u>\$70 - \$80</u>	<u>Hourly</u>
<u>Adapted Physical Education Teacher</u>	<u>\$70 - \$80</u>	<u>Hourly</u>
<u>Paraprofessional/Paraeducator</u>	<u>\$45 - \$55</u>	<u>Hourly</u>
<u>Assistive Technology Specialist</u>	<u>\$55 - \$65</u>	<u>Hourly</u>
<u>Registered Nurse (RN)</u>	<u>\$72 - \$82</u>	<u>Hourly</u>
<u>Licensed Practical Nurse (LPM)</u>	<u>\$62 - \$70</u>	<u>Hourly</u>
<u>Overtime (Ot)</u> (Must be approved by LEA.)	<u>Rate x 1.5</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: EDTheory, LLCThe CONTRACTOR CDS NUMBER: 9901941

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

Maximum Contract Amount: _____

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

- 1) Daily Basic Education Rate: _____

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech and Language Pathologist</u> (Monolingual)	<u>\$101</u>	<u>Hourly</u>
<u>Speech and Language Pathologist</u> (Bilingual)	<u>\$104</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant</u> (Monolingual)	<u>\$80</u>	<u>Hourly</u>
<u>Speech and Language Pathologist Assistant</u> (Bilingual)	<u>\$83</u>	<u>Hourly</u>
<u>School Psychologist</u> (Monolingual)	<u>\$120</u>	<u>Hourly</u>
<u>School Psychologist</u> (Bilingual)	<u>\$122</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$101</u>	<u>Hourly</u>
<u>Adapted Physical Education (APE)</u>	<u>\$101</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$100</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$100</u>	<u>Hourly</u>
<u>Certified School Nurse (CSN/RN)</u>	<u>\$100</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist (LMFT)</u>	<u>\$114</u>	<u>Hourly</u>
<u>Board Certified Behavior Analyst (BCBA)</u>	<u>\$120</u>	<u>Hourly</u>

CLASSIFIED STAFF

<u>Instructional Assistant/Aide</u>	<u>\$55</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse (LVN)</u>	<u>\$77</u>	<u>Hourly</u>
<u>Certified Nurse Assistant (CNA)</u>	<u>\$63</u>	<u>Hourly</u>
<u>Registered Behavioral Technician (RBT)</u>	<u>\$65</u>	<u>Hourly</u>
<u>Behavioral Technician (BT)</u>	<u>\$58</u>	<u>Hourly</u>
<u>Mental Health Technician</u>	<u>\$65</u>	<u>Hourly</u>
<u>Associate Marriage and Family Technician (AMFT)</u>	<u>\$90</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Pioneer Healthcare Services LLCThe CONTRACTOR CDS NUMBER: 9900172

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

Maximum Contract Amount: _____

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

- 1) Daily Basic Education Rate: _____

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech Language Pathologist</u>	<u>\$90 - \$120</u>	<u>Hourly</u>
<u>Speech Language Pathologist Assistant</u>	<u>\$62 - \$75</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$85 - \$110</u>	<u>Hourly</u>
<u>Certified Occupational Therapy Assistant</u>	<u>\$62 - \$75</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$90 - \$115</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$62 - \$75</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$95 - \$125</u>	<u>Hourly</u>
<u>Registered Nurse</u>	<u>\$75 - \$90</u>	<u>Hourly</u>
<u>LVN/LPN</u>	<u>\$55 - \$70</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$80 - \$95</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Sunbelt Staffing, LLCThe CONTRACTOR CDS NUMBER: 9900161

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

Maximum Contract Amount: _____

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

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

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Speech Language Pathologist</u>	<u>\$90 - \$130</u>	<u>Hourly</u>
<u>Physical and/or Occupational Therapist</u>	<u>\$90 - \$130</u>	<u>Hourly</u>
<u>SLPA, PTA, and/or COTA</u>	<u>\$70 - \$80</u>	<u>Hourly</u>
<u>SLP – CFY</u>	<u>\$80 - \$90</u>	<u>Hourly</u>
<u>School Nurses – LPN/RN/CSN</u>	<u>\$65 - \$110</u>	<u>Hourly</u>
<u>Psychologist</u>	<u>\$95 - \$130</u>	<u>Hourly</u>
<u>Behavior Specialist</u>	<u>\$70 - \$95</u>	<u>Hourly</u>
<u>Guidance Counselor</u>	<u>\$70 - \$90</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$85 - \$105</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>Call for Rate</u>	<u>Hourly</u>
<u>Life Skills Teacher</u>	<u>Call for Rate</u>	<u>Hourly</u>
<u>Sign Language Interpreter</u>	<u>\$65 - \$80</u>	<u>Hourly</u>
<u>Teacher of the Visually Impaired</u>	<u>\$80 - \$105</u>	<u>Hourly</u>
<u>Adaptive Physical Education Teacher</u>	<u>\$80 - \$105</u>	<u>Hourly</u>
<u>Orientation Mobility Specialist</u>	<u>\$80 - \$100</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$90 - \$130</u>	<u>Hourly</u>
<u>Instructional Assistant/ParaEducator/ABA Therapist/RBT</u>	<u>\$55 - \$78</u>	<u>Hourly</u>

Bilingual/Teletherapy SLP, OT, TVI, TDHH, etc.

Add \$5 - \$15

Hourly

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: The Genesis Group, Inc.The CONTRACTOR CDS NUMBER: 9902114

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

Maximum Contract Amount: _____

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

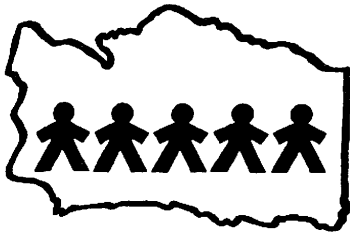
- 1) Daily Basic Education Rate: _____
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>ASL Interpreters</u>	<u>\$98 - \$115</u>	<u>Hourly</u>
<u>Assistive Technology Specialist</u>	<u>\$98 - \$115</u>	<u>Hourly</u>
<u>Audiologist</u>	<u>\$120 - \$145</u>	<u>Hourly</u>
<u>Behavior Analyst</u>	<u>\$88 - \$97</u>	<u>Hourly</u>
<u>Behavior Technician (RBT)</u>	<u>\$78 - \$85</u>	<u>Hourly</u>
<u>Deaf and Hard of Hearing Specialist</u>	<u>\$95 - \$110</u>	<u>Hourly</u>
<u>Licensed Marriage and Family Therapist</u>	<u>\$85 - \$90</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$98 - \$120</u>	<u>Hourly</u>
<u>Occupational Therapy Visit</u>	<u>\$120 - \$130</u>	<u>Hourly</u>
<u>Occupational Therapy Assistant</u>	<u>\$70 - \$73</u>	<u>Hourly</u>
<u>Orientation and Mobility Specialist</u>	<u>\$110 - \$140</u>	<u>Hourly</u>
<u>Paraprofessional Support</u>	<u>\$58 - \$62</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$98 - \$120</u>	<u>Hourly</u>
<u>Physical Therapy Visit</u>	<u>\$120 - \$130</u>	<u>Hourly</u>
<u>Physical Therapy Assistant</u>	<u>\$70 - \$73</u>	<u>Hourly</u>
<u>Education Psychologist</u>	<u>\$110 - \$140</u>	<u>Hourly</u>
<u>School Certified Nursing Assistant</u>	<u>\$57 - \$60</u>	<u>Hourly</u>

<u>School Guidance Counselors</u>	<u>\$90 - \$95</u>	<u>Hourly</u>
<u>School License Vocational Nurse</u>	<u>\$65 - \$68</u>	<u>Hourly</u>
<u>School Registered Nurse</u>	<u>\$70 - \$75</u>	<u>Hourly</u>
<u>Special Education Teacher</u>	<u>\$95 - \$110</u>	<u>Hourly</u>
<u>Special Education Tutor</u>	<u>\$60 - \$65</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$98 - \$130</u>	<u>Hourly</u>
<u>Speech Language Pathologist Visit</u>	<u>\$130 - \$150</u>	<u>Hourly</u>
<u>Speech Pathology Assistant</u>	<u>\$70 - \$75</u>	<u>Hourly</u>
<u>Clinical Fellowship Year</u>	<u>\$98 - \$105</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$80 - \$85</u>	<u>Hourly</u>
<u>Visually Impaired Specialist</u>	<u>\$110 - \$140</u>	<u>Hourly</u>

ADD ONS

<u>Bilingual Candidate</u>	<u>\$5</u>	<u>Added Per Hour</u>
<u>Candidate Supervision</u>	<u>\$5</u>	<u>Added Per Hour</u>



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-2025 Contracts for the Provision of Audiological Services

BACKGROUND:

- As per our Local Plan, SBCSELPA funds annual audiological check ups, as stated in the IEPs for students who are hard of hearing.
- SBCSELPA contracts with the following local audiological providers for the provision of these services:
 - Audiologic Associates of Santa Barbara
 - Hearing Consultants of California
 - Physician's Hearing Service
 - Raymund J. Llaurodo
- Contracting with more than one audiological provider allows parents flexibility in their choice when seeking audiological services for their child.
- The attached contract (**REF: VI-F.1**) will be submitted to all audiological providers listed above for signature after JPA Board approval of contract.

FISCAL IMPACT: Approval of the contracts will not increase services or costs.

RECOMMENDATION: The JPA Board approves the attached contract for the provision of audiological services as presented and needed for the period of July 1, 2024, through June 30, 2025.

RA:lm

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2024, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and _____ (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. Whole Agreement, Modifications and Amendments

This contract may be modified or amended by a written document executed by CONTRACTOR and SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by the CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees, and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

3. Independent Contractor Status

This contract is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

4. Licenses and Permits

CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

5. Conflict of Interest

If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

shall give twenty (20) days notice of termination. Upon termination of the contract SBCSELPA shall pay without duplication for all services performed and expenses incurred to the date of termination. In consideration of this payment, CONTRACTOR waives all right to further payment or damage, and shall turn over to the SBCSELPA copies of any records requested by SELPA.

7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records, or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111.

Notices to the CONTRACTOR shall be addressed to _____.
_____. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When the CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR, and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2023, and terminates on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2024, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Audiologic Associates of Santa Barbara at 215 West Pueblo, Santa Barbara, CA, 93105* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

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This contract may be modified or amended by a written document executed by CONTRACTOR and SBCSELPA. Changes in the educational services or placement provided under the contract may only be made on the basis of revisions to the pupil's Individualized Educational Program. At any time during the term of the contract, the parent, CONTRACTOR, or the SBCSELPA may request a review of the pupil's individualized program, subject to all procedural safeguards as specified in California Administration Code Title 4, Sections 3300 et seq., and Education Code Sections 56365 and 56366.5. Changes in the administrative or financial agreements of the contract which do not alter the educational services or placement may be made at any time during the term of the contract, as mutually agreed by CONTRACTOR and the SBCSELPA. All such changes or alterations must be in written form, signed by both parties, and attached to this agreement to be valid. This Agreement constitutes the whole agreement between the parties and expressly repeals any prior Agreement, either oral or written, between the parties pertaining to the services described herein. No oral alterations to this Agreement or variance from the provisions thereof shall be valid.

2. Performance, Subcontract and Assignment

CONTRACTOR shall be responsible for performance of the services set forth herein. This contract binds the heirs, successors, assignees and representatives of CONTRACTOR.

CONTRACTOR assures the SBCSELPA that any subcontractors providing service shall keep in effect an appropriate policy of liability insurance as mutually agreed upon between CONTRACTOR and the SBCSELPA.

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This contract is by and between two independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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CONTRACTOR shall be responsible for procuring and maintaining all applicable state and local operating permits or licenses. CONTRACTOR shall also obtain all applicable state or national licenses or registrations necessary for the provision of such services.

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If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the SBCSELPA a valid copy of the most recently adopted bylaws of the corporation and also a complete and accurate list of the governing Board of Directors (or Trustees) and to timely update said bylaws or the list of Board of Directors as changes in such governancy occurs. CONTRACTOR promises and attests that the CONTRACTOR and any Board of Directors of corporate CONTRACTOR shall avoid any actual or potential conflict of interest.

6. Termination

The contract may be terminated at any time by the SBCSELPA for (1) failure to perform services to the standards of the SBCSELPA, (2) the breach of any term or provision of this contract by CONTRACTOR, or (3) for any action or omission by CONTRACTOR detrimental to the health and welfare of pupils to whom CONTRACTOR is providing services. SBCSELPA

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7. Inspection and Audit

CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

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Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

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No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

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12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to the CONTRACTOR shall be addressed to ***Audiologic Associates of Santa Barbara, 215 West Pueblo, Santa Barbara, CA, 93105***. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

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Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2024, and terminates on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

AUDIOLOGICAL ASSOCIATES
OF SANTA BARBARA

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2024, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Hearing Consultants of California at 3839 Constellation, Lompoc, CA 93436* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

In consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

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<u>Description</u>	<u>Maximum Allowable</u>
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17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

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HEARING CONSULTANTS
OF CALIFORNIA

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2024, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Physician's Hearing Service, 116 S. Palisade Drive, Suite 206, Santa Maria, CA 93454* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

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PHYSICIAN'S HEARING
SERVICE

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2024, between SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA JOINT POWERS AGENCY, in the County of Santa Barbara, State of California (hereinafter referred to as "SBCSELPA"), and *Raymund J. Llaurado, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454* (hereinafter referred to as "CONTRACTOR"), for the purposes of providing special education or related services to individuals with exceptional needs under the authorization of Education Code Sections 56365, et seq.

WITNESSETH:

WHEREAS, the Governing Board of the SBCSELPA desires to provide special education and/or related services to pupils pursuant to Education Code Sections 56300, 56366.5 and 56740; and

WHEREAS, it has been determined that the need for such services exists and CONTRACTOR holds all required certificates and licenses and is capable of and willing to provide such services.

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CONTRACTOR shall provide access to or forward copies of any books, documents, paper, reports, records or other matter relating to the contract upon request by the SBCSELPA.

8. Indemnification

CONTRACTOR shall defend, save harmless, and indemnify the SBCSELPA and its officers, agents, and employees from all liabilities and claims for damages for death, sickness, or injury to persons or property including without limitation all damages, for any cause whatsoever arising from or connected with its service hereunder which may result from the negligence or willful misconduct of CONTRACTOR, its agents, or employees.

9. Insurance

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall keep in effect a policy or policies of complete broad-based liability insurance, which shall include, but not be limited to, (1) professional liability insurance coverage with limits of liability not less than \$1 million each claim and \$3 million aggregate.

Not later than the effective date of this contract, CONTRACTOR shall provide SBCSELPA with satisfactory evidence of insurance, including a provision for twenty (20) calendar days' written notice to the SBCSELPA before cancellation or material change in the above-specified coverage.

10. Charges to Parents

No charge of any kind to parents shall be made by CONTRACTOR for mandated educational and designated instruction services, including screening or interviews which may occur prior to a pupil's enrollment, under the terms of this contract.

11. Parent/Guardian

For the purposes of the contract, a parent is the natural parent or legal guardian.

12. Notices

All notices provided by this contract shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the SBCSELPA shall be addressed to Ray Avila, SELPA Executive Director, 5385 Hollister Avenue, Box 107, Santa Barbara, California 93111. Notices to the CONTRACTOR shall be addressed to ***Raymund J. Llauro, 220 S. Palisade Drive, Suite 102, Santa Maria, CA 93454***. The effective date of notice shall be the date of the postmark.

PAYMENT PROVISIONS

13. Rate Schedule

Educational service(s) offered by CONTRACTOR in accordance with the Individualized Education Program and the charges for such service(s) during the term of this contract, shall be as follows:

<u>Description</u>	<u>Maximum Allowable</u>
A. Complete diagnostic evaluation (Including impedance, electroacoustic analysis, test or aided auditory function)	\$195.00
B. Bi-yearly in office hearing aid check	\$45.00 (each)

14. Payment Demand

CONTRACTOR shall submit written demand monthly for payment. Such demand shall be on a form and in the manner prescribed by the State Department of Education.

CONTRACTOR shall submit demands for payment for services rendered no later than thirty (30) days from the end of the accounting period in which the services are actually rendered.

Upon approval of the payment demand, the SBCSELPA shall remit payment within thirty (30) days of receipt of properly submitted invoices. The CONTRACTOR may require an additional amount of one percent (1%) of the unpaid balance per month until full payment is made. When CONTRACTOR is unable to submit properly prepared invoices, the unpaid demands for payment are exempt from this late payment penalty.

Charges previously billed, and not paid due to legal technicalities, shall be corrected by the CONTRACTOR and submitted to the SBCSELPA no later than the final June demand for payment for that year.

15. Right to Withhold

The SBCSELPA has the right to withhold payment to CONTRACTOR when, in the written opinion of the SBCSELPA.

A. CONTRACTOR'S performance, in whole or in part, either has not been satisfactorily performed or is insufficiently documented.

B. CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

C. When service is provided by personnel who are not appropriately credentialed/licensed.

D. When properly submitted payment demand is not received by SBCSELPA within thirty (30) days from the end of the accounting period.

In the event of such notice by SBCSELPA, CONTRACTOR shall have fourteen (14) days from date of receipt of that notice to correct such deficiency. Upon written request from CONTRACTOR documenting reasonable justification, SBCSELPA shall agree to an extension of fourteen (14) days for correction.

16. Audit Exceptions

CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a

result of the CONTRACTOR'S performance of this contract. CONTRACTOR also agrees to pay to the SBCSELPA within thirty (30) days of demand by SBCSELPA the full amount of the SBCSELPA's liability to the state, if any, resulting from any audit exceptions to the extent such are attributable to CONTRACTOR'S failure to perform properly any of its obligation under this contract.

17. This Agreement is expressly made in accord with the laws of the State of California and all administrative rules and regulations to which the SBCSELPA and school districts are subject. CONTRACTOR agrees to provide services in conformance with California law and regulations and recognizes that failure to do so may be grounds for termination of the Agreement for breach of contract pursuant to paragraph 6 above.

18. Severability

If any paragraph of this Agreement is held unenforceable or contrary to law by a court of competent jurisdiction, that paragraph or provision shall be declared severed and invalid. However, the Agreement and all other paragraphs and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be as of the day and year first above written. This Contract is effective on July 1, 2024, and terminates on June 30, 2025, unless sooner terminated as provided herein.

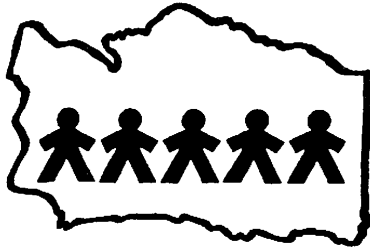
CONTRACTOR expressly acknowledges that there have been no verbal or written assurances or promises that this contract will be renewed beyond the period stated herein.

RAYMUND LLAURADO

SANTA BARBARA COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY

By _____
Contracting Officer's
Signature

By _____
Dr. Ray Avila
SELPA Executive Director



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-25 SB-PIC (SBCSELPA/UCSB) APPIC Doctoral School Psychologist Intern Match and Service Agreements

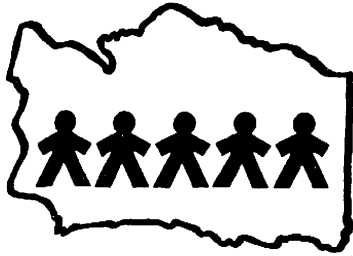
BACKGROUND:

- The JPA Board previously approved that SBCSELPA engage in the SB-PIC program, an approved training program with UCSB for doctoral level school-clinical psychologists.
- There are currently five participants that were a match and selected our program sights for their doctoral training.
- These doctoral candidates will be performing school psychologist services for four of our member LEAs/districts and one for SBCSELPA:
 - **Gianna Famolare – SBCSELPA**
 - **Sandra Guzman – Lompoc Unified School District**
 - **Danielle Zahn – Carpinteria Unified School District**
 - **Alessandra Mae Mittelstet – Orcutt Union School District**
 - **Kerstin Elisabeth Schnopp – Santa Barbara Unified School District**

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: The JPA Board approves the 24-25 SB-PIC intern service agreements as presented.

RA:lm



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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA," which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and:

SB-PIC Intern Name: **GIANNA FAMOLARE**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

The above named intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program. Intern is hereinafter referred to as the "SB-PIC Intern" and SBCSELPA, collectively with SB-PIC Intern, are hereinafter referred to as "Parties."

RECITALS

Whereas, SB-PIC Intern desires to receive an average of 38 hours per week of experiential training as a school psychologist by providing school psychologist intern services in an LEA within SBCSELPA, and an average of 2 hours of didactic training per week, and to receive 4 hours of supervision, in order to complete a total of 1500 hours of training over 190 business days between August 1, 2024 and June 30, 2025, in intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at an LEA within SBCSELPA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of the LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA of placement;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement for the mutual benefit of the Parties as participants in the SB-PIC program, and in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be the date of full execution of this Agreement or August 1, 2024, whichever is later.

SB-PIC Internship Placement Agreement, page 2**B. PROMISES OF SB-PIC INTERN**

SB-PIC Intern agrees to complete the full term of the SB-PIC Internship year, and comply with all requirements of interns in the SB-PIC Internship Program, including but not limited to those stated in the *SB-PIC Intern Handbook*, and fulfill 1500 hours of internship services and training during the academic year. SB-PIC Intern will continue to accrue hours throughout the academic year by participating in the intern activities and services described below, for a total of 190 business days during the Term of this Agreement according to the LEA's school year calendar, by:

Performing 38 hours per week (average) of school psychologist intern services provided to and on behalf of students in the LEA of placement, according to LEA and students' needs and the LEA's school year calendar; and,

Participating in 4 hours per week (average) of supervision and 2 hours (average) didactic training activities, to include weekly supervision meetings and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

Coordinating placement of SB-PIC Intern in an LEA of the SELPA, where SB-PIC Intern may perform a total of 38 hours per week (average) of school psychologist intern services provided to and on behalf of the students in SB-PIC's LEA of placement, according to LEA and students' needs, and under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,

Providing access to 4 hours per week (average) of supervision and 2 hours per week (average) didactic training activities for SB-PIC Intern, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement for SB-PIC Intern's monthly participation in ongoing internship activities.

GENERAL CONDITIONS**1. INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or the LEA of placement. SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services promised under this Agreement.

2. INDEMNIFICATION

SB-PIC Intern 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 SB-PIC Intern, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Internship 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

SB-PIC Intern shall pay all taxes levied in connection with this Agreement, or the Internship Services delivered pursuant hereto.

4. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this Agreement shall be limited to the payment provided for in the "STIPEND" section 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

SB-PIC Intern shall be in default if SB-PIC Intern: (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 SB-PIC Intern's assets.

6. REMEDIES

In the event of concerns about the conduct of performance of the SB-PIC Intern, SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook* will be followed and implemented.

If Default under Section 5 has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for Default. SBCSELPA shall continue to pay the monthly stipend installment(s) as required by SB-PIC program requirements, if applicable, at a per diem rate of \$159.89 per business day

2. Withhold funds due hereunder, if consistent with SB-PIC program requirements;
3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand, consistent with SB-PIC program requirements;
or
4. Exercise any other remedy available by law.

7. WAIVER

8. NON DISCRIMINATION

9. ENTIRE AGREEMENT

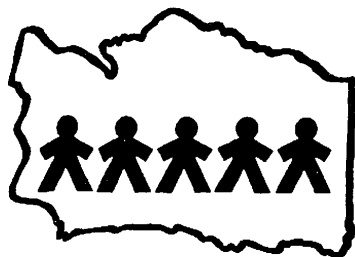
10. SEVERABILITY

11. ADA COMPLIANCE

SB-PIC Intern 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 SB-PIC Intern shall constitute a material breach of this Agreement.

Name: **GIANNA FAMOLARE**
Date: _____

5385 Hollister Avenue, Box 107 • Santa Barbara, California 93111 • (805) 683-1424
fax- (805) 967-1960 • selpa@sbceo.org



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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA," which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and:

SB-PIC Intern Name: **SANDRA GUZMAN**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

The above named intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program. Intern is hereinafter referred to as the "SB-PIC Intern" and SBCSELPA, collectively with SB-PIC Intern, are hereinafter referred to as "Parties."

RECITALS

Whereas, SB-PIC Intern desires to receive an average of 38 hours per week of experiential training as a school psychologist by providing school psychologist intern services in an LEA within SBCSELPA, and an average of 2 hours of didactic training per week, and to receive 4 hours of supervision, in order to complete a total of 1500 hours of training over 190 business days between August 1, 2024 and June 30, 2025, in intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at an LEA within SBCSELPA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of the LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA of placement;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement for the mutual benefit of the Parties as participants in the SB-PIC program, and in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be the date of full execution of this Agreement or August 1, 2024, whichever is later.

SB-PIC Internship Placement Agreement, page 2**B. PROMISES OF SB-PIC INTERN**

SB-PIC Intern agrees to complete the full term of the SB-PIC Internship year, and comply with all requirements of interns in the SB-PIC Internship Program, including but not limited to those stated in the *SB-PIC Intern Handbook*, and fulfill 1500 hours of internship services and training during the academic year. SB-PIC Intern will continue to accrue hours throughout the academic year by participating in the intern activities and services described below, for a total of 190 business days during the Term of this Agreement according to the LEA's school year calendar, by:

Performing 38 hours per week (average) of school psychologist intern services provided to and on behalf of students in the LEA of placement, according to LEA and students' needs and the LEA's school year calendar; and,

Participating in 4 hours per week (average) of supervision and 2 hours (average) didactic training activities, to include weekly supervision meetings and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

Coordinating placement of SB-PIC Intern in an LEA of the SELPA, where SB-PIC Intern may perform a total of 38 hours per week (average) of school psychologist intern services provided to and on behalf of the students in SB-PIC's LEA of placement, according to LEA and students' needs, and under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,

Providing access to 4 hours per week (average) of supervision and 2 hours per week (average) didactic training activities for SB-PIC Intern, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement for SB-PIC Intern's monthly participation in ongoing internship activities.

GENERAL CONDITIONS**1. INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or the LEA of placement. SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services promised under this Agreement.

2. INDEMNIFICATION

SB-PIC Intern 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 SB-PIC Intern, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Internship 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

SB-PIC Intern shall pay all taxes levied in connection with this Agreement, or the Internship Services delivered pursuant hereto.

4. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this Agreement shall be limited to the payment provided for in the "STIPEND" section 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

SB-PIC Intern shall be in default if SB-PIC Intern: (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 SB-PIC Intern's assets.

6. REMEDIES

In the event of concerns about the conduct of performance of the SB-PIC Intern, SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook* will be followed and implemented.

If Default under Section 5 has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for Default. SBCSELPA shall continue to pay the monthly stipend installment(s) as required by SB-PIC program requirements, if applicable, at a per diem rate of \$159.89 per business day

SB-PIC Internship Placement Agreement, page 4

as warranted.

2. Withhold funds due hereunder, if consistent with SB-PIC program requirements;
3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand, consistent with SB-PIC program requirements;
or
4. Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies.

7. 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.

8. NON DISCRIMINATION

SB-PIC Intern 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 participation in and performance of internship activities under this Agreement.

9. ENTIRE AGREEMENT

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

10. 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.

11. ADA COMPLIANCE

SB-PIC Intern 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.

SB-PIC Intern 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 SB-PIC Intern shall constitute a material breach of this Agreement.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.

Santa Barbara County SELPA, a JPA

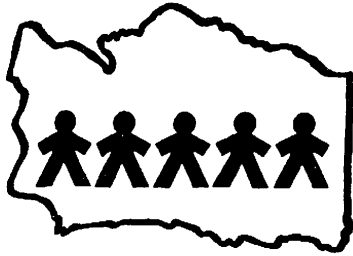
SB-PIC Intern

Dr. Ray Avila, Ed.D,
Title: SBCSELPA Executive Director
Date: _____

Name: **SANDRA GUZMAN**
Date: _____

JPA Board Approved (date): **May 6, 2024**

310-3/6674419.1



REF: VI-G.3

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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA," which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and:

SB-PIC Intern Name: **DANIELLE ZAHN**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

The above named intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program. Intern is hereinafter referred to as the "SB-PIC Intern" and SBCSELPA, collectively with SB-PIC Intern, are hereinafter referred to as "Parties."

RECITALS

Whereas, SB-PIC Intern desires to receive an average of 38 hours per week of experiential training as a school psychologist by providing school psychologist intern services in an LEA within SBCSELPA, and an average of 2 hours of didactic training per week, and to receive 4 hours of supervision, in order to complete a total of 1500 hours of training over 190 business days between August 1, 2024 and June 30, 2025, in intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at an LEA within SBCSELPA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of the LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA of placement;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement for the mutual benefit of the Parties as participants in the SB-PIC program, and in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

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SB-PIC Internship Placement Agreement, page 2**B. PROMISES OF SB-PIC INTERN**

SB-PIC Intern agrees to complete the full term of the SB-PIC Internship year, and comply with all requirements of interns in the SB-PIC Internship Program, including but not limited to those stated in the *SB-PIC Intern Handbook*, and fulfill 1500 hours of internship services and training during the academic year. SB-PIC Intern will continue to accrue hours throughout the academic year by participating in the intern activities and services described below, for a total of 190 business days during the Term of this Agreement according to the LEA's school year calendar, by:

Performing 38 hours per week (average) of school psychologist intern services provided to and on behalf of students in the LEA of placement, according to LEA and students' needs and the LEA's school year calendar; and,

Participating in 4 hours per week (average) of supervision and 2 hours (average) didactic training activities, to include weekly supervision meetings and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

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Providing access to 4 hours per week (average) of supervision and 2 hours per week (average) didactic training activities for SB-PIC Intern, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement for SB-PIC Intern's monthly participation in ongoing internship activities.

GENERAL CONDITIONS**1. INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or the LEA of placement. SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services promised under this Agreement.

2. INDEMNIFICATION

SB-PIC Intern 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 SB-PIC Intern, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Internship 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

SB-PIC Intern shall pay all taxes levied in connection with this Agreement, or the Internship Services delivered pursuant hereto.

4. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this Agreement shall be limited to the payment provided for in the "STIPEND" section 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

SB-PIC Intern shall be in default if SB-PIC Intern: (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 SB-PIC Intern's assets.

6. REMEDIES

In the event of concerns about the conduct of performance of the SB-PIC Intern, SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook* will be followed and implemented.

If Default under Section 5 has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for Default. SBCSELPA shall continue to pay the monthly stipend installment(s) as required by SB-PIC program requirements, if applicable, at a per diem rate of \$159.89 per business day

2. Withhold funds due hereunder, if consistent with SB-PIC program requirements;
3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand, consistent with SB-PIC program requirements;
or
4. Exercise any other remedy available by law.

7. WAIVER

8. NON DISCRIMINATION

9. ENTIRE AGREEMENT

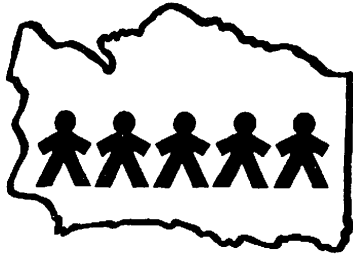
10. SEVERABILITY

11. ADA COMPLIANCE

SB-PIC Intern 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 SB-PIC Intern shall constitute a material breach of this Agreement.

Dr. Ray Avila, Ed.D
Title: SBCSELPA Executive Director
Date: _____
JPA Board Approved (date): **May 6, 2024**

Name: **DANIELLE ZAHN**
Date: _____



REF: VI-G.4

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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA," which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and:

SB-PIC Intern Name: **ALESSANDRA MAE
MITTELSTET**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

The above named intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program. Intern is hereinafter referred to as the "SB-PIC Intern" and SBCSELPA, collectively with SB-PIC Intern, are hereinafter referred to as "Parties."

RECITALS

Whereas, SB-PIC Intern desires to receive an average of 38 hours per week of experiential training as a school psychologist by providing school psychologist intern services in an LEA within SBCSELPA, and an average of 2 hours of didactic training per week, and to receive 4 hours of supervision, in order to complete a total of 1500 hours of training over 190 business days between August 1, 2024 and June 30, 2025, in intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at an LEA within SBCSELPA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of the LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA of placement;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement for the mutual benefit of the Parties as participants in the SB-PIC program, and in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be the date of full execution of this Agreement or August 1, 2024, whichever is later.

B. PROMISES OF SB-PIC INTERN

SB-PIC Intern agrees to complete the full term of the SB-PIC Internship year, and comply with all requirements of interns in the SB-PIC Internship Program, including but not limited to those stated in the *SB-PIC Intern Handbook*, and fulfill 1500 hours of internship services and training during the academic year. SB-PIC Intern will continue to accrue hours throughout the academic year by participating in the intern activities and services described below, for a total of 190 business days during the Term of this Agreement according to the LEA's school year calendar, by:

Performing 38 hours per week (average) of school psychologist intern services provided to and on behalf of students in the LEA of placement, according to LEA and students' needs and the LEA's school year calendar; and,

Participating in 4 hours per week (average) of supervision and 2 hours (average) didactic training activities, to include weekly supervision meetings and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

Coordinating placement of SB-PIC Intern in an LEA of the SELPA, where SB-PIC Intern may perform a total of 38 hours per week (average) of school psychologist intern services provided to and on behalf of the students in SB-PIC's LEA of placement, according to LEA and students' needs, and under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,

Providing access to 4 hours per week (average) of supervision and 2 hours per week (average) didactic training activities for SB-PIC Intern, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement for SB-PIC Intern's monthly participation in ongoing internship activities.

GENERAL CONDITIONS

1. **INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or the LEA of placement. SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services promised under this Agreement.

2. **INDEMNIFICATION**

SB-PIC Intern 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 SB-PIC Intern, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Internship 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**

SB-PIC Intern shall pay all taxes levied in connection with this Agreement, or the Internship Services delivered pursuant hereto.

4. **LIABILITY OF SBCSELPA**

SBCSELPA's payment obligation under this Agreement shall be limited to the payment provided for in the "STIPEND" section 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**

SB-PIC Intern shall be in default if SB-PIC Intern: (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 SB-PIC Intern's assets.

6. **REMEDIES**

In the event of concerns about the conduct of performance of the SB-PIC Intern, SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook* will be followed and implemented.

If Default under Section 5 has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for Default. SBCSELPA shall continue to pay the monthly stipend installment(s) as required by SB-

2. Withhold funds due hereunder, if consistent with SB-PIC program requirements;
3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand, consistent with SB-PIC program requirements;
or
4. Exercise any other remedy available by law.

7. WAIVER

8. NON DISCRIMINATION

9. ENTIRE AGREEMENT

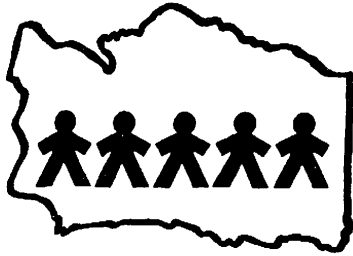
10. SEVERABILITY

11. ADA COMPLIANCE

SB-PIC Intern 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 SB-PIC Intern shall constitute a material breach of this Agreement.

Dr. Ray Avila, Ed.D
Title: SBCSELPA Executive Director
Date: _____
JPA Board Approved (date): **May 6, 2024**

Name: ALESSANDRA MAE MITTELSTET
Date: _____



REF: VI-G.5

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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, hereinafter referred to as the "SBCSELPA," which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and:

SB-PIC Intern Name: **KERSTIN E. SCHNOPP**

Tax ID Number:

Mailing Address:

City:

State:

Zip Code:

The above named intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program. Intern is hereinafter referred to as the "SB-PIC Intern" and SBCSELPA, collectively with SB-PIC Intern, are hereinafter referred to as "Parties."

RECITALS

Whereas, SB-PIC Intern desires to receive an average of 38 hours per week of experiential training as a school psychologist by providing school psychologist intern services in an LEA within SBCSELPA, and an average of 2 hours of didactic training per week, and to receive 4 hours of supervision, in order to complete a total of 1500 hours of training over 190 business days between August 1, 2024 and June 30, 2025, in intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at an LEA within SBCSELPA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of the LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA of placement;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement for the mutual benefit of the Parties as participants in the SB-PIC program, and in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be the date of full execution of this Agreement or August 1, 2024, whichever is later.

SB-PIC Internship Placement Agreement, page 2**B. PROMISES OF SB-PIC INTERN**

SB-PIC Intern agrees to complete the full term of the SB-PIC Internship year, and comply with all requirements of interns in the SB-PIC Internship Program, including but not limited to those stated in the *SB-PIC Intern Handbook*, and fulfill 1500 hours of internship services and training during the academic year. SB-PIC Intern will continue to accrue hours throughout the academic year by participating in the intern activities and services described below, for a total of 190 business days during the Term of this Agreement according to the LEA's school year calendar, by:

Performing 38 hours per week (average) of school psychologist intern services provided to and on behalf of students in the LEA of placement, according to LEA and students' needs and the LEA's school year calendar; and,

Participating in 4 hours per week (average) of supervision and 2 hours (average) didactic training activities, to include weekly supervision meetings and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

Coordinating placement of SB-PIC Intern in an LEA of the SELPA, where SB-PIC Intern may perform a total of 38 hours per week (average) of school psychologist intern services provided to and on behalf of the students in SB-PIC's LEA of placement, according to LEA and students' needs, and under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,

Providing access to 4 hours per week (average) of supervision and 2 hours per week (average) didactic training activities for SB-PIC Intern, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement for SB-PIC Intern's monthly participation in ongoing internship activities.

GENERAL CONDITIONS**1. INDEPENDENT CONTRACTOR**

Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or the LEA of placement. SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services promised under this Agreement.

2. INDEMNIFICATION

SB-PIC Intern 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 SB-PIC Intern, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Internship 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

SB-PIC Intern shall pay all taxes levied in connection with this Agreement, or the Internship Services delivered pursuant hereto.

4. LIABILITY OF SBCSELPA

SBCSELPA's payment obligation under this Agreement shall be limited to the payment provided for in the "STIPEND" section 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

SB-PIC Intern shall be in default if SB-PIC Intern: (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 SB-PIC Intern's assets.

6. REMEDIES

In the event of concerns about the conduct of performance of the SB-PIC Intern, SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook* will be followed and implemented.

If Default under Section 5 has occurred and is continuing, the SBCSELPA may, individually or in combination with any other remedy:

1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for Default. SBCSELPA shall continue to pay the monthly stipend installment(s) as required by SB-PIC program requirements, if applicable, at a per diem rate of \$159.89 per business day

SB-PIC Internship Placement Agreement, page 4

as warranted.

2. Withhold funds due hereunder, if consistent with SB-PIC program requirements;
3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand, consistent with SB-PIC program requirements;
or
4. Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies.

7. 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.

8. NON DISCRIMINATION

SB-PIC Intern 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 participation in and performance of internship activities under this Agreement.

9. ENTIRE AGREEMENT

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

10. 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.

11. ADA COMPLIANCE

SB-PIC Intern 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.

SB-PIC Intern 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 SB-PIC Intern shall constitute a material breach of this Agreement.

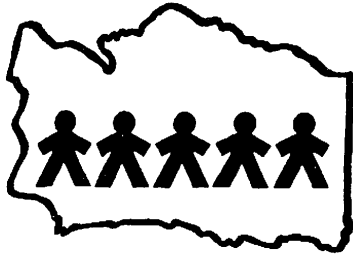
THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.
Santa Barbara County SELPA, a JPA **SB-PIC Intern**

 Dr. Ray Avila, Ed.D
 Title: SBCSELPA Executive Director
 Date: _____

 Name: **KERSTIN E. SCHNOPP**
 Date: _____

JPA Board Approved (date): **May 6, 2024**

310-3/6674419.1



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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, a joint powers agency comprised of 25 local education agencies operating under the current Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA ("JPA") (hereinafter, "SBCSELPA"), which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and **Carpinteria Unified School District**, a local education agency who is a member of the SBCSELPA and party to the SBCSELPA JPA (hereinafter, "LEA", collectively with SBCSELPA, "Parties").

SB-PIC Intern Name: Sandra Guzman

Email :

Mailing Address:

Phone:

City:

State:

Zip :

The above named Intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program for the 2024-2025 school year (hereinafter, "SB-PIC Intern"). The purpose of this Agreement is to set forth the terms and conditions of the Parties to effectuate SBCSELPA's coordination of placement of SB-PIC Intern in LEA as a school psychology intern for the 2024-2025 school year.

RECITALS

Whereas, LEA desires to receive an average of 35 hours per week of school psychologist intern services from SB-PIC Intern over 190 business days between August 1, 2024 and June 30, 2025, in furtherance of intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at LEA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement ("Agreement") for the mutual benefit of the Parties as participants in the SB-PIC program, in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

SB-PIC Internship Placement Agreement, page 2

A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be August 1, 2024.

B. PROMISES OF LEA

LEA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Assigning SB-PIC Intern to perform a total of 35 hours per week (average) of school psychologist intern services provided to and on behalf of LEA students, according to LEA and students' needs, under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,
- Permitting SB-PIC Intern to attend 5 hours per week (average) of supervision and didactic training activities provided by the SBCSELPA, as well as monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Payment to SBCSELPA of \$50,000 for SBCSELPA administration of SB-PIC program as set forth in Paragraph C (PROMISES OF SBCSELPA), and stipend payments made to SB-PIC Intern as set forth in Paragraph D (STIPEND) below.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Coordinating placement of SB-PIC Intern in LEA according to the terms of this Agreement; and,
- Providing 5 hours per week (average) of supervision and didactic training activities for SB-PIC Intern per week, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Receiving and maintaining SB-PIC Intern's monthly internship hours log and paying a monthly stipend to SB-PIC Intern on behalf of LEA, as set forth in Paragraph D (STIPEND) below.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, which LEA agrees to reimburse, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement, upon SB-PIC Intern's monthly

SB-PIC Internship Placement Agreement, page 3

certification of their participation in ongoing internship activities.

GENERAL CONDITIONS

1. **Independent Contractor.** Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or LEA. This means SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services provided under this Agreement.
2. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by the internship services delivered pursuant to this Agreement, LEA retains financial and legal responsibility for LEA's development and offer of a free appropriate public education ("FAPE") and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served pursuant to this Agreement, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child) and Section 504 of the Rehabilitation Act of 1973 ("Section 504").
3. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
4. **JPA.** Nothing in this Agreement shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this Agreement and the JPA, the JPA shall control.
5. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this Agreement and shall provide proof of coverage upon request.
6. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this Agreement ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act or Section 504, or any related lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.
 - (c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this Agreement shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the

SB-PIC Internship Placement Agreement, page 4

negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement; and, shall survive the termination or completion of this Agreement for the full period of time allowed by law.

7. **Fiscal Liability of SBCSELPA.** SBCSELPA's payment obligation under this Agreement shall be limited to the payment to SB-PIC Intern provided for in the "STIPEND" section of this Agreement, on behalf of LEA. 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.

8. **Remedies.**

- (a) If LEA has concerns about the conduct or performance of the SB-PIC Intern or if SB-PIC Intern expresses concerns about LEA's provision of internship activities pursuant to this Agreement, LEA agrees to abide by the SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook*. LEA understands that it will be responsible for reimbursement to SBCSELPA for SB-PIC Intern's Stipend for the full term of this Agreement, unless SB-PIC Intern withdraws or is withdrawn from placement with LEA, in writing, pursuant to the policies and procedures of the SB-PIC internship program.
- (b) If LEA fails to perform any term, covenant, or condition contained in this Agreement and as such is in default of this Agreement, and such default is continuing, the SBCSELPA may, individually or in combination with any other remedy:
1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for default. As applicable, SBCSELPA shall continue to pay stipend installment(s) to SB-PIC Intern, as required by SB-PIC program requirements, and LEA agrees to reimburse SBCSELPA, at a per diem rate of \$263.15 per business day as warranted;
 2. Withhold funds due to LEA pursuant to this Agreement or otherwise;
 3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
 4. Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies. 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 of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term

SB-PIC Internship Placement Agreement, page 5

or condition.

9. **Entire Agreement.** Except as otherwise expressly stated herein, this Agreement contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth herein. No representations, oral or otherwise, expressed, or implied other than those contained in this Agreement are part of the terms or consideration of this Agreement.
10. **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.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.

Santa Barbara County SELPA, a JPA

Carpinteria Unified School District, LEA

Dr. Ray Avila, Ed.D.

Name: _____

Director, SBCSELPA

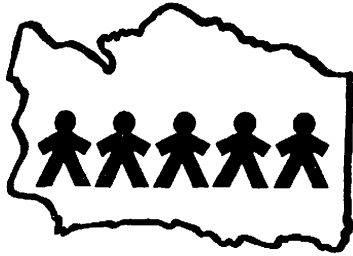
Title: _____

Date: _____

Date: _____

JPA Board Approved/Ratified (date): _____

310-3/6677844.1



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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

This School Psychologist Internship Placement Agreement is entered into by and between the Santa Barbara County Special Education Local Plan Area, a joint powers agency comprised of 25 local education agencies operating under the current Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA ("JPA") (hereinafter, "SBCSELPA"), which participates as an Internship Partner in the Santa Barbara Psychology Internship Consortium ("SB-PIC"), and **Lompoc Unified School District**, a local education agency who is a member of the SBCSELPA and party to the SBCSELPA JPA (hereinafter, "LEA", collectively with SBCSELPA, "Parties").

SB-PIC Intern Name: Sandra Guzman

Email :

Mailing Address:

Phone:

City:

State:

Zip :

The above named Intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program for the 2024-2025 school year (hereinafter, "SB-PIC Intern"). The purpose of this Agreement is to set forth the terms and conditions of the Parties to effectuate SBCSELPA's coordination of placement of SB-PIC Intern in LEA as a school psychology intern for the 2024-2025 school year.

RECITALS

Whereas, LEA desires to receive an average of 35 hours per week of school psychologist intern services from SB-PIC Intern over 190 business days between August 1, 2024 and June 30, 2025, in furtherance of intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at LEA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement ("Agreement") for the mutual benefit of the Parties as participants in the SB-PIC program, in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

SB-PIC Internship Placement Agreement, page 2**A. TERM OF THE AGREEMENT/EFFECTIVE DATE OF AGREEMENT**

The Term of this Agreement shall be August 1, 2024 to June 30, 2025. The effective date of this Agreement shall be August 1, 2024.

B. PROMISES OF LEA

LEA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Assigning SB-PIC Intern to perform a total of 35 hours per week (average) of school psychologist intern services provided to and on behalf of LEA students, according to LEA and students' needs, under the ongoing oversight and supervision of a fully credentialed school psychologist of the LEA; and,
- Permitting SB-PIC Intern to attend 5 hours per week (average) of supervision and didactic training activities provided by the SBCSELPA, as well as monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Payment to SBCSELPA of \$50,000 for SBCSELPA administration of SB-PIC program as set forth in Paragraph C (PROMISES OF SBCSELPA), and stipend payments made to SB-PIC Intern as set forth in Paragraph D (STIPEND) below.

C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Coordinating placement of SB-PIC Intern in LEA according to the terms of this Agreement; and,
- Providing 5 hours per week (average) of supervision and didactic training activities for SB-PIC Intern per week, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Receiving and maintaining SB-PIC Intern's monthly internship hours log and paying a monthly stipend to SB-PIC Intern on behalf of LEA, as set forth in Paragraph D (STIPEND) below.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, which LEA agrees to reimburse, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement, upon SB-PIC Intern's monthly

SB-PIC Internship Placement Agreement, page 3

certification of their participation in ongoing internship activities.

GENERAL CONDITIONS

1. **Independent Contractor.** Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or LEA. This means SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services provided under this Agreement.
2. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by the internship services delivered pursuant to this Agreement, LEA retains financial and legal responsibility for LEA's development and offer of a free appropriate public education ("FAPE") and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served pursuant to this Agreement, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child) and Section 504 of the Rehabilitation Act of 1973 ("Section 504").
3. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
4. **JPA.** Nothing in this Agreement shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this Agreement and the JPA, the JPA shall control.
5. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this Agreement and shall provide proof of coverage upon request.
6. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this Agreement ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act or Section 504, or any related lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.
 - (c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this Agreement shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the

SB-PIC Internship Placement Agreement, page 4

negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement; and, shall survive the termination or completion of this Agreement for the full period of time allowed by law.

7. **Fiscal Liability of SBCSELPA.** SBCSELPA's payment obligation under this Agreement shall be limited to the payment to SB-PIC Intern provided for in the "STIPEND" section of this Agreement, on behalf of LEA. 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.

8. **Remedies.**

- (a) If LEA has concerns about the conduct or performance of the SB-PIC Intern or if SB-PIC Intern expresses concerns about LEA's provision of internship activities pursuant to this Agreement, LEA agrees to abide by the SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook*. LEA understands that it will be responsible for reimbursement to SBCSELPA for SB-PIC Intern's Stipend for the full term of this Agreement, unless SB-PIC Intern withdraws or is withdrawn from placement with LEA, in writing, pursuant to the policies and procedures of the SB-PIC internship program.
- (b) If LEA fails to perform any term, covenant, or condition contained in this Agreement and as such is in default of this Agreement, and such default is continuing, the SBCSELPA may, individually or in combination with any other remedy:
1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for default. As applicable, SBCSELPA shall continue to pay stipend installment(s) to SB-PIC Intern, as required by SB-PIC program requirements, and LEA agrees to reimburse SBCSELPA, at a per diem rate of \$263.15 per business day as warranted;
 2. Withhold funds due to LEA pursuant to this Agreement or otherwise;
 3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
 4. Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies. 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 of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term

SB-PIC Internship Placement Agreement, page 5

or condition.

- 9. Entire Agreement.** Except as otherwise expressly stated herein, this Agreement contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth herein. No representations, oral or otherwise, expressed, or implied other than those contained in this Agreement are part of the terms or consideration of this Agreement.
- 10. 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.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.

Santa Barbara County SELPA, a JPA

Lompoc Unified School District, LEA

Dr. Ray Avila, Ed.D.

Name: _____

Director, SBCSELPA

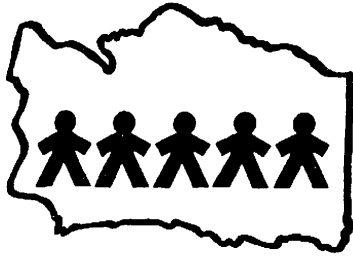
Title: _____

Date: _____

Date: _____

JPA Board Approved/Ratified (date): _____

310-3/6677844.1



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

SCHOOL PSYCHOLOGIST INTERNSHIP PLACEMENT AGREEMENT

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SB-PIC Intern Name: Alessandra Mae Mittelstet

Email :

Mailing Address:

Phone:

City:

State:

Zip :

The above named Intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program for the 2024-2025 school year (hereinafter, "SB-PIC Intern"). The purpose of this Agreement is to set forth the terms and conditions of the Parties to effectuate SBCSELPA's coordination of placement of SB-PIC Intern in LEA as a school psychology intern for the 2024-2025 school year.

RECITALS

Whereas, LEA desires to receive an average of 35 hours per week of school psychologist intern services from SB-PIC Intern over 190 business days between August 1, 2024 and June 30, 2025, in furtherance of intern's pursuit of a degree/certification in school psychology and according to the terms and conditions of the SB-PIC program; and,

Whereas, SBCSELPA represents itself as able and willing to coordinate such placement of SB-PIC Intern at LEA and to provide supervision, didactic training, and a stipend payment to SB-PIC Intern on behalf of LEA to effectuate the requirements of the SB-PIC program, and in consideration of the benefit of SB-PIC Intern's school psychologist intern services to the LEA;

Now Therefore, the Parties agree to enter into this School Psychologist Internship Placement Agreement ("Agreement") for the mutual benefit of the Parties as participants in the SB-PIC program, in accordance with the *SB-PIC Intern Handbook* posted on the SB-PIC website (www.SB-PIC.org) for the current school year, and as may be updated from time to time during the course of this Agreement, which is hereby incorporated into this Agreement by reference.

SB-PIC Internship Placement Agreement, page 2

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B. PROMISES OF LEA

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SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Coordinating placement of SB-PIC Intern in LEA according to the terms of this Agreement; and,
- Providing 5 hours per week (average) of supervision and didactic training activities for SB-PIC Intern per week, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Receiving and maintaining SB-PIC Intern's monthly internship hours log and paying a monthly stipend to SB-PIC Intern on behalf of LEA, as set forth in Paragraph D (STIPEND) below.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, which LEA agrees to reimburse, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement, upon SB-PIC Intern's monthly

SB-PIC Internship Placement Agreement, page 3

certification of their participation in ongoing internship activities.

GENERAL CONDITIONS

1. **Independent Contractor.** Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or LEA. This means SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services provided under this Agreement.
2. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by the internship services delivered pursuant to this Agreement, LEA retains financial and legal responsibility for LEA's development and offer of a free appropriate public education ("FAPE") and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served pursuant to this Agreement, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child) and Section 504 of the Rehabilitation Act of 1973 ("Section 504").
3. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
4. **JPA.** Nothing in this Agreement shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this Agreement and the JPA, the JPA shall control.
5. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this Agreement and shall provide proof of coverage upon request.
6. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this Agreement ("Claims").
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SB-PIC Internship Placement Agreement, page 4

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8. **Remedies.**

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- (b) If LEA fails to perform any term, covenant, or condition contained in this Agreement and as such is in default of this Agreement, and such default is continuing, the SBCSELPA may, individually or in combination with any other remedy:
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 3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
 4. Exercise any other remedy available by law.

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SB-PIC Internship Placement Agreement, page 5

or condition.

- 9. Entire Agreement.** Except as otherwise expressly stated herein, this Agreement contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth herein. No representations, oral or otherwise, expressed, or implied other than those contained in this Agreement are part of the terms or consideration of this Agreement.
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THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.

Santa Barbara County SELPA, a JPA

Orcutt Union School District, LEA

Dr. Ray Avila, Ed.D.

Name: _____

Director, SBCSELPA

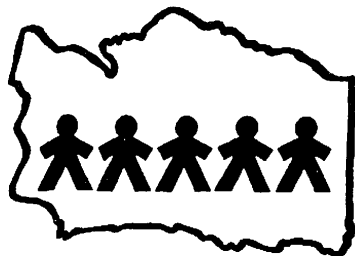
Title: _____

Date: _____

Date: _____

JPA Board Approved/Ratified (date): _____

310-3/6677844.1



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

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SB-PIC Intern Name: Kerstin Elisabeth Schnopp

Email :

Mailing Address:

Phone:

City:

State:

Zip :

The above named Intern is a doctoral-level psychology student participating in the SB-PIC internship program, who is seeking placement as a School Psychology Intern with a local education agency located within SBCSELPA as part of the SB-PIC program for the 2024-2025 school year (hereinafter, "SB-PIC Intern"). The purpose of this Agreement is to set forth the terms and conditions of the Parties to effectuate SBCSELPA's coordination of placement of SB-PIC Intern in LEA as a school psychology intern for the 2024-2025 school year.

RECITALS

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SB-PIC Internship Placement Agreement, page 2

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C. PROMISES OF SBCSELPA

SBCSELPA agrees to comply with the requirements of Partner agencies in the SB-PIC training program, including all relevant requirements stated in the *SB-PIC Intern Handbook*, and make available to SB-PIC Intern at least 1500 hours of internship program activities and training during the academic year, for a total of 190 business days, by:

- Coordinating placement of SB-PIC Intern in LEA according to the terms of this Agreement; and,
- Providing 5 hours per week (average) of supervision and didactic training activities for SB-PIC Intern per week, to include doctoral level clinical psychologist supervision for the SB-PIC Intern for an average of two hours of individual and group supervision each week, and monthly full-day didactic professional development trainings required of interns in the SB-PIC program; and,
- Receiving and maintaining SB-PIC Intern's monthly internship hours log and paying a monthly stipend to SB-PIC Intern on behalf of LEA, as set forth in Paragraph D (STIPEND) below.

D. STIPEND

In accordance with SB-PIC program requirements, and in recognition of the valuable contributions of the school psychologist intern services provided to the LEA of placement, SBCSELPA shall provide a stipend to SB-PIC Intern on behalf of the LEA of placement, which LEA agrees to reimburse, in the total amount of forty thousand dollars (\$40,000), paid in ten monthly installments during the term of this Agreement, upon SB-PIC Intern's monthly

SB-PIC Internship Placement Agreement, page 3

certification of their participation in ongoing internship activities.

GENERAL CONDITIONS

1. **Independent Contractor.** Parties acknowledge and agree that SB-PIC Intern is acting in an independent status and not as an agent or employee of SBCSELPA or LEA. This means SB-PIC Intern shall be wholly responsible for the manner in which SB-PIC Intern participates in internship activities and performs school psychologist intern services provided under this Agreement.
2. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by the internship services delivered pursuant to this Agreement, LEA retains financial and legal responsibility for LEA's development and offer of a free appropriate public education ("FAPE") and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served pursuant to this Agreement, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child) and Section 504 of the Rehabilitation Act of 1973 ("Section 504").
3. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
4. **JPA.** Nothing in this Agreement shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this Agreement and the JPA, the JPA shall control.
5. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this Agreement and shall provide proof of coverage upon request.
6. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this Agreement ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act or Section 504, or any related lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.
 - (c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this Agreement shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the

SB-PIC Internship Placement Agreement, page 4

negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this Agreement are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement; and, shall survive the termination or completion of this Agreement for the full period of time allowed by law.

7. **Fiscal Liability of SBCSELPA.** SBCSELPA's payment obligation under this Agreement shall be limited to the payment to SB-PIC Intern provided for in the "STIPEND" section of this Agreement, on behalf of LEA. 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.

8. **Remedies.**

- (a) If LEA has concerns about the conduct or performance of the SB-PIC Intern or if SB-PIC Intern expresses concerns about LEA's provision of internship activities pursuant to this Agreement, LEA agrees to abide by the SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance as stated in the *SB-PIC Intern Handbook*. LEA understands that it will be responsible for reimbursement to SBCSELPA for SB-PIC Intern's Stipend for the full term of this Agreement, unless SB-PIC Intern withdraws or is withdrawn from placement with LEA, in writing, pursuant to the policies and procedures of the SB-PIC internship program.
- (b) If LEA fails to perform any term, covenant, or condition contained in this Agreement and as such is in default of this Agreement, and such default is continuing, the SBCSELPA may, individually or in combination with any other remedy:
1. Terminate this Agreement upon ten days written notice or less at the discretion of the SBCSELPA, subject to completion if applicable of SB-PIC Policies and Procedures of Evaluation, Due Process, Termination & Grievance, including any appeals. SBCSELPA shall specify the date of termination in its written notice of termination for default. As applicable, SBCSELPA shall continue to pay stipend installment(s) to SB-PIC Intern, as required by SB-PIC program requirements, and LEA agrees to reimburse SBCSELPA, at a per diem rate of \$263.15 per business day as warranted;
 2. Withhold funds due to LEA pursuant to this Agreement or otherwise;
 3. Cure the default, in which event all amounts expended by the SBCSELPA in effecting such cure shall be payable upon demand; or
 4. Exercise any other remedy available by law.

The SBCSELPA shall have no obligation to exercise any of the foregoing remedies. 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 of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term

SB-PIC Internship Placement Agreement, page 5

or condition.

- 9. Entire Agreement.** Except as otherwise expressly stated herein, this Agreement contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth herein. No representations, oral or otherwise, expressed, or implied other than those contained in this Agreement are part of the terms or consideration of this Agreement.
- 10. 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.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2024.

Santa Barbara County SELPA, a JPA

Santa Barbara Unified School District, LEA

Dr. Ray Avila, Ed.D.

Name: _____

Director, SBCSELPA

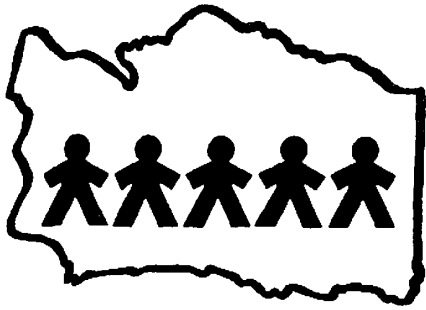
Title: _____

Date: _____

Date: _____

JPA Board Approved/Ratified (date): _____

310-3/6677844.1



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES

Santa Barbara County SELPA and Carpinteria Unified School District

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Carpinteria Unified School District (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Carpinteria Unified School District, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A***Scope of Work: Board Certified Behavior Analyst Services***

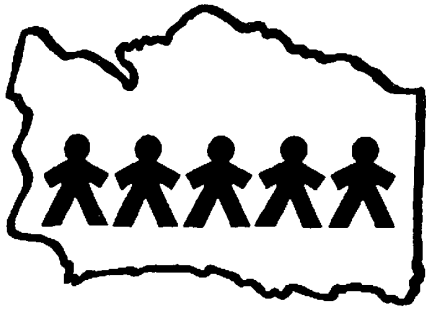
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	30 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES
Santa Barbara County SELPA and Hope Elementary School District

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Hope Elementary School District (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Hope Elementary School District, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

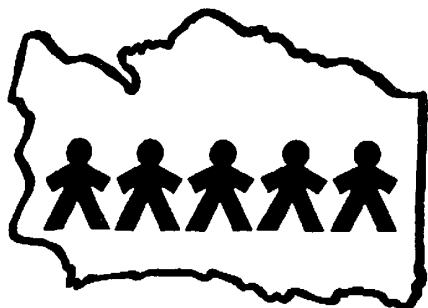
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	10 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



Santa Barbara County Special Education Local Plan Area

A Joint Powers Agency

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES Santa Barbara County SELPA and **Lompoc Unified School District**

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Lompoc Unified School District (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Lompoc Unified School District, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

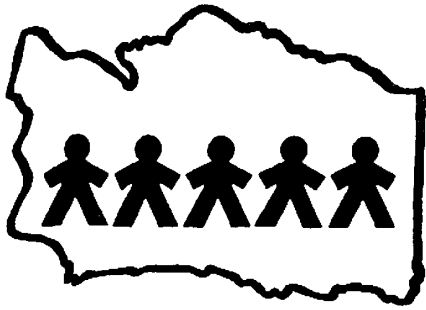
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	50 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES
Santa Barbara County SELPA and Manzanita Charter School

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Manzanita Charter School (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Manzanita Charter School, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

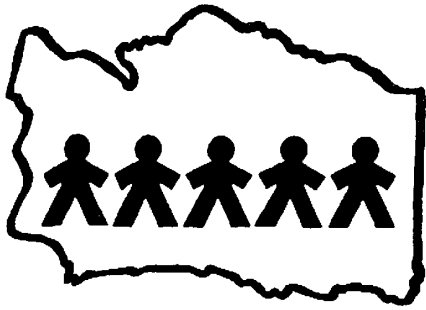
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	11 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES
Santa Barbara County SELPA and Santa Barbara Charter School

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Santa Barbara Charter School (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

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11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Santa Barbara Charter School, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

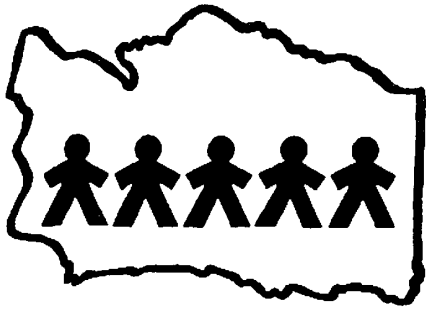
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	.5 day
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES

Santa Barbara County SELPA and Santa Barbara Unified School District

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Santa Barbara Unified School District (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

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11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Santa Barbara Unified School District, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

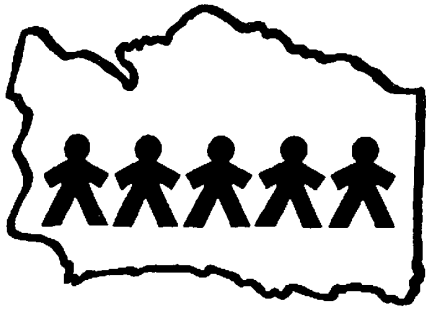
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)’s individualized education program (“IEP”)	10 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES

Santa Barbara County SELPA and Santa Barbara County Education Office

This **Memorandum of Understanding (“MOU”)** for professional services is made between the Santa Barbara County Education Office (“LEA”) and the Santa Barbara County Special Education Local Plan Area (“SELPA”), a joint powers authority (“SBCSELPA”). The SBCSELPA and LEA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.” This MOU is entered into in accordance with Education Code Section 56195(b).

1. **Recitals.** This MOU is entered with reference to the following background recitals:
 - A. The SBCSELPA is comprised of 25 local education agencies, operating as a Joint Powers Agency as stated in the current *Joint Exercise Of Powers Agreement of the Santa Barbara County SELPA* (“JPA”). LEA is a member of the SBCSELPA and party to the SBCSELPA JPA.
 - B. Pursuant to the SBCSELPA’s Local Plan, SBCSELPA employs one or more individuals qualified as Board Certified Behavior Analyst(s) (“BCBA”), who are made available to provide regionalized services to students attending programs within member local education agencies in the SBCSELPA. SBCSELPA BCBA(s) may provide various professional services within their scope of practice and expertise in Applied Behavior Analysis (“ABA”) (“BCBA Services”).
 - C. The purpose of this MOU is to clarify the terms and conditions between SBCSELPA and LEA, for the cost effective provision of BCBA Services to LEA student(s) by one or more employees of the SBCSELPA, as outlined in the *Scope of Work: BCBA Services*, attached hereto as Exhibit A and incorporated into this Agreement by reference (“*Scope of Work: BCBA*”). Nothing in this MOU shall be construed to supplant, modify or otherwise alter any of the terms, conditions, or obligations of the JPA. If there is any conflict found between this MOU and the JPA, the JPA shall control.
2. **Responsibilities of SBCSELPA.** As a special education service provider, SBCSELPA shall make available one or more qualified employees of the SBCSELPA who are qualified to provide BCBA Services to LEA as outlined in the *Scope of Work: BCBA* during the term of this MOU.
3. **LEA of Responsibility.** As the district of residence and/or responsibility for all students served by SBCSELPA pursuant to this MOU, LEA retains financial and legal responsibility for LEA’s development and offer of a free appropriate public education (“FAPE”) and provision of special education and related services under state and federal law to its students. Parties acknowledge and agree that LEA is and shall remain the LEA of special education responsibility for any and all LEA students served by SBCSELPA BCBA(s) during the term of this MOU, for all purposes, including but not limited to, with regard to any of the matters described in Title 34 of the Code of

Federal Regulations, Part 300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).

4. **General Employer Responsibilities.** When providing BCBA Services to LEA pursuant to this MOU, the SBCSELPA employees shall remain employee(s) of SBCSELPA and shall not be considered an employee(s) of the LEA, for any purpose. The SBCSELPA employee(s) will remain regular employee(s) of SBCSELPA, on SBCSELPA's payroll, subject to SBCSELPA's general personnel administration, and shall remain subject to SBCSELPA's personnel policies, rules and regulations. SBCSELPA employee(s)'s full salary and benefits will continue to be paid by SBCSELPA exclusively. SBCSELPA shall further be responsible for payment of all employee salary and related benefits, pension, insurance, taxes and withholdings required under SBCSELPA's personnel rules, policies and contracts and applicable federal and state law. SBCSELPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the SBCSELPA employee(s), and for all employment-related state and federal reporting requirements, including but not limited to those related to employee compensation.
5. **Payment.** SBCSELPA shall invoice LEA according to SBCSELPA's Board-approved rate as stated in the Rate Sheet: BCBA Services, attached hereto as Exhibit B and incorporated into this Agreement by reference ("Rate Sheet: BCBA"). LEA shall reimburse SBCSELPA for the actual days of BCBA Services delivered by SBCSELPA to or on behalf of LEA student(s) under this MOU (in minimum increments of quarter days). SBCSELPA shall submit to LEA itemized invoices on a bi-annual basis, and reimbursement is due upon submission of the invoice, but not later than 60 days after the invoice is received.
6. **Term and Governing Law.** The term of this MOU will be July 1, 2024 through June 30, 2025. This MOU shall be governed by the laws of the State of California.
7. **Insurance.** Both Parties shall procure and maintain insurance for workers' compensation, general liability, and property coverage. Parties agree to maintain such coverage for the duration of this MOU and shall provide proof of coverage upon request. SBCSELPA shall maintain workers' compensation insurance for SBCSELPA employees.
8. **Indemnification and Hold Harmless.**
 - (a) To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless SBCSELPA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("SBCSELPA Indemnitees") against any and all claims, lawsuits, actions, administrative or special proceedings, whether judicial or administrative in nature, to include any loss, liability, or expense, including reasonable attorney's fees and costs of defense, arising as a result of SBCSELPA's obligations under this MOU ("Claims").
 - (b) LEA's duty and obligation to defend shall arise immediately upon tender of a request to defend a due process hearing complaint under the Individuals with Disabilities in Education Act, or lawsuit naming the SBCSELPA. The duty to indemnify and defend shall include any and all obligations including liabilities or debts incurred by the SBCSELPA as a result of the LEA's negligence which results in the SBCSELPA incurring any loss including but not limited to as a result of any administrative proceeding or civil action.

(c) LEA's obligation to defend, indemnify, and hold harmless the SBCSELPA per this MOU shall not apply if it is ultimately adjudicated that any Claim was proximately caused by the negligent, intentional or willful act or omission of SBCSELPA, including, without limit, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors). The defense and indemnification obligations of this MOU are to be undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU; and, shall survive the termination or completion of this MOU for the full period of time allowed by law.

9. **Termination for Substantial Change in Circumstances.** This MOU may be terminated by either Party upon at least thirty (30) calendar days written notice to the other Party due to a substantial change in circumstances, such as student relocation or change in IEP services, or loss of SBCSELPA staff. In the event of such termination, all work performed by SBCSELPA employee(s) or made available by SBCSELPA pursuant to the terms of this MOU prior to the date of termination, shall be compensated by LEA.

If LEA provides notice of termination due to reduction in need (*i.e.*, lack of work), SBCSELPA shall make every effort to reassign SBCSELPA employee(s) as soon as possible upon receipt of written notice of termination from LEA; however, if reassignment is not possible, LEA understands and agrees to continue to reimburse SBCSELPA for the proportion of BCBA Services/employee costs warranted by this MOU, up to the full 30-day notice period.

10. **Entire Agreement.** This MOU contains the sole and entire agreement and understanding of the Parties with respect to the terms set forth in this MOU. No representations, oral or otherwise, expressed, or implied other than those contained in this MOU are part of the terms or consideration of this MOU.
11. **Amendment.** The terms of this MOU may be modified only by a written addendum signed by the authorized representatives of both Parties.

Santa Barbara County SELPA, a JPA

Santa Barbara County Education Office, LEA

Name: Ray Avila

Name: _____

Title: Executive Director, SBCSELPA

Title: _____

Date: _____

Date: _____

JPA Board Approved (date): _____

LEA Board Approved (date): _____

EXHIBIT A

Scope of Work: Board Certified Behavior Analyst Services

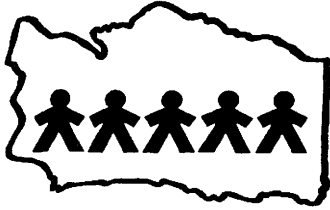
The roles and responsibilities of the SBCSELPA BCBA(s) shall consist of duties and time allocation described below, and shall include:

BCBA Services	Total Days in July 1, 2024 to June 30, 2025 (Estimated)
Delivery of BCBA Services (program development and supervision) to students identified by District according to the student(s)'s individualized education program ("IEP")	10 days
Collaboration with School and/or Home Behavior Team	
Functional Behavior Assessment	
IEP Team Meeting Attendance and Preparation	
District Staff Training/Professional Development	
Availability for the provision of Technical Assistance as requested	
Other:	

EXHIBIT B

Option 1: BCBA Costs

	July 1, 2024 to June 30, 2025
Daily Rate	\$785



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

Date: May 6, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Jennifer Connolly as SBCSELPA Coordinator

BACKGROUND:

- Jennifer Connolly has been employed by the SBCSELPA as the Coordinator since July 2018.
- Ms. Connolly assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Connolly provides training and support services to the 25 LEAs within the SBCSELPA. Her staff development has been highly rated by district staff and administrators.
- Ms. Connolly has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Jennifer Connolly as SBCSELPA Coordinator be renewed for the 2024-2025 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund \$131,783.00 for this employee's salary.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Jennifer Connolly as SBCSELPA Coordinator for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Jennifer Connolly Date: May 6, 2024
Job Title: SELPA Coordinator Contract Year/Term of Employment: 2024-25
% of Contract: 100% Beginning: July 1, 2024 Ending: June 30, 2025
Salary Schedule Placement: Step 9 Number of Days: 218
Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7
Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

As a SBCSELPA Administrator you are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

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

DUTIES:

The SELPA Coordinator shall report directly to the SELPA Executive Director. The duties of the SELPA Coordinator may include but are not limited to assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

ANNUAL SERVICE:

The SELPA Coordinator shall be required to render two hundred eighteen days (218) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred thirty-one thousand seven hundred and eighty-three dollars (\$131,783.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

OPTIONS FOR CONTRACT EXTENSION

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

TRAVEL ALLOWANCE:

The SELPA Coordinator shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Coordinator in the amount of \$300 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Coordinator shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Coordinator for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Coordinator is not to be renewed upon its expiration, the SELPA Coordinator shall be given notice by March 15, 2025, by the SBCSELPA Board.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

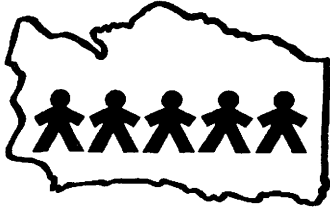
Board Chairperson

Date

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all the duties of the
SELPA Coordinator for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee – **Jennifer Connolly**

Date



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

Date: May 6, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Lisa Foote as SBCSELPA AT/AAC Specialist

BACKGROUND:

- Lisa Foote has been employed by the SBCSELPA as the 1.0 AT/AAC Specialist since September 2020.
- Ms. Foote has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Lisa Foote as the SBCSELPA AT/AAC Specialist be approved for the 2024-2025 school year.

FISCAL IMPACT: SBCSELPA Low Incidence dollars will fund \$124,536.00 for this employee's salary.

RECOMMENDATION: The JPA Board renews the employment contract for Lisa Foote as SBCSELPA AT/AAC Specialist for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: <u>Lisa Foote</u>	Date: <u>May 6, 2024</u>
Hours: <u>40 per week</u>	Contract Year/Term of Employment: <u>2024-25</u>
Job Title: <u>AT/AAC Specialist</u>	Beginning: <u>July 1, 2024</u> Ending: <u>June 30, 2027</u>
Salary: <u>\$124,536 (Step 5)</u>	Applicable Education Code Classification: <u>§45103 (b) 2</u>
% of Contract: <u>100%</u>	Number of Days: <u>195</u>
Eligibility for Health Benefits: <u>Yes</u>	Classification: <u>Classified</u>

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

- ☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.
- ☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.
- ☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 6, 2024,

approved the offer of employment for Lisa Foote, SELPA AT/AAC Specialist, for the period of July 1, 2024, through June 30, 2025, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board AT/AAC Specialist shall report directly to the SELPA Coordinator under the supervision of the SELPA Executive Director. The duties of the SELPA AT/AAC Specialist may include but are not limited to: receive and review student referrals from LEA's in SB County for potential AT/AAC eligibility and services, provide assistive technology evaluations and support for children and young adults with disabilities within the Santa Barbara County SELPA; train staff to implement curricular supports; maintain inventory; present workshops on aspects of assistive technology as it relates to curriculum access. All other duties as assigned by the SELPA Executive Director.

ANNUAL SERVICE:

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

SALARY:

The base salary for the term of this Agreement shall be one hundred twenty-four thousand five hundred and thirty-six dollars (\$124,536.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

TRAVEL ALLOWANCE:

The SELPA Board AT/AAC Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA AT/AAC Specialist in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA AT/AAC Specialist shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2025. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA AT/AAC Specialist for a new term mutually agreed upon by the acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA AT/AAC Specialist is not to be renewed upon its expiration, the SELPA AT/AAC Specialist shall be given notice by March 15, 2025 by the SBCSELPA Board.

_____	_____ May 6, 2024 _____
SBCSELPA JPA Board Chairperson	Date

* * * * *

I hereby accept the above Contract and agree to comply with

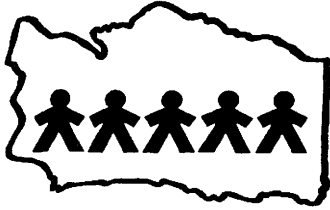
the terms and conditions thereof and to fulfill all of the duties of the

SELPA AT/AAC Specialist for the Santa Barbara County Special

Education Local Plan Area Board during the term specified

in this contract.

_____	_____
Employee – Lisa Foote	Date



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

Date: May 6, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist

BACKGROUND:

- Taryn Hurvitz has been employed by the SBCSELPA as the 0.60 Educational Audiologist since November 2017.
- Ms. Hurvitz has made satisfactory progress in her role with SBCSELPA and has received positive feedback for her support throughout the county.
- It is recommended that the contract for Taryn Hurvitz as SBCSELPA Educational Audiologist be renewed for the 2024-2025 school year.

FISCAL IMPACT: Low Incidence dollars will fund this employee's salary (\$63,832.80) and PhD stipend (\$900) for a total of \$64,732.80 for this employee's salary.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Taryn Hurvitz as SBCSELPA Educational Audiologist for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Taryn Hurvitz Date: May 6, 2024
 Job Title: Audiologist Contract Year/Term of Employment: 2024-25
 % of Contract: 60% Beginning: July 1, 2024 Ending: June 30, 2025
 Salary Schedule Placement: Step 9 + PhD Stipend Number of Days: 117
 Eligibility for Health Benefits: Yes Applicable Education Code Classification: 44903.7
 Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts and are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

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

DUTIES:

The Audiologist shall report directly to the SBCSELPA Executive Director. The duties of the Audiologist may include but are not limited to performing hearing evaluations on preschool children to young adults; assisting students with hearing-impairments through hearing amplification and auditory skills; and communicating with staff regarding auditory skills, issues and methods.

ANNUAL SERVICE:

The SELPA Audiologist shall be required to render one hundred seventeen (117) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be sixty-three thousand eight hundred thirty-two dollars and eighty cents (\$63,832.80) plus nine hundred dollars (\$900) stipend for a PhD, payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

OPTIONS FOR CONTRACT EXTENSION

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

TRAVEL ALLOWANCE:

The SELPA Audiologist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Audiologist in the amount of \$90 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Audiologist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

This is a one-year limited term Intern contract that expires on June 30, 2025. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Audiologist for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Audiologist is not to be renewed upon its expiration, the SELPA Audiologist shall be given notice by March 15, 2025 by the SBCSELPA Board.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

Board Chairperson

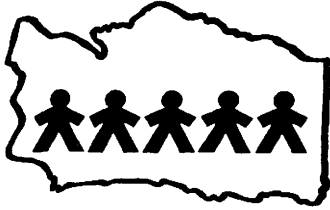
_____**May 6, 2024**_____
Date

* * * * *

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Audiologist for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

Employee – **Taryn Hurvitz**

Date



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst (BCBA)

BACKGROUND:

- Rosy Matos-Bucio has been employed by the SBCSELPA as a 1.0 Board Certified Behavior Analyst since September 2018.
- As a SBCSELPA BCBA, some of Ms. Matos-Bucio's duties include consulting with education programs regarding proactive autism programming and behavioral supports, performing behavioral and functional assessments, assisting instructional personnel in plan implementation, and collaborating with related service providers.
- Ms. Matos-Bucio has made satisfactory progress and is appreciated by the individuals she serves and supports.
- It is recommended that the contract for Rosy Matos-Bucio as a SBCSELPA Board Certified Behavior Analyst be renewed for the 2024-2025 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary of \$111,844 and PhD stipend of \$1,500 for a total of \$113,344.00.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Rosy Matos-Bucio as SBCSELPA Board Certified Behavior Analyst for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Rosy Matos Bucio, Ph.D.

Date: May 6, 2024

Job Title: Board Certified Behavior Analyst (BCBA) Contract Year/Term of Employment: 2024-25

% of Contract: 100%

Beginning: July 1, 2024

Ending: June 30, 2025

Salary: \$111,844 (Step 9) + PhD Stipend

Number of Days: 205 Hours: 40 per week

Eligibility for Health Benefits: Yes

Applicable Education Code Classification: §45103 (b) 2

Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 6, 2024, approved the offer of employment for Rosy Matos Bucio, SELPA Board Certified Behavior

Analyst, for the period of July 1, 2024, through June 30, 2025, subject to the terms and conditions hereinafter set forth.

DUTIES:

The SELPA Board Certified Behavior Analyst shall report directly to the SBCSELPA Coordinator under the supervision of the SBCSELPA Executive Director. The duties of the SELPA Board Certified Behavior Analyst may include but are not limited to: consult within education programs regarding pro-active autism programming and behavioral supports; performing behavioral and functional assessments; assisting instructional personnel in plan implementation; and collaborating with related service providers, general education teachers, families, and other agencies as appropriate, conduct ABA trainings and other appropriate staff development.

ANNUAL SERVICE:

The SELPA Board Certified Behavior Analyst shall be required to render two hundred five (205) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred and eleven thousand eight hundred and forty-four dollars (\$111,844.00) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred dollars (\$1,500) for a Ph.D. stipend.

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

FRINGE BENEFITS:

The SELPA Board Certified Behavior Analyst will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

TRAVEL ALLOWANCE:

The SELPA Board Certified Behavior Analyst shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Board Certified Behavior Analyst in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Board Certified Behavior Analyst shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2025. 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 Board Certified Behavior Analyst for a new term mutually agreed upon by the acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Board Certified Behavior Analyst is not to be renewed upon its expiration, the SELPA Board Certified Behavior Analyst shall be given notice by March 15, 2025 by the SBCSELPA Board.

_____	_____ May 6, 2024 _____
SBCSELPA JPA Board Chairperson	Date

* * * * *

I hereby accept the above Contract and agree to comply with

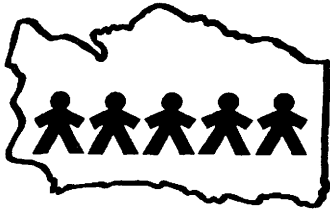
the terms and conditions thereof and to fulfill all of the duties of the

SELPA Board Certified Behavior Analyst for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

_____	_____
Employee – Rosy Bucio	Date



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Alison Lindsey as SBCSELPA Mental Health Manager

BACKGROUND:

- Alison Lindsey was employed by the SBCSELPA as a 1.0 Mental Health Specialist from July 2014 to June 2022. In June 2022 Ms. Lindsey was promoted to Mental Health Manager.
- Ms. Lindsey has provided mental health related support, oversight, and coaching to staff in Therapeutic Learning Programs (TLP's – G.R.O.W.) and professional development to other special education staff within SBCSELPA.
- During the 2018-2019 school year, Ms. Lindsey developed and implemented the GROW Program within the school districts across the county.
- Ms. Lindsey has made satisfactory progress toward her professional goals and is appreciated by those individuals she serves and provides support for.
- It is recommended the contract for Alison Lindsey as SBCSELPA Mental Health Manager be renewed for the 2024-2025 school year.

FISCAL IMPACT: SBCSELPA AB 602 dollars will fund \$122,312.00 for this employee's salary.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Alison Lindsey as SBCSELPA Mental Health Manager for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Alison Lindsey Date: May 6, 2024
Hours: 40 per week Contract Year/Term of Employment: 2024-25
Job Title: Mental Health Manager Beginning: July 1, 2024 Ending: June 30, 2025
Salary: \$122,312 (Step 9) Applicable Education Code Classification: §45103 (b) 2
% of Contract: 100% Number of Days: 210
Eligibility for Health Benefits: Yes Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 6, 2024,

approved the offer of employment for Alison Lindsey, SELPA Mental Health Manager, for the period of July 1, 2024, through June 30, 2025, subject to the terms and conditions hereinafter set forth.

DUTIES:

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

ANNUAL SERVICE:

The SELPA Mental Health Manager shall be required to render two hundred and ten (210) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one-hundred and twenty-two thousand three hundred and twelve dollars (\$122,312.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

TRAVEL ALLOWANCE:

The SELPA Mental Health Manager shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Mental Health Manager in the amount of \$300 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Mental Health Manager shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2025. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Mental Health Manager for a new term mutually agreed upon by the acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Manager is not to be renewed upon its expiration, the SELPA Mental Health Manager shall be given notice by March 15, 2025 by the SBCSELPA Board.

_____	_____ May 6, 2024 _____
SBCSELPA JPA Board Chairperson	Date

I hereby accept the above Contract and agree to comply with

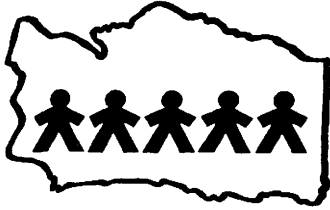
the terms and conditions thereof and to fulfill all of the duties of the

SELPA Mental Health Manager for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

_____	_____
Employee – Alison Lindsey	Date



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

Date: May 6, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Employment Contract Renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialist

BACKGROUND:

- Natalie Facio-Leon was employed by the SBCSELPA as a Wrap Around services team member from November 2017 through August 2022.
- Ms. Facio-Leon provided mental health-related support as a Youth Support Specialist and Facilitator on the SBCSELPA WRAP team.
- Ms. Facio-Leon was promoted to SBCSELPA Mental Health Specialist in September 2022.
- During her employment at SBCSELPA, Ms. Facio-Leon has made satisfactory progress toward her professional goals and is appreciated by those individuals she serves and provides support to.
- It is recommended the contract for Natalie Facio-Leon as SBCSELPA Mental Health Specialist be renewed for the 2024-2025 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund \$94,031.00 for this employee's salary.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Natalie Facio-Leon as SBCSELPA Mental Health Specialist for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA)
Classified Professional Expert, Substitute, Apprentice, or Short-Term Employee
Contract Offer of Employment

Name: Natalie Facio-Leon Date: May 6, 2024
Hours: 40 per week Contract Year/Term of Employment: 2024-25
Job Title: Mental Health Specialist Beginning: July 1, 2024 Ending: June 30, 2025
Salary: \$94,031 (Step 4) Applicable Education Code Classification: §45103 (b) 2
% of Contract: 100% Number of Days: 195
Eligibility for Health Benefits: Yes Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory exemptions from the classified service set out in Education Code § 45103. Your employment is scheduled to be either:

☐ §45103 (b) (1) **Substitute** and **short-term** employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

☒ (2) **Apprentices** and **professional experts** employed on a temporary basis for a specific project, regardless of length of employment, and shall not be a part of the classified service.

☐ (3) Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

Your employment will award you the rights which are required by statute; however, your continued employment is at will and it is the jurisdiction of the SBCSELPA to determine annually if the employment shall be continued.

The SBCSELPA also reserves the right to assign or reassign you within the scope of your assignment. Your responsibilities are set out below:

OFFER OF EMPLOYMENT:

The Santa Barbara County Special Education Local Plan Area Joint Powers Agency Board, hereinafter referred to as SBCSELPA Board, at a Regular Board meeting held on May 6, 2024,

approved the offer of employment for Natalie Facio-Leon, SELPA Mental Health Specialist, for the period of July 1, 2024, through June 30, 2025, subject to the terms and conditions hereinafter set forth.

DUTIES:

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

ANNUAL SERVICE:

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

SALARY:

The base salary for the term of this Agreement shall be ninety-four thousand and thirty-one dollars (\$94,031.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

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

FRINGE BENEFITS:

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

TRAVEL ALLOWANCE:

The SELPA Mental Health Specialist shall receive compensation for the operation of her own vehicle in relation to her duties as SELPA Mental Health Specialist in the amount of \$150 per month for south county mileage and the IRS mileage rate for north county mileage.

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Mental Health Specialist shall be reimbursed the IRS mileage rate per mile for work related use of his automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

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

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2025. The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Mental Health Specialist for a new term mutually agreed upon by the acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Mental Health Specialist is not to be renewed upon its expiration, the SELPA Mental Health Specialist shall be given notice by March 15, 2025 by the SBCSELPA Board.

SBCSELPA JPA Board Chairperson

_____**May 6, 2025**_____
Date

I hereby accept the above Contract and agree to comply with

the terms and conditions thereof and to fulfill all the duties of the

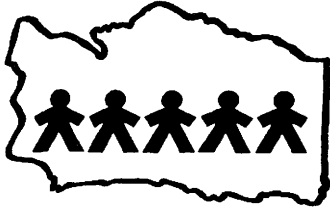
SELPA Mental Health Specialist for the Santa Barbara County

Special Education Local Plan Area Board during the term specified

in this contract.

Employee – **Natalie Facio-Leon**

Date



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contact 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 to their Ph. D. level clinical/school psychologist interns and post doc candidates hired by member LEAs/districts to provide school psychology/mental health services.
- It is required that this supervisor be a fully licensed, doctorate level clinical psychologist within the State of California. This person will supervise five (5) Ph. D. level interns or post doc candidates. Her FTE for the 2024-2025 school year is 31.25%.
- 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 2024-2025 school year.

FISCAL IMPACT: SBCSELPA AB602 dollars will fund this employee's salary of \$33,246.00, plus a Ph. D stipend of \$1,562.50, for a total of \$34,808.50.

RECOMMENDATION: The JPA Board approves the revised employment contract renewal for Deborah Umansky as SBCSELPA Mental Health Specialist Clinical Psychologist Supervisor for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Certificated Employee Contract Offer of Employment

Name: Deborah Umansky

Date: May 6, 2024

Job Title: Clinical Psychologist Supervisor Contract Year/Term of Employment: 2024-25

% of Contract: 31.25%

Beginning: July 1, 2024 Ending: June 30, 2025

Salary Schedule Placement: Step 9 + PhD Stipend

Number of Days: 60.94

Eligibility for Health Benefits: No

Applicable Education Code Classification: 44903.7

Classification: Certificated

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute. June

You are an at will employee with no re-employment rights and no right to a hearing concerning your nonrenewal. SBCSELPA reserves the right to assign or reassign you within the scope of your credential authorization.

Non-permanent employees of the SBCSELPA serve school districts under contracts that are subject to cancellation or reduction based on member LEA/district needs; and are therefore, subject to the limitations of Education Code §1294.5, and/or 44909, 44910, and 44911. Non-permanent employees serve on annual contracts and may be non-reelected at the end of that contract without regard to the layoff provisions of Education Code § 44955 or 44949. However, your service is also subject to Education Code §44903.7 which may provide you options for continued employment for member districts of the JPA for the SBCSELPA.

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

DUTIES:

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

ANNUAL SERVICE:

The SELPA Clinical Psychologist Supervisor shall be required to render the equivalent of sixty point ninety-four days (60.94) 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 thirty-three thousand two hundred forty-six dollars (\$33,246.00) payable in 12 equal installments as provided by the legal statutes of the State of California. The base salary for this position shall also include payment of one thousand five hundred and sixty-two dollars and fifty cents (\$1,562.50 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.

TERM OF CONTRACT:

This is a one-year limited term contract that expires on June 30, 2025. 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 agreed upon by the 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, 2025 by the SBCSELPA Board.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

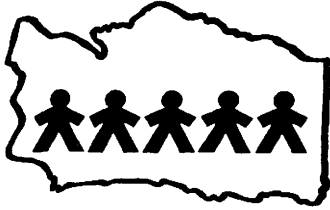
Board Chairperson

_____**May 6, 2024**_____
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



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Employment Contract Renewal for Rachel Wigle as SBCSELPA Chief Business Official

BACKGROUND:

- Rachel Wigle has been employed by the SBCSELPA as the Chief Business Official since September 2021.
- Ms. Wigle assists the Executive Director in providing efficient administration of the SBCSELPA including the management of personnel and program functions.
- Ms. Wigle provides financial support services to the 25 LEAs within the SBCSELPA.
- Ms. Wigle has made satisfactory progress towards her professional goals.
- It is recommended that the contract for Rachel Wigle as SBCSELPA Chief Business Official be renewed for the 2024-2025 school year.

FISCAL IMPACT: The AB602 dollars will fund \$144,900.00 for this employee's salary.

RECOMMENDATION: The JPA Board approves the employment contract renewal for Rachel Wigle as SBCSELPA Chief Business Official for the 2024-2025 school year as presented.

RA:lm

Santa Barbara County Special Education Local Plan Area (SBCSELPA) Non-Permanent
Classified Employee Contract Offer of Employment

Name: Rachel Wigle Date: May 6, 2024

Job Title: SELPA Chief Business Official Contract Year/Term of Employment: 2024-25

% of Contract: 100% Beginning: July 1, 2024 Ending: June 30, 2025

Salary Schedule Placement: \$144,900 (Step E) Number of Days: 223

Eligibility for Health Benefits: Yes Applicable Education Code Classification: 45100

Classification: Classified

The Joint Powers Agency formed pursuant to Government Code § 6500 et seq. and authorized by the Joint Exercise of Powers Act offers you employment as indicated above. Your employment with the SBCSELPA will be subject to the statutory provisions dealing with your classification subject to the rights and responsibilities of JPA member Santa Barbara County Education Office. Your employment will award you the rights required by statute.

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

DUTIES:

The SELPA Chief Business Official shall report directly to the SELPA Executive Director. The duties of the SELPA Chief Business Official may include but are not limited to assisting the Director in providing efficient administration of the Special Education Local Plan Area including the management of personnel and program functions of the SBCSELPA Administrative Office.

ANNUAL SERVICE:

The SELPA Chief Business Official shall be required to render two hundred twenty-three days (223) days of full and regular service to the SBCSELPA Board during the period covered by this Contract, excepting for absences and leaves authorized by rules and regulations of the SBCSELPA Board. Schedule of working days is to be negotiated with the SBCSELPA Executive Director. The location of service may vary within Santa Barbara County as need dictates and will be determined by the SELPA Executive Director.

SALARY:

The base salary for the term of this Agreement shall be one hundred forty-four thousand and nine hundred dollars (\$144,900.00) payable in 12 equal installments as provided by the legal statutes of the State of California.

Upon each subsequent yearly offer of employment, the SBCSELPA JPA Board shall determine if the SBCSELPA Chief Business Official's salary shall increase as set forth in the Santa Barbara County SELPA Step and Column Salary schedule for SELPA Chief Business Official, contingent upon receiving a satisfactory evaluation.

FRINGE BENEFITS:

The SELPA Chief Business Official will be entitled to fringe benefits, such as, but not limited to other employees of the SBCSELPA.

OPTIONS FOR CONTRACT EXTENSION

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

TRAVEL ALLOWANCE:

In accordance with applicable laws and policies of the SBCSELPA Board, the SELPA Chief Business Official shall be reimbursed the IRS mileage rate per mile for work related use of her automobile outside of Santa Barbara County and additional travel reimbursement in accordance with SBCSELPA Board policies.

RENEWAL:

The SBCSELPA Board may revise or renew this Contract on such terms and conditions as may be mutually agreed upon by the SBCSELPA Board and the SELPA Chief Business Official for a new term mutually acceptable by both parties. In the event the SBCSELPA Board determines the Contract for the SELPA Chief Business Official is not to be renewed upon its expiration, the SELPA Chief Business Official shall be given notice by March 15, 2025 by the SBCSELPA Board.

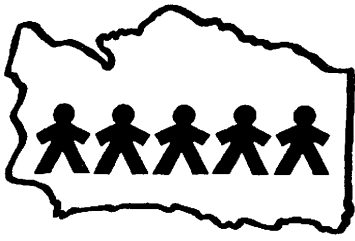
SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

_____	_____ May 6, 2024 _____
Board Chairperson	Date

* * * * *

I hereby accept the above Contract and agree to comply with
the terms and conditions thereof and to fulfill all of the duties of the
SELPA Chief Business Official for the Santa Barbara County Special Education
Local Plan Area Board during the term specified in this contract.

_____	_____
Employee – Rachel Wigle	Date



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County SELPA (SBCSELPA) 2024-2025 Local Plan Annual Budget and Service Plans

BACKGROUND:

- The Education Code requires that each year the SBCSELPA governing board hold a public hearing for (**REF: VII-A.1**) and adopts the Annual Budget (ABP) and Service Plans (ASP). These plans are to be kept on file at the SBCSELPA office and made available for public review, to include locations of services.
- The Annual Budget Plan and Attachments (**REF: VII-A.2 & REF: VII-A.3**) is a report of projected SELPA-wide income and expenditures for special education. The projected revenue data comes from the state's AB602 2023-2024 funding at P-1 with increases based on the Governor's January Budget for the 2024-2025 school year. Federal revenue was based on 2023-2024 grants. Projected expenses are obtained from the LEA 2022-2023 SEMB Reports for the 2023-2024 school year.
- This information does not reflect all special education income since the California Ed Code regulation does not require that the SBCSELPA report income such as transportation. Therefore, this document should not be used as the basis for drawing conclusions regarding the amount of LEA general fund support that will be required to operate special education programs.
- The Annual Service Plan (**REF: VII-A.4**) contains a list of special education services and their locations that are currently available in the SBCSELPA. This data is generated from CALPADS at the SBCSELPA level.

FISCAL IMPACT: None

RECOMMENDATION: The JPA Board approves the SBCSELPA 2024-2025 Local Plan Annual Budget and Service Plans as presented.

RA/RW:lm

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

NOTICE OF PUBLIC HEARING

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

TOPIC OF HEARING:

SBCSELPA 2024 - 2025 Annual Budget and Service Plans

Copies of the SBCSELPA 2024-2025 Annual Budget and Service Plans may be inspected at the SBCSELPA Office, 5385 Hollister Avenue, Building 7, Santa Barbara, 93111.

After the Public Hearing, the SBCSELPA JPA Board will adopt the 2024-2025 Annual Budget and Service Plans for the SBCSELPA.

HEARING DATE: May 6, 2024

TIME: 12:00 p.m.

LOCATION: Montecito Union School, Room D-17
385 San Ysidro Road, Santa Barbara, CA 93108

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

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

**NOTICIA DE AUDIENCIA
PÚBLICA**

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

TEMA DE LA AUDIENCIA:

Plan de Fondos Anual y Plan de Servicio Anual para el 2024-2025 de SELPA del Condado de Santa Bárbara (SBCSELPA)

Copias del Plan de Fondos Anual y Plan de Servicio Anual del 2024-2025 pueden ser inspeccionados en la oficina SBCSELPA, 5385 Hollister Avenue, Bldg. 7, Santa Barbara, 93111

Después de la Audiencia Pública, el Comité SBCSELPA JPA adoptará el Plan de Fondos Anual y Plan de Servicio Anual 2024-2025 para SELPA del Condado de Santa Bárbara

FECHA DE AUDIENCIA: 6 de mayo, 2024

HORA: 12:00 p.m.

LUGAR: Montecito Union School, Room D-17
385 San Ysidro Road, Santa Barbara, CA 93108

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

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

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SELPA del Condado de Santa Bárbara
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111
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Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

Section D: Annual Budget Plan

SELPA

Santa Barbara County

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2024-25

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. *California Education Code (EC) Section 56048*

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 1****Special Education Projected Revenue Reporting (Items D-1 to D-3)****D-1. Special Education Revenue by Source**

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="38,702,408"/>	50.94%
AB 602 Property Taxes	<input type="text" value="19,974,445"/>	26.29%
Federal IDEA Part B	<input type="text" value="14,884,934"/>	19.59%
Federal IDEA Part C	<input type="text" value="127,331"/>	0.17%
State Infant/Toddler	<input type="text" value="2,241,179"/>	2.95%
State Mental Health	<input type="text" value="0"/>	0.00%
Federal Mental Health	<input type="text" value="0"/>	0.00%
Other Projected Revenue	<input type="text" value="50,724"/>	0.07%
Total Projected Revenue:	75,981,021	100.00%

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 2****Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)****D-4. Total Projected Budget by Object Code**

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="79,613,546"/>	37.00%
Object Code 2000—Classified Salaries	<input type="text" value="47,020,187"/>	21.85%
Object Code 3000—Employee Benefits	<input type="text" value="55,143,009"/>	25.63%
Object Code 4000—Supplies	<input type="text" value="2,141,664"/>	1.00%
Object Code 5000—Services and Operations	<input type="text" value="26,460,450"/>	12.30%
Object Code 6000—Capital Outlay	<input type="text" value=""/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text" value="4,777,593"/>	2.22%
Total Projected Expenditures:	215,156,449	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

District Indirect Costs. No SBCSELPA Outgo reported, as SBCSELPA Outgo transfers to districts as revenue to offset expenses they already have and is not actually an expense. SBCSELPA does not have indirect costs.

Section D: Annual Budget Plan

SELPA Santa Barbara CountyFiscal Year 2024-25**TABLE 3****Federal, State, and Local Revenue Summary (Items D-7 to D-8)****D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding**

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	60,953,723	28.33%
Projected Federal Revenue	15,027,298	6.98%
Local Contribution	139,175,428	64.69%
Total Revenue from all Sources:	215,156,449	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

I. GUIDING PRINCIPLES

The Long-Term AB 602 Special Education Fiscal Allocation Plan has been designed to address the following objectives:

1. Provide an incentive for operating cost-effective programs for students in public school programs.
2. Provide no incentive for districts to over-identify students for special education.
3. Provide full-funding for regional programs.
4. Ensure that special education funding is distributed proportionately to LEAs.
5. Acknowledge that the AB 602 Funding Allocation Model will not cover the total costs of special education services and districts will need general fund contributions to cover unfunded special education costs.
6. Keep program requirements in mind as well as the Maintenance of Effort requirement in Federal law (Title 20 U.S.C. §1413(a)(2)(C)(i) and Title 34 CFR §300.205) that there are restrictions when an LEA may reduce the level of special education expenditures "from local funds below the level of

Section D: Annual Budget Plan

SELPA Fiscal Year

those expenditures for the preceding fiscal year."

II. ALLOCATION OF AB 602 INCOME

The total SELPA special education block grant will be received at the SELPA level for distribution to the special education program operators. The JPA Board authorizes the SBCSELPA Administrative Unit to act as the fiscal agent for the SBCSELPA. Funds for SBCSELPA-funded services shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant. The SBCSELPA follows the allocation model that the State uses and the remaining AB 602 funds is distributed to districts based upon current year P-2 Funded ADA. In the event of a declared emergency or approved J-13 waiver, the revised P-2 ADA will be used.

b. ☒ YES ☐ NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 4****Special Education Local Plan Area Expenditures (Items D-10 to D-11)****D-10. Regionalized Operations Budget**

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	<input type="text" value="377,328"/>	7.33%
Object Code 2000—Classified Salaries	<input type="text" value="762,611"/>	14.82%
Object Code 3000—Employee Benefits	<input type="text" value="426,002"/>	8.28%
Object Code 4000—Supplies	<input type="text" value="198,910"/>	3.86%
Object Code 5000—Services and Operations	<input type="text" value="3,381,602"/>	65.71%
Object Code 6000—Capital Outlay	<input type="text"/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text"/>	0.00%
Total Projected Operating Expenditures:	5,146,453	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

All 7000s for SELPA are distributions to districts and therefore not part of SELPA Exclusive use as defined by this document.

Section D: Annual Budget Plan

SELPA Fiscal Year **TABLE 5****Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)**

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☐ YES ☒ NO

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by *EC* Section 56205(b)(1)(D)?

SELPA uses a locally defined code to track LI expenditures. Some LEAs use a locally defined field, while others track with a log. Some districts only identify LI expenditures for which they will seek reimbursement from SELPA. All low incidence expenditures that utilize LI funding are submitted to SELPA with appropriate backup documentation for SELPA to justify it as a legitimate LI expenditure.

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

Special Education Local Plan Area (SELPA) Local Plan

REF: VII-A.3

SELPA

Fiscal Year

LOCAL PLAN
Attachments
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

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Attachment I

SELPA:

Santa Barbara County

Fiscal Year:

2024-25

Attachment I—Local Educational Agency Listing

Participating Local Educational Agency Identification

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c). SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

To Add or Delete Rows:

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

LEA Membership Changes:

If an LEA was previously reported to the CDE in fiscal year 2021–22 or 2022–23 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

SELPA County/District/School Codes

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2024-25

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	1	42	76786	6118202	326	Adelante Charter School	Leticia	Lemus	(805) 966-7392	letcialemus@sbunified.org	Previously Reported
	2	42	69104	6045256		Ballard Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@buelltonusd.org	Previously Reported
	3	42	69112	0		Blochman Union Elementary	Sam	Orozco	(805) 937-1148	sorozco@blochmanusd.org	Previously Reported
	4	42	69138	0		Buellton Union Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@buelltonusd.org	Previously Reported
	5	42	69146	0		Carpinteria Unified	Carolyn	Haines	(805) 687-4107	chaines@cusd.net	Previously Reported
	6	42	69161	0		Cold Spring Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	7	42	69179	0		College Elementary	Claudia	Echavarria	(805) 698-4222		Previously Reported
	8	42	69187	0		Cuyama Joint Union Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	9	42	69112	111773	763	Family Partnership Charter	Stephanie	Eggert	(805) 348-3333	stephanie.eggert@fpcharter.org	Previously Reported
	10	42	69195	0		Goleta Union Elementary	Amanda	Martinez	(805) 681-1200	amartinez@gusd.us	Previously Reported
	11	42	69203	0		Guadalupe Union Elementary	Nathan	Moreno	(805)343-2114	nmoreno@gusdbobcats.com	Previously Reported
	12	42	69211	0		Hope Elementary	Kristen	Lindquist	(805) 563-2974	klindquist@hopescchooldistrict.org	Previously Reported

Attachment I

SELPA: Santa Barbara County

Fiscal Year: 2024-25

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	13	42	69229	0		Lompoc Unified	Jamie	Johnson	(805) 742-3291	johnson.jamie@lusd.org	Previously Reported
	14	42	69245	0		Los Olivos Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	15	42	69229	116921	973	Manzanita Public Charter	Robert	Altavilla	(805) 734-5600	Robert.altavilla@manzanitacharterschool.com	Previously Reported
	16	42	69252	0		Montecito Union Elementary	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	Previously Reported
	17	42	69260	0		Orcutt Union Elementary	Rusty	Gordon	(805) 938-8960	RGordon@orcutt-schools.net	Previously Reported
	18	42	76786	6111603	20	Santa Barbara Charter School	Stacy	Tolkin	(805) 967-6522	stacysbcs@gmail.com	Previously Reported
	19	42	76786	0		Santa Barbara Unified	Karla	Curry	(805) 963-4331	kvcurry@sbunified.org	Previously Reported
	20	42	69310	0		Santa Maria Joint Union High	Frances	Evans	(805) 922-4573	fevans@smjuhsd.org	Previously Reported
	21	42	69120	0		Santa Maria-Bonita	Erik	Thompson	(805) 361-8180	ethompson@smbsd.net	Previously Reported
	22	42	69328	0		Santa Ynez Valley Union High	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	23	42	69336	0		Solvang Elementary	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported
	24	42	69344	0		Vista Del Mar Union	Claudia	Echavarria	(805) 698-4222	cechavarria@bueltonusd.org	Previously Reported

Attachment I

SELPA:

Santa Barbara County

Fiscal Year:

2024-25

	25	42	10421	0		Santa Barbara County Education Office (SELPA included in data)	Kirsten	Escobedo	(805) 964-4711	kescobedo@sbceo.org	<div>Previously Reported</div>
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Attachment II

SELPA: Fiscal Year:

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)

Attachment II

SELPA: Fiscal Year: **Attachment II—Projected Special Education Revenue by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
1	Adelante Charter School	155,167	93,907	0	56,873	0	0	0	0	305,947
2	Ballard Elementary	0	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	99,338	60,119	0	36,410	0	0	0	0	195,867
4	Buellton Union Elementary	1,401,266	837,217	0	633,910	0	0	0	0	2,872,393
5	Carpinteria Unified	1,019,612	606,241	0	431,495	0	0	0	0	2,057,348
6	Cold Spring Elementary	0	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0	0
8	Cuyama Joint Union Elementary	0	0	0	0	0	0	0	0	0

Attachment II

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
9	Family Partnership Charter	211,361	127,915		77,470	0	0	0	0	416,746
10	Goleta Union Elementary	1,746,103	1,056,738		840,227	0	0	0	0	3,643,068
11	Guadalupe Union Elementary	666,732	403,505		303,781	0	0	0	0	1,374,018
12	Hope Elementary	447,003	270,526		213,249	0	0	0	0	930,778
13	Lompoc Unified	4,574,520	2,710,028		1,908,783	0	0	0	0	9,193,331
14	Los Olivos Elementary	0	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	235,583	142,574		86,348	0	0	0	0	464,505
16	Montecito Union Elementary	0	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	2,407,354	1,454,761		1,053,613	0	0	0	0	4,915,728
18	Santa Barbara Charter School	146,602	88,723		53,734	0	0	0	0	289,059

Attachment II

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
19	Santa Barbara Unified	6,509,620	3,939,610		2,579,293	0	0	0	0	13,028,523
20	Santa Maria Joint Union High	4,554,425	2,756,328		1,669,322	0	0	0	0	8,980,075
21	Santa Maria-Bonita	8,675,905	5,205,927		3,926,506	0	0	0	0	17,808,338
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	5,851,817	220,326	127,331	1,013,920	2,241,179	0	0	50,724	9,505,297
Totals:		38,702,408	19,974,445	127,331	14,884,934	2,241,179	0	0	50,724	75,981,021

Attachment III

SELPA: Fiscal Year: **Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
1	Adelante Charter School	289,648	81,430	116,024	0	12,323	0	0	499,424
2	Ballard Elementary	0	0	0	0	0	0	0	0
3	Blochman Union Elementary	140,023	31,062	55,069	0	2,225	0	0	228,378
4	Buellton Union Elementary	3,538,937	2,227,450	2,310,958	73,965	1,199,662	0	0	9,350,971
5	Carpinteria Unified	2,410,757	1,926,631	1,970,573	76,037	1,641,333	0	0	8,025,331
6	Cold Spring Elementary	0	0	0	0	0	0	0	0
7	College Elementary	0	0	0	0	0	0	0	0
8	Cuyama Joint Union Elementary	0	0	0	0	0	0	0	0
9	Family Partnership Charter	177,450	14,114	65,629	0	194,717	0	0	451,910

Attachment III

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
10	Goleta Union Elementary	4,485,551	4,721,449	3,601,392	130,471	908,700	0	0	13,847,564
11	Guadalupe Union Elementary	1,192,854	418,334	648,791	26,386	1,380,413	0	0	3,666,777
12	Hope Elementary	1,140,037	887,115	815,136	23,967	294,477	0	0	3,160,733
13	Lompoc Unified	10,013,667	4,922,563	6,115,073	160,343	1,728,540	0	0	22,940,187
14	Los Olivos Elementary	0	0	0	0	0	0	0	0
15	Manzanita Public Charter	507,337	91,151	110,819	17,948	10,390	0	4,163	741,808
16	Montecito Union Elementary	0	0	0	0	0	0	0	0
17	Orcutt Union Elementary	4,112,674	2,173,960	2,185,412	43,110	2,039,391	0	0	10,554,547
18	Santa Barbara Charter School	0	0	0	0	0	0	0	0
19	Santa Barbara Unified	16,053,722	10,454,592	9,939,863	367,024	5,973,089	0	62,897	42,851,187
20	Santa Maria Joint Union High	8,507,666	5,356,682	6,888,779	134,921	1,293,850	0	980,561	23,162,457

Attachment III

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
21	Santa Maria-Bonita	14,425,877	6,303,532	9,479,189	607,142	4,905,206	0	1,241,872	36,962,818
22	Santa Ynez Valley Union High	0	0	0	0	0	0	0	0
23	Solvang Elementary	0	0	0	0	0	0	0	0
24	Vista Del Mar Union	0	0	0	0	0	0	0	0
25	Santa Barbara County Education Office (SELPA included in data)	12,617,348	7,410,120	10,840,303	480,349	4,876,136	0	2,488,101	38,712,357
Totals:		79,613,546	47,020,187	55,143,009	2,141,664	26,460,450	0	4,777,593	215,156,449

Attachment IV

SELPA: Fiscal Year: **Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
1	Adelante Charter School	56,873	0.38%	249,076	0.41%	193,477	305,949
2	Ballard Elementary	0	0.00%	0	0.00%	0	0
3	Blochman Union Elementary	36,410	0.24%	159,457	0.26%	32,511	195,867
4	Buellton Union Elementary	633,910	4.22%	2,238,483	3.67%	6,478,578	2,872,393
5	Carpinteria Unified	431,495	2.87%	1,625,853	2.67%	5,967,983	2,057,348
6	Cold Spring Elementary	0	0.00%	0	0.00%	0	0
7	College Elementary	0	0.00%	0	0.00%	0	0
8	Cuyama Joint Union Elementary	0	0.00%	0	0.00%	0	0
9	Family Partnership Charter	77,470	0.52%	339,276	0.56%	35,164	416,746

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
10	Goleta Union Elementary	840,227	5.59%	2,802,841	4.60%	10,204,496	3,643,068
11	Guadalupe Union Elementary	303,781	2.02%	1,070,237	1.76%	2,292,759	1,374,018
12	Hope Elementary	213,249	1.42%	717,529	1.18%	2,229,955	930,778
13	Lompoc Unified	1,908,783	12.70%	7,284,548	11.95%	13,746,856	9,193,331
14	Los Olivos Elementary	0	0.00%	0	0.00%	0	0
15	Manzanita Public Charter	86,348	0.57%	378,157	0.62%	277,303	464,505
16	Montecito Union Elementary	0	0.00%	0	0.00%	0	0
17	Orcutt Union Elementary	1,053,613	7.01%	3,862,115	6.34%	5,638,819	4,915,728
18	Santa Barbara Charter School		0.00%		0.00%	0	
19	Santa Barbara Unified	2,633,027	17.52%	10,684,555	17.53%	29,533,605	13,317,582
20	Santa Maria Joint Union High	1,669,322	11.11%	7,310,753	11.99%	14,182,382	8,980,075

Attachment IV

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
21	Santa Maria-Bonita	3,926,506	26.13%	13,881,832	22.77%	19,154,480	17,808,338
22	Santa Ynez Valley Union High	0	0.00%	0	0.00%	0	0
23	Solvang Elementary	0	0.00%	0	0.00%	0	0
24	Vista Del Mar Union	0	0.00%	0	0.00%	0	0
25	Santa Barbara County Education Office (SELPA included in data)	1,156,284	7.69%	8,349,011	13.70%	29,207,061	9,505,295
Totals:		15,027,298	100.00%	60,953,723	100.00%	139,175,429	75,981,021

Attachment V

SELPA: Fiscal Year: **Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities**

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
1	Adelante Charter School	56,400	2,645
2	Ballard Elementary	0	0
3	Blochman Union Elementary	41,862	0
4	Buellton Union Elementary	74,733	77,333
5	Carpinteria Unified	2,510,346	107,119
6	Cold Spring Elementary	0	0
7	College Elementary	0	0
8	Cuyama Joint Union Elementary	0	0
9	Family Partnership Charter	115,177	4,006

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
10	Goleta Union Elementary	0	50,071
11	Guadalupe Union Elementary	0	22,031
12	Hope Elementary	505,395	8,011
13	Lompoc Unified	103,043	113,043
14	Los Olivos Elementary	0	0
15	Manzanita Public Charter	0	0
16	Montecito Union Elementary	0	0
17	Orcutt Union Elementary	33,000	45,000
18	Santa Barbara Charter School	0	32,046
19	Santa Barbara Unified	65,000	831,107
20	Santa Maria Joint Union High	0	124,177

Attachment V

SELPA: Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
21	Santa Maria-Bonita	1,400,000	1,331,730
22	Santa Ynez Valley Union High	0	0
23	Solvang Elementary	0	0
24	Vista Del Mar Union	0	0
25	Santa Barbara County Education Office (SELPA included in data)	2,648,754	3,237,308
Totals:		7,553,710	5,985,627

Attachment VI

SELPA:

Fiscal Year:

Attachment VI must be completed using the CDE approved Microsoft Excel Template

Attachment VII

SELPA: Fiscal Year: **Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)**

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of *EC* Section 56207 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

LEA Name	Add or Delete Row	LEA Status	Impacted SELPA Name	Impacted District, Charter, or School Name	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
Adelante Charter School		Delete This Row							<input type="text"/>
Ballard Elementary		Delete This Row							<input type="text"/>
Blochman Union Elementary		Delete This Row							<input type="text"/>
Buellton Union Elementary		Delete This Row							<input type="text"/>
Carpinteria Unified		Delete This Row							<input type="text"/>
Cold Spring Elementary		Delete This Row							<input type="text"/>
College Elementary		Delete This Row							<input type="text"/>
Cuyama Joint Union Elementary		Delete This Row							<input type="text"/>


Attachment VII

SELPA: Fiscal Year:

LEA Name	Add or Delete Row	LEA Status	Impacted SELPA Name	Impacted District, Charter, or School Name	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
Family Partnership Charter		Delete This Row							<input type="text"/>
Goleta Union Elementary		Delete This Row							<input type="text"/>
Guadalupe Union Elementary		Delete This Row							<input type="text"/>
Hope Elementary		Delete This Row							<input type="text"/>
Lompoc Unified		Delete This Row							<input type="text"/>
Los Olivos Elementary		Delete This Row							<input type="text"/>
Manzanita Public Charter		Delete This Row							<input type="text"/>
Montecito Union Elementary		Delete This Row							<input type="text"/>
Orcutt Union Elementary		Delete This Row							<input type="text"/>
Santa Barbara Charter School		Delete This Row							<input type="text"/>
Santa Barbara Unified		Delete This Row							<input type="text"/>

Attachment VII

SELPA: Fiscal Year:

LEA Name	Add or Delete Row	LEA Status	Impacted SELPA Name	Impacted District, Charter, or School Name	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
Santa Maria Joint Union High		Delete This Row							<input type="text"/>
Santa Maria-Bonita		Delete This Row							<input type="text"/>
Santa Ynez Valley Union High		Delete This Row							<input type="text"/>
Solvang Elementary		Delete This Row							<input type="text"/>
Vista Del Mar Union		Delete This Row							<input type="text"/>
Santa Barbara County Education Office (SELPA )		Delete This Row							<input type="text"/>

DRAFT
DO NOT
DISTRIBUTE

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section E: Annual Service Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

Section E: Annual Service Plan

SELPA: Santa Barbara County

Fiscal Year: 2024-25

Local Plan Section E: Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

- ☒ 330—Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)

☐ Service is Not Currently Provided

Section E: Annual Service Plan

SELPA: Fiscal Year:
☒ 210—Family Training, Counseling, Home
Visits (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development.

☐ 220—Medical (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☐ 230—Nutrition (Ages 0-2 only)

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☒ 240—Service Coordination (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

☒ 250—Special Instruction (Ages 0-2 only)

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's Individual Family Service Plan (IFSP); providing families with information, skills, and support

Section E: Annual Service Plan

SELPA: Santa Barbara County

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related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☐ 260—Special Education Aide (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☐ 270—Respite Care (Ages 0-2 only) ☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☒ 340—Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☐ *Service is Not Currently Provided*

☐ 350—Individual and Small Group Instruction ☒ *Service is Not Currently Provided*

☒ 415—Speech and Language ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of

Section E: Annual Service Plan

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spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included. Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant.

☒ 425–Adapted Physical Education☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

☒ 435–Health and Nursing: Specialized
Physical Health Care☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child's licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

☒ 436–Health and Nursing: Other☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 445—Assistive Technology☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

☒ 450—Occupational Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities.

Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363).

☒ 460—Physical Therapy☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5)

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SELPA: Fiscal Year: ☒ 510—Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

☐ *Service is Not Currently Provided*☒ 515—Counseling and Guidance☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

☒ 520—Parent Counseling☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

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SELPA: Fiscal Year: ☒ 525–Social Worker☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

☒ 530–Psychological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents.

These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24).

IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

☒ 535–Behavior Intervention☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(d)).

☐ 540–Day Treatment☒ *Service is Not Currently Provided*

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SELPA: Fiscal Year: ☒ 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

☐ *Service is Not Currently Provided*☒ 610–Specialized Service for Low Incidence Disabilities☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

☒ 710–Specialized Deaf and Hard of Hearing☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16 and 3051.18).

☒ 715–Interpreter☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter.
This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5,

Section E: Annual Service Plan

SELPA: Fiscal Year: ☒ 720—Audiological☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

☒ 725—Specialized Vision☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1).

☒ 730—Orientation and Mobility☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an Individualized Education Program (IEP).

☐ 735—Braille Transcription☒ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA:

Fiscal Year:

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☒ 740—Specialized Orthopedic

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) & 3051.16).

☐ 745—Reading

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☐ 750—Note Taking

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☐ 755—Transcription

☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

Section E: Annual Service Plan

SELPA: Fiscal Year: ☐ 760—Recreation Service, Including
Therapeutic Recreation☒ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students within the Santa Barbara County SELPA who have any of these services included in their IEP. Should that change, the services will be made available.

☒ 820—College Awareness☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☒ 830—Vocational Assessment, Counseling,
Guidance, and Career Assessment☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment.
This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (Title 5 §3051.14).

☒ 840—Career Awareness☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

☒ 850—Work Experience Education☐ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

☒ 855—Job Coaching☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☒ 860—Mentoring☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned

☒ 865—Agency Linkages (referral and placement)☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR §613).

☒ 870—Travel and Mobility Training☐ *Service is Not Currently Provided*

Section E: Annual Service Plan

SELPA: Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Orientation and mobility services-- (i) Means services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community.

☒ 890—Other Transition Services☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

☐ 900—Other Related Service

Pursuant to Title 5 of the *California Code of Regulations* (5 CCR) 3051.24, "other related services" not identified in sections 5 CCR sections 3051.1 through 3051.23 must be provided only by staff who possess a license to perform the service issued by an entity within the Department of Consumer Affairs or another state licensing office; or by staff who hold an credential issued by the California Commission on Teacher Credentialing authorizing the service. If code 900 is used, include the information below. Users may select the "+" and "-" buttons to add or delete responses.

☒ *Service is Not Currently Provided*

Description of the "Other Related Service"

Qualifications of the Provider Delivering "Other Related Service"

Attachment VI—Specialized Academic Instruction (SAI)/Specially Designed Instruction (SDI) and Related Services

Enter all special education Services provided by the SELPA's LEA membership and location (site) where they are provided. If code 900 is selected, the specific special education service must be defined in Local Plan Section E: Annual Service Plan. Licensing, certification, and provider qualifications for each identified service must be in accordance with law (see the Local Plan Guidance Document for more information). Attachment VI must be included with each Local Plan Section E: Annual Service Plan submission to the California Department of Education (CDE).

DATE: 4/19/2024

FISCAL YEAR: 2024-25

SELPA NAME: Santa Barbara County SELPA

For each LEA school/site name identified in "Column A," place an "x" in the corresponding instructional and/or related

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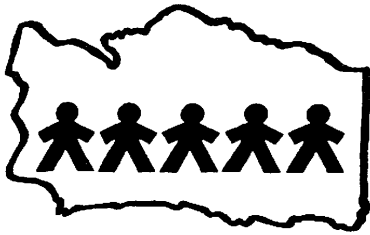
CDE Official Local Educational Agency Name	School or Site Name	County/District/ School Code (xx-xxxxx-xxxxxxx)	Charter Number (if applicable) (xxxx)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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CDE Official Local Educational Agency Name	School or Site Name	County/District/ School Code (xx-xxxxx-xxxxxxxx)	Charter Number (if applicable) (xxxx)	330	210	220	230	240	250	260	270	340	350	415	425	435	436	445	450	460	510	515	520	525	530	535	540	545	610	710	715	720	725	730	735	740	745	750	755	760	820	830	840	850	855	860	865	870	890	900							
Santa Barbara County Education Office	Preschool Specialist Lompoc [CEO]	42-10421-6069223		x										x	x				x																																						
Santa Barbara County Education Office	Preschool Specialist Santa Maria [CEO]	42-10421-6069223		x										x	x																	x																									
Santa Barbara County Education Office	Preschool Specialist South/Valley [CEO]	42-10421-6069223		x					x					x	x				x																																						
Santa Barbara County Education Office	Ralph Dunlap Elem DHOH [CEO]	42-10421-6069223												x	x	x																x	x		x	x																					
Santa Barbara County Education Office	Ralph Dunlap Preschool-K DHOH [CEO]	42-10421-6069223												x	x				x													x	x																								
Santa Barbara County Education Office	Regency Preschool [CEO]	42-10421-6069223		x										x	x				x															x	x																						
Santa Barbara County Education Office	Robert Bruce Preschool [CEO]	42-10421-6069223		x										x	x																																										
Santa Barbara County Education Office	Santa Ynez Valley State Preschool [CEO]	42-10421-6069223		x										x					x																																						
Santa Barbara County Education Office	SBCEO Special Ed [CEO]	42-10421-6069223		x										x																																											
Santa Barbara County Education Office	Taylor Preschool [CEO]	42-10421-6069223		x										x	x																																										
Santa Barbara County Education Office	Tommie Kunst JH DHH [CEO]	42-10421-6069223												x																		x	x																								
Santa Barbara County Education Office	Undetermined School	42-10421-6069223		x										x																																											
Santa Barbara County Education Office	Young Learners State Preschool [CEO]	42-10421-6069223		x										x																																											
Santa Barbara County Education Office	Zaca Center [COE]	42-10421-6069223		x										x					x																																						
Santa Barbara Unified	Adams Elementary	42-76786-6045819		x								x		x	x		x	x	x	x	x	x			x					x			x																								
Santa Barbara Unified	Alta Vista Alternative High	42-76786-0120402		x										x	x						x	x																																			
Santa Barbara Unified	Alta Vista Jr. High School	42-76786-0123885		x										x								x																																			
Santa Barbara Unified	Casa Pacifica [NPS]	00-00001-7087984		x								x									x	x	x	x				x																													
Santa Barbara Unified	Cleveland Elementary	42-76786-6045827		x								x		x	x		x		x		x	x				x																															
Santa Barbara Unified	Dos Pueblos Senior High	42-76786-4231726		x								x		x	x	x	x	x	x	x	x	x	x		x						x			x	x																						
Santa Barbara Unified	Franklin Elementary	42-76786-6045835		x										x	x				x		x	x				x					x			x	x																						
Santa Barbara Unified	Goleta Valley Junior High	42-76786-6060032		x								x		x	x				x		x	x			x	x					x			x																							
Santa Barbara Unified	Harding University Partnership	42-76786-6045850		x								x		x	x				x		x	x	x			x																															
Santa Barbara Unified	La Colina Junior High	42-76786-6062095		x								x		x	x				x		x	x	x		x	x					x			x																							
Santa Barbara Unified	La Cuesta Continuation High	42-76786-4232690		x										x							x	x	x			x		x																													
Santa Barbara Unified	La Cumbre Junior High	42-76786-6060040		x								x		x	x		x		x		x	x	x		x	x																															
Santa Barbara Unified	McKinley Elementary	42-76786-6045884		x								x		x					x		x																																				
Santa Barbara Unified	Monroe Elementary	42-76786-6045892		x								x		x	x	x	x		x		x	x	x	x			x																														
Santa Barbara Unified	Peabody Charter	42-76786-6045918		x								x		x	x				x		x	x										x			x																						
Santa Barbara Unified	Referral School	42-76786-4276786		x										x																					x																						
Santa Barbara Unified	Roosevelt Elementary	42-76786-6045926		x								x		x	x				x		x	x				x						x																									
Santa Barbara Unified	San Marcos Senior High	42-76786-4235230		x								x		x	x	x	x		x		x	x	x					x			x			x	x																						
Santa Barbara Unified	Santa Barbara Community Academy	42-76786-6116875		x										x					x		x	x																																			

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

Date: May 6, 2024

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 at Regency Preschool for the
 2023-24 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 guidelines for this program is one (1) teacher and two (2) aids for eight (8) to nine (9) students.
- The class currently has 13 students in the morning class and 12 students in the afternoon class. The additional paraeducator will provide support to address student behavior and aggression. Several students in each class exhibit aggression towards school staff and students and elopement. These students require close monitoring and frequent intervention.
- SBCEO is requesting an additional seven (7) hours per day of additional staffing support. The additional paraeducator will provide support to address student behavior and aggression. The additional paraeducator support is also required to adequately address student IEP goal activities and provide learning opportunities for all students.
- An observation team recently visited the classroom and deemed the request for additional support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional aide support staff is \$41,023.00 for the 2023-2024 school year.

RECOMMENDATION: The JPA Board approves the SBCEO regional program request for funding of the additional support staff for Regency Pre-School for the 2023-24 school year as presented.

RA:lm

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: Preschool Self Contained Class		
District: SBCEO	School: Regency Preschool	For 3/1/24-6/4/24
Teacher Name: Diana Gilbert	Current Class Size: 13 students in the AM class and 12 students in the in PM class	Age Range: 3-5 years old
If request is for TLP; how many of the students are in the TLP class 50% or more of their day:		
Reason for additional request (check all appropriate boxes): <input type="checkbox"/> To meet the needs of a student with a low incidence disability <input type="checkbox"/> The need is associated with legal issues To assist a student with severe behavioral problems <input checked="" type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Additional Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 7 additional hours Monday-Friday.		Estimated cost for requested support staff: \$41,023

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
Does Student live in a group home?	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Current Local Plan staffing ratio guidelines for this program: One teacher and two aids for 12 students.		
Current Support Staff (exProgram : program aide, additional aide, one on one, etc)	Total Hours/Schedule (ex.15hrs/Mon-Fri 9-12)	Duties
Paraeducator	7 hours/M-F 7:45-3:15	Assist and support all students in both classes, prepare activities for students, data collection, support behavior, monitor elopement, support in addressing IEP goals.
Paraeducator	7 hours/M-F 7:45-3:15	Assist and support all students in both classes, prepare activities for students, data collection, support behavior, monitor elopement, support in addressing IEP goals.

Regional Program Operator Request for Funding of Additional Support Staff

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Provide a narrative explanation of the reason for the additional support staff request (*do not use student names; use initials if needed*): This additional support is required to provide safety for students. The number of students in the class exceed SELPA guidelines. SELPA guidelines indicate 8-9 students per class. This class has 13 students in the AM class and 12 students in the PM class. The additional paraeducator will provide support to address student behavior and aggression. Several students in each class exhibit aggression towards school staff and students and elopment. These students require close monitoring and frequent intervention. The additional paraeducator support is also required to adequately address student IEP goal activities and provide learning opportunities for all students.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Additional staff would not be required if the class enrolment reduces to nine students.

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input type="checkbox"/>

Santa Barbara County

Special Education Local Plan Area..... A Joint Powers Agency

Regional Program Operator Request for Funding of Additional Support StaffSchool Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

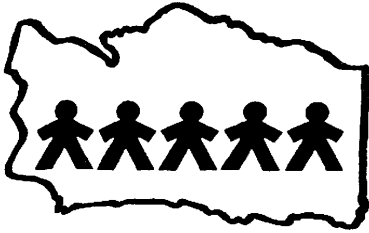
Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.

Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:00-8:30	Supporting students to complete the morning routin.	Elopement, aggressive behaviors, noncompliance	13	Assisting students to complete morning check in routine	With 13 students and two paras, we require the extra support to support students in their routine,
8:30-9:00	Free choice	Aggressive behaviors, non engagement in activities	13	Assisting students in turn taking activities and engaging with classroom materials.	With our current limited support. It is not possible to address the needs of the 13 students.
9:00-9:30	Large Group	Elopement, aggressive behaviors	13	Supporting students to engage in group activities	This is the time where our first para takes a break leaving only one para supporting the group, making it difficult.
9:00-9:15	Rotations	Elopement	13	Supporting students transitioning into the three rotation centers.	With 13 students needing help for rotations, we cannot assist all of them with our limited support.
9:15-9:30	Snack	Students need help locating their snack, finding a chair and opening difficult containers. Most students get off track needing the one on one support to be successful.	13	One staff is taking a break, leaving one para to help facilitate the snack activity.	Students need extra support at snack time to open containers and to monitor for choking. This is the time our second para takes a break.
9:30-10:30	Outdoor time	Aggressive behaviors with pushing, biting, kicking.	13	Assisting students with safety issues.	This is a large outdoor area. We need an extra para to help cover the area for safety.
10:30- 11:00	Music	Assisting students to engage in the gestures to the songs and to monitor students for eagggression.	13	Supporting students engagement	There are too many students to attend to without extra support.

Regional Program Operator Request for Funding of Additional Support Staff

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
11:45-12:15	Supporting students to complete the morning routin.	Elopement, aggressive behaviors, noncompliance	12	Assisting students to complete morning check in routine	With 12 students and two paras, we require the extra support to support students in their routine,
12:15-12:45	Free choice	Aggressive behaviors, non engagement in activities	12	Assisting ntudents in turn taking activities and engaging with classroom materials.	With our current limited support. It is not possible to address the needs of the 12 students.
12:45-1:15	Large Group	Elopement, aggressive behavios	12	Supporting students to engage them in group activities	This is the time where our first para takes a break leaving only one para supporting the group, making it difficult.
1:15-1:30	Rotations	Elopement	12	Supporting students transitioning into the three rotation centers.	With 12 students needing help for rotations, we cannot assist all of them with our limited support.
1:30-1:45	Snack	Students need help locating their snack, finding a chair and opening difficult containers. Most students get off track needing the one on one support to be successful.	12	One staff is taking a break, leaving one para to help facilitate the snack activity.	Students need extra support at snack time to open containers and to moniter for choking.This is the time our second pera takes a break.
1:45-1:30	Outdoor time	Aggressive behaviors with pushing, biting, kicking.	12	Assisting students with safety issues.	This is a large ourdoor area. We need an extra para to help cover the area for safety.
1:30-2:00	Music	Assisting students to engage in the gestures to the songs and to moniter students for eaggresion.	12	Supporting students engagement	There are too many students to attend to without extra support.



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator
 Request for Paraeducator Support for Remote Speech Therapy for 2024-25 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.
- Due to the lack of availability of in-person Speech and Language Pathologists, it has been necessary for the SBCEO to contract with Non-Public Agencies to provide remote Speech and Language services to students in five of the nine SBCEO preschool programs in Santa Maria and Orcutt.
- SBCEO projects that the current preschool classes in Santa Maria and Orcutt will have the SELPA recommended number of 9 students per class in the 2024/2025 school year. These classes maintain the SELPA recommended staffing guidelines of two paraeducators per class. An additional paraeducator is also needed to support students as they participate in remote speech therapy.
- SBCEO is requesting an additional (1.5) FTE of paraeducator support for remote speech therapy for the 2024/2025 school year. This (1.5) FTE will provide two paraeducators at 30 hours per week. This will provide for 12 hours per week of paraeducator support in each preschool classroom with remote therapy.
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional paraeducator support is \$68,319.56 for the 2024-2025 school year.

RECOMMENDATION: The JPA Board approves the SBCEO regional program request for 2 itinerant paraeducators to support remote SLPs for the 2024-25 school year as presented.

RA:lm



Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307

Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

REF: VII-C.1

Date: March 1, 2024

To: Santa Barbara County SEAM and JPA Board

From: Andy Evans, Special Education Coordinator, SBCEO

Re: Request for Paraeducator Support for Remote Speech Therapy for 2024/2025

Background

Due to the lack of availability of in-person Speech and Language Pathologists, it has been necessary for the SBCEO to contract with Non-Public Agencies to provide remote Speech and Language services to students in five of the nine SBCEO preschool programs in Santa Maria and Orcutt. Preschool students require adult support in order to participate in remote speech therapy. Therefore, paraeducator support is required to provide effective speech therapy to the students in these classes.

SBCEO projects that the current preschool classes in Santa Maria and Orcutt will have the SELPA recommended number of 9 students per class in the 2024/2025 school year. These classes maintain the SELPA recommended staffing guidelines of two paraeducators per class. The responsibilities of the classroom paraeducators include:

- Student supervision during inside and outside activities
- Implementation of behavior support interventions
- Support of students during center time, snack time, and daily group activity
- Toileting students and changing diapers
- Provide intervention to ensure student safety during escalated behaviors
- Provide assistance to the teacher in preparing learning activities

Preschool students in SDC classes received speech therapy in both individual and small group settings. Small group speech therapy groups are comprised of 2-3 students. When students are removed from the class to participate in either individual or group speech therapy, 6 to 8 students remain in the class. When a paraeducator is removed from the class to support speech therapy, 2 adults remain in the class to support these 6-8 students. This ratio of adults to students does not provide adequate supervision to support the classroom activities and provide for the safety of the students. The classroom paraeducators are required to support daily living activities and behavior. Therefore, an additional paraeducator is needed to support students as they participate in remote speech therapy.

Request

This request is for an additional (1.5) FTE of paraeducator support for remote speech therapy for the 2024/2025 school year. This (1.5) FTE will provide two paraeducators at 30 hours per week. This will

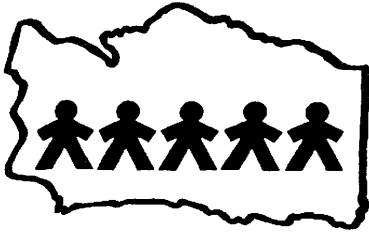
provide for 12 hours per week of paraeducator support in each preschool classroom with remote therapy.

Expense

Expense for two 30-hour paraeducators for 2024/2025 school year: \$68,319.56

Recommendation

The SEAM support and the JPA approve funding for this paraeducator support.



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

Date: May 6, 2024

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 Signing Aide for Dunlap Elementary School for
 the 2024-25 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 guidelines for this Regional DHH program is twelve (12) hours of signing paraeducator support per day. The class currently has 11 students and 2 Signing Paraeducators in the classroom.
- This program has a remote SLP serving the 2nd-6th grade students. The classroom paraeducators provide support for remote speech for these students. The current paraeducators also support students in the general education setting at times during the school day. The current staffing level does not allow for adequate student instructional support, ASL communication support, and supervision of students throughout the school day.
- SBCEO is requesting additional signing aide for five (5) hours per day. The additional support will not be necessary once the class size is reduced to allow for adequate support with two (2) signing paraeducators.
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional signing support staff is \$56,932.00 for the 2024-2025 school year.

RECOMMENDATION: The JPA Board approves SBCEO regional program request for funding of the additional signing aide for Dunlap Elementary for the 2024-25 school year as presented.

RA:lm

Santa Barbara County

Special Education Local Plan Area..... A Joint Powers Agency

Page 1 of 5

Regional Program Operator Request for Funding of Additional Support Staff Demographics

Program Operator: SBCEO		<input checked="" type="checkbox"/> Program-Wide Support <input type="checkbox"/> Specific Student	
Regional Program Type: Regional DHH Self Contained Program			
District: SBCEO	School: Dunlap Elementary School	For 2024-2025 School Year	
Teacher Name: Kelly Sanders	Current Class Size: 11	Age Range: Grades 1 st -6th	
Reason for additional request (check all appropriate boxes):			
<input type="checkbox"/> To meet the needs of a student with a low incidence disability		<input type="checkbox"/> The need is associated with legal issues	
<input type="checkbox"/> To assist a student with severe behavioral problems		<input checked="" type="checkbox"/> Staff ratio in individual classroom(s)	
Support staff being requested: <input type="checkbox"/> Aide Time <input checked="" type="checkbox"/> Signing Aide <input type="checkbox"/> Signing Interpreter <input type="checkbox"/> Transcriber			
<input type="checkbox"/> Other			
Number of additional support staff hours requested per day: 5 hours		Estimated cost for requested support staff: \$56,932	

(complete this student information chart if request is for a specific student)

Student First Name :		Last Initial:	
DOB:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:

Current Local Plan staffing ratio guidelines for this program: 12 hours of signing paraeducator support per day		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	Hours	Duties
2 Signing Paraeducators	12	Assist teacher in best practices for students with various disabilities including low incident disabilities. Provide support for communication needs of students during lunch and recess. Provide support for students in general education classrooms. Provide support for specialized healthcare procedures throughout the school day. Support students in large group, small group, and individual instructional activities.

Regional Program Operator Request for Funding of Additional Support Staff

<p>Provide a narrative explanation of the reason for the additional support staff request: This regional program supports students with a wide range of grade levels including 1- 1st grade students, 5-2nd grade students, 1-3rd grade student, 3-4th grade students and 1-6th grade student. Each of these grade level groups require individual and small group instruction to run concurrently in the classroom to provide for grade level learning activities and ASL communication needs. One student in the program has specialized health care procedures which requires paraeducator support during the school day. All of the students require ASL communication support during lunch and recess time. This program has a remote SLP serving the 2nd-6th grade students. The classroom paraeducators provide support for remote speech for these students. The current paraeductaors also support students in the general education setting at times during the school day. The current staffing level does not allow for adequate student instructional support, ASL communication support, and supervision of students throughout the school day.</p>
<p>Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: When class size is reduced to allow for adequate support with two signing paraeducators.</p>

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

Regional Program Operator Request for Funding of Additional Support Staff
Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs ___Discrete Trial ___ABA ___Structured Teaching ___PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. <input type="checkbox"/>

*Attach description of interventions used to support referred student in EACH of the areas marked above. Provide data that documents the prior success or failure of interventions.

* If mostly ratings of 3's & 4's, in two or more areas, continue with summary pg.3

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

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ **MONDAY** ☒ **TUESDAY** ☒ **WEDNESDAY** ☒ **THURSDAY** ☒ **FRIDAY**

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.

*******Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.**

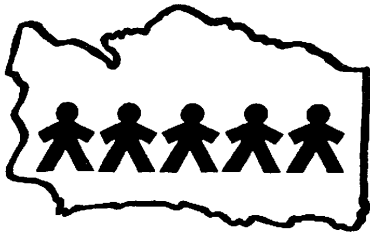
Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:30-8:45	Bus Pick Up and Breakfast		7	One para is in the cafeteria and one para is at the bus pick up area	None needed
8:45-9:15	Morning Journal		7	One para is diapering students	None Needed
9:15-10:15	Math		7	Both paras are supporting students during math in the classroom. At 9:45 one para leaves to support a student in a general ed class.	Students in the classroom require instructional and communication support for grade level reading groups
10:15-11:00	Reading, recess and calendar activity		7	One para supervises recess and one supports reading activities. One para is on a break for a portion of this time.	Students in the classroom require instructional and communication support for grade level reading groups
11:00-12:00	Language Arts		7	One para is supporting reading and one para is providing support for diapering and performing a specilized healthcare procedure	Students in the classroom require instructional and communication support for grade level language arts groups
12:00-1:00	Lunch, fine motor activities, writing and grammar activities		7	One para is supervising students at lunch and one is supporting the fine motor skills groups and student communication needs	Students in the classroom require instructional and communication support for grade level grammar groups
1:00-1:30	Fairview rotations		11	One para is at lunch and one para is supporting remote speech	Students in the classroom require instructional and communication support for Fairview curriculum
1:30-2:15	Recess, reading, Fairview rotations		11	One para is supporting student communication needs at recess and one para is supporting remote speech, At 1:45 one para supports a student in a general ed classroom	Students in the classroom require instructional and communication support for Fairview curriculum

Santa Barbara County

Special Education Local Plan Area..... *A Joint Powers Agency*

Regional Program Operator Request for Funding of Additional Support Staff

2:15-2:45	Fairview rotation		11	One para is providing remote speech support and diapering and one para is supporting students in the classroom	None Required



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

Date: May 6, 2024

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 at Clarence Ruth Pre-School for
 the 2024-25 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 guidelines for this Moderate Severe Self-Contained LEAP program is one (1) teacher and three (3) paraeducators for eight (8) students for full day program.
- SBCEO projects that the LEAP program would begin with 10 students in the Fall of 2024-2025 school year, therefore finding that we will need to keep our current fourth paraeducator to start the new school year.
- Based on the current student behavioral needs and level of support required to meet the needs we find the need to request that we maintain the one additional program paraeducator, that was requested to meet the staff ratio guidelines, provide a safe learning environment for the students, and provide support to address the student's IEP goals for the current year.
- SBCEO is requesting to maintain the additional six (6) hours per day of additional staffing support. These students require close monitoring and constant supervision to keep all students and staff safe and to teach appropriate social skills.
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional aide support staff ranges from \$55,312.13 to \$81,999.14 for the 2024-2025 school year.

RECOMMENDATION: The JPA Board approves SBCEO regional program request for funding of the additional support staff for Clarence Ruth Pre-School for the 2024-25 school year as presented.

RA:lm

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: Extensive Support Needs LEAP Preschool		
District: Lompoc Unified School District	School: Clarence Ruth Preschool	For 2024-2025 School Year
Teacher Name: Donna Todaro	Current Class Size: 12	Age Range: 3-5
If request is for TLP; how many of the students are in the TLP class 50% or more of their day:		
Reason for additional request (check all appropriate boxes): <input type="checkbox"/> To meet the needs of a student with a low incidence disability <input type="checkbox"/> The need is associated with legal issues <input type="checkbox"/> To assist a student with severe behavioral problems <input checked="" type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Additional Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 6 hrs		Estimated cost for requested support staff: Low: \$55,312.13 High: \$81,999.14

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
Does Student live in a group home?		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Current Local Plan staffing ratio guidelines for this program: One teacher and three paraeducators for 8 students.

Current Support Staff (ex: program aide, additional aide, one on one, etc)	<i>Total Hours/Schedule (ex.15hrs/Mon-Fri 9-12)</i>	Duties
Program Aide	5hrs M-F 8:00 - 2:00	Assist all student with severe behavior and safety needs.
Program Aide	5hrs M-F 8:00 - 2:00	Assist all students with severe behavior and safety needs.
Program Aide	5hrs M-F 8:00 - 2:00	Assist all student with severe behavior and safety needs.
Program Aide	5hrs M-F 8:00 - 2:00	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 Moderate Severe Self-Contained program is one teacher and three paraeducators for eight students for full day program. We project our LEAP program would begin with 10 students in the Fall of 2024-2025 school year, therefore finding that we will need to keep our current fourth paraeducator to start the new school year. Based on the current student behavioral needs and level of support required to meet the needs we find the need to request that we maintain the one additional program paraeducator, that was requested to meet the staff ratio guidelines, provide a safe learning environment for the students, and provide support to address the student's IEP goals for the current year. We anticipate adding additional students over the remainder of the school year and will need the same level of support to begin the 2024-2025 school year.

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 a staff member to monitor them which reduces the supervision for all the students in the classroom.

Many of the students in the classroom continue to wear diapers (___children) and are being toilet trained. These students require a minimum of one-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. This 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 student 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 lesson activities with modifications and accommodations that are unique to each child's individual developmental needs.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff:

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires adults at close proximity due to possible seizures she may experience and fall. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 75% of the time. Requires adult to facilitate social interaction with peers and to remain in proximity at all times. <input type="checkbox"/>

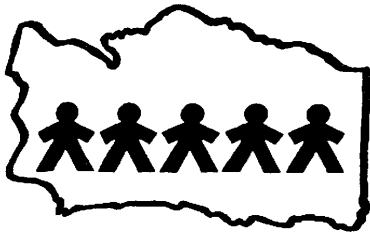
Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.
Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
9:00-9:50	Student Arrival. / Breakfast/Free Play	Day to day students can have difficulty with transitions such as coming into class, staying at table, sharing with peers etc	12	All support staff are in designated areas eg Breakfast table, free play area, bathroom etc supporting students	2:1 student to staff ratio
9:50 to 10:15	Toileting	Resistance to toileting, handwashing, sensory seeking /avoiding bhvrs	12	1:1 support for each student in bathroom. Other staff support students in clean up	1:1
10:15-10:30	Group Circle time	Resistance to group, difficulty w/peers nearby	12	Teacher leads group, paras support students and model activities in group	2:1
10:30-11:30	Work centers 2 students to 1 staff, rotate through 6 different centers	Difficulty with transitions Resistance to directed tasks	12	2 students to 1 staff, staff remain in center, students assisted with rotation through centers	2:1
11:30 – 12:00	Outside recess	Elopement, eating inedibles, difficulty with turntaking	12	1 staff remains in class to set up lunch, remaining staff monitor and assist students outside	2:1
12:00-1230	Lunch time	Resistance to sitting at table, attempts to take other students food, overstuffing	12	Staff support and work with students with self-help, drinking ad eating skills, supporting positive bhvrs etc	2:1
12:30-1:00	Free play/toileting	Students engage in free play facilitated play activities, learning to share and interact	12	1 staff cleaning up lunch area, putting items in students backpacks, writing notes home, remaining staff assist students	2;1
1:00-1:30	Small group work centers	Students select sensory activities, preacademic tasks	12	Staff engage students in various activities focused on fine motor and social interactions	2;1
1:30-2:00	Outside recess	Same as above	12	1 staff stays in classroom to clean-up remaining staff outside assisting students, greeting parents for pickup and/or taking students to bus	2:1

Regional Program Operator Request for Funding of Additional Support Staff



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

Date: May 6, 2024

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 at New Horizons A Pre-School for
 the remainder of the 2023-24 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 guidelines for New Horizons Moderate Severe Self-Contained program is one (1) teacher and two (2) paraeducators for eight (8) students for full day program.
- SBCEO projects the program may have up to 12 students by the end of this school year, therefore finding that we will need to increase our staff to maintain a low student-to-adult ratio that is safe. The class currently has 10 students and there is 1 teacher and 3 paraeducators in the classroom.
- SBCEO is requesting an additional seven (7) hours per day of additional staffing support. Based on the current student behavioral needs and level of support required to meet the needs, we find the need to request that we add the one additional program paraeducator, to meet the staff ratio guidelines, provide a safe learning environment for the students, and provide support to address the student's IEP goals for the remainder of this year (2023-2024).
- An observation team recently visited the classroom and deemed the request for additional para support necessary as requested.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional paraeducator support staff ranges from \$17,648.88 to \$26,544.55 for the 2023-2024 school year.

RECOMMENDATION: The JPA Board approves SBCEO regional program request for funding of the additional support staff for New Horizons A Pre-School for the remainder of the 2023-24 school year as presented.

RA:lm

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: SBCEO		
Regional Program Type: Extensive Support Needs Preschool		
District: Lompoc Unified School District	School: New Horizons A Preschool	For 2023-2024 School Year
Teacher Name: Lori Jerrier	Current Class Size: 10	Age Range: 3-5
If request is for TLP; how many of the students are in the TLP class 50% or more of their day:		
Reason for additional request (check all appropriate boxes): <input type="checkbox"/> To meet the needs of a student with a low incidence disability <input type="checkbox"/> The need is associated with legal issues <input type="checkbox"/> To assist a student with severe behavioral problems <input checked="" type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input checked="" type="checkbox"/> Additional Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 7 hrs		Estimated cost for requested support staff: Low: \$17,648.88 High: \$26,544.55

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
Does Student live in a group home?		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Current Local Plan staffing ratio guidelines for this program: One teacher and three paraeducators for 8 students.		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	<i>Total Hours/Schedule (ex.15hrs/Mon-Fri 9-12)</i>	Duties
Program Aide	5hrs M-F 7:45 – 3:15	Assist all students with severe behavior and safety needs.
Program Aide	5hrs M-F 7:45 - 3:15	Assist all students 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 Moderate Severe Self-Contained program is one teacher and two paraeducators for eight students for full day program. We project our program may have up to 12 students by the end of this school year, therefore finding that we will need to increase our staff to maintain a low student-to-adult ratio that is safe. Based on the current student behavioral needs and level of support required to meet the needs, we find the need to request that we add the one additional program paraeducator, to meet the staff ratio guidelines, provide a safe learning environment for the students, and provide support to address the student's IEP goals for the remainder of this year (2023-2024).

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 a staff member to monitor them which reduces the supervision for all the students in the classroom.

Twelve of the students in the classroom continue to wear diapers and 7 are being toilet trained. These students require a minimum of one-two daily changes. On a typical day there are 16 diaper changes and 6 assisted or monitored toileting routings. This translates to almost 2 hours of toileting needs. The high level of staff support during the times of diaper changes also reduces the staff supervision for other students.

Three students have medical conditions that require the administration of medications. In an emergency, two staff members will need to support the child and another to call 911 and the parent. A staff member will be needed to remove the students from the situation and provide supervision.

Due to remote OT, one paraeducator is required to assist students for 30 minutes twice a week. This, along with diapering, reduces staff supervision.

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. This 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 student 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 lesson activities with modifications and accommodations that are unique to each child's individual developmental needs.

Regional Program Operator Request for Funding of Additional Support Staff

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Only requesting this third para to support as a temporary support need to finish the 2023-2024 school year, and meet the needs of the students.

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires adults at close proximity due to possible seizures she may experience and fall. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires an adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person lift. Direct 1:1 assistance 45 minutes or more daily. <input type="checkbox"/>	Serious behavior problems with potential for injury to self and others, runs-away, aggressive on a daily basis. Functional Analysis of Behavior or Hughes Bill has been completed and the student has a well-developed BIP, which must be implemented to allow the student to safely attend school. Staff has been trained in the management of assaultive behaviors. <input type="checkbox"/>	Cannot participate in a group without constant 1:1 support. Requires constant verbal and physical prompting to stay on task and follow directions. Regularly requires specific 1:1 instructional strategies to benefit from the IEP. Cognitive abilities and skills require significant accommodation and modification not typical for the class group. <input type="checkbox"/>	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 75% of the time. Requires adult to facilitate social interaction with peers and to remain in proximity at all times. <input type="checkbox"/>

Regional Program Operator Request for Funding of Additional Support Staff

School Day Description: (check day(s) that pertain to chart below) ☒ MONDAY ☒ TUESDAY ☒ WEDNESDAY ☒ THURSDAY ☒ FRIDAY

Please describe the school week, the support staff now provided, and the support staff recommended. Use as many pages needed to represent the whole week.
Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
8:15 am to 9:15 am 12:00 pm to 1:00 pm	Free choice which includes engaging students in goal work, sensory activities, teacher-directed activity, building relationships with others On Mondays, one child has OT from 12:45 to 1:00 and another child from 1:00 to 1:15. On Thursdays, one child has OT from 12:30 pm to 1:00.	Kicking, eloping, hitting, climbing on furniture, throwing objects, biting, screaming. Some students engage in stimming behaviors	9 total AM 10 total PM	Support staff are trying to engage students in table-top sensory activities (shaving cream, water play, etc.), goal work, diapering, emptying backpacks (diapers, snack, extra clothes, etc.), and movement activities (stretching, balance board, dancing, etc.). They are guiding children back to clean up their area, retrieving requested items from the shelves, and providing food for those who arrive hungry. When the sensory activities are over, they clean up materials and the workspace. Staff are always on alert to ensure the safety of everyone in the room. They attempt to monitor the room while also trying to be present with the students. Much of the time is spent with students who require extra attention to assist in positive peer interactions. When a child is experiencing big emotions, sensory overload, or aggression, a staff member guides them to the calming corner. That staff member remains with the child to co-regulate to a calm state. Another staff member may be required to provide first aid to an injured child. A staff member may need to relocate the children to	The staff members are trying to meet the needs of all students, and the behaviors of some are taking most of the time. The staff is trying to engage with students in activities that develop skills and promote positive interactions. They must take care of everything in the previous column and be prepared for unexpected events. These may include toileting accidents, a sick child, sudden outbursts of aggression, or an injury. With almost 2 hours of diapering/toileting every day, trying to keep everyone safe, and addressing everyday requirements, an extra staff member is a necessity. One adult is pulled from the room to support OT sessions for 30 minutes on Mondays and Thursdays.

Regional Program Operator Request for Funding of Additional Support Staff

				<p>another area of the room or outside for their well-being.</p> <p>Diapering and Toileting are occurring.</p> <p>With many students mouthing objects, all staff monitor what students are putting in their mouths.</p> <p>On Mondays and Thursdays, one paraeducator supports OT sessions for 30 minutes. They must first gather the items the OT requested for the sessions.</p>	
<p>9:15 am to 9:20 am</p> <p>1:00 pm to 1:05 pm</p>	Clean up from Free Choice and head to group	Avoidance, running away, throwing of objects, refusal	<p>9 total AM</p> <p>10 total PM</p>	<p>Attempting to have students assist with clean up, support students experiencing big emotions, guide students to group, diapering/toileting</p>	<p>Mondays and Thursdays one paraeducator is supporting OT sessions and there is only one paraeducator and the teacher. Assistance is always needed to guide reluctant students to the group and support students while they have made it to the group space.</p>
<p>9:20 am to 9:40 am</p> <p>1:05 pm to 1:25 pm</p>	Large Group: songs, ABC review, counting, short story, movement activities	Refusal, attempts to elope by climbing over furniture, hitting, throwing objects	<p>9 total AM</p> <p>10 total PM</p>	<p>One adult guides the students to large group where they use their individual schedules to move their stars from Free Choice to Large Group. The paraeducator gets some of the students settled, while trying to get others to remain in the group area. The other paraeducator works on getting the reluctant students to the group area and tries to clean up the teacher-directed activities. If there is an aggressive incident, they will need to guide the student to the calming corner and monitor the child.</p>	<p>An extra paraeducator can assist with the students in the group. Many of the students need support to fully engage in the group experience. This would allow two adults to keep the students engaged, while the teacher leads the group. The final adult can be freed up to continue supporting any students that are exhibiting big emotions. If possible, they can continue cleaning up and setting up small group activities.</p>
<p>9:40 am to 9:55 am</p> <p>1:25 pm to</p>	Small group activities	Refusals, throwing materials, eloping from the area, aggression	<p>9 total AM</p> <p>10 total PM</p>	<p>Each adult supports a group while they work on the activity. They are often drawn from the group to support one child's behaviors.</p>	<p>An extra paraeducator can assist with the groups. This would allow for all students' needs to be met and not lose</p>

Regional Program Operator Request for Funding of Additional Support Staff

1:40 pm				Immediate diaper changing or toileting supervision may be required.	an adult to behaviors. If a student needs a
9:55 am to 10:00 am 1:40 pm to 1:45 pm	Clean up and prepare for inside/outside play	Refusals, throwing objects, eloping, aggression	9 total AM 10 total PM	Diapering/Toileting, assisting students with cleanup, monitoring the room	During this time, an extra staff member can help support students while staff diaper or supervise toileting
10:00 am to 10:30 am 1:45 pm to 2:05 pm	Inside/Outside play Activities are available inside and outside. The students can choose the activities and the teacher and paraeducators support them.	Aggression, elopement, avoidance	9 total AM 10 total PM	Engaging students in play, supporting peer interactions, assisting when a student falls or is otherwise injured, getting requested materials for the students, diapering and toilet supervision, cleaning tables, and preparing snack	At any time, a staff member may be required to provide support to a child experiencing big emotions. This pulls staff away from building positive relationships and providing requested materials, diapering/toileting, or preparing snacks for the students.
10:30 am to 10:45 am 2:05 pm to 2:20 pm	Snack, diapering/, toileting supervision, table activities	Taking snacks from others, knocking snack mats off the table, aggression	9 total AM 10 total PM	Providing assistance with opening packages, refilling water bottles, assisting with spills, engaging students in conversation, placing student work and notices in their backpacks, helping students clean up their snack space, diapering and toileting supervision, wiping down tables, supporting table activities while others finish their snacks	Another adult can engage with the students while they eat or play, support and manage behaviors, help students clean up their area, monitor behaviors
10:45 am to 11:15 am 2:20 pm to 3:00 pm 11:15 am to 11:25 am	Assist with backpacks and jackets, playground, sometimes with another class The buses typically arrive after pickup time and parents can be late picking up. Paraeducators and the teacher use a portion of their lunch break to prepare the room for the next group.	Aggression, avoidance, elopement	9 total AM 10 total PM	Monitoring and engaging with students on the playground and in the garden, pushing students on swings, constantly counting the students, facilitating play, emergency diapering or toileting supervision, bringing students to parents for pickup, gathering students for bus transportation	Another adult can step in when someone needs to handle diapering/toileting, engage with students, assist with dismissal

Santa Barbara County

Special Education Local Plan Area..... A Joint Powers Agency

Regional Program Operator Request for Funding of Additional Support Staff

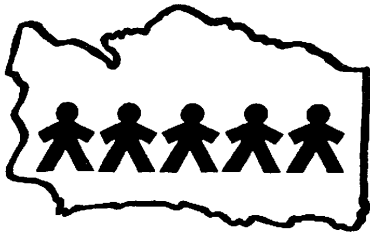
3:00 pm to 3:10 pm	The children must wait for students to transfer from one bus to the other before boarding. This requires staff to continue supervision and leads to 5 to 10 minutes to prepare the room for the next day. If the paraeducators don't need to leave promptly at 3:15, they will stay past their scheduled time to clean up.				

Santa Barbara County

Special Education Local Plan Area..... *A Joint Powers Agency*

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Regional Program Operator Request for Funding of Additional Support Staff



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator
 Request for an Additional 1.0 FTE School Nurse for Assessments to Cover the
 Santa Maria, Orcutt, and Lompoc Regions for the remainder of 2023-24 and
 2024-25 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.
- SBCEO currently has the equivalent of 3.1956 full-time School Nurses. An additional 0.2 FTE was added for 2023-2024 to support Direct Service Districts in South County, reducing driving time for the other three nurses who are all based in North County.
- SBCEO, like other Local Education Agencies (LEA's), has experienced a significant increase in the number of Early Start and initial referrals made to our Regional Preschool programs, in particular the Santa Maria/Orcutt and Lompoc Regions. As of December 2023, referrals were up by approximately 25% over the prior year, and 50% over the course of two years.
- In order to meet the needs of students who require SHCP and the demands of increased referrals, The SBCEO will require a (1.0) FTE School Nurse to support the current team with the increased number of assessments in North County, dedicated to conducting assessments to cover the Santa Maria, Orcutt, and Lompoc regions.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for the requested school year of (1.0) FTE School Nurse is \$154,965.51 for the 2024-2025 school year. The cost for the remainder of the 2023-2024 school year is contingent upon whether SBCEO is able to recruit and hire a qualified candidate prior to the conclusion of the school year.

RECOMMENDATION: The JPA Board approves SBCEO regional program request for an additional School Nurse for Assessments to Cover the Santa Maria, Orcutt, and Lompoc Regions for the remainder of the 2023-24 and 2024-25 school year as presented.

RA:lm



Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307

Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

Date: March 27, 2024
 To: Santa Barbara County SEAM and JPA Board
 From: Ashley Johnson, Special Education Coordinator, SBCEO
 Re: Request for a (1.0) FTE School Nurse

Background

Santa Barbara County Education Office (SBCEO) currently has the equivalent of 3.1956 full-time School Nurses. An additional 0.2 FTE added for the 2023-2024 to support Direct Service Districts in South County, reducing driving time for the other three nurses who are all based in North County. SBCEO's current nursing and support staffing is outlined below. The far-right column lists the number assessments that each school nurse has been assigned (completed and in process). This data does not include assessments for children attending SBCEO's TK-12 Regional Programs who require a triennial reevaluation.

Region	FTE	Name	Title	Assessments 2023-24
Lompoc	0.8043	Brenda Beas Palacios	School Nurse	137 (avg. 17 per month)
Valley/South	0.3913	Denise Sommer	School Nurse	27
Santa Maria, Orcutt, Lompoc, Cuyama	1.0000	Linda Furness	School Nurse	147 (avg. 18 per month)
Santa Maria, Orcutt	1.0000	Jeannette Smart	School Nurse	161 (avg. 20 per month)

SBCEO, like other Local Education Agencies (LEA's), has experienced a significant increase in the number of Early Start and initial referrals made to our Regional Preschool programs, in particular the Santa Maria/Orcutt and Lompoc Regions. As of December 2023, referrals were up by approximately 25% over the prior year, and 50% over the course of two years. As the assessment caseload for our school nurses has increased, so has the time spent participating in IEP meetings for these cases (typically two hours per case).

Total preschool referrals across Santa Barbara County:

- 2021-22: 319
- 2022-23: 429
- 2021-22 July 1-December 15: 101
- 2022-23 July 1-December 15: 164
- 2023-24 July 1-December 15: 202
- 2023-24 total as of March 25: 376



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Susan C. Salcido, Superintendent of Schools

To provide services to the increased number of children found eligible for special education, SBCEO operated 15.5 preschool programs in 2021-2022, increased to 18 programs in 2022-2023, and increased again to 23 programs in 2023-2024. This expansion has also increased the workload of nurses who must travel to and support these classrooms.

Additionally, SBCEO currently has 18 students who require one or more Specialized Healthcare Procedures (SHCP) across its 34 Regional Program classrooms. SBCEO school nurses travel throughout the County training and certifying staff to perform these procedures, and responding to classrooms to administer procedures when trained staff are absent. Due to staffing challenges, the need for nurses to provide direct care in programs has increased over the last few years, but with the increased assessment caseloads, it has been challenging for nurses to spend time in programs supporting and monitoring staff.

In order to meet the needs of students who require SHCP and the demands of increased referrals, The SBCEO will require a (1.0) FTE School Nurse to support the current team with the increased number of assessments in North County.

Request

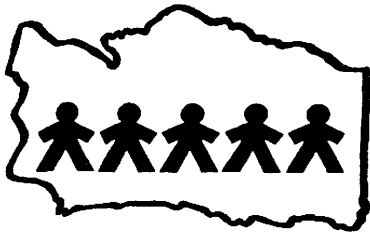
This request is for (1.0) FTE School Nurse dedicated to conducting assessments to cover the Santa Maria, Orcutt, and Lompoc regions.

Expense

The total projected average cost for the 2024-2025 school year of (1.0) FTE School Nurse is \$154,964.51. The cost for the remainder of the 2023-2024 school year is contingent upon whether SBCEO is able to recruit and hire a qualified candidate prior to the conclusion of the school year.

Recommendation

The SEAM support and the JPA approve funding for this (1.0) FTE School Nurse.



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

Date: May 6, 2024

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 to Support Nurses in Orcutt Union
 and Santa Maria Bonita School Districts for the 2024-25 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 SELPA staffing guidelines do not outline caseload caps or staffing ratios for school nurses or support staff. The SBCEO school nurses currently receive 4 hours per day of support from a bilingual paraeducator, but support is needed for the full day to support with Spanish interpretation for health interviews so that nurses can conduct these interviews as part of the special education assessment process for children who reside in the Santa Maria, Orcutt, and Lompoc regions.
- SBCEO, like other Local Education Agencies (LEA's), has experienced a significant increase in the number of Early Start and initial referrals made to our Regional Preschool programs, in particular the Santa Maria/Orcutt and Lompoc Regions.
- SBCEO is requesting an additional six point 5 (6.5) hours per day of additional staffing support. The SBCEO team of school nurses needs a paraeducator who can be trained in Specialized Healthcare Procedures (SHCP) to support in classrooms when regular staff are absent, or programs are staffed by agency personnel who cannot be certified to perform these procedures. This additional paraeducator would be used as a rover to support the administration of SHCP as needed.
- LEA/district special education administrators support the proposed plan.

FISCAL IMPACT: The estimated cost for requested additional support staff ranges from \$60,739.29 to \$96,321.97 for the 2024-2025 school year.

RECOMMENDATION: The JPA Board approves SBCEO regional program request for funding of the additional support staff to Support Nurses in Orcutt Union and Santa Maria Bonita School Districts for the 2024-25 school year as presented.

RA:lm

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

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Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: Santa Barbara County Education Office ("SBCEO")		
Regional Program Type: Preschool and Extensive Support Needs "ESN"		
District: Orcutt Union School District, Santa Maria Bonita	School: N/A	For 2024-2025 School Year
Teacher Name: Multiple	Current Class Size: N/A	Age Range: 3-22
If request is for TLP; how many of the students are in the TLP class 50% or more of their day: N/A		
Reason for additional request (check all appropriate boxes): <input type="checkbox"/> To meet the needs of a student with a low-incidence disability <input type="checkbox"/> The need is associated with legal issues <input type="checkbox"/> To assist a student with severe behavioral problems <input type="checkbox"/> Staff ratio in individual classroom(s)		
Support staff being requested/pages to complete: <input type="checkbox"/> Additional Aide Time (pgs.1-3) <input type="checkbox"/> Signing Aide (pg.1) <input type="checkbox"/> Signing Interpreter (pg.1) <input type="checkbox"/> Transcriber (pg.1) <input checked="" type="checkbox"/> Other (pgs.1-3)		
Number of additional support staff hours requesting per day: 6.5 hours		Estimated cost for requested support staff: Low: \$60,739.29 High: \$96,321.97

(complete this student information if request is for a specific student)

Student First Initial :	Last Initial:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Age:	Grade:
Does Student live in a group home?	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Current Local Plan staffing ratio guidelines for this program: N/A		
Current Support Staff (ex: program aide, additional aide, one on one, etc)	Total Hours/Schedule (ex. 15hrs/Mon-Fri 9-12)	Duties
Program Aide	20 hrs./Mon-Fri 8 -12	Bilingual, see duties listed below

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 do not outline caseload caps or staffing ratios for school nurses or support staff. The SBCEO school nurses currently receive 4 hours per day of support from a bilingual paraeducator, but support is needed for the full day to support with Spanish interpretation for health interviews so that nurses can conduct these interviews as part of the special education assessment process for children who reside in the Santa Maria, Orcutt, and Lompoc regions. This paraeducator also supports with clerical tasks as outlined below (in order of time spent):

- a. Spanish Interpretation for health interviews
- b. Maintaining spreadsheets of critical data
- c. Immunization statuses (conditional and new assessments)
- d. Specialized physical healthcare orders
- e. Assist with in-person screenings
- f. Tracking assessment billing
- g. Organize data for assessment folders
- h. Upload forms on SIRAS
- i. Faxes to doctors, follow-ups
- j. Track vision and hearing referrals

SBCEO, like other Local Education Agencies (LEA's), has experienced a significant increase in the number of Early Start and initial referrals made to our Regional Preschool programs, in particular the Santa Maria/Orcutt and Lompoc Regions. As of December 2023, referrals were up by approximately 25% over the prior year, and 50% over the course of two years.

Additionally, the SBCEO team of school nurses is in need of a paraeducator who can be trained in Specialized Healthcare Procedures (SHCP) to support in classrooms when regular staff are absent or programs are staffed by agency personnel who cannot be certified to perform these procedures. SBCEO currently has 18 students who require one or more Specialized Healthcare Procedures (SHCP) across its 34 Regional Program classrooms. The school nurses are called daily to respond and support which pulls them from their other duties. This additional paraeducator would be used as a rover to support with administration of SHCP as needed.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: N/A

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

Regional Program Operator Request for Funding of Additional Support Staff

Rubric

Check the box of the number that best describes the student in each category that is appropriate.

	Health/Personal Care Rating	Behavior Rating	Instruction Rating	Inclusion/Mainstreaming Rating
0	General good health. No specialized health care procedure, medications taken or time for health care. Independently maintains all age appropriate personal care. <input type="checkbox"/>	Follows adult directions without frequent prompts or close supervision. Handles change and redirection. Usually gets along with peers and adults. Seeks out friends. <input type="checkbox"/>	Participates fully in whole class instruction. Stays on task during typical instruction activity. Follows direction with few to no additional prompts. <input type="checkbox"/>	Participate in some core curriculum within general education class and requires few modifications. Can find classroom. Usually socializes well with peers. <input type="checkbox"/>
1	Mild or occasional health concerns. Allergies or other chronic health conditions. No specialized health care procedure. Medication administration takes less than 10 minutes time. Needs reminders to complete age appropriate personal care activities. <input type="checkbox"/>	Follows adult direction but occasionally requires additional encouragement and prompts. Occasional difficulty with peers or adults. Does not always seek out friends but plays if invited. <input type="checkbox"/>	Participates in groups at instructional level but may require additional prompts, cues or reinforcement. Requires reminders to: stay on task, follow directions and to remain engaged in learning. <input type="checkbox"/>	Participates with modification and accommodation. Needs an occasional reminder of room and schedule. Requires some additional support to finish work and be responsible. Needs some social cueing to interact with peers appropriately. <input type="checkbox"/>
2	Chronic health issues, generic specialized health care procedures. Takes medication. Health care intervention for 10-15 minutes daily (diet, blood sugar, medication). Requires reminders and additional prompts or limited hands-on assistance for washing hands, using bathroom, wiping mouth, shoes, buttons, zippers, etc. Occasional toileting accidents. <input type="checkbox"/>	Has problems following directions and behaving appropriately. Can be managed adequately with a classroom behavior management plan, but unable to experience much success without behavior support plan implementation. <input type="checkbox"/>	Cannot always participate in whole class instruction. Requires smaller groups and frequent verbal prompts, cues or reinforcement. On task about 50% of the time with support. Requires more verbal prompts to follow directions. <input type="checkbox"/>	Participates with visual supervision and occasional verbal prompts. Requires visual shadowing to get to class. Needs modifications and accommodations to benefit from class activities. Regular socialization may require adult facilitation. <input type="checkbox"/>
3	Very specialized health care procedure and medication. Limited mobility. Physical limitations requiring assistance (stander, walker, gait trainer or wheelchair). Special food prep or feeding. Health related interventions 15-45 min. daily. Frequent physical prompts and direction assistance for personal care. Food prep required regularly. Requires toileting schedule, training, direct help, diapering. <input type="checkbox"/>	Serious behavior problems almost daily. Defiant and/or prone to physical aggression. Requires a Behavior Intervention Plan (BIP) and behavior goals and objectives on the IEP. Requires close visual supervision to implement the BIP. Medication for ADD/ADHD or other behaviors. <input type="checkbox"/>	Requires a lower than class-norm student-staff ratio, close adult proximity and prompts including physical assistance to stay on task. Primarily complies only with 1:1 directions and monitoring. Cognitive abilities and skills likely require modifications not typical for class as a whole. Needs __Discrete Trial __ABA __Structured Teaching __PECs. Requires signing over 80% of the time. <input type="checkbox"/>	Participation may require additional staff for direct instructional and behavior support. Requires direct supervision going to and from class. Always requires modifications and accommodations for class work. Requires adult to facilitate social interaction with peers. <input type="checkbox"/>
4	Specialized health care procedure requiring care by specially trained employee (G-tube, tracheotomy, catheterization). Takes medication, requires positioning or bracing multiple times daily. Health related interventions 45 min. daily. Direct assistance with most personal care. Requires two-person	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	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	Always requires 1:1 staff in close proximity for direct instruction, safety, mobility or behavior monitoring. Requires 1:1 assistance to go to and from class 80% of the time. Requires adult to facilitate social interaction with peers and to remain in close proximity at all times. X

SELPA2 4/14/2016 (E)

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

Regional Program Operator Request for Funding of Additional Support Staff

	lift. Direct 1:1 assistance 45 minutes or more daily. <input type="checkbox"/>	trained in the management of assaultive behaviors. <input type="checkbox"/>	accommodation and modification not typical for the class group. <input type="checkbox"/>	
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Regional Program Operator Request for Funding of Additional Support Staff

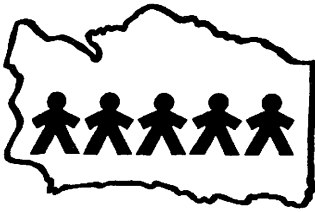
School Day Description: (check day(s) that pertain to chart below) X MONDAY X TUESDAY X WEDNESDAY X THURSDAY X FRIDAY

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 students	What are the other support staff doing?	Additional Support Needed at this time because...

Santa Barbara County**Special Education Local Plan Area..... A Joint Powers Agency*****Regional Program Operator Request for Funding of Additional Support Staff***

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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: Interagency Agreement (IAA): Tri-County Regional Center (TCRC) and SBCSELPA, Part C

BACKGROUND:

- An Interagency Agreement was developed by representatives of Tri-Counties Regional Center (TCRC) and SBCSELPA to comply with California's Early Intervention Services Act, SB 1085, Part C.
- The IAA applies to infants and toddlers ages birth up to 36 months of age who are either eligible with TCRC or identified individuals with exceptional needs who are the responsibility of a local education agency of the SBCSELPA or both.
- The intent of the IAA between TCRC and SBCSELPA, Part C is to:
 - a. Clarify and determine and coordinate each agency's responsibility to each infant or toddler and his/her family, including which services are to be provided by either TCRC or SBCSELPA or both.
 - b. Establish a means for joint planning for the distribution of local resources.
 - c. Establish positive communication and coordination of agency services.
 - d. Conform to legislative mandates and create shared goals for students and families.
 - e. Delineation of the collaboration of fiscal responsibilities in providing needed services to the infant or toddler.
 - f. Describe the relationship between TCRC, SBCSELPA and its member districts.
- In collaboration with TCRC and SBCSELPA, TCRC and SBCSELPA wish to provide the SBCSELPA JPA board with the updated IAA Part C document, ***REF: VII-I.1***

FISCAL IMPACT: No impact.

RECOMMENDATION: The JPA Board approves the proposed updated IAA with SBCSELPA and TCRC for Part C.

RA/JC:lm

INTERAGENCY AGREEMENT

BETWEEN

TRI-COUNTIES REGIONAL CENTER (**TCRC**)

AND

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA (**SBCSELPA**)For Implementation of Part C of the Individuals with Disabilities
Education Act

APPROVED:

~~June 10, 2019~~**March 6, 2024**

I. INTRODUCTION

This Interagency Agreement has been developed to comply with the permanent regulations implementing California's Early Intervention Services Act, SB 1085. It was originally developed as a collaborative effort with input from representatives of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), Tri-Counties Regional Center (TCRC), Area Board IX (currently State Council on Developmental Disabilities), and the Family First Program of Alpha Resource Center of Santa Barbara, Alpha Family Empowerment Center of Santa Barbara, and recently updated jointly by SBCSELPA and TCRC.

The Agreement applies to infants and toddlers ages birth up to 36 months of age who are either eligible with TCRC or identified individuals with exceptional needs who are the responsibility of a local education agency (LEA) of the SBCSELPA or both.

The intent of this document is to:

1. Clarify, determine, and coordinate each agency's responsibility to each infant or toddler and his/her family, including which services are to be provided by either TCRC or SBCSELPA or both.
2. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
 - a. Commitment of resources based on identified needs;
 - b. The elimination of duplication of services;
 - c. Delineation of the collaboration of fiscal responsibilities in providing needed services to the infant or toddler.
3. Establish and maintain an attitude of respect and partnership which will facilitate communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.

II. PURPOSE

The purpose of this agreement is to describe the responsibilities of Tri-Counties Regional Center (TCRC) and Santa Barbara County Special Education Local Plan Area (SBCSELPA) relating to the implementation of Part C of the Individuals with Disabilities Education Act (hereinafter referred to as "Part C") and its implementing regulations. This agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to referral procedures, assessment procedures, Individualized Family Service Plan (IFSP), transition procedures, service coordination, provision of

services and payor of last resort, procedural safeguards, surrogate parents, and dispute resolution.

III. PARTIES

The parties to this agreement are Tri-Counties Regional Center (TCRC) and Santa Barbara County Special Education Local Plan Area (SBCSELPA). By entering into this agreement the TCRC and SBCSELPA agree to comply with the terms of this document.

IV. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under Part C, as defined in California statute, regulations, and policies. California Senate Bill 1085, Government Code Section 95014 (a) further defines the eligible population.

TCRC and SBCSELPA shall be responsible for child find and public awareness activities related to their respective responsibilities to the groups of infants and toddlers that each agency is mandated to serve. Child find activities are coordinated through the Family Resource Center in collaboration with TCRC and SBCSELPA.

V. PAYOR OF LAST RESORT

A. Financial Responsibility

1. Definition - Payor of last resort means the regional center or Local Education Agency (LEA) is ultimately responsible to arrange, provide, or pay for appropriate Early Intervention Services listed on the IFSP when third party payers or other agencies do not have an obligation to pay as required ~~by 34 CFR 303.527. (TAKE OUT)~~ Other providers or payors shall include insurance, community resources, and other agencies.
2. Regional Center - The Regional Center will be the payor of last resort for all Part C eligible infants or toddlers who are served by Regional Center as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Regional Center and special education services. It will not include infants with solely low incidence visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, ~~and Section 3031 of Title 5 of the California Code of Regulations. (TAKE OUT)~~

3. Local Education Agency - The LEA (SBCSELPA) will be the payor of last resort for those infants or toddlers with solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.
4. Dually Served - For infants and toddlers and their families who are eligible to receive services from both a regional center and a local education agency, the regional center shall be the agency responsible for providing or purchasing appropriate IFSP early intervention services that are beyond the mandated responsibilities of the local education agency. The local education agency shall provide special education services up to its funded program capacity.

B. Maintenance of Effort

Although TCRC is the designated payor of last resort for children jointly served by TCRC and SBCSELPA, the LEA shall provide early intervention services to infants who meet both agencies' eligibility criteria provided the LEA does not exceed its 1980-81 mandate or current year funded capacity, whichever is greater, as follows:

<u>1980-81 Mandates</u> 42 infants	<u>2004-05 2023-2024 Funded Capacity</u> 8.96 9.04 x 14 = 125 infants
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Subsets of the SBCSELPA's funded capacity shall be established in the respective regions of the county where Early Start programs operate. For example, for the **2023-2024** school year, these maximum service levels shall be as follows:

<u>South County</u>	<u>57</u>
<u>Santa Ynez Valley</u>	<u>6</u>
<u>Lompoc</u>	<u>32</u>
<u>Santa Maria</u>	<u>30</u>
<u>Total</u>	<u>125</u>

Note: The maximum service level numbers listed above for the regions of the county where Early Start programs operate are subject to change slightly in each region to meet the needs of the students. The total funded capacity of 125 will remain the same per the formula.

When the LEA reaches its funded capacity in each region, based upon the above criteria, TCRC will be responsible for providing early intervention services to all dually eligible infants. TCRC may contract with the LEA for the provision of services to dually eligible infants who are identified in excess of the LEA's funded capacity.

Commented [PC1]: Does the Maintenance of Effort allow SBCSLEPA to set maximum levels by area if there is still room in the 125?

Commented [JC2R1]: See Note in blue

SBCSELPA	TCRC
1. An LEA serving infants prior to October 1, 1993, will continue to serve non-categorical infants at their 1980-81 numbers	1. If a child is determined to be no longer eligible for Part C services, TCRC will discharge in accordance with standard practice and applicable regulations.
2. The LEA is under no obligation to continue the Regional Center provided services prior to the LEA referral.	2. If the child is solely low incidence, TCRC will refer the child to the LEA.

By September 1 of each year, SBCSELPA will notify TCRC of its funded capacity for the upcoming school year.

VI. PROGRAM IMPLEMENTATION POLICIES

For this agreement and pursuant to SB 555, “Native language” means the language normally used or the preferred language identified by the individual and, when appropriate, his or her parent, legal guardian or conservator, or authorized representative.

A. Referral Procedures

The Local Education Agency and Regional Center shall work cooperatively to meet the needs of all children eligible for services under Early Start Part C of the Individuals with Disabilities Education Act (I.D.E.A.). The term, “eligible infant or toddler” means infants and toddlers from birth to three years of age who demonstrate a developmental delay in one or more of the following ~~six~~ areas: cognitive development; physical and motor development, including vision and hearing; communication development; expressive communication development; receptive communication development; social or emotional development; or adaptive development. The other qualifying criteria are high risk and established risk, including solely low incidence impairments.

TCRC and SBCSELPA agree to use the Tri-Counties Early Start Program Inquiry/Referral (“ESE”) form as a common interagency initial inquiry document. (Note: All forms are included in the Appendix to this agreement)**(QUESTION-Forms?? Take out)**. TCRC shall function as the single point of entry for families of Early Start infants and toddlers. The agency that receives the referral will notify the other agency. A copy of the (ESE) Inquiry/Referral Form will be sent using a HIPAA compliant method to the second agency within 2 business days.

The party to be notified of the referral at TCRC is the Services and Supports Manager (or designee). The party to be notified for SBCSELPA is the Administrator of Special Education, County Education Office (or designee). TCRC agrees to notify LEA when a referral of an infant or toddler with a solely low

incidence visual, hearing, or orthopedic impairment is received per this agreement. The 45-day time-line begins on the day the oral or written referral is received by either TCRC or SBCSELPA. A parent or legal representative must give consent prior to the exchange of information between agencies. TCRC and SBCSELPA Should be HIPAA

assure that all referral, assessment, and IFSP-related information will be exchanged in a timely manner.

B. Family Resource Center Referral

In recognition of the importance of early parent-to-parent support and collaboration, the ~~Interim-TAKE OUT~~ Service Coordinator, upon initial contact with the family, will provide the family with the information regarding the Family Empowerment Resource Center (specifically, Alpha Family Empowerment Center Resource Center of Santa Barbara). With the family's consent a copy of the ESE Inquiry/Referral Form will be sent using a HIPAA compliant method to the Family Empowerment Center. The Family Empowerment Resource Center has no eligibility criteria. Families can benefit from Family Empowerment Resource Center contact regardless of Early Start eligibility.

When the IFSP is developed, information regarding the Family Empowerment Resource Center will again be shared with the family, as well as information regarding other community resource agencies and services.

C. Evaluation and Assessment Procedures for Determining Eligibility for Early Start Services

The determination of eligibility for an infant or toddler shall be made by qualified personnel of the regional center or LEA. The determination shall be made with the participation of the multidisciplinary team including the parent.

TCRC or SBCSELPA, as appropriate, shall ensure that written notice is provided and written parental consent to evaluate and assess is obtained within the 45-day timeline. If the SBCSELPA is not at funded capacity in a given region, infants and toddlers will be jointly evaluated by TCRC and SBCSELPA Santa Barbara County LEA staff. The initial multi-agency, multi-disciplinary evaluation and assessment must be completed within the 45-day timeline in the family's native language and address the following developmental areas: level of physical and motor development including vision, hearing, and health status; communication development, expressive communication development; receptive communication development; cognitive development; social or emotional development; and adaptive development.

Regional centers, LEAs, and multidisciplinary teams shall not presume or determine eligibility, including eligibility for medical services provided through the Department of Health Care Services, for any other state or local government

program or service when conducting evaluations or assessments of an infant or toddler or their family.

SBCSELPA	TCRC
1. All cases regarding children suspected of being eligible for services under Part C will be referred to TCRC within 2 days of identification.	1. All cases regarding children suspected of being eligible for services under Part C will be evaluated for eligibility services.
2. The LEA is responsible for providing services to solely low incidence children birth to three years of age. Low incidence disabilities are defined as severe disabling conditions that include hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof (E.C. 56425).	2. If solely low incidence eligibility can be determined without TCRC assessment, then TCRC will refer directly to the LEA infant contact person. If TCRC conducts assessment, as soon as “solely low incidence” eligibility is determined, TCRC shall make a referral to the LEA within two business days. (Govt. Code 95000)
3. If a child is 2 years, 10 months of age or more, the LEA will accept referral for educational assessment and recommendations regardless of disabling condition.	3. If a child is 2 years, 10 months of age or more and is referred to TCRC, then TCRC shall refer (with parental consent) to the LEA for educational assessment and recommendations regardless of disabling condition.
4. For an initial referral received 60-46 days prior to a child’s 3rd birthday, LEA will: <ul style="list-style-type: none"> • Upon receipt of referral, immediately give Notice of Special Education Referral to parent • Within 15 days, give parent either: Assessment Plan or Prior Written Notice • Complete assessment and hold IEP within 60 days, but no later than the 3rd birthday (whichever comes first) • If available, will consider Early Start assessment information with LEA assessment data. 	4. For an initial referral received 60-46 days prior to a child’s 3rd birthday, TCRC will: <ul style="list-style-type: none"> • During intake interview, inform parent about initiation of LEA referral and obtain written parent consent for permission to give intake information to the LEA so they can consider initiating immediate assessment for special education eligibility. • Send referral cover sheet, early start inquiry and parent consent form to LEA within 2 business days.

<p>5. For an initial referral received 45 days or less prior to a child's 3rd birthday, LEA will:</p> <ul style="list-style-type: none"> • Upon receipt of referral, immediately give Notice of Special Education Referral to parent • Within 15 days, give parent either: <ul style="list-style-type: none"> • Assessment Plan or • Prior Written Notice • If available, LEA will consider Early Start assessment information along with LEA assessment data. • Complete assessment and hold IEP no later than the 3rd birthday (whichever comes first) 	<p>5. For an initial referral received 45 days or less prior to a child's 3rd birthday, TCRC will:</p> <ul style="list-style-type: none"> • work closely with the LEA to ensure a timely referral by immediately sending a referral to LEA with written parent consent, including referral cover sheet and early start inquiry, so that LEA and TCRC can conduct concurrent assessments to determine eligibility for services.
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E. Assessment Procedures for Service Planning

Assessment means, with written notice to parents and written parental consent, the ongoing procedures used by appropriate qualified personnel throughout the period of an infant's or toddler's eligibility to identify the following:

1. The infant's or toddler's unique strengths and needs and services appropriate to meet those needs.
2. The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler.
3. Family assessments shall be family-directed and voluntary on the part of the family.

F. Service Coordination

Service coordination is an early intervention service and must be provided under public supervision. The role of the Service Coordinator is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. The Service Coordinator must be knowledgeable about eligible infant and toddler programs, Part C law and regulations, nature and scope of services under Part C of I.D.E.A., and system of payments for services.

It is agreed that the agency which initiates the evaluation with the family assumes the role of ~~Interim~~ **(TAKE OUT)** Service Coordinator until the IFSP Service Coordinator is identified at the initial IFSP meeting. The ~~interim~~ Service Coordinator is responsible for ensuring the completion of the initial Individualized Family Service Plan (IFSP) within the 45-day timeline, **and provides ongoing case management.**

Service coordination means the activities carried out by a **S**ervice **C**oordinator to assist and enable an eligible infant or toddler and family to receive the rights, procedural safeguards, and IFSP services authorized.

~~TCRC and SBCSELPA assure that contacts shall be always available during the year.~~

(ADD)TCRC and SBCSELPA are to ensure their contact information is shared with each agency. Local Education Agencies (LEAs) availability may change due to extended school district breaks. SBCSELPA and TCRC is available to families throughout the year.

G. Individualized Family Service Plans

Each child eligible for services under Part C must have an Individualized Family Service Plan. The evaluation, assessment, and meeting to develop the IFSP must be held within 45 calendar days from the time of referral. All IFSP meetings shall be in the native language of the family and the IFSP shall be in writing in the family's native language.

~~SBCSELPA-~~ **The** LEA will initiate IFSP meetings for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, Service Coordinators will initiate IFSP meetings. TCRC will initiate IFSP meetings for infants or toddlers who are served solely by regional center.

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant or toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral. If assessment cannot be completed within 45 days due to unique family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow up will be added to the child's file.

IFSP format and content will comply with Part C and California Early Start regulations and policies. The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form. The form will be reviewed annually to determine if modifications are necessary.

An IFSP meeting must be conducted annually to evaluate the IFSP for a child and the child's family. Also, a review of the IFSP for a child and the child's family must be conducted ~~every six months~~ **quarterly** or more frequently if conditions warrant **or at the parent's request.** The review may be carried out by a meeting or by another means that is acceptable to the parent and other participants.

For infants or toddlers who are dually served, any changes made to the IFSP must be documented on the plan and a copy must be sent to the other agency for their records. Both agencies agree to coordinate the implementation of the IFSP for infants and toddlers and their families who are dually served.

As early start services are year-round, the LEA and TCRC will ensure the provision of services during periods of school vacations when services are required on the IFSP. The LEA will provide services for infants or toddlers who are dually served or solely low incidence and TCRC will provide services for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA's funded program capacity. It should be noted that periods of time without services can be written into the IFSP if the family agrees to a short break in services.

The agency's representative attending the IFSP meeting will have the authority to sign the IFSP document for their respective agency. TCRC and SBCSELPA shall be responsible for the provision of appropriate early intervention services in accordance with Part C of the Individuals with Disabilities Education Act and Section V of this Agreement.

All services must be provided and monitored by appropriate qualified personnel. Services to the families are to provide the "...supports and services necessary to enhance the capacity of the family to meet the developmental needs of the child." It is understood that the level, type, frequency, and provider of services may change upon transfer of a case between agencies.

The IFSP meeting should be conducted in the family's native language. ~~SBCSELPA~~ **the LEA** will provide interpreters or translators at IFSP meetings for families of infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA's funded program capacity. TCRC will provide interpreters or translators at IFSP meetings for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA's funded program capacity. When a toddler reaches the age to exit the Part C program, interpreters or translators will be provided by either SBCSELPA or TCRC as specified above.

Age	SBCSELPA	TCRC
By January 31 Monthly	1. The LEA requests a list that includes the number of students, their birthdays, and general area (zip code)	1. TCRC will send a list that includes the number of students, their birthdays, and general area (zip code)
2-3 to 2-9 Transition planning procedures begin at least six months prior to a toddler's third birthday. (17 CCR § 52140) <u>However, it is agreed that the process will begin as soon after 2-3 as possible in order to allow the LEA enough time to participate in the meeting.</u>	1. The LEA designee shall confirm receipt of invitation and attend the TPC/IFSP between 2-3 and 2-9.	The <u>Service Coordinator shall make every effort to</u> identify mutually agreeable dates, times, and locations at least 2 weeks in advance and send the invitation to the LEA and parent for the TPC/IFSP between 2-3 and 2-9. <u>However, it is agreed that the transition planning process will begin as soon after 2-3 as possible in order to allow the LEA enough time to participate in the meeting.</u>
	1. During the TPC/IFSP, the LEA designee shall participate in the discussion of the transition steps as part of the IFSP including: <ul style="list-style-type: none"> • Assessment process • Timelines • Eligibility criteria • IEP meeting process • Review possible preschool program and service options • Suggest a notification/referral date at least 90 days prior to the child's third birthday 	1. During the TPC/IFSP, the service coordinator shall facilitate discussion of the transition process as part of the IFSP. Service coordinator will update and document: <ul style="list-style-type: none"> • Present levels of development • Resources, priorities, and concerns • Review of progress on outcomes and continuing services • Transition services and activities the IFSP team identifies as needed. • Identify a notification/ referral date of at least 90 days prior to the child's third birthday. • Obtain written parental consent for additional information to be sent to the LEA at the time of referral beyond name, birth date, and parental contact information. Service coordinator will provide a copy of the TPC/IFSP to the LEA
2-6 to 2-9	1. The LEA will notify TCRC of the date the notification/referral is received	1. TCRC will send the notification/referral as discussed at the TPC/IFSP and no later than 90

Commented [EA3]: I did not change this one to 2-6 to 2-8 because it is regarding the LEA referral that starts the LEA timeline. I believe the LEA does not want it before 2-9, correct? If we changed it to 2-6 to 2-8, the LEA will get the referral at about 120 days, not 90 days prior to 3rd birthday.

Commented [JC4R3]: Sounds fine to me.

		<p>days prior to the child's third birthday, which will include:</p> <ul style="list-style-type: none"> • Name, date of birth, and parent contact information. • Referral may include other information with parent consent.
	<p>2. Upon receipt of the notification/referral the LEA will send the assessment plan within 15 days to the parents for signature.</p> <ul style="list-style-type: none"> • The LEA will, with parent/guardian consent, assess the child as needed and make program recommendations as appropriate. 	<p>2. TCRC will notify current program(s) service providers of referral to the LEA.</p>
2-9 to 2-11	<p>1. The LEA will schedule an initial IEP team meeting to include parent/guardian, TCRC service coordinator (with parent permission), and all other appropriate personnel. The IEP will be developed and implemented by the child's third birthday.</p>	<p>1. TCRC service coordinator may attend the IEP meeting, with parent/guardian consent.</p> <ul style="list-style-type: none"> • The final IFSP may be held concurrently with the initial IEP team meeting.

H. Transition Procedures (IFSP)

All children receiving Early Start services are potentially eligible for special education and related services at age three and will be referred to the LEA. The purpose of transition is to begin planning for service options as the child with exceptional needs approaches age 3. The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from the infant services program to the preschool services operated by an LEA under Part B of the Individuals with Disabilities Education Act. The service coordinator shall notify the LEA where the toddler resides that there will be a transition planning conference/IFSP (**TPC/IFSP**) requiring attendance of an LEA representative to establish a transition plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler's third birthday in accordance with 34 CFR 303.209 and 303.344.

The child's transition from current Early Start Programs and services into a new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The steps for transition will be included in the IFSP.

SBCSELPA **and LEAs** will develop and implement transition steps for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA's funded program capacity. TCRC will develop and implement

transition steps for other infants or toddlers who are eligible for regional center early intervention services. The Service Coordinator also will be responsible for contacting the local receiving school district when appropriate to participate in transition planning with the family.

I. Transfer Procedures

TCRC and SBCSELPA agree to follow the transfer procedures as outlined in Section 52111 of the regulations implementing California's Early Intervention Services Act, SB 1085. TCRC and SBCSELPA shall accept out-of-state transfer children with an effective IFSP if they meet California Early Start eligibility.

VII. PROCEDURAL SAFEGUARDS

The Santa Barbara County IFSP process assures a timely, comprehensive, multi-disciplinary evaluation for each infant/toddler from birth to 3 years of age and their family. If eligible, the infant/toddler and family have the right to appropriate Early Intervention Services.

Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. Appeals may involve issues of eligibility, evaluation, assessment, placement, provision of appropriate services, or content of the records of an infant or toddler. TCRC and SBCSELPA agree to advise the other party when an appeal is initiated on behalf of an infant or toddler who is dually served. This is to ensure that the appeal is filed with the appropriate party. Also, TCRC and SBCSELPA recognize the importance and value to infants and toddlers of using informal means to promptly resolve eligibility and service appeals. This, however, does not abridge the right of appeal. Below is a summary of the procedural safeguards:

- A. Written parental consent must be obtained prior to conducting evaluations, assessments, and beginning Early Intervention Services.
 - 1. The LEA or Regional Center shall make reasonable efforts to ensure that the family is aware of the nature of the evaluation, assessment, and/or services available.
 - 2. Parents will be informed that they have a right to decline any or all of these services.
- B. Parents are to be notified, in their native language, of meetings when issues of eligibility and services are discussed. This includes identification, beginning or modifying services, and denial of evaluation, services, or placement.
 - 1. Meetings shall be held at mutually agreeable times that are convenient to families.
 - 2. Written notice shall be given to the family.

- ~~2.3.~~ Parents have the right to confidentiality of personally identifiable information.
- ~~3.4.~~ Parents have the right to invite anyone of their choosing to assist them at meetings.
- ~~4.5.~~ Parents have the right to utilize administrative process to resolve complaints. Procedures for complaints and due process hearings shall be available to parents.
- ~~5.6.~~ Parents have the right to be informed of the location of records, and the policies and procedures regarding the maintenance of records. Parents have the right to access the child's Early Intervention records.

VIII. SURROGATE PARENTS

A surrogate parent **volunteer** will be appointed **by TCRC and/or** SBCSELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or, the infant or toddler is a dependent of the juvenile court and parental rights have been limited by the court or relinquished. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child's IFSP including annual evaluations, assessments, and periodic reviews, the ongoing provision of early intervention services, requesting mediation or due process hearings and any other intervention service established under Part C of the Individuals with Disabilities Education Act.

TCRC and SBCSELPA agree to collaborate in the will recruit, train, and appoint surrogate parents volunteers. With volunteers' consent, SBCSELPA will share with TCRC names of surrogate parents from existing lists.

For infants and toddlers with a solely low incidence disability or any combination thereof and for dually served infants and toddlers, SBCSELPA **and the LEA** will be responsible for determining whether an infant or toddler needs a surrogate parent and **for** assign a surrogate to represent the child. **In partnership with TCRC and the LEA, TCRC** will be responsible for determining whether an infant or toddler needs a surrogate parent **volunteer from SBCSELPA, contacting SBCSELPA** to assign a surrogate for infants and toddlers who are served solely by **the** regional center.

The agency that has responsibility for assigning a surrogate parent volunteer to an individual child shall also be responsible for ensuring that the surrogate has no interest that conflicts with the interests of the infant or toddler he or she represents, ensuring that

the surrogate has knowledge and skills that ensure adequate representation of the infant or toddler and ensuring that the surrogate parent is not an employee of any regional center, LEA, or service provider involved in the provision of early intervention services to the infant or toddler.

IX. INTERAGENCY DISPUTE RESOLUTION

TCRC and SBCSELPA agree to work cooperatively to minimize interagency disputes and, when such disputes occur, both agencies will seek a speedy resolution. Local disputes that may occur between TCRC and SBCSELPA are defined below:

- A. Which agency is responsible for the infant and family evaluation and assessment, service coordination, and the development and implementation of the IFSP; and,
- B. Which agency is responsible for the provision/purchase of appropriate early intervention services.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating a due process hearing request (which may involve a disagreement regarding the eligibility of the infant) or filing a compliance complaint.

TCRC and SBCSELPA agree to the principles and steps listed below to resolve disputes:

- A. Every attempt will be made to resolve the dispute as soon as possible between the individuals involved.
- B. Every attempt will be made to resolve the dispute at the lowest possible administrative level.
- C. When TCRC and SBCSELPA have a dispute that cannot be resolved between them, they may do any of the following:
 - 1. Request mediation/facilitation in writing by a mutually agreeable agency.
 - 2. Request technical assistance from DDS and/or CDE.
- D. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.

X. STATUS OF SERVICE DURING AN INTERAGENCY DISPUTE

During the pendency of a dispute between TCRC and SBCSELPA, a child must continue to receive the early intervention services currently being provided as identified and agreed to in the IFSP.

XI. ASSIGNMENT OF FINANCIAL RESPONSIBILITY

During the pendency of an interagency dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the California Early Intervention Services Act, SB 1085, Bergeson statutes of 1993.

XII. TRAINING

TCRC and SBCSELPA agree to participate in joint training of staff regarding the implementation of Part C. Future joint training may be held when new procedures are developed, or this agreement is substantially modified. Both agencies agree to share information about conferences or workshops pertinent to the implementation of Part C. Staff will be informed of the contents of this Agreement.

XIII. ANNUAL REVIEW

The Supplement for Children Birth to Three Years of Age under Part C of the Individuals with Disabilities Education Act (IDEA), Section II of the Interagency Agreement between Santa Barbara County SELPA and Tri-Counties Regional Center will be reviewed annually for renewal of the terms and conditions or to make recommendations for changes.

If by mutual agreement, both parties agree to the same terms and conditions for one (1) additional year, then a Letter of Review will be signed and submitted as an attachment to the existing Interagency Agreement.

If by mutual agreement, both parties recommend changes to the current Interagency Agreement, TCRC and SBCSELPA will meet to make necessary changes.

INTERAGENCY AGREEMENT

This agreement shall commence on the effective date of approval by the signature. It shall remain in effect until any revisions are mutually agreed upon or either party provides 20 days written notice to terminate.

 ANNE HUBBARD, Chairperson
 Santa Barbara County SELPA
 Joint Powers Agency Board

Date: _____

 RAY AVILA, Executive Director
 Santa Barbara County SELPA

Date: _____

 OMAR NOORZAD, Executive Director
 Tri-Counties Regional Center

Date: _____

INTERAGENCY AGREEMENT

BETWEEN

TRI-COUNTIES REGIONAL CENTER (TCRC)

AND

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA (SBCSELPA)For Implementation of Part C of the Individuals with Disabilities
Education Act

APPROVED:

April 18, 2024

I. INTRODUCTION

This Interagency Agreement has been developed to comply with the permanent regulations implementing California's Early Intervention Services Act, SB 1085. It was originally developed as a collaborative effort with input from representatives of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), Tri-Counties Regional Center (TCRC), Area Board IX (currently State Council on Developmental Disabilities), and the Family First Program of Alpha Resource Center of Santa Barbara, Alpha Family Empowerment Center of Santa Barbara, and recently updated jointly by SBCSELPA and TCRC.

The Agreement applies to infants and toddlers ages birth up to 36 months of age who are either eligible with TCRC or identified individuals with exceptional needs who are the responsibility of a local education agency (LEA) of the SBCSELPA or both.

The intent of this document is to:

1. Clarify, determine, and coordinate each agency's responsibility to each infant or toddler and his/her family, including which services are to be provided by either TCRC or SBCSELPA or both.
2. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
 - a. Commitment of resources based on identified needs;
 - b. The elimination of duplication of services;
 - c. Delineation of the collaboration of fiscal responsibilities in providing needed services to the infant or toddler.
3. Establish and maintain an attitude of respect and partnership which will facilitate communication and collaboration between agencies.
4. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.

II. PURPOSE

The purpose of this agreement is to describe the responsibilities of Tri-Counties Regional Center (TCRC) and Santa Barbara County Special Education Local Plan Area (SBCSELPA) relating to the implementation of Part C of the Individuals with Disabilities Education Act (hereinafter referred to as "Part C") and its implementing regulations. This agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to referral procedures, assessment procedures, Individualized Family Service Plan (IFSP), transition procedures, service coordination, provision of services and payor of last resort, procedural safeguards, surrogate parents, and dispute resolution.

III. PARTIES

The parties to this agreement are Tri-Counties Regional Center (TCRC) and Santa Barbara County Special Education Local Plan Area (SBCSELPA). By entering into this agreement the TCRC and SBCSELPA agree to comply with the terms of this document.

IV. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under Part C, as defined in California statute, regulations, and policies. California Senate Bill 1085, Government Code Section 95014 (a) further defines the eligible population.

TCRC and SBCSELPA shall be responsible for child find and public awareness activities related to their respective responsibilities to the groups of infants and toddlers that each agency is mandated to serve. Child find activities are coordinated through the Family Resource Center in collaboration with TCRC and SBCSELPA.

V. PAYOR OF LAST RESORT

A. Financial Responsibility

1. Definition - Payor of last resort means the regional center or Local Education Agency (LEA) is ultimately responsible to arrange, provide, or pay for appropriate Early Intervention Services listed on the IFSP when third party payers or other agencies do not have an obligation to pay as required. Other providers or payors shall include insurance, community resources, and other agencies.

2. **Regional Center** - The Regional Center will be the payor of last resort for all Part C eligible infants or toddlers who are served by Regional Center as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Regional Center and special education services. It will not include infants with solely low incidence visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030.
3. **Local Education Agency** - The LEA (SBCSELPA) will be the payor of last resort for those infants or toddlers with solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.
4. **Dually Served** - For infants and toddlers and their families who are eligible to receive services from both a regional center and a local education agency, the regional center shall be the agency responsible for providing or purchasing appropriate IFSP early intervention services that are beyond the mandated responsibilities of the local education agency. The local education agency shall provide special education services up to its funded program capacity.

B. Maintenance of Effort

Although TCRC is the designated payor of last resort for children jointly served by TCRC and SBCSELPA, the LEA shall provide early intervention services to infants who meet both agencies' eligibility criteria provided the LEA does not exceed its 1980-81 mandate or current year funded capacity, whichever is greater, as follows:

<u>1980-81 Mandates</u>	<u>2023-2024 Funded Capacity</u>
42 infants	$9.04 \times 14 = 125$ infants

Subsets of the SBCSELPA's funded capacity shall be established in the respective regions of the county where Early Start programs operate. For example, for the 2023-2024 school year, these maximum service levels shall be as follows:

South County	57
Santa Ynez Valley	6
Lompoc	32
Santa Maria	30
Total	125

Note: The maximum service level numbers listed above for the regions of the county where Early Start programs operate are subject to change slightly in each region to meet the needs of the students. The total funded capacity of 125 will remain the same per the formula.

When the LEA reaches its funded capacity in each region, based upon the above criteria, TCRC will be responsible for providing early intervention services to all dually eligible infants. TCRC may contract with the LEA for the provision of services to dually eligible infants who are identified in excess of the LEA's funded capacity.

SBCSELPA	TCRC
1. An LEA serving infants prior to October 1, 1993, will continue to serve non-categorical infants at their 1980-81 numbers	1. If a child is determined to be no longer eligible for Part C services, TCRC will discharge in accordance with standard practice and applicable regulations.
2. The LEA is under no obligation to continue the Regional Center provided services prior to the LEA referral.	2. If the child is solely low incidence, TCRC will refer the child to the LEA.

By September 1 of each year, SBCSELPA will notify TCRC of its funded capacity for the upcoming school year.

VI. PROGRAM IMPLEMENTATION POLICIES

For this agreement and pursuant to SB 555, “Native language” means the language normally used or the preferred language identified by the individual and, when appropriate, his or her parent, legal guardian or conservator, or authorized representative.

A. Referral Procedures

The Local Education Agency and Regional Center shall work cooperatively to meet the needs of all children eligible for services under Early Start Part C of the Individuals with Disabilities Education Act (I.D.E.A.). The term, “eligible infant or toddler” means infants and toddlers from birth to three years of age who demonstrate a developmental delay in one or more of the following six areas: cognitive development; physical and motor development; including vision and hearing; communication development; expressive communication development; receptive communication development; social or emotional development; or adaptive development. The other qualifying criteria are high risk and established risk, including solely low incidence impairments.

TCRC and SBCSELPA agree to use the Tri-Counties Early Start Program Inquiry/Referral (“ESE”) form as a common interagency initial inquiry document. TCRC shall function as the single point of entry for families of Early Start infants and toddlers. The agency that receives the referral will notify the other agency. A copy of the (ESE) Inquiry/Referral Form will be sent using a HIPAA compliant method to the second agency within 2 business days.

The party to be notified of the referral at TCRC is the Services and Supports Manager (or designee). The party to be notified for SBCSELPA is the Administrator of Special Education, County Education Office (or designee). TCRC agrees to notify LEA when a referral of an infant or toddler with a solely low incidence visual, hearing, or orthopedic impairment is received per this agreement. The 45-day timeline begins on the day the oral or written referral is received by either TCRC or SBCSELPA. A parent or legal representative must give consent prior to the exchange of information between agencies. TCRC and SBCSELPA assure that all referral, assessment, and IFSP-related information will be exchanged in a timely manner.

B. Family Resource Center Referral

In recognition of the importance of early parent-to-parent support and collaboration, the Service Coordinator, upon initial contact with the family, will provide the family with the information regarding the Family Empowerment Center (specifically Alpha Family Empowerment Center of Santa Barbara). With the family's consent a copy of the ESE Inquiry/Referral Form will be sent using a HIPAA compliant method to the Family Empowerment Center. The Family Empowerment Center has no eligibility criteria. Families can benefit from Family Empowerment contact regardless of Early Start eligibility.

When the IFSP is developed, information regarding the Family Empowerment Center will again be shared with the family, as well as information regarding other community resource agencies and services.

C. Evaluation and Assessment Procedures for Determining Eligibility for Early Start Services

The determination of eligibility for an infant or toddler shall be made by qualified personnel of the regional center or LEA. The determination shall be made with the participation of the multidisciplinary team including the parent.

TCRC or SBCSELPA, as appropriate, shall ensure that written notice is provided and written parental consent to evaluate and assess is obtained within the 45-day timeline. If the SBCSELPA is not at funded capacity in each region, infants and toddlers will be jointly evaluated by TCRC and Santa Barbara County LEA staff. The initial multi-agency, multi-disciplinary evaluation and assessment must be completed within the 45-day timeline in the family's native language and address the following developmental areas: level of physical and motor development including vision, hearing, and health status; communication development expressive communication development; receptive communication development; cognitive development; social or emotional development; and adaptive development.

Regional centers, LEAs, and multidisciplinary teams shall not presume or determine eligibility, including eligibility for medical services provided through the Department of Health Care Services, for any other state or local government program or service when conducting evaluations or assessments of an infant or toddler or their family.

SBCSELPA	TCRC
1. All cases regarding children suspected of being eligible for services under Part C will be referred to TCRC within 2 days of identification.	1. All cases regarding children suspected of being eligible for services under Part C will be evaluated for eligibility services.
2. The LEA is responsible for providing services to solely low incidence children birth to three years of age. Low incidence disabilities are defined as severe disabling conditions that include hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof (E.C. 56425).	2. If solely low incidence eligibility can be determined without TCRC assessment, then TCRC will refer directly to the LEA infant contact person. If TCRC conducts assessment, as soon as “solely low incidence” eligibility is determined, TCRC shall make a referral to the LEA within two business days. (Govt. Code 95000)
3. If a child is 2 years, 10 months of age or more, the LEA will accept referral for educational assessment and recommendations regardless of disabling condition.	3. If a child is 2 years, 10 months of age or more and is referred to TCRC, then TCRC shall refer (with parental consent) to the LEA for educational assessment and recommendations regardless of disabling condition.
4. For an initial referral received 60-46 days prior to a child’s 3rd birthday, LEA will: <ul style="list-style-type: none"> • Upon receipt of referral, immediately give Notice of Special Education Referral to parent • Within 15 days, give parent either: Assessment Plan or Prior Written Notice • Complete assessment and hold IEP within 60 days, but no later than the 3rd birthday (whichever comes first) • If available, will consider Early Start assessment information with LEA assessment data. 	4. For an initial referral received 60-46 days prior to a child’s 3rd birthday, TCRC will: <ul style="list-style-type: none"> • During intake interview, inform parent about initiation of LEA referral and obtain written parent consent for permission to give intake information to the LEA so they can consider initiating immediate assessment for special education eligibility. • Send referral cover sheet, early start inquiry and parent consent form to LEA within 2 business days.

<p>5. For an initial referral received 45 days or less prior to a child's 3rd birthday, LEA will:</p> <ul style="list-style-type: none"> • Upon receipt of referral, immediately give Notice of Special Education Referral to parent • Within 15 days, give parent either: <ul style="list-style-type: none"> • Assessment Plan or • Prior Written Notice • If available, LEA will consider Early Start assessment information along with LEA assessment data. • Complete assessment and hold IEP no later than the 3rd birthday (whichever comes first) 	<p>5. For an initial referral received 45 days or less prior to a child's 3rd birthday, TCRC will:</p> <ul style="list-style-type: none"> • work closely with the LEA to ensure a timely referral by immediately sending a referral to LEA with written parent consent, including referral cover sheet and early start inquiry, so that LEA and TCRC can conduct concurrent assessments to determine eligibility for services.
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E. Assessment Procedures for Service Planning

Assessment means, with written notice to parents and written parental consent, the ongoing procedures used by appropriate qualified personnel throughout the period of an infant's or toddler's eligibility to identify the following:

1. The infant's or toddler's unique strengths and needs and services appropriate to meet those needs.
2. The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler.
3. Family assessments shall be family-directed and voluntary on the part of the family.

F. Service Coordination

Service coordination is an early intervention service and must be provided under public supervision. The role of the Service Coordinator is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. The Service Coordinator must be knowledgeable about eligible infant and toddler programs, Part C law and regulations, nature, and scope of services under Part C of I.D.E.A., and system of payments for services.

It is agreed that the agency which initiates the evaluation with the family assumes the role of Service Coordinator until the IFSP Service Coordinator is identified at the initial IFSP meeting. The Service Coordinator is responsible for ensuring the completion of the initial Individualized Family Service Plan (IFSP) within the 45-day timeline and provides ongoing case management.

Service coordination means the activities carried out by a Service Coordinator to assist and enable an eligible infant or toddler and family to receive the rights, procedural safeguards, and IFSP services authorized.

TCRC and SBCSELPA are to ensure their contact information is shared with each agency. Local Education Agencies (LEAs) availability may change due to extended school district breaks. SBCSELPA and TCRC is available to families throughout the year.

G. Individualized Family Service Plans

Each child eligible for services under Part C must have an Individualized Family Service Plan. The evaluation, assessment, and meeting to develop the IFSP must be held within 45 calendar days from the time of referral. All IFSP meetings shall be in the native language of the family and the IFSP shall be in writing in the family's native language.

The LEA will initiate IFSP meetings for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, Service Coordinators will initiate IFSP meetings. TCRC will initiate IFSP meetings for infants or toddlers who are served solely by regional center.

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant or toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral. If assessment cannot be completed within 45 days due to unique family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow up will be added to the child's file.

IFSP format and content will comply with Part C and California Early Start regulations and policies. The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form. The form will be reviewed annually to determine if modifications are necessary.

An IFSP meeting must be conducted annually to evaluate the IFSP for a child and the child's family. Also, a review of the IFSP for a child and the child's family must be conducted quarterly or more frequently if conditions warrant or at the parent's request. The review may be carried out by a meeting or by another means that is acceptable to the parent and other participants.

For infants or toddlers who are dually served, any changes made to the IFSP must be documented on the plan and a copy must be sent to the other agency for their records. Both agencies agree to coordinate the implementation of the IFSP for infants and toddlers and their families who are dually served.

As early start services are year-round, the LEA and TCRC will ensure the provision of services during periods of school vacations when services are required on the IFSP. The LEA will provide services for infants or toddlers who are dually served or solely low incidence and TCRC will provide services for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA's funded program capacity. It should be noted that periods of time without services can be written into the IFSP if the family agrees to a short break in services.

The agency's representative attending the IFSP meeting will have the authority to sign the IFSP document for their respective agency. TCRC and SBCSELPA shall be responsible for the provision of appropriate early intervention services in accordance with Part C of the Individuals with Disabilities Education Act and Section V of this Agreement.

All services must be provided and monitored by appropriate qualified personnel. Services to the families are to provide the "...supports and services necessary to enhance the capacity of the family to meet the developmental needs of the child." It is understood that the level, type, frequency, and provider of services may change upon transfer of a case between agencies.

The IFSP meeting should be conducted in the family's native language. The LEA will provide interpreters or translators at IFSP meetings for families of infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA's funded program capacity. TCRC will provide interpreters or translators at IFSP meetings for families of infants or toddlers who are eligible for regional center services and beyond SBCSELPA's funded program capacity. When a toddler reaches the age to exit the Part C program, interpreters or translators will be provided by either SBCSELPA or TCRC as specified above.

Age	SBCSELPA	TCRC
Monthly	1. The LEA requests a list that includes the number of students, their birthdays, and general area (zip code)	1. TCRC will send a list that includes the number of students, their birthdays, and general area (zip code)
<p>2-3 to 2-9 Transition planning procedures begin at least six months prior to a toddler's third birthday. (17 CCR § 52140)</p> <p>However, it is agreed that the process will begin as soon after 2-3 as possible in order to allow the LEA enough time to participate in the meeting.</p>	<p>1. The LEA designee shall confirm receipt of invitation and attend the TPC/IFSP between 2-3 and 2-9.</p>	<p>The Service Coordinator shall make every effort to identify mutually agreeable dates, times, and locations at least 2 weeks in advance and send the invitation to the LEA and parent for the TPC/IFSP between 2-3 and 2-9.</p> <p>However, it is agreed that the transition planning process will begin as soon after 2-3 as possible to allow the LEA enough time to participate in the meeting.</p>
	<p>1. During the TPC/IFSP, the LEA designee shall participate in the discussion of the transition steps as part of the IFSP including:</p> <ul style="list-style-type: none"> • Assessment process • Timelines • Eligibility criteria • IEP meeting process • Review possible preschool program and service options • Suggest a notification/referral date at least 90 days prior to the child's third birthday 	<p>1. During the TPC/IFSP, the service coordinator shall facilitate discussion of the transition process as part of the IFSP. Service coordinator will update and document:</p> <ul style="list-style-type: none"> • Present levels of development • Resources, priorities, and concerns • Review of progress on outcomes and continuing services • Transition services and activities the IFSP team identifies as needed. • Identify a notification/ referral date of at least 90 days prior to the child's third birthday. • Obtain written parental consent for additional information to be sent to the LEA at the time of referral beyond name, birth date, and parental contact information. <p>Service coordinator will provide a copy of the TPC/IFSP to the LEA</p>
2-6 to 2-9	1. The LEA will notify TCRC of the date the notification/referral is received	<p>1. TCRC will send the notification/referral as discussed at the TPC/IFSP and no later than 90 days prior to the child's third birthday, which will include:</p> <ul style="list-style-type: none"> • Name, date of birth, and parent contact information.

		<ul style="list-style-type: none"> Referral may include other information with parent consent.
	2. Upon receipt of the notification/referral the LEA will send the assessment plan within 15 days to the parents for signature. <ul style="list-style-type: none"> The LEA will, with parent/guardian consent, assess the child as needed and make program recommendations as appropriate. 	2. TCRC will notify current program(s) service providers of referral to the LEA.
2-9 to 2-11	1. The LEA will schedule an initial IEP team meeting to include parent/guardian, TCRC service coordinator (with parent permission), and all other appropriate personnel. The IEP will be developed and implemented by the child's third birthday.	1. TCRC service coordinator may attend the IEP meeting, with parent/guardian consent. <ul style="list-style-type: none"> The final IFSP may be held concurrently with the initial IEP team meeting.

H. Transition Procedures (IFSP)

All children receiving Early Start services are potentially eligible for special education and related services at age three and will be referred to the LEA. The purpose of transition is to begin planning for service options as the child with exceptional needs approaches age 3. The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from the infant services program to the preschool services operated by an LEA under Part B of the Individuals with Disabilities Education Act. The service coordinator shall notify the LEA where the toddler resides that there will be a transition planning conference/IFSP (TPC/IFSP), requiring attendance of an LEA representative to establish a transition plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler's third birthday in accordance with 34 CFR 303.209 and 303.344.

The child's transition from current Early Start Programs and services into a new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The steps for transition will be included in the IFSP.

SBCSELPA and LEAs will develop and implement transition steps for infants or toddlers with a solely low incidence visual, hearing, or severe orthopedic impairment, or any combination thereof, and for dually served infants or toddlers to SBCSELPA's funded program capacity. TCRC will develop and implement transition steps for other infants or toddlers who are eligible for regional center early intervention services. The Service Coordinator also will be responsible for contacting the local receiving school district when appropriate to participate in transition planning with the family.

I. Transfer Procedures

TCRC and SBCSELPA agree to follow the transfer procedures as outlined in Section 52111 of the regulations implementing California's Early Intervention Services Act, SB 1085. TCRC and SBCSELPA shall accept out-of-state transfer children with an effective IFSP if they meet California Early Start eligibility.

VII. PROCEDURAL SAFEGUARDS

The Santa Barbara County IFSP process assures a timely, comprehensive, multi-disciplinary evaluation for each infant/toddler from birth to 3 years of age and their family. If eligible, the infant/toddler and family have the right to appropriate Early Intervention Services.

Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. Appeals may involve issues of eligibility, evaluation, assessment, placement, provision of appropriate services, or content of the records of an infant or toddler. TCRC and SBCSELPA agree to advise the other party when an appeal is initiated on behalf of an infant or toddler who is dually served. This is to ensure that the appeal is filed with the appropriate party. Also, TCRC and SBCSELPA recognize the importance and value to infants and toddlers of using informal means to promptly resolve eligibility and service appeals. This, however, does not abridge the right of appeal. Below is a summary of the procedural safeguards:

- A. Written parental consent must be obtained prior to conducting evaluations, assessments, and beginning Early Intervention Services.
 1. The LEA or Regional Center shall make reasonable efforts to ensure that the family is aware of the nature of the evaluation, assessment, and/or services available.
 2. Parents will be informed that they have a right to decline any or all of these services.
- B. Parents are to be notified, in their native language, of meetings when issues of eligibility and services are discussed. This includes identification, beginning or modifying services, and denial of evaluation, services, or placement.
 1. Meetings shall be held at mutually agreeable times that are convenient to families.

2. Written notice shall be given to the family.
3. Parents have the right to confidentiality of personally identifiable information.
4. Parents have the right to invite anyone of their choosing to assist them at meetings.
5. Parents have the right to utilize administrative process to resolve complaints. Procedures for complaints and due process hearings shall be available to parents.
6. Parents have the right to be informed of the location of records, and the policies and procedures regarding the maintenance of records. Parents have the right to access the child's Early Intervention records.

VIII. SURROGATE PARENTS

A surrogate parent volunteer will be appointed by SBCSELPA when no parent can be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; or the infant or toddler is a dependent of the juvenile court and parental rights have been limited by the court or relinquished. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child's IFSP including annual evaluations, assessments, and periodic reviews, the ongoing provision of early intervention services, requesting mediation or due process hearings and any other intervention service established under Part C of the Individuals with Disabilities Education Act.

SBCSELPA will recruit, train, and appoint surrogate parent volunteers. With volunteers' consent, SBCSELPA will share with TCRC names of surrogate parents from existing lists.

For infants and toddlers with a solely low incidence disability or any combination thereof and for dually served infants and toddlers, SBCSELPA and the LEA will be responsible for determining whether an infant or toddler needs a surrogate parent and assign a surrogate to represent the child. In partnership with TCRC and the LEA, TCRC will be responsible for determining whether an infant or toddler needs a surrogate parent volunteer from SBCSELPA, contacting SBCSELPA to assign a surrogate for infants and toddlers who are served solely by the regional center.

The agency that has responsibility for assigning a surrogate parent volunteer to an individual child shall also be responsible for ensuring that the surrogate has no interest that conflicts with the interests of the infant or toddler he or she represents, ensuring that

the surrogate has knowledge and skills that ensure adequate representation of the infant or toddler and ensuring that the surrogate parent is not an employee of any regional center, LEA, or service provider involved in the provision of early intervention services to the infant or toddler.

IX. INTERAGENCY DISPUTE RESOLUTION

TCRC and SBCSELPA agree to work cooperatively to minimize interagency disputes and, when such disputes occur, both agencies will seek a speedy resolution. Local disputes that may occur between TCRC and SBCSELPA are defined below:

- A. Which agency is responsible for the infant and family evaluation and assessment, service coordination, and the development and implementation of the IFSP; and,
- B. Which agency is responsible for the provision/purchase of appropriate early intervention services.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating a due process hearing request (which may involve a disagreement regarding the eligibility of the infant) or filing a compliance complaint.

TCRC and SBCSELPA agree to the principles and steps listed below to resolve disputes:

- A. Every attempt will be made to resolve the dispute as soon as possible between the individuals involved.
- B. Every attempt will be made to resolve the dispute at the lowest possible administrative level.
- C. When TCRC and SBCSELPA have a dispute that cannot be resolved between them, they may do any of the following:
 - 1. Request mediation/facilitation in writing by a mutually agreeable agency.
 - 2. Request technical assistance from DDS and/or CDE.
- D. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.

X. STATUS OF SERVICE DURING AN INTERAGENCY DISPUTE

During the pendency of a dispute between TCRC and SBCSELPA, a child must continue to receive the early intervention services currently being provided as identified and agreed to in the IFSP.

XI. ASSIGNMENT OF FINANCIAL RESPONSIBILITY

During the pendency of an interagency dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the California Early Intervention Services Act, SB 1085, Bergeson statutes of 1993.

XII. TRAINING

TCRC and SBCSELPA agree to participate in joint training of staff regarding the implementation of Part C. Future joint training may be held when new procedures are developed, or this agreement is substantially modified. Both agencies agree to share information about conferences or workshops pertinent to the implementation of Part C. Staff will be informed of the contents of this Agreement.

XIII. ANNUAL REVIEW

The Supplement for Children Birth to Three Years of Age under Part C of the Individuals with Disabilities Education Act (IDEA), Section II of the Interagency Agreement between Santa Barbara County SELPA and Tri-Counties Regional Center will be reviewed annually for renewal of the terms and conditions or to make recommendations for changes.

If by mutual agreement, both parties agree to the same terms and conditions for one (1) additional year, then a Letter of Review will be signed and submitted as an attachment to the existing Interagency Agreement.

If by mutual agreement, both parties recommend changes to the current Interagency Agreement, TCRC and SBCSELPA will meet to make necessary changes.

INTERAGENCY AGREEMENT

This agreement shall commence on the effective date of approval by the signature. It shall remain in effect until any revisions are mutually agreed upon or either party provides 20 days written notice to terminate.

 ANNE HUBBARD, Chairperson
 Santa Barbara County SELPA
 Joint Powers Agency Board

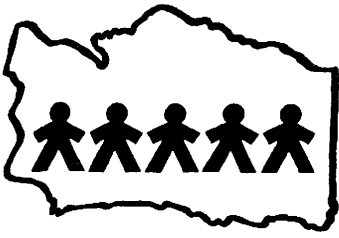
Date: _____

 RAY AVILA, Executive Director
 Santa Barbara County SELPA

Date: _____

 OMAR NOORZAD, Executive Director
 Tri-Counties Regional Center

Date: _____



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-2025 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.
- Deferred maintenance projects for 2024-2025 per attached summaries (**REF: VII-J.1-J.3**):

Portable Location	Electrical	Floor Covering	HVAC	Plumbing	Painting	Total
Santa Maria Bonita Building 160 @ Bruce		\$ 45,000				\$ 45,000
SBCEO Cathedral Oaks #22 MTU (D)	\$ 4,000	\$ 4,000	\$ 10,000	\$ 3,000	\$ 3,000	\$ 24,000
SBCEO Cathedral Oaks #23 Itin. G	\$ 2,000	\$ 5,000		\$ 3,000		\$ 10,000
Total	\$ 6,000	\$ 54,000	\$ 10,000	\$ 6,000	\$ 3,000	\$ 79,000

No projects for Orcutt for 24-25

SBCEO may have additional request for HVAC repair or replacement up to \$20,000 for Building G.

If this is needed it will be brought to the board for approval at that time.

- These proposed projects serve as a “place holder” and sometimes not all repairs will be required by year-end. In 2023-24, none of the pre-approved \$37,000 for deferred maintenance are anticipated to be spent as projects were deferred to 2024-25.

- 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.
- There is currently \$75,000 designated for Deferred Maintenance. The requested projects total \$79,000 with the possibly of an additional \$20,000 needed.
- LEA/district special education administrators and business officials support the proposed plan.

FISCAL IMPACT: \$75,000 to be funded from existing Deferred Maintenance account. Funding from 2023-24 ending fund balance to fund remaining \$4,000 of requested repairs and additional \$20,000 reserved in event JPA board approves additional needed repairs during 2024-25.

RECOMMENDATION: The JPA Board approve funding of the annual deferred maintenance projects scheduled for 2024-2025.

RA/RW:lm

**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: VII-J.1 518

Current
School Year: 2022-23

School District: Santa Maria-Bonita Class Type: MTU Portable Number: 10 (Bldg 160)
School Site: Bruce Age of Portable: 31 Years Year Built: 1992 ☒ Owned ☐ Leased ☐ Sq. Footage
Complete one form for each portable building inspected

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	Date Last Upgraded	Current FY 2022-23	Second FY 2023-24	Third FY 2024-25	Fourth FY 2025-26	Fifth FY 2026-27	Remarks
Asbestos	N/A						
Classroom Lighting	1992						replaced 2019
Electrical	1992						Good
Floor Covering	2013			3D-40k			Booth to Demo and install new flooring materials to
HVAC	1992						replaced 2019
Painting	2017						Good
Plumbing	1992						Good
Roofing	2017						Good
Wall Systems	1992						Good
Total Estimated Cost							
Inspection Date: <u>3/10/23</u> Inspected By: <u>James Michaels</u>							

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS

519

Current
School Year: 2022-23

School District: Santa Maria-Bonita Class Type: MTU Portable Number: 11 (Bldg 230)
 School Site: Battles Age of Portable: 19 Years Year Built: 2004 ☒ Owned ☐ Leased ☐ Sq. Footage
 Complete one form for each portable building inspected

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	Date Last Upgraded	Current FY 2022-23	Second FY 2023-24	Third FY 2024-25	Fourth FY 2025-26	Fifth FY 2026-27	Remarks
Asbestos	N/A						
Classroom Lighting	2003	Good					Lighting Replaced 2019
Electrical	2003						
Floor Covering	2003/2015	Good					Replaced 2021
HVAC	2003	Good					Replaced 2019
Painting	2015						outside painting 2023
Plumbing	2003	Good					
Roofing	2015 minor						
Wall Systems	2003	Good					
Total Estimated Cost							
Inspection Date: <u>3/26/23</u> Inspected By: <u>Jana Michael</u>							

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS

520

Current
School Year: 2022-23

School District: Santa Maria-Bonita Class Type: Preschool Portable Number: 8 (Bldg 090)
 School Site: Ontiveros Age of Portable: 31 Years Year Built: 1992 ☒ Owned ☐ Leased ☐ Sq. Footage _____
 Complete one form for each portable building inspected

		RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)						
		<u>Date Last Upgraded</u>	<u>Current FY</u> 2022-23	<u>Second FY</u> 2023-24	<u>Third FY</u> 2024-25	<u>Fourth FY</u> 2025-26		<u>Fifth FY</u> 2026-27
Asbestos	N/A							
Classroom Lighting	2001							Replaced 2019
Electrical	2001							Good
Floor Covering	2016							Good
HVAC	2001							Re
Painting	2018							Good
Plumbing	2001							Good
Roofing	2001							
Wall Systems	2001							Good
Total Estimated Cost								
Inspection Date <u>3/20/23</u> Inspected By: <u>James Muehach</u>								

School District: Santa Maria-Bonita School District

Current School Year: 2022-23

List Portable Number(s) of Proposed Projects Here →	Indicate estimated yearly project costs – reference portable number(s)					Remarks
	Current FY	Second FY	Third FY	Fourth FY	Fifth FY	
	2022-23	2023-24	2024-25	2025-26	2026-27	
Asbestos						
Classroom Lighting						
Electrical						
Floor Covering			30-40K			Replace flooring in entire bld 160 @ Bruce
HVAC						
Painting						
Plumbing						
Roofing						
Wall Systems						
GRAND TOTAL:						

Form Completed By: Jamar Michaels Date This Summary Form Completed: 3/23/23

**SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
FIVE YEAR DEFERRED MAINTENANCE PLAN FOR COUNTY EDUCATION OFFICE
OWNED AND LEASED PORTABLES HOUSING REGIONAL PROGRAMS**

522

DISTRICT SUMMARY

School District: County Education Office

Current School Year: 2022-23

List Portable Number(s) of Proposed Projects Here →	Indicate estimated yearly project costs – reference portable number(s)					Remarks
	Current FY	Second FY	Third FY	Fourth FY	Fifth FY	
	2022-23	2023-24	2024-25	2025-26	2026-27	
Asbestos						
Classroom Lighting						
Electrical		\$6,000.00	\$4,000.00			
Floor Covering		\$4,000.00	\$10,000.00			
HVAC		\$18,000.00				
Painting	\$4,900.00	\$3,000.00				
Plumbing		\$6,000.00				
Roofing	\$42,802.00					
Wall Systems	\$20,951.37					
GRAND TOTAL:	\$68,653.37	\$37,000.00	\$14,000.00			

Form Completed By: Mary Beth Gallas Date This Summary Form Completed: 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**

REF: VII-J.2 523

Current
School Year: 2022-23

School District: County Education Office Class Type: MTU Portable Number: 22
School Site: Cathedral Oaks Age of Portable: 24 Years Year Built: 1999 ☒ Owned ☐ Leased ☐ Sq. Footage
Complete one form for each portable building inspected

		RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)					Remarks	
		<u>Date Last Upgraded</u>	<u>Current FY</u>	<u>Second FY</u>	<u>Third FY</u>	<u>Fourth FY</u>		<u>Fifth FY</u>
			2022-23	2023-24	2024-25	2025-26		2026-27
Asbestos	n/a							
Classroom Lighting	2017 new							
Electrical	1999 new		\$4,000.00	\$2,000.00			antic. fire panel improvements, exterior lighting + wiring	
Floor Covering	2008 Carpet		\$4,000.00	\$5,000.00			vinyl floors in restrooms	
HVAC	1999 new		\$10,000.00					
Painting	2016 Int. 2014 Ext	\$4,900.00					50% of Cost	
Plumbing	1999 new		\$3,000.00					
Roofing	1999 new	\$42,802.00					50% Cost (includes fumigation) @ \$2,774.00	
Wall Systems	n/a	\$20,951.37					storm repairs to interior ceiling	
Total Estimated Cost		\$68,653.37	\$24,000.00	\$7,000.00				
Inspection Date:		4-3-22 <i>msallas</i>						

**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: VII-J.3 524

Current

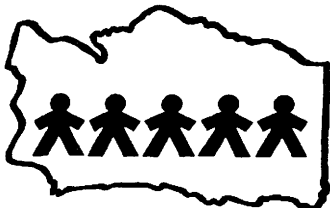
School Year: 2022-23

School District: County Education Office **Class Type:** Preschool Specialist **Portable Number:** 23

School Site: Cathedral Oaks Age of Portable: 24 Years Year Built: 1999 ✓ Owned Leased Sq. Footage

Complete one form for each portable building inspected

RECOMMENDED TIMELINE FOR PROJECT COMPLETION (Indicate Estimated Cost for Each Project)							
	<u>Date Last Upgraded</u>	<u>Current FY</u>	<u>Second FY</u>	<u>Third FY</u>	<u>TBD</u> <u>Fourth FY</u>	<u>TBD</u> <u>Fifth FY</u>	Remarks
		2022-23	2023-24	2024-25	2025-26	2026-27	
Asbestos	n/a						
Classroom Lighting	2017 new						
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			\$ 5,000.00			
HVAC	1999 new		\$ 8,000.00				
Painting	1999 Int. 2014 Ext.		\$ 3,000.00				East side siding; quote TBD
Plumbing	1999 new		\$ 3,000.00				est. 50% of gutter repairs + erosion control for stormwater
Roofing	2015						
Wall Systems	n/a						
Total Estimated Cost			\$ 16,000.00	\$ 7,000.00			
Inspection Date: 4-3-22 <i>MS Gallan</i>							



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Goleta Union School District (GUSD) DHH Regional Itinerant Service Providers Program Transfer Plan

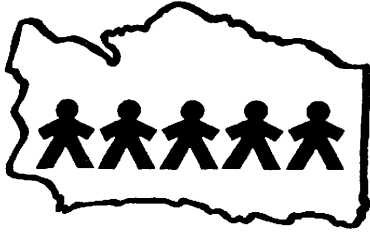
BACKGROUND:

- Per the SBCSELPA Local Plan, receiving LEAs that have submitted letters of intent to take back or begin operation of a regional program must submit a Program Plan to the JPA Board for approval on or before the November JPA Board meeting.
- On June 30, 2023, Goleta Union School District notified SBCSEPA of its intent to transfer service for DHH Regional Itinerant Service Providers for the 2024-2025 school year. Goleta Union School District met the SBCSELPA Local Plan program transfer notification requirement of a year and a day. The letter was presented to the JPA Board as an information and discussion item at the August 28, 2023, meeting (**SEE attachment, REF: VII-K.1**).
- Goleta Union School District will ensure a continuum of services in house as outlined in the attached program transfer checklist and plan (**SEE attachment, REF: VII-K.2**).

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts at this time.

RECOMMENDATION: The JPA Board approves the Goleta Union School District DHH program transfer plan as presented.

RA:lm



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

Date: August 28, 2023

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Goleta Union School District (GUSD) Letter of Intent of Service Transfer for DHH Regional Itinerant Service Providers

BACKGROUND:

- Goleta Union School District is a regional provider of DHH Regional Itinerant Service Providers.
- GUSD notified the SBCSELPA in a letter dated June 30, 2023, sent via email & U.S. mail, of its intent to transfer service for DHH Regional Itinerant Service Provider for the 2024-2025 school year (**SEE Attachment REF: VIII-A.1**)
- Goleta Union School District will ensure a continuum of services and will provide the program transfer plan documents by the November 2023 JPA Board meeting.

FISCAL IMPACT: School districts utilizing DHH services throughout Santa Barbara County will experience an increase in costs since fewer students will be utilizing services.

RA:lm

Board of Trustees*Dr. Richard Mayer, President**Dr. Vicki Ben-Yaacov, Vice President**Sholeh Jahangir, Clerk**Ethan Bertrand, Member**Emily Zacarias, Member***Superintendent***Dr. Diana Galindo-Roybal***GOLETA UNION SCHOOL DISTRICT***Office of the Superintendent***SENT VIA EMAIL AND U.S. MAIL**

June 30, 2023

Ray Avila
Executive Director
SBC SELPA
5385 Hollister Ave., Box 107
Santa Barbara, CA 93111
Email: ravila@sbcselfpa.org

Dr. Anne Hubbard
Chairperson
SBC SELPA JPA Board
5385 Hollister Ave., Box 107
Santa Barbara, CA 93111
Email: selfpa@sbcselfpa.org

Re: Notification of Service Transfer for DHH Regional Itinerant Service Provider Pursuant to Section 9 of the SBC SELPA Local Plan and California Education Code § 56207

Dear Mr. Avila and SBC SELPA JPA Board,

This letter is formal notice pursuant to Section 9 of the Santa Barbara County Special Education Local Plan Area (SBC SELPA) Local Plan and California Education Code (EC) § 56207(b) that the Goleta Union School District (GUSD) intends to employ the Deaf and Hard of Hearing (DHH) Itinerant Services Teacher as a 1.0 FTE employee beginning July 1, 2024. GUSD is and has been the employer for this position but has allowed SELPA to utilize GUSD's employee for various portions of the FTE (currently 0.25 FTE) to provide DHH regional itinerant services to other districts.

GUSD does not intend to serve any DHH students outside of the district and, therefore, will not provide regional itinerant services for DHH. GUSD's position is that **this is not in any way a “program/service transfer”** in accordance with the guidance and criteria for program transfers in California, nor is this a service transfer under Policy 3208 of Section 9 of the SBC SELPA Local Plan.

Should it ultimately be determined that this is a program/service transfer under California law or the SBC SELPA Local Plan, Goleta hereby provides the legally required notice to the SBC SELPA JPA Board and SBC SELPA Executive Director that beginning July 1, 2024, Goleta will employ the DHH Itinerant Services Teacher for 1.0 FTE and will no longer be allowing this position to be utilized by SBC SELPA for use as a DHH regional itinerant service provider.

Should you have any questions, please do not hesitate to contact me or Mr. Conrad Tedeschi, Assistant Superintendent of Fiscal Services (ctedeschi@gusd.us).

Sincerely,

A handwritten signature in blue ink, reading "Amanda Martínez". The signature is fluid and cursive, with the first name "Amanda" and the last name "Martínez" clearly distinguishable.

Amanda Martínez, MA
Assistant Superintendent of Pupil Services
amartinez@gusd.us

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: GOLETA UNION SCHOOL DISTRICT

Step 1 – Letter of Intent

Activity	Date Due	Evidence of Activity Submitted to SELPA	SELPA Director Initials	JPA Board Approval Date
1) Letter of Intent to SELPA and sending LEA by the receiving LEA	Prior to the first day of the second fiscal year beginning after the date on which the transfer will take place	6/30/2023 Sent via email & US mail		8/28/2023 JPA Board Mtg.
2) Letter to include date on which the proposed transfer will take effect		6/30/2023 Sent via email & US mail		8/28/2023 JPA Board Mtg.
Comments:				

Step 2 - Development of a Detailed Program Transfer Plan

Activity	Date Due	Evidence of Activity Submitted to SELPA	SELPA Director Initials	JPA Board Approval Date
1) Evidence pupil needs within the SELPA can be met	Two weeks prior to the JPA Board meeting in November	4/19/2024 (sent via email)		5/6/2024 JPA Board Mtg.
2) Evidence availability of a full continuum of services to affected pupils has been considered				
3) Evidence continuation of current IEPs of affected pupils has been considered				
4) Evidence provision of services and LRE for affected pupils has been considered				
5) Evidence of maintenance of all IEP support services has been considered				
6) Assurance statement that there will be compliance with all federal and state laws and regulations and SELPA policies				
7) Evidence parents and staff were represented in the planning process for both the sending and receiving LEA				
8) Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment				
9) Proposed plan for facilities				
10) Certification of the receiving LEA's governing board				

Comments:



GOLETA UNION SCHOOL DISTRICT

Pupil Services Department

401 North Fairview Avenue • Goleta, California 93117-1732

Phone 805-681-1200 x2220 • Fax 805-964-8014

Dr. Diana Galindo-Roybal
Superintendent

Ms. Amanda Martínez
Assistant Superintendent

SENT VIA EMAIL

Date: April 19, 2024

To: Dr. Ray Avila, Santa Barbara SELPA

From: Amanda Martinez, Assistant Superintendent Pupil Services, GUSD

Subject: Request for Program Transfers and/or Services, Activities and Timelines
Checklist: Step 2 -Development of a Detailed Program Transfer Plan

Dear Mr. Avila,

As you know, the Goleta Union School District (“GUSD”) previously informed the Santa Barbara County SELPA (“SBC SELPA”) of GUSD’s intention to no longer operate as a DHH Regional Itinerant Service Provider by letter dated June 30, 2023.

Through our discussions with Dr. Ray Avila, Director of SBC SELPA, we have been advised that all non-GUSD students currently being served by DHH staff will continue to receive services through SBUSD’s DHH Regional Itinerant Service Providers in the 2024-2025 school year and GUSD will have no further obligation to provide services beyond the 2023-2024 school year. All GUSD students will continue to have their services provided by the GUSD DHH Teacher in 2024-2025 and beyond.

Please be assured that this transfer of DHH services will be in compliance with all federal and state laws and regulations as well as SBC SELPA policies. GUSD’s DHH Teacher and SBC SELPA were consulted in the planning process of this impending change and will be approved during an upcoming SBC SELPA JPA meeting. As students who receive DHH services are considered low-incidence, all of their low-incidence equipment follows them to whatever district they attend. In terms of facilities, there is no proposed plan needed for facilities as the current DHH Teacher is a GUSD Employee and will continue to have an office in our district.

Sincerely,

Amanda Martínez, MA
Assistant Superintendent of Pupil Services
amartinez@gusd.us

Request for Program Transfers and/or Services
Program Transfer Plan

Part 1 – Identification	
Date of Request: April 19, 2024	Effective Date of Student Transfer: July 1, 2024
Name of Receiving Agency (new site): GUSD	Name of Sending Agency (existing site): GUSD

Part II – List Type of Programs and/or Services (or Students) being Transferred:	Number of:	
	Staff	Students
A. Description of Program: Currently, the GUSD Employed DHH Teacher who serves as a SBC SELPA DHH Regional Itinerant Service Provider services 12 GUSD students and 1 non-GUSD student. Her FTE is split at 0.62 GUSD and 0.38 SBC SELPA.	1	13
B. If partial transfer of program, list type of program and services remaining: 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) – N/A

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))

Examples:

- Make a list of affected pupils, DOR, and impact of proposed changes in providing FAPE for each student;
- A plan to ensure students will receive assessment and evaluation to determine ongoing IEP needs and continued eligibility;
- A plan to account for the implementation of child find.

2. Continuum of Services (Section 5607 (a) (2))

Examples:

- Continuation of the current individualized education program for all affected students. The number (FTEs) and qualifications of all certificated and classified staff providing related services or designated instruction and services

3. Continuation of IEPs (Section 5607 (a) (3))

Examples:

- A plan for the implementation of each affected students' IEP;
- If the proposed transfer involves a change in personnel or the site of service, the number (FTEs) and qualifications of all certificated and classified staff providing specialized instruction

4. LRE (Section 5607 (a) (4))

Examples:

- Contingency plans for providing placements or services other than those called for in the IEPs of current pupils;
- What specific regional programs or MOU agreements with member LEAs are in place that will be available to serve students who cannot be served by the proposed program configuration;
- What opportunities for participation in the general education class and curriculum are available.

5. IEP Support Services (Section 5607 (a) (5))

Examples:

- Number (FTEs) and qualifications of support staff. Examples include:
 - Psychologists Speech/Language Specialists
 - Program specialists Adapted Physical Education Specialists
- Availability of indirect support services. Examples include:
 - Financial services
 - Administrative support
- The continuation of appropriate transportation services;
- The continuation of appropriate inter-agency agreements;

6. Assurance Statement (Section 5607 (a) (6))

Examples:

- Sending and receiving LEAs have met and agreed upon proposed program transfer;
- An assurance statement indicating the needs of all affected pupils with IEPs will be met.

7. Parent and Staff Involvement (Section 5607 (a) (7))

Examples:

- How will you involve a representation of parents of all affected students and staff in the planning process?;
- The number of public meetings to which parents were invited and attended;
- The number of parents attending meetings;
- How and to whom invitations were transmitted;
- Evidence (such as minutes or agendas) that the information requested in numbers 1, 2, and 3 were discussed during those meetings;
- Special and non-special education staff (such as teachers, administrators, and classified staff) who might be affected by the transfer in the planning process.

8. Equipment

Examples:

- Transfer of assistive technology or low-incidence equipment.

9. Facilities

Examples:

- The availability of physical therapy facilities or other specially modified facilities, if appropriate;
- The square foot of instructional space per student.

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 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 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 16, 2024

SBAS-9660

TO: JPA Board President
Ray Avila, Executive Director
Special Education Local Plan Area (SELPA)

FROM: Steve Torres, Associate Superintendent, Administrative Services

SUBJECT: **Second Interim Financial Report Analysis and Recommendations**

Our office has transmitted the district's Second Interim Financial Report with a positive certification to the State Department of Education. Technical comments, if any, will be communicated to the district's business office.

If you have any questions, please feel free to contact me at ext. 5700.

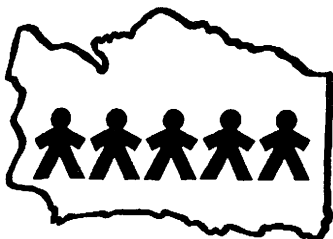
ad

c Rachel Wigle, Chief Business Official
Joshua Becerra, Administrator
Rebecca Holmes, District Financial Advisor
Dr. Susan Salcido, County Superintendent of Schools



School Business Advisory Services

FAX: (805) 964-3041



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: 2024-2025 SBCSELPA Proposed Adopted Budget

BACKGROUND:

In response to the 2023-2024 Budget Act, in which all Mental Health funding is sent directly to LEAs rather than SELPAs, SELPA convened a Funding Model Committee, which determined that SELPA should continue the current Mental Health services in the same format that they have been provided. To maintain the services, after consulting with districts, SELPA plans to fund the services with State AB602 Out-of-Home Care and Federal IDEA Part B funding prior to allocation of this funding to districts.

The proposed adopted budget for 2024-2025 includes the following information:

➤ REVENUES:

- AB602 Revenue includes .76% COLA in 24-25, 2.73% in 25-26, 3.11% in 26-27.
- Federal Revenue remains flat.
- AB602 Out-of-Home Care and IDEA Federal Revenue allocations to SELPA adjusted to fund Mental Health Services.

➤ EXPENDITURES:

- Salaries reflect Step and Column adjustments and personnel changes only. No salary increases in 2023-24 or any subsequent years.
- Mental Health – SBCSELPA continues to provide services to handle residential placements for students with mental health needs and wrap around social work IEP service referrals and ongoing support to GROW programs and LEAs.
- Balanced Budget – The proposed 2024-2025 budget reflects a balanced budget with an undesignated ending balance of \$193,754.

FISCAL IMPACT: None.

RECOMMENDATION: The SBCSELPA 2024-2025 Proposed Adopted Budget is presented for review and input. The budget will be brought back at the June 3, 2024 meeting for adoption based on input provided.

RA:rw



Presentation to JPA Board

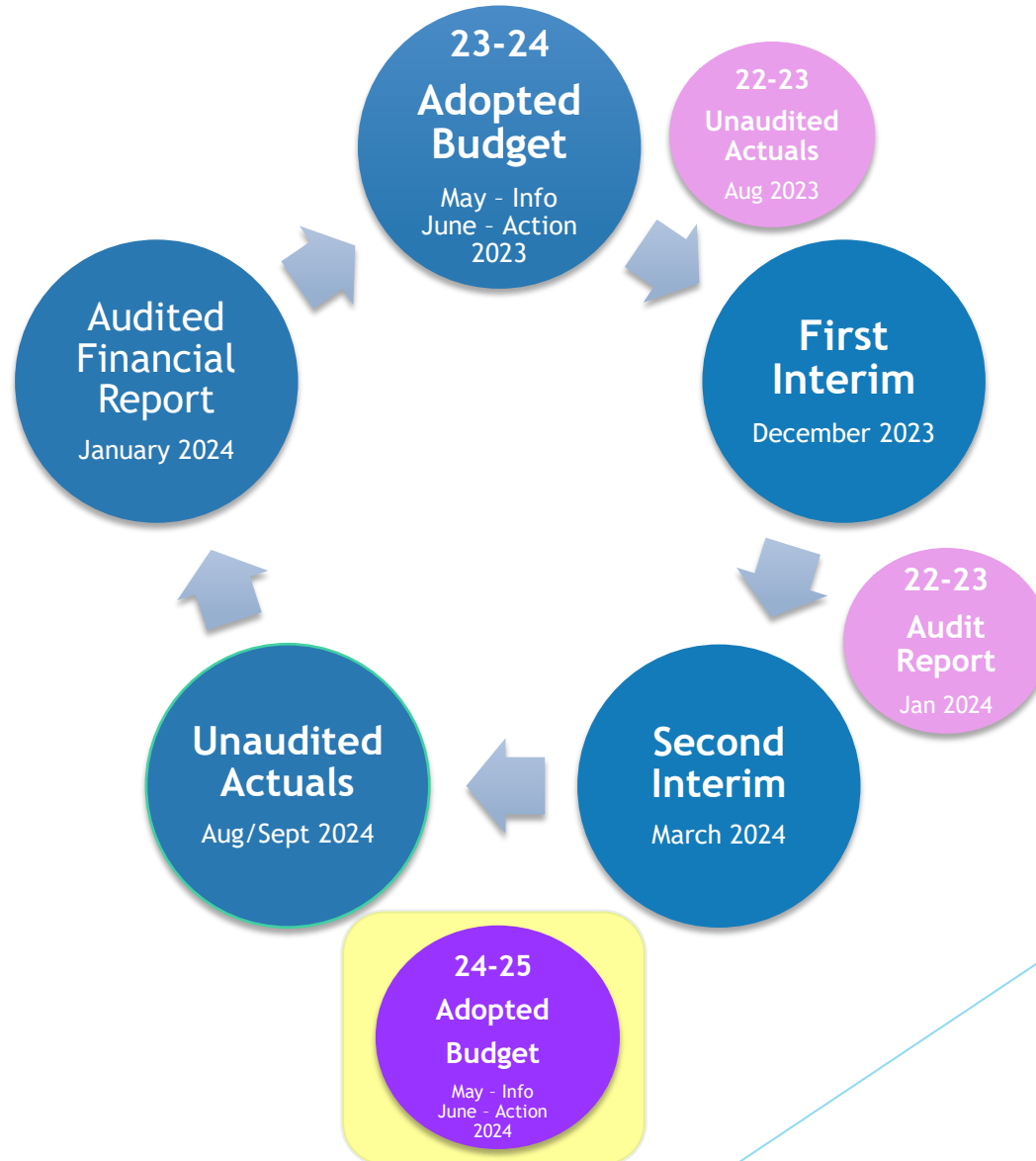
Proposed Adopted Budget Fiscal Year 2024-25

May 6, 2024

Presented by Rachel Wigle
SBCSELPA Chief Business Official



SBCSELPA Budget Cycle



Funding Model Committee

Ongoing Funding Proposal to replace 23/24 use of \$1.7M 22/23 Ending Fund Balance

Met:

Sept 19, 2023

- Minutes shared with JPA in Executive Director's Report on October 2, 2023

Nov 14, 2023

- Information & Discussion Item C JPA Board Meeting December 4, 2023

Jan 18, 2024

- Reviewed Funding Model Tab-by-Tab to assess resources
- Consensus that the proposal is the best option with the least impact to LEAs.
- Minutes shared JPA in Executive Director's Report on January 5, 2024

Feb 9, 2024 - shared with SEAMBO with consensus

Feb 27, 2024 - Committee will review **Local Plan Language changes** for proposal

March 15, 2024 - SEAM with Consensus

April 1, 2024 - SEAMBO with Consensus

May 6, 2024 - JPA - First Reading - Info & Discussion

June 3, 2024 - JPA - Second Reading - Action

Representation	District	Name	Role
South Unified	SBUSD	Kim Hernandez	Fiscal
	SBUSD	John Schettler	Admin
South Elem	Goleta	Conrad Tedeschi	Fiscal
Direct Services Valley	SBCEO	Kirsten Escobedo	Admin
	SYVSEC	Claudia Echevarria	Admin
North Medium Elem	Orcutt	Mary Andrade	Fiscal
North Large Elem	SMBSD	Brian King	Fiscal
North Sr High	SMJUHSD	Michelle Coffin	Fiscal
Charter	SB Charter	Stacy Tolkin	Admin
SELPA	SELPA	Ray Avila	Admin
	SELPA	Rachel Wigle	Fiscal



Funding Model Committee

Ongoing Funding Proposal to replace current year use of \$1.7M 22/23 Ending Fund Balance

	23/24	24/25
Budget	4.78 Million (M)	
Existing Funding Sources	\$3.08M	
22/23 Ending Fund Balance	\$1.7M	
Out of Home Care Shared (Foster and Reallocated Savings)		~\$873,000
Federal IDEA K-12		~\$827,000

Suggestion based on:

- 1) Ongoing Solution
- 2) Uses “Selpa-wide shared” funding sources
- 3) Uses funding not currently in Budgeted in current or MYP or in Funding Model



2024-25 Proposed Adopted Budget

1) Current Year Estimated Actuals	Reduced Deferred Maintenance Expenditures Added SSC Compensation Study Contract NPS Budget Fully Expended
2) 24-25 Beginning Balances	Based on 23-24 Estimated Actuals Ending Fund Balances
2) Revenues	<ul style="list-style-type: none"> .76% COLA for AB602 (State); Federal Flat Funded Utilizes Out of Home Care and Federal IDEA to fund Mental Health Services and Excess Cost Pool at SBCSELPA (<i>Local Plan Change</i>)
3) Expenditures	<ul style="list-style-type: none"> Step and Column Salary Adjustments Only. No Salary Increases for 23-24 or 24-25 Included. Pending results of SSC Compensation Study
4) Ending Balance	<ul style="list-style-type: none"> NPS Reserve for additional placements Reserve for potential salary increases, not yet negotiated, pending results of SSC Compensation Study




FY 23-24 Adopted Compared to 24-25 Adopted

			23-24	24-25	Change from Prior	Explanations and Notes
			Adopted Budget	Adopted Budget		
Beginning Balance			2,759,402	1,501,725		
Revenue:					-	
Fund 01	Federal Revenue	8100-8299	29,955	856,840	826,885	Increase in Federal Funding for Mental Health
	State Revenue	8300-8599	5,383,074	5,437,010	53,937	
	Local Revenue	8600-8799	351,740	433,075	81,335	Increase due to SB-PIC Interns
s/total Revenue Fund 01			5,764,769	6,726,925	962,157	
Expenditures:					-	
Fund 01	Certificated	1000-1999	377,329	377,330	1	
	Classified	2000-2999	761,431	774,680	13,249	Step & Column and change in Staff
	Benefits	3000-3999	413,617	416,707	3,090	
	Books & Supplies	4000-4999	198,910	212,908	13,998	
	Services & Other	5000-5999	3,357,491	3,379,791	22,300	
	Capital outlay	6000-6999	-	-	-	
	Other Outgo	7000-7399	2,191,164	1,354,043	(837,120)	Decrease due to utilizing Federal Funds
s/total Expenditures Fund 01			7,299,942	6,515,460	(784,482)	
Ending Balance June 30			1,224,230	1,713,191	488,961	
Reserves/Designations (see next slide)			1,006,129	1,519,437	513,308	
Undesignated			218,101	193,754	(24,347)	



Budget Reserves & Designations



▶ 5% minimum Economic Contingency	\$260,000
▶ SELPA Designated Legal Reserve	\$300,000
▶ MTU Site Improvement Fund	\$250,000
▶ NPS Reserve	\$260,000
▶ Regional Deferred Maintenance	\$ 74,000
▶ SELPA Reserve	\$ 160,000
▶ MAA & SIPE Reserves	\$ 70,255
▶ SB-PIC Carryover	\$ 15,182

TOTAL RESERVES & Designations:	\$1,529,437
---	--------------------

Multi-Year Projection (MYP)

Revenue:

- ▶ Federal funding flat; Adjustment for Funding Proposal
- ▶ State Funding
 - ▶ AB602 COLAs projected based on .2.73% for 25-26 & 3.11% for 26-27
 - ▶ Fluctuation in funding for CPI Training (every 2 years) (increase in 25-26, decrease in 26-27)

Expenses:

- ▶ Salary step & column Increases; No negotiated salary increases
- ▶ Benefit costs: 10% increase up to employee CAP
- ▶ Materials and Services: Increased cost of supplies & applicable services according to Consumer Price Index



FY 24-25 Adopted with Multi-Year Projection

					FY 22-23				FY 23-24				FY 24-25	FY 25-26	FY 26-27
					Adopted Budget "B"	First Interim	Second Interim	Unaudited Actuals	Adopted Budget	First Interim	Second Interim	Estimated Actuals	Proposed Adopted	Multi-Year Projection	
Beginning Balance					3,409,294	4,091,908	4,487,245	4,487,245	2,759,402	3,733,732	3,733,732	3,733,732	1,501,725	1,713,191	2,012,475
Revenue:															
Fund 01	Federal Revenue	8100-8299			33,360	802,401	802,401	786,929	29,955	29,955	29,840	29,840	856,840	882,267	911,538
	State Revenue	8300-8599			5,105,994	5,708,185	5,949,744	6,850,537	5,383,074	5,376,257	5,165,698	5,160,425	5,437,010	5,452,920	5,525,797
	Local Revenue	8600-8799			528,745	420,253	572,072	641,603	351,740	520,802	576,902	567,417	433,075	433,075	433,075
	s/total Revenue Fund 01				5,668,099	6,930,839	7,324,217	8,279,069	5,764,769	5,927,014	5,772,440	5,757,682	6,726,925	6,768,263	6,870,410
Expenditures:															
Fund 01	Certificated	1000-1999			357,889	357,889	377,328	377,328	377,329	377,329	377,329	377,329	377,330	377,330	377,330
	Classified	2000-2999			764,928	822,035	866,278	866,513	761,431	761,431	761,431	761,431	774,680	769,378	774,768
	Benefits	3000-3999			389,470	428,080	433,312	394,378	413,617	399,047	399,047	399,047	416,707	434,165	432,588
	Books & Supplies	4000-4999			198,710	198,710	208,246	48,105	198,910	199,908	199,908	223,408	212,908	214,069	215,270
	Services & Other	5000-5999			2,122,483	4,103,763	3,998,246	2,299,653	3,357,491	3,422,677	3,421,662	3,385,408	3,379,791	3,319,995	3,329,638
	Capital outlay	6000-6999			-	-	-	-	-	-	-	-	-	-	-
	Other Outgo	7000-7399			1,774,674	4,299,075	4,415,503	5,046,603	2,191,164	3,084,628	2,848,340	2,843,067	1,354,043	1,354,043	1,354,043
	s/total Expenditures Fund 01				5,608,154	10,209,552	10,298,913	9,032,580	7,299,942	8,245,020	8,007,717	7,989,690	6,515,460	6,468,979	6,483,638
Ending Balance June 30					3,469,239	813,195	1,512,549	3,733,732	1,224,230	1,415,727	1,498,455	1,501,725	1,713,191	2,012,475	2,399,247
Designations from Ending Fund Balance					821,128	796,865	951,965	1,909,539	1,025,578	1,281,391	1,425,890	1,449,324	1,519,437	1,584,755	1,631,255
Unassigned					2,648,111	16,330	560,584	1,824,193	198,652	134,336	72,565	52,401	193,754	427,720	767,992



QUESTIONS? COMMENTS?

Thank you!



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

2024-2025

PROPOSED ADOPTED BUDGET

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Santa Barbara County SELPA
FY 23-24 Adopted Compared to FY 24-25 Adopted Budget

			23-24	24-25	Change from Prior	Explanations and Notes
			Adopted Budget	Adopted Budget		
Beginning Balance			2,759,402	1,501,725		
Revenue:					-	
Fund 01	Federal Revenue	8100-8299	29,955	856,840	826,885	Increase in Federal Funding for Mental Health
	State Revenue	8300-8599	5,383,074	5,437,010	53,937	
	Local Revenue	8600-8799	351,740	433,075	81,335	Increase due to SB-PIC Interns
s/total Revenue Fund 01			5,764,769	6,726,925	962,157	
					-	
Fund 10	Federal Revenue	8100-8299	13,913,183	14,174,057	260,874	24-25 Flat Funded; increased to actual 23-24 grant award since 23
	State Revenue	8300-8599	35,863,321	35,756,855	(106,466)	Reduction due to Reduced ADA, offset partially by .76% COLA
	Local Revenue	8600-8799	-	-	-	
s/total Revenue Fund 10			49,776,504	49,930,912	154,408	
					-	
Expenditures:					-	
Fund 01	Certificated	1000-1999	377,329	377,330	1	
	Classified	2000-2999	761,431	774,680	13,249	Step & Column and change in Staff
	Benefits	3000-3999	413,617	416,707	3,090	
	Books & Supplies	4000-4999	198,910	212,908	13,998	
	Services & Other	5000-5999	3,357,491	3,379,791	22,300	
	Capital outlay	6000-6999	-	-	-	
	Other Outgo	7000-7399	2,191,164	1,354,043	(837,120)	Decrease due to utilizing Federal Funds
s/total Expenditures Fund 01			7,299,942	6,515,460	(784,482)	
					-	
Fund 10	Transfer for Fed & State Expenditures		49,776,504	49,930,912	154,408	
					-	
Ending Balance June 30			1,224,230	1,713,191	488,961	
Reserves & Designations:						
5% for Economic Contingencies			150,000	260,000	110,000	
SELPA Designated Legal Reserve			325,000	300,000	(25,000)	Put \$25,000 into the Budget
MTU Site Improvement Fund Reserve			250,000	250,000	-	
Regional Deferred Maintenance reserve			50,000	74,000	24,000	Reserve for possible deferred maintenance projects
MAA Reserve & SIPE Rebate			81,129	70,255	(10,874)	
SELPA Reserve			150,000	160,000	10,000	
Fair Market Value Reserve			-	140,000	140,000	
NPS Reserve			-	260,000	260,000	
SB-PIC			-	5,182	5,182	
s/total Designated			1,006,129	1,519,437	513,308	
Unassigned			218,101	193,754	(24,347)	

Santa Barbara County SELPA

2024-25 Adopted Budget With Multi-Year Projection

				FY 22-23				FY 23-24				FY 24-25	FY 25-26	FY 26-27	
				Adopted	First	Second	Unaudited	Adopted	First	Second	Estimated	Proposed	Multi-Year		
				Budget "B"	Interim	Interim	Actuals	Budget	Interim	Interim	Actuals	Adopted	Projection		
Beginning Balance				3,409,294	4,091,908	4,487,245	4,487,245	2,759,402	3,733,732	3,733,732	3,733,732	1,501,725	1,713,191	2,012,475	
Revenue:															
Fund 01	Federal Revenue	8100-8299		33,360	802,401	802,401	786,929	29,955	29,955	29,840	29,840	856,840	882,267	911,538	
	State Revenue	8300-8599		5,105,994	5,708,185	5,949,744	6,850,537	5,383,074	5,376,257	5,165,698	5,160,425	5,437,010	5,452,920	5,525,797	
	Local Revenue	8600-8799		528,745	420,253	572,072	641,603	351,740	520,802	576,902	567,417	433,075	433,075	433,075	
	s/total Revenue Fund 01			5,668,099	6,930,839	7,324,217	8,279,069	5,764,769	5,927,014	5,772,440	5,757,682	6,726,925	6,768,263	6,870,410	
Fund 10	Federal Revenue	8100-8299		13,670,137	17,808,674	17,808,674	13,151,725	13,913,183	19,555,523	20,643,398	20,643,398	14,174,057	14,148,630	14,119,359	
	State Revenue	8300-8599		36,498,101	39,583,047	39,583,047	38,994,512	35,863,321	34,846,715	34,846,715	35,815,968	35,756,855	35,756,855	35,756,855	
	Local Revenue	8600-8799					(1,822)								
	s/total Revenue Fund 10			50,168,238	57,391,721	57,391,721	52,144,415	49,776,504	54,402,238	55,490,113	56,459,366	49,930,912	49,905,485	49,876,214	
Expenditures:															
Fund 01	Certificated	1000-1999		357,889	357,889	377,328	377,328	377,329	377,329	377,329	377,329	377,330	377,330	377,330	
	Classified	2000-2999		764,928	822,035	866,278	866,513	761,431	761,431	761,431	761,431	774,680	769,378	774,768	
	Benefits	3000-3999		389,470	428,080	433,312	394,378	413,617	399,047	399,047	399,047	416,707	434,165	432,588	
	Books & Supplies	4000-4999		198,710	198,710	208,246	48,105	198,910	199,908	199,908	223,408	212,908	214,069	215,270	
	Services & Other	5000-5999		2,122,483	4,103,763	3,998,246	2,299,653	3,357,491	3,422,677	3,421,662	3,385,408	3,379,791	3,319,995	3,329,638	
	Capital outlay	6000-6999		-	-		-	-	-	-	-	-	-	-	
	Other Outgo	7000-7399		1,774,674	4,299,075	4,415,503	5,046,603	2,191,164	3,084,628	2,848,340	2,843,067	1,354,043	1,354,043	1,354,043	
	s/total Expenditures Fund 01			5,608,154	10,209,552	10,298,913	9,032,580	7,299,942	8,245,020	8,007,717	7,989,690	6,515,460	6,468,979	6,483,638	
Fund 10	Transfer for Fed & State Expenditures		50,168,238	57,391,721	57,391,721	52,144,415	49,776,504	54,402,238	55,490,113	56,459,366	49,930,912	49,905,485	49,876,214		
Ending Balance June 30				3,469,239	813,195	1,512,549	3,733,732	1,224,230	1,415,727	1,498,455	1,501,725	1,713,191	2,012,475	2,399,247	
Designated from Fund Balance:															
	5% Set aside for Economic Contingencies			150,000	155,000	300,000	260,000	150,000	260,000	260,000	260,000	260,000	260,000	260,000	
	SELPA Designated Legal Reserve			325,000	325,000	325,000	325,000	325,000	300,000	300,000	300,000	300,000	300,000	300,000	
	MTU Site Improvement Fund Reserve			250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
	Regional Deferred Maintenance reserve			50,000	-		38,000	50,000	38,000	38,000	75,000	74,000	74,000	50,000	
	MAA Reserve & SIPE Rebate			46,128	66,865	76,965	79,746	81,129	70,246	76,345	79,755	70,255	60,755	51,255	
	SIPE Rebate						-	-					-	-	
	SELPA Reserve							150,000		80,000	80,000	160,000	240,000	320,000	
	Fair Market Value EFB Set-Aside								140,000	140,000	140,000	140,000	140,000	140,000	
	NPS Reserve								200,000	260,000	260,000	260,000	260,000	260,000	
	22-23 EFB Board Approved increases 22-23 First Interim:														
	Low Incidence Carryover						600,770								
	Deferred Maintenance						12,000								
	SELPA-Wide Staff Development Carryover						31,000	19,449							
	CPI carryover						13,350		18,576	16,976	-	-	-		
	LEA Legal fees carryover						99,673								
	LEA Legal fees						200,000								
	SB-PIC							4,569	4,569	4,569		5,182			
	total designated			821,128	796,865	951,965	1,909,539	1,025,578	1,281,391	1,425,890	1,449,324	1,519,437	1,584,755	1,631,255	
	Unassigned			2,648,111	16,330	560,584	1,824,193	198,652	134,336	72,565	52,401	193,754	427,720	767,992	

**Multi-Year Projections Assumptions
2024-25 Adopted Budget**

		Change from prior year	
		\$	\$
		25-26	26-27
REVENUE			
Fund 01			
8100-8299	Federal Funding for Mental Health (Allocation change to use some IDEA 3310 @ SELPA, replacing 22-23 Ending Fund Balance)	\$ 25,427	\$ 29,270
8300-8599	AB602 Funding AB602 Off-the-Top SELPA COLA AB602 change every two years to pay for CPI with off the top AB602 funds	State COLA 2.73% 40,910 (25,000)	3.11% 47,877 25,000
	s/total State Revenue	15,910	72,877
8699	Local Revenue	0	0
	s/total Local Revenue	0	0
	Fund 01 Total Change in Revenue	41,337	102,147
EXPENSES			
Fund 01			
1xxx's	no increases projected	0	0
2xxx's	Step and Column increases ONLY; anticipated staff changes; No raises	-5,303	5,390
3xxx's	+10% to H&W both years & adj for personnel changes, statutory benefits for increase to step-column	17,458	-1,576
4xxx's	Increase for cost of supplies California Consumer Price Index (CA CPI) for 25-26 2.70% for 26-27 2.72%	1,161	1,201
5xxx's	Added CA CPI increase in applicable expenses for both years Prof Dev CPI Expenses change every other year Prof Dev EFB Expenses Contracts - SSC Compensation Study Deferred Maintenance WRAP Staff Step & Column - no vacancies	11,254 (25,000) (44,350) (11,700) (12,000) 22,000	11,643 (25,000) 0 0 0 23,000
		0	0
	s/total 5xxx	(59,796)	9,643
6xxx's	Capital	0	0
7xxx's	Transfers to LEAs	-	-
	s/total 7xxx	0	0
	Fund 01 Total Change in Expenses	(46,480)	14,658

SUMMARY OF REVENUES AND BALANCES

		ADOPTED	PROJECTED	PROPOSED
		2023-24	2023-24	2024-25
BEGINNING BALANCE		\$ 4,453,995	\$ 3,733,732	\$ 1,501,726
ADJUSTMENTS		\$ -		
ADJUSTED BEG. BALANCE		\$ 4,453,995	\$ 3,733,732	\$ 1,501,726
FUND 01				
FEDERAL REVENUE				
8182	PRESCHOOL STAFF DEV. GRANT.	\$ 4,089	\$ 4,089	\$ 4,089
8182	REGIONALIZED SERVICES	\$ 10,944	\$ 10,944	\$ 10,944
8182	ADR GRANT	\$ 14,922	\$ 14,807	\$ 14,807
8182	FEDERAL IDEA - MENTAL HEALTH			\$ 827,000
	TOTAL FEDERAL REVENUE	\$ 29,955	\$ 29,840	\$ 856,840
STATE REVENUE				
AB 602:				
8311	REVENUE FOR MH SERVICES	\$ 2,850,710	\$ 2,850,710	\$ 2,856,210
8311	REDUCTION FOR LEA AB602 ALLOCATION	\$ (1,697,077)	\$ (1,671,283)	\$ (1,651,057)
8311	REVENUE SELPA	\$ 1,487,232	\$ 1,487,232	\$ 1,498,535
8311	STAFF DEVELOPMENT	\$ 47,000	\$ 47,000	\$ 47,000
8311	LOW INCIDENCE	\$ 1,323,873	\$ 1,318,600	\$ 1,318,600
8311	OUT OF HOME FUNDING (LCI)	\$ 1,226,805	\$ 1,226,805	\$ 1,225,926
8311	STAFF DEVELOPMENT K-12	\$ 24,605	\$ 24,605	\$ 24,605
8311	HOUSING	\$ 77,353	\$ 77,353	\$ 81,500
8319	PRIOR YEAR ADJUSTMENTS	\$ -	\$ (236,288)	
	Subtotal AB602	\$ 5,340,501	\$ 5,124,734	\$ 5,401,319
8590	STRS-ON BEHALF	\$ 42,573	\$ 35,691	\$ 35,691
	TOTAL STATE REVENUE	\$ 5,383,074	\$ 5,160,425	\$ 5,437,010
LOCAL REVENUE				
8699	OTHER LOCAL REVENUE	\$ 326,740	\$ 343,679	\$ 383,075
8699	MAA REVENUE	\$ -	\$ 9,510	\$ -
8660	INTEREST REVENUE	\$ 25,000	\$ 75,000	\$ 50,000
8662	FAIR MARKET VALUE ADJUSTMENT	\$ -	\$ 139,228	\$ -
	TOTAL LOCAL REVENUE	\$ 351,740	\$ 567,417	\$ 433,075
TOTAL FUND 01 REVENUE		\$ 5,764,769	\$ 5,757,682	\$ 6,726,925
FUND 10				
FEDERAL REVENUE				
8287	FEDERAL IDEA CURRENT YEAR	\$ 13,785,851	\$ 14,873,726	\$ 14,046,726
8287	FEDERAL IDEA PRIOR YEAR		\$ 3,775,030	\$ -
8287	FEDERAL 1X GRANT ARP	\$ -	\$ 1,739,980	\$ -
8287	FEDERAL INFANT	\$ 127,332	\$ 127,331	\$ 127,331
	FEDERAL IDEA/INFANT PRIOR YEAR	\$ -	\$ 127,331	\$ -
	TOTAL FEDERAL REVENUE	\$ 13,913,183	\$ 20,643,398	\$ 14,174,057
STATE REVENUE				
8311	AB602 & INFANT ENTITLEMENT	\$ 35,863,321	\$ 35,764,472	\$ 35,756,855
8590	INFANT SUPPLEMENTAL	\$ -	\$ 51,496	\$ -
	TOTAL STATE REVENUE	\$ 35,863,321	\$ 35,815,968	\$ 35,756,855
TOTAL FUND 10 REVENUE		\$ 49,819,077	\$ 56,459,366	\$ 49,930,912
TOTAL REVENUE		\$ 55,583,846	\$ 62,217,048	\$ 56,657,837
TOTAL EXPENDITURES		\$ 57,076,445	\$ 64,449,054	\$ 56,446,372
ENDING BALANCE		\$ 2,961,396	\$ 1,501,726	\$ 1,713,191
DESIGNATED ECONOMIC CONTINGENCIES 5% MIN				
		\$ 150,000	\$ 260,000	\$ 260,000
DESIGNATED LEGAL RESERVE SELPA				
		\$ 325,000	\$ 300,000	\$ 300,000
DESIGNATED MTU IMPROVEMENTS				
		\$ 250,000	\$ 250,000	\$ 250,000
DESIGNATED DEFERRED MAINTENANCE				
		\$ 50,000	\$ 75,000	\$ 74,000
DESIGNATED MAA FUNDING				
		\$ 45,883	\$ 44,510	\$ 35,010
DESIGNATED SIPE REBATE				
		\$ 35,246	\$ 35,245	\$ 35,245
DESIGNATED SELPA RESERVE				
		\$ 150,000	\$ 80,000	\$ 160,000
DESIGNATED RESERVE for FAIR MARKET VALUE ADJ				
			\$ 140,000	\$ 140,000
DESIGNATED NPS RESERVE				
			\$ 260,000	\$ 260,000
DESIGNATED STAFF DEVELOPMENT				
		\$ 19,449	\$ -	\$ -
DESIGNATED SB-PIC				
			\$ 4,569	\$ 5,182
TOTAL DESIGNATED		\$ 1,025,578	\$ 1,449,324	\$ 1,519,437
REMAINING UNDESIGNATED		\$ 1,935,818	\$ 52,402	\$ 193,754

SUMMARY OF EXPENDITURES BY OBJECT CLASSIFICATION

OBJECT	DESCRIPTION	ADOPTED		PROJECTED		PROPOSED
		2023-24		2023-24		ADOPTED 2024-25
SALARIES AND BENEFITS						
1300	SELPA DIRECTOR/COORDINATOR	\$	312,596	\$	312,597	\$ 312,597
1900	AUDIOLOGIST	\$	64,733	\$	64,733	\$ 64,733
TOTAL 1000		\$	377,329	\$	377,330	\$ 377,330
2900	MENTAL HEALTH CLINICIAN/WRAP	\$	214,052	\$	214,052	\$ 216,343
2900	CLINICAL SUPERVISION	\$	27,847	\$	27,847	\$ 34,808
2900	BCBA	\$	113,344	\$	113,344	\$ 113,344
2900	AAC / AT SPECIALIST	\$	124,536	\$	124,536	\$ 124,536
2910	ACCT/BUSINESS OFFICIAL	\$	144,900	\$	144,900	\$ 144,900
2400	CLERICAL SALARIES	\$	136,752	\$	136,752	\$ 140,749
TOTAL 2000		\$	761,431	\$	761,431	\$ 774,680
3100	S.T.R.S.	\$	114,642	\$	107,761	\$ 107,762
3200	P.E.R.S.	\$	106,875	\$	106,151	\$ 121,387
3300	MEDICARE & OASDI	\$	16,488	\$	16,520	\$ 16,588
3400	HEALTH & WELFARE	\$	163,262	\$	161,370	\$ 163,101
3500	UNEMPLOYMENT INSURANCE	\$	5,687	\$	570	\$ 572
3600	WORKERS' COMP. INSURANCE	\$	6,663	\$	6,676	\$ 7,297
TOTAL 3000		\$	413,617	\$	399,047	\$ 416,707
OTHER OPERATING EXPENSES						
4300	OTHER SUPPLIES	\$	28,250	\$	52,750	\$ 29,250
4310	INST. MATERIALS	\$	164,660	\$	164,660	\$ 177,660
4400	NON-CAP. EQUIP.	\$	6,000	\$	6,000	\$ 6,000
TOTAL 4000		\$	198,910	\$	223,408	\$ 212,908
5100	SUBAGREEMENTS	\$	25,000	\$	24,943	\$ -
5200	TRAVEL & CONFERENCE	\$	131,000	\$	131,000	\$ 131,000
5300	DUES	\$	5,100	\$	5,100	\$ 5,100
5450	INSURANCE	\$	6,100	\$	6,100	\$ 7,130
5600	RENTS	\$	77,353	\$	77,353	\$ 77,400
5810	AUDIT	\$	12,000	\$	13,280	\$ 12,000
5830	LEGAL	\$	-	\$	25,000	\$ 25,000
5840	ADVERTISING	\$	2,200	\$	2,200	\$ 2,200
5850	MIS SERVICES - SIRAS	\$	107,810	\$	107,810	\$ 107,810
5800	AUDIOLOGIC SERVICES	\$	3,000	\$	3,000	\$ 3,000
5800	CONTRACTS	\$	83,871	\$	129,332	\$ 55,561
5860	CONTRACTS	\$	843,947	\$	825,020	\$ 893,320
5860	DEFERRED MAINTENANCE	\$	25,000	\$	-	\$ 25,000
5890	NPS PLACEMENTS	\$	360,000	\$	360,000	\$ 360,000
5890	NPS MH PLACEMENTS	\$	1,650,000	\$	1,650,000	\$ 1,650,000
5910	TELEPHONES	\$	25,110	\$	25,270	\$ 25,270
TOTAL 5000		\$	3,357,491	\$	3,385,408	\$ 3,379,791
6100	SITE IMPROVEMENT					
7141	STATE RESI. SCHOOLS	\$	30,000	\$	30,000	\$ 30,000
7200	TRANSFERS TO LEAS - FUND 01	\$	2,161,164	\$	2,813,064	\$ 1,324,043
		\$	2,191,164	\$	2,843,064	\$ 1,354,043
TOTAL FUND 01		\$	7,299,942	\$	7,989,688	\$ 6,515,460
FUND 10						
7200	TRANSFERS TO LEAS - FUND 10	\$	49,776,503	\$	56,459,366	\$ 49,930,912
TOTAL FUND 10		\$	49,776,503	\$	56,459,366	\$ 49,930,912
TOTAL EXPENDITURES		\$	57,076,445	\$	64,449,054	\$ 56,446,372

SUMMARY OF DIRECT COST BY PROGRAM

	ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
ADMINISTRATION AND SUPPORT	\$ 1,554,088	\$ 1,555,024	\$ 1,586,092
MENTAL HEALTH SERVICES	\$ 2,850,710	\$ 2,817,211	\$ 2,856,210
PROFESSIONAL DEVELOPMENT	\$ 62,089	\$ 124,665	\$ 33,694
LOW INCIDENCE SERVICES	\$ 414,119	\$ 413,216	\$ 413,216
MEDICAL THERAPY UNITS	\$ 18,350	\$ 25,010	\$ 18,510
MAA	\$ 9,500	\$ 9,500	\$ 9,500
ADR Grants	\$ 14,922	\$ 14,807	\$ 14,807
MISCELLANEOUS	\$ 25,000	\$ 24,943	\$ -
SB - PIC	\$ 160,000	\$ 162,248	\$ 229,387
TOTAL DIRECT COSTS	\$ 5,108,778	\$ 5,146,624	\$ 5,161,416
FUND 01 TRANSFERS TO LEAS	\$ 2,191,164	\$ 2,843,064	\$ 1,354,043
FUND 10 TRANSFERS TO LEAS	\$ 49,776,503	\$ 56,459,366	\$ 49,930,912
TOTAL TRANSFERS	\$ 51,967,667	\$ 59,302,430	\$ 51,284,955
TOTAL EXPENDITURES	\$ 57,076,445	\$ 64,449,054	\$ 56,446,372

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

SELPA ADMINISTRATION AND SUPPORT

GOAL STATEMENT

To provide administrative support and services to all special education programs and staff in Santa Barbara County and to manage SELPA administrative office activities.

PROGRAM DESCRIPTION SUMMARY

This program is responsible for the administration of the SBCSELPA administrative office including the fiscal, personnel and program functions. Other functions of the program include program review and evaluation, data collection and operation of the management information system, local plan development, legal services, nonpublic school and agency services and coordination of interagency agreements.

Costs attributable to the program include the SELPA Executive Director's and SELPA Coordinator's salaries and the salaries of the clerical staff, legal services, and nonpublic school and agency placements. Additional costs include office supplies, travel and conference expenses and SELPA capital outlay purchases.

SELPA ADMINISTRATION AND SUPPORT

OBJECT DESCRIPTION		ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
Beginning Balance from designated Ending Fund Balance			\$ 12,000	
REVENUE				
8182	PRE-K 3315	\$ 10,944	\$ 10,944	\$ 10,944
8182	ADR FEDERAL			
8311	AB 602 REVENUE - SELPA Budget	\$ 1,487,232	\$ 1,487,232	\$ 1,498,535
8311	REGIONAL HOUSING TRANSFER	\$ 77,353	\$ 77,353	\$ 81,500
8311	TO MTU TAB	\$ (18,350)	\$ (25,010)	\$ (18,510)
8590	STRS ON BEHALF	\$ 42,573	\$ 35,691	\$ 35,691
8660	INTEREST	\$ 25,000	\$ 75,000	\$ 50,000
8662	FAIR MARKET VALUE ADJ.	\$ -	\$ 139,228	\$ -
8699	SPECIAL CONTRACTS	\$ -	\$ 6,500	
8699	DISTRICT REIMB. BCBA	\$ 141,740	\$ 138,010	\$ 153,075
TOTAL REVENUE		\$ 1,766,492	\$ 1,944,948	\$ 1,811,235
EXPENDITURES				
1300	SELPA DIRECTOR	\$ 135,610	\$ 135,610	\$ 135,610
1300	SELPA COORDINATOR	\$ 118,604	\$ 118,605	\$ 118,605
2900	BCBAs	\$ 113,344	\$ 113,344	\$ 113,344
2400	CLERICAL SALARIES	\$ 106,134	\$ 106,134	\$ 108,418
2910	ACCT/BUSINESS OFFICIAL	\$ 115,920	\$ 115,920	\$ 115,920
3100	STRS	\$ 48,555	\$ 48,555	\$ 48,555
3100	STRS ON BEHALF	\$ 42,573	\$ 35,691	\$ 35,691
3200	PERS	\$ 28,564	\$ 28,563	\$ 29,174
3200	PERS UNFUNDED LIABILITY	\$ 44,015	\$ 43,291	\$ 57,121
3300	MEDICARE INSURANCE	\$ 8,479	\$ 8,511	\$ 8,325
3400	HEALTH & WELFARE	\$ 86,876	\$ 85,024	\$ 85,798
3500	UNEMPLOYMENT INSURANCE	\$ 2,924	\$ 294	\$ 288
3600	WORKERS ' COMP. INSURANCE	\$ 3,427	\$ 3,440	\$ 3,905
TOTAL SALARIES/BENEFITS		\$ 855,025	\$ 842,981	\$ 860,752
4300	OTHER SUPPLIES	\$ 19,000	\$ 19,000	\$ 19,000
4400	NON-CAPITALIZED EQUIP.	\$ 3,000	\$ 3,000	\$ 3,000
5200	TRAVEL/MILEAGE STIPENDS	\$ 36,000	\$ 36,000	\$ 36,000
5300	DUES	\$ 4,600	\$ 4,600	\$ 4,600
5450	INSURANCE	\$ 6,100	\$ 6,100	\$ 7,130
5600	RENTS	\$ 77,353	\$ 77,353	\$ 77,400
5800	DATA PROCESSING SERVICES	\$ 5,000	\$ 5,000	\$ 5,200
5810	AUDIT	\$ 6,000	\$ 7,280	\$ 6,000
5830	LEGAL SERVICES-DISTRICTS	\$ -	\$ -	\$ -
5830	LEGAL SERVICES-SELPA	\$ -	\$ 25,000	\$ 25,000
5840	ADVERTISING	\$ 2,200	\$ 2,200	\$ 2,200
5850	MIS SERVICES - SIRAS	\$ 107,810	\$ 107,810	\$ 107,810
5860	CONTRACTS	\$ 40,000	\$ 51,700	\$ 40,000
5860	HOUSING-DEFERRED MAINT.	\$ 25,000	\$ -	\$ 25,000
5890	NPS PLACEMENTS (Non-MH)	\$ 360,000	\$ 360,000	\$ 360,000
5910	TELEPHONE/INTERNET	\$ 7,000	\$ 7,000	\$ 7,000
TOTAL OTHER DIRECT EXPENSES		\$ 699,063	\$ 712,043	\$ 725,340
TOTAL DIRECT EXPENSES		\$ 1,554,088	\$ 1,555,024	\$ 1,586,092
These are indicated on Transfers to districts				
7141	STATE RESI. SCHOOLS	\$ 30,000	\$ 30,000	\$ 30,000
7280	TRANSFER TO LEA LEGAL		\$ 299,673	\$ -
7280	TRANSFER TO LEAs		\$ -	
TOTAL TRANSFERS		\$ 30,000	\$ 329,673	\$ 30,000
TOTAL EXPENDITURES		\$ 1,584,088	\$ 1,884,697	\$ 1,616,092
SURPLUS/(DEFICIT)		\$ 182,404	\$ 72,251	\$ 195,143

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MENTAL HEALTH SERVICES

GOAL STATEMENT

To provide mental health services to special education students and programs in Santa Barbara County.

PROGRAM DESCRIPTION SUMMARY

This program 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 SERVICES

OBJECT DESCRIPTION	ADOPTED		PROJECTED		PROPOSED	NOTES
	2023-24	2023-24	2023-24	2024-25		
BEGINNING BALANCE						
REVENUE						
	Beginning Balance applied		\$	1,697,077		1X EFB Designation
8182	FEDERAL MH ADA ALLOCATION	\$ -	\$	-	\$ -	To LEAs
8182	FEDERAL IDEA ALLOCATION				\$ 827,000	NEW Source
8311	AB602 OFF THE TOP	\$ 2,850,710	\$	2,850,710	\$ 2,856,210	
8311	Reduce AB602 Off the Top	\$ (1,697,077)	\$	(1,671,283)	\$ (1,651,057)	
8311	Out of Home Care Allocation				\$ 824,057	NEW Source
8590	STATE MH APPORTIONMENT	\$ -	\$	-	\$ -	To LEAs
TOTAL REVENUE		\$ 1,153,633	\$	1,179,427	\$ 2,856,210	
EXPENDITURES						
1300	SELPA CERTIFICATED SALARY OFFSE	\$ 58,382	\$	58,382	\$ 58,382	
2900	MENTAL HEALTH MANAGER	\$ 122,312	\$	122,312	\$ 122,312	
2900	WRAP COORDINATOR	\$ 91,740	\$	91,740	\$ 94,031	
2910	ACCT/BUSINESS OFFICIAL	\$ 28,980	\$	28,980	\$ 28,980	
2400	CLERICAL SALARY	\$ 30,618	\$	30,618	\$ 32,331	
3100	STRS	\$ 11,150	\$	11,150	\$ 11,151	
3200	PERS	\$ 21,717	\$	21,717	\$ 22,512	
3300	MEDICARE & OASDI INSURANCE	\$ 4,827	\$	4,827	\$ 4,981	
3400	HEALTH & WELFARE	\$ 51,669	\$	51,669	\$ 52,626	
3500	UNEMPLOYMENT INSURANCE	\$ 1,665	\$	166	\$ 171	
3600	WORKERS' COMP. INSURANCE	\$ 1,950	\$	1,950	\$ 2,033	
TOTAL SALARIES/BENEFITS		\$ 425,010	\$	423,511	\$ 429,510	
4310	INSTRUCTIONAL MATERIALS - WRAP	\$ 5,000	\$	5,000	\$ 5,000	
4310	INSTRUCTIONAL MATERIALS - GROW		\$	-	\$ 13,000	
4400	NONCAPITALIZED EQUIPMENT	\$ 3,000	\$	3,000	\$ 3,000	
5200	TRAVEL/CONFERENCE	\$ 86,000	\$	86,000	\$ 86,000	
5300	DUES	\$ 500	\$	500	\$ 500	
5800	DATA PROCESSING	\$ 360	\$	360	\$ 360	
5810	AUDIT	\$ 6,000	\$	6,000	\$ 6,000	
5860	WRAPAROUND TEAM	\$ 632,000	\$	600,000	\$ 620,000	
5860	CONTRACTS - GROW Data/SB-PIC	\$ 20,000	\$	20,000	\$ 20,000	
5860	CONTRACTS	\$ 13,000	\$	13,000	\$ 13,000	
5890	NPS PLACEMENTS - Fed	\$ -	\$	-	\$ -	
5890	NPS PLACEMENTS - State	\$ 1,650,000	\$	1,650,000	\$ 1,650,000	
5910	TELEPHONE/INTERNET	\$ 9,840	\$	9,840	\$ 9,840	
TOTAL OTHER DIRECT EXPENSES		\$ 2,425,700	\$	2,393,700	\$ 2,426,700	
TOTAL DIRECT EXPENSES		\$ 2,850,710	\$	2,817,211	\$ 2,856,210	
7281	TRANSFER TO DIST.					
7282	TRANSFER TO CEO					
TOTAL TRANSFERS		\$ -				
TOTAL EXPENDITURES		\$ 2,850,710	\$	2,817,211	\$ 2,856,210	
SURPLUS/DEFICIT		\$ (1,697,077)	\$	(1,637,784)	\$ -	

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

PROFESSIONAL DEVELOPMENT

GOAL STATEMENT

To provide leadership in the implementation of a special education comprehensive system of personnel development.

PROGRAM DESCRIPTION SUMMARY

This program includes three levels of professional development; district, area and SELPA-wide using participants in the assessment of need and the planning and implementation of the activities. Costs include contracts for consultant services, supplies and travel expenses.

PROFESSIONAL DEVELOPMENT

OBJECT DESCRIPTION		ADOPTED		PROJECTED		PROPOSED
		2023-24		2023-24		ADOPTED
						2024-25
DESIGNATED BEGINNING BALANCE	Selpa Wide	\$	30,449	\$	31,000	\$ -
DESIGNATED BEGINNING BALANCE	CPI	\$	-	\$	13,350	\$ -
REVENUE						
8182	PRESCHOOL GRANT	\$	4,089	\$	4,089	\$ 4,089
8311	K-12 GRANT	\$	24,605	\$	24,605	\$ 24,605
8311	AB 602 REVENUE	Regular PD	\$ 10,000	\$	10,000	\$ 10,000
8311	AB 602 REVENUE	CPI	\$ 12,000	\$	12,000	\$ 12,000
8311	AB 602 REVENUE	CPI-Recert	\$ 25,000	\$	25,000	
8699	SELPA-WIDE FEES			\$	14,226	
TOTAL REVENUE		\$	75,694	\$	89,920	\$ 50,694
EXPENDITURES						
4300	INST. MATERIALS	\$	2,500	\$	26,000	\$ 2,500
4300	OFFICE SUPPLIES			\$	-	\$ -
5200	TRAVEL & CONFERENCE			\$	-	\$ -
5300	DUES			\$	-	\$ -
5800	CONTRACTED SERVICES	Federal	\$ 4,089	\$	4,089	\$ 4,089
5800	CONTRACTED SERVICES	CPI	\$ 37,000	\$	38,576	\$ 12,000
5800	CONTRACTED SERVICES	Selpa Wide	\$ 18,500	\$	41,000	\$ 10,000
5800	CONTRACTED SERVICES	District PD	\$ -	\$	15,000	\$ 5,105
TOTAL DIRECT EXPENDITURES		\$	62,089	\$	124,665	\$ 33,694
7281	Transfer to Districts for PD Reimb.	\$	24,605	\$	9,605	\$ 17,000
TOTAL EXPENDITURES		\$	86,694	\$	134,270	\$ 50,694

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MEDICAL THERAPY UNITS

GOAL STATEMENT

To provide medical assessment, physical and occupational therapy to students eligible for California Childrens' Services.

PROGRAM DESCRIPTION SUMMARY

California Childrens' services of the Santa Barbara County Health Care Services provides the staff to conduct initial and follow-up medical examinations and subsequent prescriptions for occupational and physical therapy. The SBCSELPA is mandated to provide facilities, materials and equipment.

MEDICAL THERAPY UNIT

		PROPOSED		
OBJECT	DESCRIPTION	ADOPTED 2023-24	PROJECTED 2023-24	ADOPTED 2024-25
REVENUE				
8990	CONTRIBUTION FROM AB602	\$ 18,350	\$ 25,010	\$ 18,510
TOTAL REVENUE		\$ 18,350	\$ 25,010	\$ 18,510
EXPENDITURES				
4300	INST. MATERIALS	\$ 6,500	\$ 6,500	\$ 6,500
4300	OFFICE SUPPLIES	\$ 250	\$ 250	\$ 250
4400	NON-CAPITALIZED EQUIP.	\$ -	\$ -	\$ -
5800	SECURITY	\$ 2,000	\$ 2,000	\$ 2,000
5800	CONTRACTED SERVICES	\$ 2,000	\$ 8,500	\$ 2,000
5910	TELEPHONE	\$ 7,600	\$ 7,760	\$ 7,760
6100	SITE IMPROVEMENT			
TOTAL EXPENDITURES		\$ 18,350	\$ 25,010	\$ 18,510

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

LOW INCIDENCE EQUIPMENT, MATERIALS AND SERVICES

GOAL STATEMENT

To provide equipment for children with low incidence disabilities in order to meet the goals and objectives on their individualized education programs.

PROGRAM DESCRIPTION SUMMARY

Funding is provided by the California Department of Education to purchase equipment and instructional materials and provide services for students with disabling conditions of hard of hearing, deaf, deaf/blind, orthopedically impaired, or visually impaired.

LOW INCIDENCE EQUIPMENT, MATERIALS & SERVICES

OBJECT	DESCRIPTION	ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
BEGINNING BALANCE			600,700	
REVENUE				
8311	LOW INCIDENCE APPORTIONMENT	\$ 1,491,600	\$ 1,491,600	\$ 1,491,600
8311	LOW INCIDENCE Through Fund 10	\$ (167,727)	\$ (173,000)	\$ (173,000)
TOTAL REVENUE		\$ 1,323,873	\$ 1,318,600	\$ 1,318,600
TOTAL REVENUE & BEGINNING BAL		\$ 1,323,873	\$ 1,919,300	\$ 1,318,600
EXPENDITURES				
1000	AUDIOLOGIST	\$ 64,733	\$ 64,733	\$ 64,733
2000	AAC/AT	\$ 124,536	\$ 124,536	\$ 124,536
3100	STRS	\$ 12,364	\$ 12,364	\$ 12,364
3200	PERS	\$ 12,579	\$ 12,579	\$ 12,579
3300	MEDICARE INSURANCE	\$ 2,778	\$ 2,778	\$ 2,778
3400	HEALTH & WELFARE	\$ 24,717	\$ 24,677	\$ 24,677
3500	UNEMPLOYMENT INSURANCE	\$ 959	\$ 96	\$ 96
3600	WORKERS ' COMP. INSURANCE	\$ 1,123	\$ 1,123	\$ 1,123
TOTAL SALARIES/BENEFITS		\$ 243,789	\$ 242,886	\$ 242,886
4310	INST. MATERIALS	\$ 149,160	\$ 149,160	\$ 149,160
4310	INST. MATERIALS AT/AC	\$ 10,000	\$ 10,000	\$ 10,000
4310	INST. MATERIALS AUDIO	\$ 500	\$ 500	\$ 500
5200	TRAVEL AAC/AT MILEAGE	\$ 5,000	\$ 5,000	\$ 5,000
5200	TRAVEL AUDIO	\$ 2,000	\$ 2,000	\$ 2,000
5800	CONTRACTED SERVICE	\$ 3,000	\$ 3,000	\$ 3,000
5910	PHONE AUDIOLOGIST	\$ 250	\$ 250	\$ 250
5910	PHONE AAC/AT	\$ 420	\$ 420	\$ 420
TOTAL OTHER DIRECT EXPENSES		\$ 170,330	\$ 170,330	\$ 170,330
TOTAL DIRECT EXPENSES		\$ 414,119	\$ 413,216	\$ 413,216
7280	REIMB. TO LEAS	\$ 909,754	\$ 1,506,084	\$ 905,384
TOTAL TRANSFERS		\$ 909,754	\$ 1,506,084	\$ 905,384
TOTAL EXPENDITURES		\$ 1,323,873	\$ 1,919,300	\$ 1,318,600

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

TRANSFERS TO LOCAL EDUCATIONAL AGENCIES (LEAs)

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.

TRANSFERS TO LEAS

FUND 01			ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
OBJECT DESCRIPTION					
BEGINNING BALANCE					
REVENUE					
8311	OUT OF HOME CARE		\$ 1,226,805	\$ 1,226,805	\$ 1,225,926
8311	OUT OF HOME CARE TO MENTAL HEALTH				\$ (824,057)
8319	OUT OF HOME CARE	Prior Year Adj			
8319	P-ANNUAL ADJ	Prior Year Adj		\$ (236,288)	
TOTAL FUND 01 REVENUE			\$ 1,226,805	\$ 990,517	\$ 401,869
EXPENDITURES					
7141	STATE RESI. SCHOOLS		\$ 30,000	\$ 30,000	\$ 30,000
		AB602			
7280	TRANSFER TO LEAs	Ending Fund Balance	\$ -	\$ -	\$ -
7280	TRANSFER TO LEAs	Legal	\$ -	\$ 299,673	
		Mental Health			
7280	TRANSFER TO LEAs	Ending Fund Balance	\$ -	\$ -	\$ -
7280	TRANSFER TO LEAs	Low Incidence	\$ 909,754	\$ 1,506,084	\$ 905,384
7280	TRANSFER TO LEAs	Staff Development	\$ 24,605	\$ 16,790	\$ 16,790
		OOHC EFB Transfer to LEAs Prior Year/P- Annual Adjustment		\$ (236,288)	
7280	TRANSFER TO LEAs	OUT OF HOME CARE Current Year	\$ 1,226,805	\$ 1,226,805	\$ 401,869
TOTAL FUND 01 EXPENDITURES			\$ 2,191,164	\$ 2,843,064	\$ 1,354,043
FUND 10					
REVENUE					
FEDERAL REVENUE					
8287	IDEA LOCAL ASSISTANCE		\$ 13,370,770	\$ 14,458,645	\$ 13,631,645
8287	IDEA LOCAL ASSISTANCE	Prior Year Carryover	\$ -	\$ 3,416,845	
8287	IDEA PRE-K		\$ 415,081	\$ 415,081	\$ 415,081
8287	IDEA PRE-K	Prior Year Carryover	\$ -	\$ 358,185	
8287	IDEA INFANT ARP	American Rescue Plan		\$ 103,864	
8287	IDEA INFANT		\$ 127,331	\$ 127,331	\$ 127,331
8287	IDEA INFANT	Prior Year Carryover		\$ 127,331	
8287	IDEA K-22 ARP	American Rescue Plan	\$ -	\$ 1,501,591	
8287	IDEA PRE-K ARP	American Rescue Plan	\$ -	\$ 134,525	
TOTAL FUND 10 FEDERAL REVENUE			\$ 13,913,182	\$ 20,643,398	\$ 14,174,057
STATE REVENUE					
8311	AB 602 REVENUE		\$ 33,739,498	\$ 33,523,293	\$ 33,515,676
8311	INFANT ENTITLEMENT		\$ 2,123,823	\$ 2,241,179	\$ 2,241,179
8587	STATE MH APPORTIONMENT		\$ -	\$ -	\$ -
8587	INFANT DISCRETIONARY		\$ -	\$ 51,496	\$ -
TOTAL FUND 10 STATE REVENUE			\$ 35,863,321	\$ 35,815,968	\$ 35,756,855
TOTAL FUND 10 REVENUE			\$ 49,776,503	\$ 56,459,366	\$ 49,930,912
EXPENDITURES					
7200	FUND 10 TRANSFERS TO LEAS		\$ 49,776,503	\$ 56,459,366	\$ 49,930,912
TOTAL EXPENDITURES			\$ 49,776,503	\$ 56,459,366	\$ 49,930,912
GRAND TOTAL TRANSFER REVENUE			\$ 51,003,308	\$ 57,449,883	\$ 50,332,781
GRAND TOTAL TRANSFER EXPENDITURES			\$ 51,967,667	\$ 59,302,430	\$ 51,284,955

*Note Transfers exceed Revenue on this page because Transfers from other programs were included to show the total transfers.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

MAA – MEDI-CAL ADMINISTRATIVE ACTIVITIES

GOAL STATEMENT

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.

MEDICAL ADMINISTRATIVE ACTIVITIES (MAA)

OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2023-24	PROJECTED 2023-24	ADOPTED 2024-25
	BEGINNING BALANCE	\$ 55,383	\$ 44,500	\$ 44,510
	REVENUE			
8699	MAA Revenue	\$ -	\$ 9,510	
8699	Fees	\$ -		
TOTAL REVENUE		\$ -	\$ 9,510	\$ -
	EXPENDITURES			
4300	Other Supplies			
4300	Supplies	\$ -		
5200	Travel	\$ 2,000	\$ 2,000	\$ 2,000
5860	Contracted Services	\$ 5,500	\$ 5,500	\$ 5,500
5860	Contracted Services	\$ 2,000	\$ 2,000	\$ 2,000
TOTAL EXPENDITURES		\$ 9,500	\$ 9,500	\$ 9,500
MAA Reserve		\$ 45,883	\$ 44,510	\$ 35,010

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

ALTERNATIVE DISPUTE RESOLUTION GRANT

GOAL STATEMENT

To provide dispute resolution services to LEAs.

PROGRAM DESCRIPTION SUMMARY

Dispute resolution is funded through an alternative dispute resolution (ADR) grant awarded to the Santa Barbara County SELPA. The SELPA has trained an ADR team to provide dispute resolution services to parents and LEAs. This funding covers professional development costs of maintaining trained ADR mediators.

ALTERNATIVE DISPUTE RESOLUTION

OBJECT	DESCRIPTION	ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
REVENUE				
8182	ADR Revenue	\$ 14,922	\$ 14,807	\$ 14,807
TOTAL REVENUE + BEG BALANCE		\$ 14,922	\$ 14,807	\$ 14,807
EXPENDITURES				
5800	Contracted Services Fed	\$ 14,922	\$ 14,807	\$ 14,807
TOTAL EXPENDITURES		\$ 14,922	\$ 14,807	\$ 14,807

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.

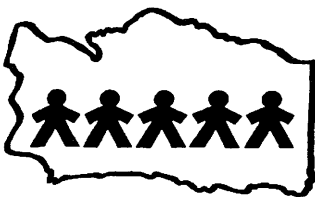
SB – PIC – Santa Barbara Psychology Internship Consortium – SELPA in collaboration with UCSB and LEAs administers Internships which are paid for by districts receiving intern services.

MISCELLANEOUS

OBJECT	DESCRIPTION	PROPOSED		
		ADOPTED 2023-24	PROJECTED 2023-24	ADOPTED 2024-25
REVENUE				
8699	UCSB GSER Reimb.	\$ 25,000	\$ 24,943	\$ -
8699	CAPTAIN	\$ -	\$ -	
TOTAL REVENUE		\$ 25,000	\$ 24,943	\$ -
EXPENDITURES				
4300	Other Supplies			
4300	Supplies			
5200	Travel			
5100	Contracted Services	\$ 25,000	\$ 24,943	\$ -
5860	Contracted Services	\$ -	\$ -	
TOTAL EXPENDITURES		\$ 25,000	\$ 24,943	\$ -
SIPE Reserve		\$ 35,247	\$ 35,245	\$ 35,245

Santa Barbara Psychology Internship Consortium (SB-PIC)

OBJECT	DESCRIPTION	ADOPTED 2023-24	PROJECTED 2023-24	PROPOSED ADOPTED 2024-25
Beginning Balance	Carryover from Prior Year		\$ 6,817	\$ 4,569
REVENUE				
8590	DISTRICT MH for PIC			
8699	DISTRICT PIC Reimbursement to SELPA	\$ 160,000	\$ 160,000	\$ 230,000
8311	Transfer from Mental Health			
TOTAL REVENUE + Beginning Balance		\$ 160,000	\$ 166,817	\$ 234,569
EXPENDITURES				
2900	Clinical Psychologist Superviosr	\$ 27,847	\$ 27,847	\$ 34,808
3000	Benefits	\$ 706	\$ 581	\$ 758
4300	Supplies		\$ 1,000	\$ 1,000
5200	Travel		\$ -	\$ -
5860	Other PIC Costs - Fingerprints, Accreditation	\$ 2,500	\$ 8,820	\$ 8,820
5860	Contracted Services DISTRICTS	\$ 120,000	\$ 120,000	\$ 180,000
5860	Contracted Services SBCSELPA INTERN	\$ -	\$ -	\$ -
5860	STIPENDS & OTHER COSTS	\$ 8,947	\$ 4,000	\$ 4,000
TOTAL EXPENDITURES		\$ 160,000	\$ 162,248	\$ 229,387
SB-PIC Carryover		\$ -	\$ 4,569	\$ 5,182



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

Date: May 6, 2024

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 – Proposed changes from Funding Model Committee
(First Reading)

BACKGROUND:

- The 2023-24 Budget Act shifted State and Federal Mental Health funding from SELPAs to LEAs.
- For 2023-24 SBCSELPA maintained existing mental health services and nonpublic school placement cost pool using approximately \$1.7 million from 2022-23 ending fund balance obligations. This was a one-time solution.
- The annual Funding Model Committee met with a primary goal to evaluate funding sources and propose an ongoing funding solution for SBCSELPA Mental Health services and nonpublic school placement cost pool, and any other items brought to the committee.
- The funding model committee met five times between September and February with meeting minutes provided to Special Education Administrators and Business Officials and the JPA Board in the Executive Director Reports.
- The funding model committee proposed changes to update the Local Plan for the change in Mental Health funding and create an ongoing funding solution for SBCSELPA Mental Health services and nonpublic school placement cost pool. Additional language was proposed to provide for startup costs for new regional classroom requests.
- These changes were reviewed with the Special Education Administrators and Business Officials on April 12, 2024.
- Proposed revisions have been made to Section 9 of the Local Plan and are applicable to Fiscal Year 2024-25.

FISCAL IMPACT: Creates an allocation for SBCSELPA to use State Out-of-Home Care and Federal IDEA funding for Mental Health Services of approximately \$1.7 million for the 2024-2025 fiscal year. The allocation is ongoing as determined annually by the JPA Board.

RECOMMENDATION: The JPA Board will approve Local Plan language revisions as stated.

RA/RW:lm

SANTA BARBARA COUNTY SELPA LOCAL PLAN

SECTION 9

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS BUDGET PLANNING PROCESS

Budget Planning Process Policies
3201 - 3218

(Revised 5-6-24)

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3201 SELPA Budget

The SBCSELPA Executive Director is responsible for the Santa Barbara County SELPA's budget planning process.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding the budget planning process. The SBCSELPA Executive Director shall report his/her recommendations to include those provided from districts and/or the community to the JPA Board.

DATE APPROVED: January 9, 1987
 DATE REVISED: December 12, 1997
 DATE REVISED: December 14, 2009

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3200 BUDGET PLANNING PROCESS

3202 Procedures for Making Changes in Budgeting

The SBCSELPA Executive Director shall be responsible for making changes in budgetary allocations.

The SBCSELPA Executive Director may recommend budgetary allocation changes to the JPA Board for approval as deemed necessary. The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA to seek input regarding such changes.

DATE APPROVED: January 9, 1987
 DATE REVISED: December 12, 1997
 DATE REVISED: December 9, 2002
 DATE REVISED: December 14, 2009

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3203 Review of Annual Budget Plan for Subsequent Year

By June 30th of each year, the SBCSELPA Executive Director shall review the proposed Annual Budget Plan and shall submit recommendations to the JPA Board. The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such recommendations.

DATE APPROVED: January 3, 1984
DATE REVISED: December 9, 2002
DATE REVISED: December 14, 2009

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 **IV**) shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant.

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*)

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 shall be distributed to districts as indicated below.

- Federal Part B Local Assistance (PL-142) Funds (Resource 3310)

As determined by the JPA board, in addition to AB602 Base funding, an off-the-top allocation may be set aside for the SBCSELPA budget, including Mental Health services and Non-Public School Placement Cost Pool. The remainder 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 30th 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

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

- Out of Home Care Funding
Refer to Part XVII. Of this section (3404)
- County Property Taxes
Shall be distributed in the same manor of AB602 funds

~~The following fund sources will be outside of and in addition to the block grant and shall be allocated as determined annually by the JPA Board:~~

- ~~• State Mental Health Funding~~
- ~~• IDEA Federal Mental Health Funding~~

The funding sources listed below are available at the State level and may be accessed through special application only:

- LCI Emergency Impaction Funds
- Excess Cost Pool

IV. SPARSITY/SMALL SCHOOL DISTRICT FUNDING

Funding will be provided to the County Education Office for the direct service districts with a hold harmless adjustment equivalent to the current sparsity factor funding. The equalization process will phase out the sparsity factor over time

Sparsity Adjustment

The Cuyama Joint Unified School District meets the criteria to be considered a sparsely populated district as that term was defined in Education Code Section 56728.6(d)(1) prior to the enactment of the AB 602 special education funding model (see Appendix E). In recognition of the additional costs of serving students in special education who attend school in Cuyama, and in order to apportion special education block grant funding allocations within the SBCSELPA to recognize the impact of these additional costs, adjustments were made to the SBCSELPA AB 602 allocation plan beginning in 2003-04.

The funded COLA rate will be applied to the prior year calculated sparsity factor to determine the sparsity augmentation for the current funding model.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

Small School District Funding

Small districts shall be required to provide own special education services after the second year their enrollment exceeds the direct service district cut off size as specified in the Education Code Section 1730, et al (i.e., for elementary districts – less than 901 ADA during the preceding fiscal year, for high school districts - less than 301 ADA during the preceding fiscal year, and for unified districts - less than 1501 ADA during the preceding fiscal year). Districts have the choice to remain as a direct service district and receive special education services from the County Education Office for two years after their enrollment exceeds the size limit for being considered a direct service district.

If, during this two-year transition period, a former direct service district decides to become a non-direct service district, it will receive its per ADA special education funding directly and then may either operate its own special education programs or contract with the County Education Office or another LEA for these services. Districts transitioning from direct to non-direct service status will continue to receive the same level of funding during the two-year transition period that they would have received as a direct service district.

After a district remains above the direct service district size cut off for two years, it will henceforth be considered a non-direct service district.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000	BUSINESS AND NON-INSTRUCTIONAL OPERATION
3200	BUDGET PLANNING PROCESS
3204	AB 602 Special Education Fiscal Allocation Plan (<i>Continued</i>)

V. FUNDING FOR REGIONAL PROGRAMS OR SERVICES

All regional program costs will be charged to district/LEA of residence (DOR) on a per student basis as follows:

- Per student costs will be calculated on days of enrollment not days of attendance and shall be calculated by regional program operators for the moderate-severe programs.
- Regional program operators shall report regional program cost estimates three times annually, October 15th, January 15th* and year end close (July 15th); and April 15th for Adopted Budget.
 - *January 15th report is optional for district operators, but should be submitted if there is a substantial change that would impact the cost of another district.
- Per student costs for July 1st through October 31st of the given school year will be calculated based on Adopted Budget Projections. Following November 1st and February 1st of a given school year the per student costs will be updated using current year estimates for regional program costs and enrollment. Reconciliation of actual regional program costs and enrollment will take place at year end close.
- At year end the per student actual daily costs will be calculated using regional program costs divided by total day of enrollment.
- The per student costs for Extended School Year will be based on actual regional program costs and enrollment. Enrollment will be based on the number of students who attend at least three days of ESY; and,

In addition, regional itinerant services shall be charged to LEAs as follows:

- Only itinerant special education services specified on the services line of the individual education plan (IEP) and listed in CALPADS shall be billable to LEAs.
- The itinerant regional program cost per student shall be calculated by the percentage the student is enrolled compared to the total minutes of all students by program/category.
- The 80% FTE regional audiologist shall be utilized to serve the needs of students with IEPs designated as deaf or hard of hearing (DHH) and shall be funded off the top of the AB 602 funding or low incidence funding as determined by JPA board.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

DHH Services:

If, based on assessment data and an IEP Team recommendation, it is determined that a DHH student requires exposure to a community of learners for purposes of FAPE, a referral shall be made to a regional DHH program.

If it is determined that the regional DHH program can offer a community of learners and that the program placement is appropriate for the student, the placement shall take place with the student being placed on the DHH SDC regional providers caseload and with support in the general education classroom for more than 50% of the day.

Regional program costs for these students will be calculated using the following:

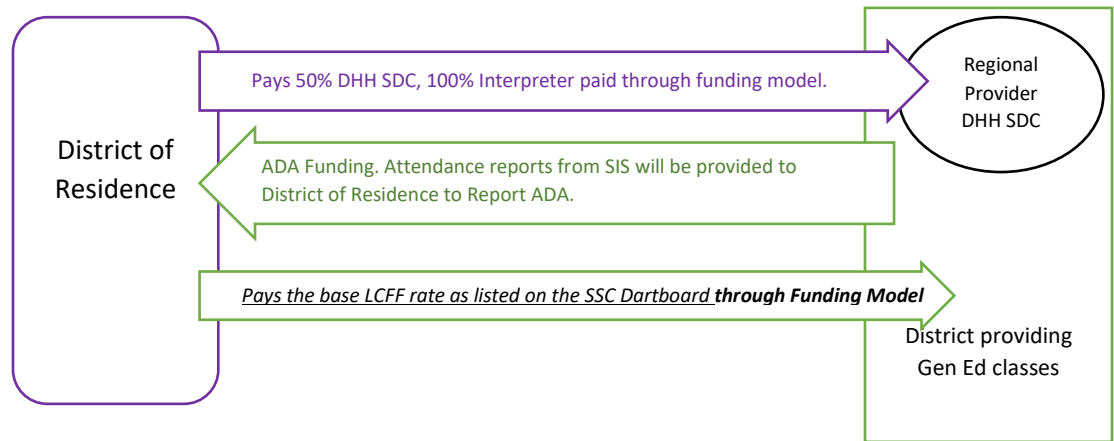
- Students on the regional DHH SDC caseload will be separated into two groups, those who are SDC students and those who are itinerant students with special education support for more than 50% of their day.
 - Costs for students on the regional DHH SDC caseload who are SDC will be calculated by using the SDC formula with all components, dividing by the total number of enrolled days to arrive at a per enrollment day cost
 - For itinerant students with special education support for more than 50% of their day. Enrollment days for regional cost allocation shall be calculated as 50% of their number of days of enrollment in the program.
- The district of residence/accountability shall be responsible for the cost of the interpreter assigned to the student and the regional DHH SDC program based on 50% of the students' number of days of enrollment.
- For itinerant students with special education support for more than 50% of their day. The district of residence will pay the district of general ed attendance the base LCFF rate as listed on the School Services Dartboard. The district of residence will receive the ADA the student, to generate ADA revenue. This is meant to offset the cost of the itinerant student's enrollment in general education classes, while special ed funding. (Refer to figure on next page).

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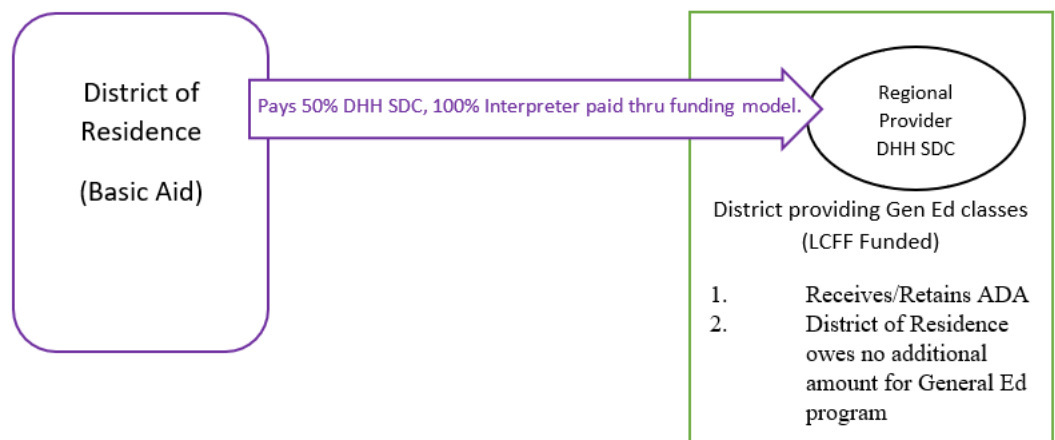
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- Exception: If the District of Residence is Basic Aid AND the district of general ed attendance is NOT Basic Aid, then the district of general ed attendance will receive the ADA funding and the district of residence will not owe the district of general ed attendance any additional amounts for the general education program.



- For the students in the regional program in general education for more than 50% of the day, the district where the program is located would maintain the primary enrollment for CALPADS and SIRAS. This will allow the general education teacher of record to take attendance and administer the SBAC. Attendance reports from SIS will be provided to the proper reporting entity based on who receives ADA above. If money is owed from District of Residence to District of Attendance, the District of Attendance will provide the District of Residence the ADA for reporting.

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See example below:

CalPADS Student Enrollment
Reporting LEA: Orcutt Union ([AERIES](#))
School of Attendance: Ralph Dunlap
District of Residence: Lompoc

CalPADS Special Education Services ([SIRAS](#))
Reporting LEA: Orcutt Union
School of Attendance: Ralph Dunlap
District of Special Ed Accountability: Lompoc
Special Education Service Provider: County Education Office (for Itinerant services)

VI. FUNDING FOR REGIONAL PROGRAM EXPANSION AND ADDITIONAL INSTRUCTIONAL AIDES OR OTHER SUPPORT STAFF FOR REGIONAL PROGRAMS

The SBCSELPA Executive Director shall review all funding requests for expansion of Regional programs or additional instructional aides or other support staff for Regional programs prior to going to the JPA Board for final approval. **Requests for program expansion may include projected costs for materials required to open new classrooms such as furniture, curriculum or technology needs. Prior to purchasing new items, the regional operator will work with the district where the program is located to determine if items are currently available for use in the new program.** Such consideration of funding requests ~~may~~ will be discussed with the special education administrators and business officials from districts in SBCSELPA in order to determine if there are alternative ways the staffing or material needs can be met without increasing the current number of staff members serving in the program or materials' cost to the program. An ad hoc committee review team ~~may~~ will be designated by the SBCSELPA Executive Director on an as needed basis to advise ~~her or him~~ them regarding if the funding request is appropriate and/or needs modified. Regional Program operators shall use existing funds to add instructional aides or other support staff time on an emergency, temporary basis pending approval by the JPA Board of additional instructional aides or other support staff requests.

At the end of each school year the SBCSELPA Executive Director shall review the need for continued funding for Regional program expansion and additional instructional aides or other support staff positions in the subsequent school year. The SBCSELPA Executive Director may discuss the need for continued funding for Regional program expansions/increased

support staff with the special education administrators and business officials from districts in SBCSELPA in order to determine if there is a continued need for program increases prior to making final recommendations to the JPA Board.

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The above policy is not applicable to districts operating regional programs when the majority of students (majority defined as 80% or more of the students) enrolled in the program belong to the district operating the program. If a district operating a regional program where the majority of students belong to the district feels there is a need for additional supplemental instructional assistant time to address behavior issues, they shall contact the district of residence (DOR) special education administrator of any students attending the program to consult regarding the need for supplemental instructional assistant staffing.

Factors which may necessitate additional aide or other support staff time for Regional programs include:

- Staffing ratios in individual classrooms
- The need for aides for students with low incidence disabilities
- The need for aides to assist students with severe behavior problems
- The need for aides associated with legal issues

In deciding whether to recommend approval of funding for additional instructional aides or other support staff time to the JPA Board, the SBCSELPA Executive Director shall review the steps taken by the Regional Program operator to alleviate the problem or concern and review the supporting data required for the request prior to requesting additional instructional aides or other support staff time. Where appropriate, the criteria for fading the use of an instructional aide shall be included in the student's Behavior Intervention Plan.

VII. REGIONAL PROGRAM COST ACCOUNTING

Local Education Agencies that operate Regional programs may claim the following costs for operation of such programs:

1. The actual cost of special education personnel (including salaries and benefits) as per the program caps reflected in Appendix B who serve the students enrolled in the Regional program(s).
2. The actual cost for support personnel as per the program caps reflected in Appendix B (including salaries and benefits) who are employed to serve the students enrolled in the program(s). Such support personnel shall include instructional aides and related service providers.

3. The costs of non-salary expenses including supplies, fieldtrips, food, fees, staff development, and instructional materials, etc., associated with operation of the program. The annual costs charged per FTE category shall not exceed the following amounts:

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• SH Teacher	\$1,500.00
• SH Teacher / Community Based	\$4,200.00
• TLP SDC Teacher	\$1,500.00
• DHH SDC Teacher	\$1,250.00
• Preschool SDC Teacher	\$1,500.00
• Preschool Itinerant SDC	\$1,000.00
• Itinerant DHH Teacher	\$ 500.00
• OT	\$1,000.00
• Vision/ O & M Specialist	\$1,000.00
• Preschool Specialist	\$1,100.00
• School Nurse	\$ 750.00
• APE Teacher	\$ 750.00
• Speech Specialist	\$ 750.00
• Psychologist	\$ 750.00

Regional Program operators shall submit annually to the SBCSELPA Executive Director and LEA Special Education Administrators a proposal of costs for testing supplies and equipment for the year going forward by April 1 of the preceding year. The SBCSELPA Executive Director and LEA Special Education Administrators will review proposed needs to determine if costs are appropriate and reasonable.

For costs associated with technology and equipment, the regional program operators shall submit a proposed technology cost plan to the SBCSELPA Executive Director for the year going forward by April 1 of the preceding year. The JPA Board shall approve all proposed costs associated with technology that will exceed the non-salary budget costs caps.

4. Indirect costs for operation of Regional programs shall be based on the current year CDE allowable rate for the operator.
5. Classified clerical support costs for regional programs shall be calculated as an average percentage of all total program costs by regional program operator as follows: (see Appendix B)

6. Administrative support costs for regional programs shall be calculated as a percentage of total program costs as follows: (see Appendix B)

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VIII. HOUSING FOR REGIONAL PROGRAMS

Housing costs for regional programs shall be charged to the regional program they house. Districts providing regional housing will receive revenue for the classrooms they house through the regional funding model. Refer to Section 13 – Facilities.

IX. EXTENDED SCHOOL YEAR (ESY)

Regional program operators shall be responsible for the operation of ESY programs for all regional program students. Regional program operators shall hire classified and certificated personnel for regional ESY programs unless other mutually agreed upon arrangements are made between the regional program operator and LEAs. Regional program operators shall be responsible for the annual set-up, planning and implementation of ESY for regional program students.

Districts in the North SBCSELPA region shall annually alternate to provide housing for Pre-K ESY programs (with the exception of Guadalupe Union School District in the North).

X. SELPA FUNDING OF COSTS ASSOCIATED WITH DUE PROCESS / LEGAL FEES

Annually, at their September meeting, the JPA Board will determine how much funding, if any, will be set aside for the payment of legal fees associated with dispute resolution and costs associated with due process and how such fees will be allocated. LEAs may utilize their proportionate share of set-aside legal fee funding to pay premiums for Special Education Voluntary Coverage Program (SEVCP) through SISC or any other similar insurance program to fund costs associated with due process or legal fees related to special education.

If LEA's do not spend their allocated set aside funds, those funds shall not be carried forward.

The LEA/district shall be responsible for contracting with the SBCSELPA approved attorneys for dispute resolution/legal fees and services associated with due process or other legal fees. All payments for services shall be made by the LEA and submitted to the SBCSELPA office for reimbursement as per policy guidelines.

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In cases where the LEA is requesting to access their proportionate share of SBCSELPA set aside funding to pay for costs associated with a due process case or other legal fees, they shall submit the following documentation with a written request to the SBCSELPA Executive Director:

1. A detailed copy of the expenditures (invoices, fully executed settlement agreement, etc.)
2. A brief case summary that provides a chronology of the history in the case for the past three years

In cases where the parent files for due process, the LEA must submit the following documentation prior to seeking authorization from the SBCSELPA Executive Director to access funds from their proportional share of SELPA set-aside funding for costs associated with due process:

1. Attach a copy of the OAH complaint.

The SBCSELPA Executive Director shall determine if the documentation submitted by the LEA meets the criteria for the LEA to access their proportionate share of set-aside SBCSELPA funds to pay for costs associated with due process or other legal fees within fifteen (15) calendar days. SBCSELPA funding shall be authorized at 100% of the request not to exceed the amount of funds the LEA has available in their proportionate share of set-aside SBCSELPA funding if the LEA has submitted all required documentation.

In circumstances where the LEA is requesting to access their proportionate share of SBCSELPA set aside funding to pay for general legal consultation related to special education, no case specific documentation shall be required. All legal consultations the LEA requests to be funded out of the LEA's proportionate share of SBCSELPA legal fees funding shall be for special education matters only.

An additional reserve of three hundred twenty-five thousand dollars (\$325,000.00) shall be set aside to fund dispute resolution legal consultation fees and costs associated with due process designated by the JPA Board when an LEA exceeds their annual allocation of SBCSELPA set-aside funding for due process legal consultation fees and costs associated with due process up to \$50,000.00 per student, per school year.

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For students being served in regional programs (excluding preschool students defined as being Preschool Specialist students with mild to moderate disabilities and students served in a regional program operated by their district of residence), dispute resolution legal consultation fees and costs associated with due process shall be funded up to \$50,000.00 per student, per school year out of the \$325,000.00 reserve funding. Any remaining costs associated with due process/dispute resolution shall be funded by the district of residence. For Pre-K students being served in SBCEO Pre K Specialist program costs associated with due process shall be the sole responsibility of the student's district of residence (DOR).

The SBCSELPA Executive Director may solicit consultation from other experts as deemed necessary. No committee member shall serve when a case is presented that directly involves their LEA.

The SBCSELPA Executive Director shall be responsible for compilation of data related to the request and presentation of the case to the JPA Board.

In circumstances where a LEA has exceeded their proportionate share of set-aside funds and determines that funding of dispute resolution legal fees or costs associated with due process would result in a catastrophic financial situation, they may make a request to the JPA Board that the costs be funded out of SBCSELPA legal fee/due process reserve funding up to \$50,000.00. The request shall include a copy of financial records that reflect the status of all district funding sources and a written statement summarizing the financial impact the payment of the legal fees or costs associated with due process would have on the district financial situation over a three (3) year period.

Prior to the JPA Board considering requests from LEAs to access legal fee/due process reserve funding (for students enrolled in a regional program or in LEA catastrophic financial situations), the following documents shall be submitted to the SBCSELPA Executive Director:

1. A written case summary that provides a chronology of the history of the case for the past three years.

2. Most recent assessment results.
3. Documentation of educational progress/benefit from year to year for past three years.

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4. IEP paperwork for the past three years.
5. Important correspondence between the parent/guardian and the LEA.
6. Evidence the district has shown due diligence in attempting to resolve the dispute prior to due process or attorney involvement.

In instances where an LEA is requesting access to reserve funding to pay for legal consultation fees and costs associated with due process due to a catastrophic financial situation, an ad hoc Dispute Resolution/Due Process Funding Committee may be designated by the SBCSELPA Executive Director on an as needed basis to advise her or him regarding if the merits in the case warrant that the case should not go forward to due process and/or be funded out of SBCSELPA legal fee/due process reserve funding.

The SBCSELPA Executive Director shall make final recommendations to the JPA Board about the merits in the case related to whether or not the case should go forward to due process and/or be funded out of SBCSELPA legal fee/due process reserve funding.

The JPA Board shall review the recommendations made by the SBCSELPA Executive Director and make the final decision about whether or not to fund a request from an LEA in part or whole up to \$50,000 out of legal fee/due process reserve funding annually. The following six areas shall be considered for funding:

1. Legal fees associated with dispute resolution prior to filing for due process
2. Expert witness fees, to include travel costs
3. Independent assessments conducted in preparation for a hearing pursuant to recommendation from legal counsel

4. Due process resolution session, mediation, or due process order settlement costs (compensatory or reimbursement)
5. Legal defense fees
6. Parent attorney fees

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The decision of the JPA Board to fund the due process case in part or in whole shall be determined based on the following criteria:

1. Merits of the case; likelihood of the LEA prevailing at 50% or more
2. Precedence setting value of the case
3. Financial reserve funds available at the time of the request

The SBCSELPA Executive Director shall consult with the LEA as needed during the dispute resolution and/or due process.

If the LEA disagrees with the decision of the JPA Board, and there is no new information in the case, the LEA may appeal the decision to not fund dispute resolution legal fees or costs associated with due process directly to the JPA Board. If the LEA disagrees with the decision of the JPA Board (based on the recommendations of the Dispute Resolution/Due Process Funding Panel), and there is new evidence and/or circumstances in the case, they may re-refer the case to the SBCSELPA Executive Director, who may designate an ad hoc Dispute Resolution/Due Process Funding Committee to advise him or her regarding the case.

In circumstances where funding of dispute resolution legal fees or the costs associated with due process exceed \$50,000 and the funding of such costs would be catastrophic to the LEA, the LEA may make an appeal to the JPA Board to exceed the \$50,000 limit from reserve funding.

The JPA Board shall annually take into consideration the past history of usage of funds allocated to districts to fund costs associated with due process to determine if certain districts should be assessed a higher per student rate of funds to be taken off the top of their AB 602 funding and set aside for future due process related costs.

If a case that initially involves special education matters but subsequently concerns only Section 504 issues or in all due process matters involving 504 matters, the financial responsibility of all legal fees is the responsibility of the local education agency (LEA).

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XI. NONPUBLIC SCHOOL AND AGENCY COSTS

~~Federal and state funding provided for mental health IEP services and~~ AB 602 Block Grant and/or Federal funding will be set aside in the Santa Barbara County SELPA (SBCSELPA) Budget shared cost to pay the costs of LEA nonpublic school placements (NPS) made via an IEP decision as specified below For students found eligible for special education as emotionally disturbed (ED) who are placed in a nonpublic school (NPS) placement due to mental health related concerns shall be funded as follows:

- Only the residential treatment and mental health costs will be eligible for payment through SBCSELPA shared mental health funding as per the funding formula specified in this policy
- SBCSELPA to fund one slot for LEAs with ADA of 5,000 or less at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- SBCSELPA to fund a second slot for LEAs with ADA of 5,001-7,000 at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.
- SBCSELPA to fund a third slot for LEAs with ADA of 7000 or more, not to exceed a total of 3 SBCSELPA funded slots in any given year for LEAs who serve students in grades K-8 at 100% for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.
- LEAs who serve students in grades 9th-12th shall receive one additional SBCSELPA funded NPS slot per year at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- Santa Ynez Valley Special Education Consortium LEAs and SBCEO Direct Service LEAs shall each be treated as one LEA for purposes of this policy.

- Once the NPS (residential or non-residential) placement costs exceed the set aside SBCSELPA mental health funding in a given school year, any ongoing future excess costs incurred at the SBCSELPA level will be billed back to districts proportionately by total days each district had a student in a NPS placement throughout the school year. These excess costs will be calculated at the current fiscal year end and will be billed back to the districts.

Placements will be funded as stipulated above in the order the students are placed and shall not be based on the cost of placement.

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SBCSELPA will not have oversight for but shall be required to be involved in the IEP decision making placement process of mental health related NPS student placements that exceed the above stipulated caps and are funded 100% by the LEA in order for the placement to be considered for potential future payment out of SBCSELPA shared funding. The funding of costs associated with LEA NPS placements will be reviewed annually concurrent with the Second Interim Report.

All other LEA NPS placements made via an IEP decision shall be funded by SBCSELPA shared costs as follows:

- SBCSELPA fund 70% and LEA/district of residence 30% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the first year of placement or first 12 months.
- SBCSELPA fund 50% and LEA/district of residence 50% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the second year of placement or second 12 months.
- SBCSELPA fund 30% and LEA/district of residence 70% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the third year of placement or third 12 months.

Any NPS placement that continues beyond three years is to be funded 100% by the LEA/district.

For students, that transition from one LEA/district of residence within the SBCSELPA to another, SBCSELPA shall begin funding the placement at 50% and LEA/district of residence 50% for a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the first year the student is enrolled in the new district unless the student is in the first year of their placement. If the student is in their first 12

months of placement, 70% shall be funded by SBCSELPA shared funding and 30% by the LEA/district of residence for non-mental health NPS placements and 100% for mental health NPS placements.

A year of placement is defined by the initial start date of the NPS services to subsequent year one year later.

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All nonpublic school and agency placements require the involvement of the SBCSELPA Executive Director or designee in the IEP process, as well as final approval from the JPA Board, in order for SBCSELPA shared cost funding for these services to be provided. The SBCSELPA Executive Director must agree that the placement meets the criteria for the NPS placement to be funded out of SBCSELPA shared funding. Placement of a student in a NPS with or without a residential treatment center placement (RTC) that is funded in whole or in part by SBCSELPA shall be reviewed via an IEP team meeting a minimum of every six months to determine if the placement continues to be the most appropriate placement for the student and to plan for transition to less restrictive environment as appropriate. A placement shall continue to meet criteria for SBCSELPA share funding as per the allocation formula if the IEP continues to recommend the NPS or NPS/RTC as a Free and Appropriate Public Education (FAPE).

Approval for funding of NPS placements out of SBCSELPA shared funding will not be granted if the LEA has not practiced due diligence and exhausted the continuum of least restrictive placements available within the LEA or SBCSELPA prior to the IEP team recommending a NPS placement as FAPE. The JPA Board may approve exceptions to this requirement if it is deemed that an “urgent” situation exists, and it is not appropriate for the IEP team to place a student in a least restrictive placement option prior to recommending an NPS placement. Final approval from the JPA Board is required in order for any NPS placement to be funded out of SBCSELPA shared funding. The following must occur prior to an LEA making a referral for consideration of an NPS placement to be funded out of SBCSELPA shared funding at an IEP meeting:

1. A Request to SBCSELPA to Access nonpublic school (NPS) Funding form must be submitted to the SBCSELPA Executive Director.
2. A three-year case history must be submitted by the LEA special education administrator to the SBCSELPA Executive Director with attached IEP's and assessments prior to the request and IEP to determine if a referral to an NPS should

be considered as an offer of FAPE (except in situations deemed “urgent” as specified above).

3. Within 50 days of a signed Assessment Plan that designates an assessment of need for NPS placement, the LEA shall schedule a meeting to include the SBCSELPA Executive Director, the LEA Special Education Administrator, and the SBCSELPA Mental Health Specialist (if deemed needed) to discuss the case.

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4. For non-mental health eligible students, a conference between the SBCSELPA Executive Director, LEA administrator, and Regional program operator (if applicable) shall occur prior to the IEP to go over the case where their LEA is requesting SBCSELPA consideration for payment.

In order for ongoing SBCSELPA shared funding to be provided for an NPS student placement, the LEA must commit to do the following:

1. Submit a Referral for Consideration of SBCSELPA Funding for NPS Placement to SBCSELPA.
2. Draft an assessment plan for assessment of need for NPS out of home placement. Forward a copy of the assessment plan to SBCSELPA in order for SBCSELPA Mental Health Specialist to participate with the LEA in the assessment process. Complete assessment prior to making referral for NPS placement at an IEP.
3. Ensure that the student has access to any state mandated assessment, to include alternate assessments when appropriate.
4. Actively participate in IEPs and provide appropriate IEP paperwork for each six-month IEP or other reviews as mandated by the IEP team. It is required that a LEA SPED administrator, psychologist, special education teacher, and regular education teacher (when transition back to a district or regional program is being considered) attend NPS IEP meetings. For high school age students, it is also required that a school counselor attend IEP meetings in order to speak to graduation requirements, etc.
5. Work collaboratively with SBCSELPA Executive Director to transition the student back to a placement within the continuum of options available in the SBCSELPA.

The SBCSELPA shall fund a total of four round-trip nonpublic school visits per school year (i.e., parent/guardian trip to visit student or student travel to visit home, etc.). Any visits above and beyond this limit shall be an IEP team decision and are the fiscal responsibility of the district of residence (DOR). All student travel for a home visit must be recommended by the IEP team as part of the transition process for the student to return to a less restrictive environment (LRE) in their home community. SBCSELPA shall fund the costs associated with required supervision or transport to bring the student home. The costs of travel required for students placed in nonpublic schools shall be paid by SBCSELPA at the same proportional rate as the NPS placement.

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The parent/guardian must be a resident of Santa Barbara County at the time of the requested travel and must adhere to the SBCSELPA NPS travel guidelines.

In the event that it is determined there will be a funding shortfall for payment of a mental health or non-mental health NPS placements at the SBCSELPA level as set forth in this policy in any given school year, any future placements shall be funded by the placing LEA/district of residence. If there is a SBCSELPA ending balance at the end of the year, or a student transitions back and funding becomes available, the LEA may submit a request for reimbursement to the SBCSELPA. Payment will be made in the order the student was placed.

In the event that a LEA/district depletes all of their mental health funding and determines the cost of the NPS placement will create a financial hardship, at the end of the school year, the LEA/district may request that JPA Board review the case and to determine if there is potentially other SBCSELPA level shared funding sources to assist the LEA/district with the cost of the placement. Documentation of the financial hardship shall be provided to the JPA Board.

XII. SELPA BUDGET

Allocations to the SBCSELPA Budget from the block grant to cover the cost of SBCSELPA services will include:

- Fixed allocations as authorized by the JPA Board in an amount sufficient to fully fund anticipated SBCSELPA-level expenditures for the upcoming school year. This amount is subject to the annual COLA.

The SBCSELPA Budget will also include the following additional income sources:

- Regionalized Services Income amount from AB602 block grant

- 2.569% of IDEA Section 619 Preschool Grant Resource 3315 K-12
- Federal and State funding for IEP Mental Health services as designated by the Board
- **Out of Home Care Foster Youth and Reallocated savings will be used to fund Mental Health services and the Non-public school excess cost pool.**

In the event that the above allocations for the SBCSELPA budget are insufficient to cover all anticipated expenditures, the JPA Board may take action to increase the fixed allocation to be provided to the SBCSELPA and/or utilize funding set aside for district costs associated with due process.

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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.

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SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

Every Small LEA with LI students, defined as LEAs with less than 5,000 ADA, will be allocated \$5,000 after off-the-top expenses. The remaining LI funds will be distributed to all LEAs in proportion to current year CALPADS Fall 1 LI student counts.

By September first of each fiscal school year, SBCSELPA will review LI expenditures. Ending balances from SBCSELPA's LI prior year allocation shall go into a shared pool. Any LEA that can demonstrate they have a shortage of LI funding in a given year to cover LI student may submit a request with documentation to the SBCSELPA by June first of the current school year in order to access shared pool LI funding that may become available. Requests must be approved by the JPA Board. If there is SBCSELPA level shared pool LI funding remaining after all prior year LEA expenses are funded, it will be allocated out to SBCSELPA member LEAs by based on numbers/percentages of students identified as low incidence (LI) in the current year.

If a student with a low incidence disability, receives services from an LEA other than the district of residence (DOR), the non-district of residence LEA that provides the service shall collaborate with the special education administrator of the DOR in order to access low incidence funding to purchase needed equipment, materials, or services. The special education administrator of the DOR shall consent in writing all requests to purchases or to seek reimbursement for low incidence equipment, materials, or services. The purchasing district may submit for reimbursement from SBCSELPA utilizing the Low Incidence allocation of the DOR.

The non-district of residence providing low incidence service to a student shall be responsible for assisting the DOR with purchasing any IEP designated incidence equipment,

materials, or services and maintaining the inventory of any low incidence equipment purchased on behalf of a student.

The Annual Budget Plan asks for estimated expenditures for:

- 1) Supplemental Aides and Services in a regular classroom (SACS Function 1130)
- 2) Low Incidence Expenditures

LEAs will report their estimated expenditures for the following fiscal year. LEAs should consider utilizing codes to specify Low Incidence expenditures for services or personnel in order to have estimates for the Annual Budget Plan. There is no specific SACS code for Low Incidence, so it would need to be LEA defined

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SANTA BARBARA COUNTY

SPECIAL EDUCATION LOCAL PLAN AREA

3000	BUSINESS AND NON-INSTRUCTIONAL OPERATION
3200	BUDGET PLANNING PROCESS
3204	AB 602 Special Education Fiscal Allocation Plan (<i>Continued</i>)

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
- 3) Student Count as of April 1st 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 **and Reallocated savings – will be used to fund Mental Health services and the Non-public school excess cost pool.** - ~~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 and/or Group Homes in their district/total SELPA enrollment days of students with IEPs in STRTP programs and/or Group Homes.

Districts will report days of attendance in STRTPs and/or Group Homes in their district from June 1st – May 31st. The overlap in school years will allow LEAs to submit their final billing each year by June 30th 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.

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SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION
- 3200 BUDGET PLANNING PROCESS
- 3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

~~XVIII. MENTAL HEALTH FUNDING~~

~~The board shall annually adopt a budget by June 30th of the current school year to determine how state and federal AB 114 mental health funding shall be allocated for the subsequent school year to include the following:~~

- ~~1. Funding to offset IEP related mental health services and other misc. costs associated with providing mental health IEP services.~~

~~If funding is allocated directly to an LEA, the LEA agrees to follow state and federal guidelines regarding allowable expenditures and will not supplant current program expenses.~~

~~The LEA shall maintain a log of expenditures and will provide to the SBCSELPA upon request within five business days so that required expenditure reports can be submitted to the CDE in a timely manner.~~

- ~~2. Payment of costs for therapeutic nonpublic school (NPS) residential treatment center (RTC) placement /services for students found eligible for special education with emotional disturbance (ED) pursuant to the NPS funding model pursuant to Local Plan Policy 3204 Section XII.~~
- ~~3. Funding to offset costs associated with providing staff development and training, supplies and equipment in order to serve students eligible for special education as ED attending regional therapeutic learning programs (TLPs) and day treatment (DT) programs. The annual allocation for supplies for TLP level 1 shall be \$5,000 and TLP Level 2 shall be \$8,000.~~
- ~~4. Funding to offset other indirect costs associated with providing mental health services to students as deemed appropriate by the board on an annual basis.~~

XIX. PRESCHOOL EQUALIZATION

Beginning in 2018-2019, Federal Preschool Local Entitlement (3320) will be rolled into the Federal Local Assistance Entitlement (3310). In order to continue to provide preschool funds to districts that provide services to preschool age student (through contracts or district provided), the equivalent value provided in the Preschool Grant 3320 in the 2017-18 school year will be deducted from Federal Local Assistance Entitlement and distributed to non-charter elementary districts by grades K-6 ADA. Federal COLA increases will be added each year.

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)*

DATE APPROVED: <u>January 8, 1999</u>	DATE REVISED: <u>June 6, 2011</u>
DATE REVISED: <u>February 5, 1999</u>	DATE REVISED: <u>October 3, 2011</u>
DATE REVISED: <u>June 4, 1999</u>	DATE REVISED: <u>December 5, 2011</u>
DATE REVISED: <u>October 4, 1999</u>	DATE REVISED: <u>February 6, 2012</u>
DATE REVISED: <u>December 21, 1999</u>	DATE REVISED: <u>October 1, 2012</u>
DATE REVISED: <u>January 11, 2000</u>	DATE REVISED: <u>December 10, 2012</u>
DATE REVISED: <u>February 8, 2000</u>	DATE REVISED: <u>May 6, 2013</u>
DATE REVISED: <u>March 6, 2000</u>	DATE REVISED: <u>September 9, 2013</u>
DATE REVISED: <u>October 9, 2001</u>	DATE REVISED: <u>October 7, 2013</u>
DATE REVISED: <u>December 10, 2001</u>	DATE REVISED: <u>December 6, 2013</u>
DATE REVISED: <u>April 24, 2002</u>	DATE REVISED: <u>May 5, 2014</u>
DATE REVISED: <u>June 3, 2002</u>	DATE REVISED: <u>June 2, 2014</u>
DATE REVISED: <u>January 6, 2003</u>	DATE REVISED: <u>December 1, 2014</u>
DATE REVISED: <u>March 20, 2003</u>	DATE REVISED: <u>January 12, 2015</u>
DATE REVISED: <u>May 5, 2003</u>	DATE REVISED: <u>June 15, 2015</u>
DATE REVISED: <u>December 1, 2003</u>	DATE REVISED: <u>October 5, 2015</u>
DATE REVISED: <u>September 13, 2004</u>	DATE REVISED: <u>December 7, 2015</u>
DATE REVISED: <u>November 3, 2004</u>	DATE REVISED: <u>January 11, 2016</u>
DATE REVISED: <u>December 6, 2004</u>	DATE REVISED: <u>June 6, 2016</u>
DATE REVISED: <u>March 7, 2005</u>	DATE REVISED: <u>September 12, 2016</u>
DATE REVISED: <u>October 3, 2005</u>	DATE REVISED: <u>October 3, 2016</u>
DATE REVISED: <u>December 5, 2005</u>	DATE REVISED: <u>December 5, 2016</u>
DATE REVISED: <u>March 7, 2005</u>	DATE REVISED: <u>June 5, 2017</u>
DATE REVISED: <u>May 1, 2006</u>	DATE REVISED: <u>October 2, 2017</u>
DATE REVISED: <u>July 3, 2008</u>	DATE REVISED: <u>November 6, 2017</u>
DATE REVISED: <u>November 3, 2008</u>	DATE REVISED: <u>June 4, 2018</u>
DATE REVISED: <u>February 2, 2009</u>	DATE REVISED: <u>October 1, 2018</u>
DATE REVISED: <u>May 4, 2009</u>	DATE REVISED: <u>November 1, 2021</u>
DATE REVISED: <u>September 14, 2009</u>	DATE REVISED: <u>August 29, 2022</u>
DATE REVISED: <u>November 2, 2009</u>	DATE REVISED: <u>February 6, 2023</u>
DATE REVISED: <u>December 14, 2009</u>	DATE REVISED: <u>May 1, 2023</u>
DATE REVISED: <u>May 3, 2010</u>	DATE REVISED: <u>June 5, 2023</u>
DATE REVISED: <u>October 4, 2010</u>	DATE REVISED: <u>December 4, 2023</u>
DATE REVISED: <u>January 10, 2011</u>	DATE REVISED: <u>May 6, 2024</u>

APPENDIX A
Santa Barbara County SELPA Funding Plan
Annual Event Schedule

		First Quarter		Second Quarter		Third Quarter		Fourth 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 th Quarter data due to SELPA by:
Event									
Regional Itinerant VH, O&M, DHH, OT, Pre-K Specialist	Enrollment	3rd Friday of October	October 31st	3rd Friday of January	January 30th	4th Friday of March	April 15 th Adopted Budget	June 30 th	July 6th
Regional SDC Mod-Severe Elem, Mod-severe Second., DHH, Preschool, Court and Comm. TLP Level 1, TLP Level 2	Enrollment		October 31st	Operators provide enrollment data July 1 st – December 31 st	January 15th	Operators provide year to date enrollment	April 15 th Adopted Budget	Operators provide year to date enrollment	July 15th
Program Cost updates	Expenses		October 15th	January 15th (Optional for District Operators; Submit if significant financial changes that would affect another district)			April 15 th Adopted Budget		July 15th
ESY Actual data	Enrollment & Expenses		September 1st						
Prior Year Adjustments	Expenses		September 30th						
AB602 CDE Exhibits						Feb			Late June- Mid July
Funding Model Updates				Nov		Feb	April		Aug
				Calculated with prior year P-2 Funded ADA		Calculated with prior year Funded P-2 ADA			Calculated with current year AB602 Funded P-2 ADA

DATE REVISED: October 1, 2012 DATE REVISED: November 6, 2017

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DATE REVISED: June 5, 2023

APPENDIX B

Regional Class Program Operational Guidelines

1. It shall be the responsibility of the SBCSELPA Executive Director to recommend to the JPA Board the establishment of additional regional classes if new regional classes are needed.
2. It is recommended that regional operators adhere to the established related services support staffing levels specified in this policy.
3. It is recommended that regional operators adhere to established class size and instructional aide guidelines as is necessary to effectively implement IEPs. If a program drops to sixty percent (60%) or below the established class size and the Board determines the program shall remain open, the regional operator shall meet with the SBCSELPA Executive Director and special education administrators to discuss if it is feasible to potentially reduce instructional assistant time in the program. The SBCSELPA Executive Director may designate a committee comprised of persons that do not have a conflict of interest to go observe a regional program to make recommendations regarding potential staffing reductions if deemed needed. Any decisions to reduce staffing shall occur within 60 days after the Board determines the program shall remain open (see Attachment 2).
4. Nursing costs for itinerant regional students are not part of regional costs (i.e., vision and hearing screenings).
5. Costs for regional class operations will be determined by grade level and program type including:
 - aide support
 - class size
 - related services support
 - support costs
6. Indirect costs for operation of regional programs the current year CDE allowable rate for the operator.
7. Districts proposing to take over operation of regional programs or to take back programs for only their students who are currently served in a regional program must give notice of such intention to the SBCSELPA and regional program provider prior to July 1 of the fiscal year preceding the school year of the requested program transfer unless otherwise agreed upon by the current regional program operator and district proposing to take back services as specified in education code.
8. If new instructional aides or other support staff are deemed needed in regional programs due to increased enrollment above recommended staffing levels, regional operators shall submit to the SBCSELPA Executive Director a request for increased staffing. Regional operators shall also request the assistance of the SBCSELPA Executive Director, and a committee comprised of the special education administrators and business officials from districts in SBCSELPA in brainstorming other solutions to unique staffing needs. The SBCSELPA Executive Director shall make final recommendations to the JPA Board.

9. Necessary related services for students who receive regional itinerant deaf and hard of hearing (DHH) or visual handicapped (VH) support but who are not enrolled in a regional SDC program shall be provided by the student's district or residence.
10. Funding for sign language interpreters to facilitate participation of students with hearing impairments in school-sponsored extracurricular activities (including those taking place during periods of school vacation) shall not be considered an acceptable regional program expense and the district of residence (DOR) shall be responsible for all costs.
11. Funding for regional sign language interpreters that serve student(s) enrolled in a special day class deaf and hard of hearing (DHH) program shall be billed as part of the regional class expense. Interpreters for students on SDC Caseloads who are in a general ed classroom for more than 50% of the day will be billed to the DOR and not included in the Regional DHH SDC program expenses.
12. Funding for regional itinerant sign language interpreters that serve a LEA/district student(s) at their DOR and are not enrolled in a special day class DHH program shall be the fiscal responsibility of the DOR of each student served and be cost neutral to the regional operator. The regional program operator shall calculate the costs associated with regional itinerant sign language interpreters as a separate line item in the regional DHH program billing. The billing shall list the student name, dates served, daily time of service, and location of services. The total costs shall be for the duration of the interpreter's annual contract in order to ensure that regional program operators do not incur costs for which they are not reimbursed.

DATE REVISED: October 4, 2010
 DATE REVISED: June 6, 2011
 DATE REVISED: October 5, 2015
 DATE REVISED: December 7, 2015
 DATE REVISED: December 5, 2016
 DATE REVISED: November 1, 2023

APPENDIX B – Attachment 1

Recommended Related Services FTE Support for Regional Programs by Program Type

PROGRAM TYPE	Mod/Severe Elementary	Mod/Severe Secondary	Preschool SDC	TLP	DHH SDC	Itinerant HH/VH	Preschool Specialist	JCCS RSP/SDC
Psychological / Behavioral Services	.20	.10 - .25	.30	.70 (Psych/MH /BCBA combined)	.30	.05	.15	.375
Related Services Nurse	.05	.05	.05	.025	.015	.015	.02	.025
Speech/Language	.10 - .20	.10	.20 - .40	.05	*.20	0	0	.025
Vocational Education	0	.15	0	.10	0 (pre k – 8 th) .10 (9 th up)	0	0	0 (pre k – 8 th) .10 (9 th & up)
Adaptive P.E.	.10	.05	.20	.05	.10	0	.025	0
TOTAL	.325 - .435	.335 - .555	.75 - .95	.925	.40 - .50	0	.075	.21 - .31

1.00 = Full time per class

.50 = 2½ days per week per class

.20 = 1 day per week per class

.10 = ½ day per week per class

.05 = ¼ day per week per class

Note: Regional Program operators shall be allowed line-item discretion (by staff type) when planning for the allocation of funding to cover costs of related services support staff and submitting expenditure reports to SBCSELPA

REVISED: January 9, 2012

REVISED: May 6, 2013

REVISED: October 7, 2013

REVISED: October 5, 2015

REVISED: December 7, 2015

REVISED: October 2, 2017

REVISED: March 4, 2019

REVISED: August 31, 2020

APPENDIX B – Attachment 2

Recommended Staffing Levels for Regional Programs

Regional Programs	Recommended Average Class Size/Caseload Per 1 FTE	Recommended Daily/Weekly Classroom Support Provider Hours
TLP		
K-6	8-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support 6 hours BCBA support 8 hours of school psychologist support
7 – 8	* 10-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support; 6 hours BCBA support; 8 hours of school psychologist support
9 - 12	* 10-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support or .50 FTE 6 hours BCBA support; 8 hours of school psychologist support or .20 FTE
Pre. Specialist Inclusion	32	6 hrs. per teacher
Severe/Profound		
Pre. SDC	8-9 ½ day class size	12 hrs. (2 aides per 3 hr ½ day session)
Pre-K Autism	8 5 hr. day	15 hrs. (3 aides)
K-3	8-9	18 hrs.
4-6	8-10	18 hrs.
7-8	8-10	18 hrs.
9-12	8-10	18 hrs.
18-22	8-10	18 hrs.
9-32		

VH Itinerant	15-18	8 hrs. Brailist
O & M	15-18	Shared 6 hour aide w/VH Itinerant
Occupational Therapy	**20-30 (Direct service consults count toward caseload numbers: 2 direct service consults = 1 direct service)	N/A

Regional Programs	Recommended Average Class Size/Caseload Per 1 FTE	Recommended Daily Classified Support Provider Hours Total (aide, aide interpreter, interpreter)
DHH		
Pre. Itinerant	6-8 ½ day caseload	0 hrs.
Pre. SDC	6-8 ½ day class size	6 hrs (2 aides per 3 hr. ½ day session)
Prim. SDC	6-9	9 hr. (1:3 hr. aide + 1:6 hr. aide)
(3) 4-6	9-12	12 hr.
7-8	9-12	12 hr.
9-12	9-12	6 hr.
***Pre K-12 Itinerant and Full Inclusion	12-18	Classified staff hours to be determined by student population and location and reported to SBCSELPA

*These recommended staffing levels are for regional TLP students who are in the TLP classroom for 50% or more of their day, unless the IEP team developed a transition plan in order to transition the student back into general education.

**Mileage in excess of 300 miles monthly is to be considered.

***LEA must report the name of DHH classified staff, position, hours and student name when submitting regional program expenditure report to SBCSELPA.

All recommended staffing levels are “recommendations only”; if regional program enrollment exceeds the recommended levels, regional program operators shall request assistance of the SBCSELPA Executive Director to seek advisement regarding solutions from LEA special education administrators and business officials. The SBCSELPA Executive Director shall make recommendations to the JPA Board for staffing or program increases as deemed appropriate.

10/3/2011

DATE REVISED: May 7, 2012

DATE REVISED: May 6, 2013

DATE REVISED: May 4, 2015

DATE REVISED: October 2, 2017

DATE REVISED: September 10, 2018

Appendix B – Attachment 3
Allowable Regional Program Administrative & Classified Clerical
Support Charges (percentage to total program cost)

PROGRAM	COUNTY OFFICE SBCEO	DISTRICT
Severely Handicapped (SH)		
Administrative	4.7%	4.2%
Classified Clerical	2.9%	1.9%
GROW		
Administrative	0.0%	20% of On-Site Administrator
Clerical	0.0%	1.9%
Deaf and Hard of Hearing (DHH) SDC		
Administrative	4.3%	3.5%
Clerical	2.9%	1.9%
Pre-K		
Administrative	5.1%	3.8%
Clerical	2.9%	1.9%
Deaf and Hard of Hearing (DHH) Itinerant		
Administrative	5.2%	3.9%
Clerical	2.9%	1.9%
Occupational Therapy (OT)		
Administrative	5.8%	4.5%
Clerical	3.4%	1.9%
VH O&M		
Administrative	4.7%	3.9%
Clerical	2.9%	1.9%
Pre-K Specialist		
Administrative	4.6%	3.3%
Clerical	2.9%	1.9%
Court & Community		
Administrative	3.1%	NA
Clerical	2.9%	NA

APPROVED: June 6, 2011
 REVISED: March 5, 2012
 REVISED: February 2, 2015

REVISED: June 5, 2017
 REVISED: May 5, 2023

APPENDIX C

Fiscal Allocation Plan Calculation Detail for Extended School Year

LEAs shall be responsible for the set up and operation of ESY programs for non-regional program students enrolled in their LEA.

ESY regional program costs shall be funded by the districts of residence of students served by the program.

Reimbursement to regional program ESY staff members for student related expenses including supplies, food, duplicating/ copying, and transportation for field trips shall not exceed \$100.00 per teacher and \$50.00 per DIS provider.

ESY regional programs shall be housed at the same location they are housed during the regular school year unless other mutually agreed upon arrangements are made between the district providing housing and the regional program operator. The following costs shall not be reimbursed to districts as part of providing housing for ESY regional programs:

- Rental, custodial or utilities fees charged for ESY classroom use
- Indirect costs

DATE REVISED: November 7, 2005

DATE REVISED: May 4, 2009

DATE REVISED: June 1, 2009

DATE REVISED: May 3, 2010

DATE REVISED: December 6, 2014

APPENDIX E

Definition of Sparsely Populated Districts

The following section of the Education Code is taken from the 1997 California Special Education Programs Composite of Laws. It reflects Education Code language describing special education funding under the J-50 funding system, prior to Education Code amendments that resulted in implementation of the AB 602 funding legislation.

E.C. 56728.6 (d) (1)

- (A) Sparsely populated districts are school districts that meet one of the following conditions:
 - (i) A school district or combination of contiguous school districts in which the total enrollment is less than 600 students, kindergarten and grades 1 to 12, inclusive, and in which one or more of the school facilities is an isolated school.
 - (ii) A school district or combination of contiguous school districts in which the total student density ratio is less than 15 students, kindergarten and grades 1 to 12, inclusive, per square mile and in which one or more of the school facilities is an isolated school.
- (B) Isolated schools are schools with enrollments of less than 600 students, kindergarten and grades 1 to 12, inclusive, that meet one or more of the following conditions:
 - (i) The school is located more than 45 minutes average driving time over commonly used and well-traveled roads from the nearest school, including schools in adjacent special education local plan areas, with an enrollment greater than 60 students, kindergarten and grades 1 to 12, inclusive.
 - (ii) The school is separated, by roads that are impassable for extended periods of time due to inclement weather, from the nearest school, including schools in adjacent special education local plan areas, with an enrollment greater than 600 students, kindergarten and grades 1 to 12, inclusive.
 - (iii) The school is of a size and location that, when its enrollment is combined with the enrollments of the two largest school within an average driving time of not more than 30 minutes over commonly used and well-traveled roads, including school in adjacent special education local plan areas, the combined enrollment is less than 600 students, kindergarten, and grades 1 to 12, inclusive.
 - (iv) The school is the one of normal attendance for a severely disabled individuals, as defined in Section 56303.5, or an individual with a low-incidence disability, as defined in Section 56026.5, who otherwise would be required to be transported more than 75 minutes average one-way driving time over commonly used and well-traveled roads, to the nearest appropriate program.

SANTA BARBARA COUNTY
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3200 BUDGET PLANNING PROCESS

3207 Methodology for Counting Students with Low Incidence Disabilities and
Allocating Low Incidence Funds

Refer to Policy 3204 Part XV.

EDUCATION CODE 56206

DATE APPROVED: September 5, 1997

DATE REVISED: December 9, 2002

DATE REVISED: June 6, 2016

DATE REVISED: February 6, 2023

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3200 BUDGET PLANNING PROCESS

3208 Closure of Regional Programs or Program and Service Transfers

1. The SBCSELPA Executive Director shall consider closure of a regional class/program by January 15th of the year preceding the potential closure when the number of students drops below sixty percent of the recommended SELPA Plan caseload. Such consideration shall be reviewed by a committee designated by the SBCSELPA Executive Director to include the regional program operator, special education administrator, affected LEA special education administrators (from both LEAs of current students served and sending LEAs in the following school year), and at least one or more parent(s) of a student served in the program. The committee shall consider the following when making recommendations regarding potential closure of a regional class/program:
 - Historical class size data for past two years
 - Projected class size for next two future years
 - Age span of students
 - Purpose and intent of the class/program
 - Other viable options that provide FAPE in LRE and most appropriate setting
 - Parent input
 - Fiscal impact of closing the class/program versus keeping it open

Recommendations from the committee shall be discussed with the special education administrators and business official from districts in SBCSELPA in order to determine it is feasible to close the regional class/program and continue to meet student IEP needs.

The SBCSELPA Executive Director shall make final recommendations for closure of regional classes/programs to the JPA Board.

2. The SBCSELPA Executive Director shall consider an LEA's request for closure of a regional class/program when such request is put in writing and forwarded to the SBCSELPA Executive Director by September 1 of the year preceding the proposed regional class/program closure. Such consideration

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3200 BUDGET PLANNING PROCESS

3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

shall be discussed with the district and a committee comprised of the special education administrators and business official from districts in SBCSELPA in order to determine it is feasible to close the regional class/program and continue to meet student IEP needs. The LEA and SBCSELPA Executive Director shall also ensure that there has been involvement and representation of parents of all affected students and staff (e.g., special and non-special education teachers, itinerant specialists, administrators, and classified) in the planning process. The SBCSELPA Executive Director shall make final recommendations for closure of regional classes/programs to the JPA Board.

3. The SBCSELPA Executive Director shall consider a LEA's request (sending or receiving) to transfer program(s) and service(s) (in whole or in part) when the sending or receiving agency has informed the other agency and the SELPA prior to the first day of the second fiscal year beginning after the date on which the transfer will take place unless both LEA's involved unanimously approve that the transfer take place on the first day of the first fiscal year following that date. The SBCSELPA Executive Director shall make final recommendations regarding program and service transfer requests (in whole or in part) to the JPA Board.
4. If an LEA requests (sending or receiving) to transfer program(s) and service(s) (in part or in whole) less than a year and a day prior to the proposed transfer, a written letter of request shall be made to the administrator of the current program operator and SBCSELPA Executive Director prior to a final recommendation going forth to the JPA Board. The SBCSELPA Executive Director shall receive confirmation in writing from the current program operator that they approve the requested date of transfer in part or in whole.
5. The LEA requesting program and service transfers certifies that the agency will comply with all applicable requirements of federal and state laws and regulations and special education local plan area policies, including compliance with the Individuals with Disabilities Education Act, Section 504 of Public Law, and the provisions of the California Education Code prior to the transfer. Specifically, the receiving LEA/District shall provide

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3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

the Board a detailed program transfer plan that includes all of the following:

- Evidence student needs within the SBCSELPA can be met
- Evidence availability of a full continuum of services to affected students has been considered

- Evidence continuation of current IEPs of affected students has been considered
- Evidence provision of services and least restrictive environment (LRE) for affected students has been considered
- Evidence of maintenance of all IEP support services has been considered
- Assurance statement that there will be compliance with all federal and state laws and regulations and SBCSELPA policies
- Evidence parents and staff were represented in the planning process for both the sending and receiving LEA
- Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment
- Proposed plan for facilities
- Certification of the receiving LEA's governing board

6. When a reorganization (including the closure of a regional class/program or program and service transfer) of special education programs under the Local Plan results in the termination, reassignment, or transfer of an employee, certificated and classified employee rights shall be determined in accordance with applicable statutes. (See Ed. Code § 44903.7, 45120.2.)

An ad hoc committee review team may be designated by the SBCSELPA Executive Director on an as needed basis to advise her or him regarding potential regional class/program closures or program and service transfers.

This team may at the discretion and direction of the SBCSELPA Executive Director, review significant data regarding the regional class/program and/or

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3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

make an on-site study prior to making a written recommendation to the SBCSELPA Executive Director as to its findings:

1. Projected class size based on the CALPADS Fall 1 of the past 3 years and current enrollment shall be considered in the case of a recommendation for a regional class/program closure or program and service transfers
2. Student needs
3. Exceptional circumstances such as population, sparsity and low incidence disabilities shall also be considered in order to assure the availability of the full continuum of service to affected students
4. The functional continuation of the current individualized education programs of all affected students. The team must assure that the affected students' IEPs, to include appropriate support services, can be appropriately implemented in another setting in the case of a regional class/program closure or program and service transfer
5. The provision of services in the LRE from which the affected students can benefit
6. The assurance that there will be compliance with all federal and state laws and regulations and special education local plan area policies
7. The means through which parents and staff will be represented in the planning processes
8. If it is a request to close a regional class/program or to transfer program(s) and service(s), consideration shall be given to whether

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3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

another program operator is willing and able to assume responsibility for the program in order to assure a full continuum of service.

9. How certificated and classified personnel will be affected by the transfer.

10. Fiscal impact of regional class/program closure or program and service transfer.

Closure of a regional class/program or program and service transfers shall occur at the beginning of the next fiscal year unless the program operator(s) unanimously agree that the closure take place at a different time.

The LEA requesting program and service transfers shall notify the SBCSELPA and JPA Board by January 15th of the year prior to the closure/transfer of a program or service if they plan to rescind the request.

California Education Code Part 30, Section 56207; 45120.2; 56822; 44903.7

DATE APPROVED: June 12, 1987
 DATE REVISED: November 8, 1991
 DATE REVISED: March 3, 1995
 DATE REVISED: December 9, 2002
 DATE REVISED: April 7, 2008
 DATE REVISED: November 2, 2009
 DATE REVISED: October 7, 2013
 DATE REVISED: September 8, 2014
 DATE REVISED: June 15, 2015
 DATE REVISED: January 9, 2017

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3200 BUDGET PLANNING PROCESS

3209 Criteria for Funding and Fading Additional Instructional Assistant Time Assigned to Regional Programs to Address Behavior Issues

In an effort to promote maximum independence, interaction with peers, and group participation and substitute positive replacement behaviors for maladaptive behaviors, additional instructional assistant support will be assigned to the classroom of individual students exhibiting serious behavior problems in conformance with the following guidelines:

1. Whenever a regional program operator requests additional instructional assistant time is requested for behavioral support in Regional classrooms, the expectation is that the additional instructional assistant time will be assigned to the class as a whole rather than to an individual student.
2. In all cases where additional instructional assistant time is assigned to a Regional class, the studentren for whom the additional behavioral support is needed must have a behavior support plan or a Hughes Bill plan that includes specific criteria for fading the additional instructional assistant time.
3. All requests for funding for additional instructional assistant time for Regional programs to address behavior issues must be accompanied by the following information:
 - a. A description of and data documenting the frequency and intensity and antecedents related to the maladaptive behaviors prompting the request for additional instructional assistant time.
 - b. A description of the prior interventions that have been attempted to address the behavior and the results of these interventions.
 - c. A description of the goal/anticipated outcome to be achieved by adding the additional instructional aide assistance.
 - d. A summary of the portion of the behavior plan that describes the criteria for fading the additional instructional assistant time.
4. The behavior plans developed to address the maladaptive behavior requiring the addition of instructional assistant time shall include the following components:

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3209 Criteria for Funding and Fading Additional Instructional Assistant Time Assigned to Regional Programs to Address Behavior Issues (*Continued*)

- a. A statement that the instructional assistant is assigned to the class rather than to an individual student in order to achieve the following objectives:
 - the classroom teacher will have flexibility to work directly with the student exhibiting specific maladaptive behaviors
 - the instructional assistant will be seen as an intervention and not as a permanent component of the placement
 - the student will not become aide dependent.
- b. The criteria for fading the additional instructional assistant intervention built into the target behaviors and tied directly to the decreasing frequency of the target behaviors.
- c. A description of the ongoing support that will be available to the student and the class should the target behaviors recur to some degree after the additional instructional assistant time is discontinued (i.e., other assistant support for another class on campus, a floating assistant, etc.).

The above policy is not applicable to districts operating regional programs when the majority of students (majority defined as 80% or more of the students) enrolled in the program belong to the district operating the program. If a district operating a regional program where the majority of students belong to the district feels there is a need for additional supplemental instructional assistant time to address behavior issues, they shall contact the district of residence (DOR) special education administrator of any students attending the program to consult regarding the need for supplemental instructional assistant staffing.

DATE APPROVED: December 4, 2000

DATE REVISED: December 9, 2002

DATE REVISED: January 11, 2016

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3200 BUDGET PLANNING PROCESS

3210 Use of and Approval for Nonpublic Agency Services for Regional Programs

Regional Operators may contract with a Nonpublic Agency to provide personnel/services in the event that the provider is unable to hire personnel to provide the services.

Nonpublic agency services provided to students enrolled in regional programs shall be a shared SBCSELPA expense through the regional program funding mechanism.

All other nonpublic agency service costs shall be the responsibility of the contracting local education agency pursuant to SBCSELPA Policy 3217.

When the operator of a regional program concludes that:

1. Additional services are required to support the program, and
2. These additional services should be provided by contracting with a non-public agency

The Regional operator will present its request to the JPA Board for discussion and subsequent action.

No contract with a non-public agency for the purpose of augmenting services to a regional program shall be developed without prior approval of the JPA Board and review by the SBCSELPA Executive Director.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such requests.

DATE APPROVED: June 3, 1992

DATE REVISED: March 4, 1994

DATE REVISED: March 3, 1995

DATE REVISED: December 9, 2002

DATE REVISED: December 14, 2009

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3200	BUDGET PLANNING PROCESS
3212	State Residential School

The SELPA and its member local education agencies shall be financially responsible for the placement of individuals with disabilities in nonpublic/state residential schools and for nonpublic agency services as outlined below:

1. The Santa Barbara County SELPA (SBCSELPA) shall be responsible for the costs associated with placement of SBCSELPA-resident students in the state residential schools.
2. The funding of SRS placements shall exclude those provided via settlement agreement and/or as compensatory education. Such costs shall be the sole responsibility of the district of residence, pursuant to SBCSELPA Local Plan Policy 3217.
3. The SBCSELPA shall be responsible for the costs associated for audiological services pursuant to an IEP, as follows:
 - One annual audiological assessment and two hearing aide checks annually per student with an IEP ages 3-12.
 - Plus, audiological assessment every three years and two hearing aid checks annually per student with an IEP ages 13-21.

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- 3200 BUDGET PLANNING PROCESS
- 3212 State Residential School (*Continued*)

The SBCSELPA and its member local education agencies shall pay to the nonpublic, nonsectarian school or agency the full amount of the tuition and other related services for individuals with disabilities enrolled in such programs pursuant to the provision of the current master contract. Districts shall invoice SELPA for the amount that is deducted from their principal apportionment for state residential placements.

(EDUCATION CODE. 56365(d))

DATE APPROVED: January 9, 1987.

DATE REVISED: November 10, 1988

DATE REVISED: November 8, 1991

DATE REVISED: December 9, 2002

DATE REVISED: November 7, 2005

DATE REVISED: June 4, 2007

DATE REVISED: September 14, 2009

DATE REVISED: June 4, 2012

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- 3200 BUDGET PLANNING PROCESS
- 3213 Chargebacks for LCI Nonpublic School Costs

In the event that the state budget for LCI nonpublic school and agency funding is exceeded and additional state funding is not provided, the resulting deficit in funding for LCI nonpublic school and agency services shall be considered part of the SBCSELPA's total regional program expenses to be shared by all districts within the SBCSELPA.

DATE APPROVED: April 15, 1994
DATE REVISED: December 9, 2002

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3200 BUDGET PLANNING PROCESS

3214 Payment for Independent Educational Evaluations (IEE)

1. For non-regional programs, the district of residence of the student (which shall include the County Education Office for studentren residing in direct service districts who receive special education services from County Education Office staff), shall be responsible for payment of the costs of independent educational evaluations.
2. For regional programs, the costs of independent educational evaluations shall be included in the total costs for operation of the Regional Program under the following circumstances:
 - a. The parent requests an IEE and the regional program operator, with the agreement of the SBCSELPA Executive Director, determines that the IEE should be provided at public expense in lieu of requesting a due process hearing to show that its assessment was appropriate.
 - b. The parent requests reimbursement for an IEE obtained privately and the regional program operator, with the agreement of the SBCSELPA Executive Director, determines that the IEE should be funded in lieu of requesting a due process hearing to show that its assessment was appropriate.
 - c. The parent files a complaint with either the California Department of Education or the Office for Civil Rights and the corrective action requires payment of the costs of an IEE.
3. For studentren enrolled in regional programs, the cost of an IEE included as part of a mediation settlement agreement or due process hearing decision shall be included in the total costs for operation of the Regional Program.

DATE APPROVED: January 10, 2000

DATE APPROVED: February 4, 2002

DATE REVISED: December 14, 2009

DATE REVISED: February 1, 2016

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3200 BUDGET PLANNING PROCESS

3215 Provision of Special Education Services to Parentally Enrolled Private School Students

Local education agency (LEA) members of the Santa Barbara County SELPA shall annually spend a proportionate share of IDEA Part B local assistance subgrant federal funds to provide special education and related services to studentren with disabilities enrolled by their parents in private school, including religious, schools or facilities that meet the definition of elementary school or secondary school, located in the school district served by the LEA. These funds may not be used for repair, remodeling, or construction of private school facilities.

Annually the SBCSELPA Executive Director shall inform each district of the amount of federal special education dollars to be spent on private school students. The proportionate share of funding to be expended on parentally-placed private school students shall be determined by calculating the LEA's number of students with Plan Type 200/700 for studentren ages 3-21 in the prior year CALPADS EOY4 report multiplied by the SELPA-wide average share per IDEA eligible student. The SELPA wide average share per IDEA eligible student will be calculated based on the Private Share Proportionate Worksheet required by the grant. Districts will be required to sign a document acknowledging their proportionate share or an assurance if they do not have a proportionate share amount.

If an LEA has not expended its proportionate share of Subgrant Part B Federal funding for parentally placed school services in the fiscal year the money was appropriated, the LEA may carry-over the funds for a period of one additional year.

Prior to December 1 of each school year, the SBCSELPA Executive Director, in collaboration with LEA special education administrators/designees, shall engage in timely and meaningful consultation with private school representatives and representatives of parents of parentally placed private school studentren with disabilities regarding the following:

1. How parentally placed private school studentren suspected of having a disability can participate equitably; student find process.

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3200 BUDGET PLANNING PROCESS

3215 Provision of Special Education Services to Parentally Enrolled Private School Students (*Continued*)

2. How parents, teacher and private school officials will be informed of the process.
3. How the proportionate share of Subgrant Part B Federal Funds is to be expended on students parentally placed in private schools is calculated.
4. How the consultation process will occur throughout the school year.
5. Provision of services; types of services including direction and alternate service delivery mechanisms.
6. How special education and related services will be apportioned if funds are insufficient to serve all parentally placed private school studentren; how and when those decisions will be made.
7. How, if the LEA disagrees with the views of the private school officials on the types of services (whether to be provided directly or through a contract), the LEA will provide the private school officials with a written explanation of the reasons why they chose not to provide services directly or through a contract.

The SELPA/LEAs shall obtain a written affirmation signed by the representatives of participating private schools confirming that timely and meaningful consultation has occurred on an annual basis. After the annual consultation meeting with representatives of participating private schools has occurred, LEAs in the SBCSELPA that have private schools located within their boundaries shall develop follow-up guidelines regarding the special education and related services to be provided to special education eligible students enrolled in private schools in their jurisdiction. These guidelines will include the following:

1. Service location options
2. Service provider options (public school employees or contractors)
3. Types of services to be provided pursuant to service plans

EDUCATION CODE: Title 34 CFR Section 300.130-144; Title 20 USC Section 1412 (a) (A) (i)

DATE APPROVED: January 10, 2000 DATE REVISED: January 5, 2009

DATE REVISED: November 6, 2000

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3200 BUDGET PLANNING PROCESS

3217 Responsibility for Funding Calculations

The SBCSELPA Joint Powers Agency Board acknowledges the importance of provision of timely and accurate data and calculations in the development of spreadsheet information for special education fund allocations in areas including but not necessarily limited to costs associated with housing of regional classes and apportionment of special education funding pursuant to the SBCSELPA's AB 602 Fiscal Allocation Plan.

In conjunction with the above, the SBCSELPA office shall have the responsibility for the following:

- Receipt and allocation of funding to LEAs
- Collecting data for spreadsheet development
- Compiling data in spreadsheet formats, as appropriate
- Providing SBCSELPA LEA business and special education administrative personnel back-up data and methodology used for all calculations.

The SBCSELPA LEAs shall be responsible for the accuracy of the data submitted to the SBCSELPA office to be used for fiscal calculations.

The SBCSELPA LEAs shall share responsibility with the SBCSELPA office for checking the accuracy of the calculations pursuant to allocation policy guidelines.

Any data or calculation errors identified shall be corrected for the current fiscal year and shall not be applied retroactively to prior fiscal years.

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3201	BUDGET PLANNING PROCESS
3217	Responsibility for Funding Calculations

I. DISTRIBUTION OF FUNDING AND REGIONAL PROGRAM EXPENSES

The Administrative Unit will receive all special education revenues, Federal and State, in a Fund 76 as a cash-conduit for the SBCSELPA. The AU, as the Federal Grantee, will record receipt of funds and pass those funds to SBCSELPA's Fund 10.

All SBCSELPA apportionments shall be made through the SBCSELPA's Fund 10.

The SBCSELPA shall transfer funds and expenses to member LEAs based on the SBCSELPA Funding Model.

- Regional Program operators shall be reimbursed for program costs by the district of residence (DOR) member LEA for each student attending the regional program.
- The DOR shall record the regional program cost paid to the Regional Program Operator as a transfer between a district or County as appropriate.

DATE APPROVED: October 6, 2003

DATE REVISED: June 4, 2018

DATE REVISED: May 3, 2021

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- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3218 Federal Maintenance of Effort Requirement

Santa Barbara County SELPA (SBCSELPA) member local education agencies recognize that the intent of the federally mandated maintenance of effort (MOE) requirement is to ensure the provision of appropriate services for students with disabilities.

The governing board of each local education agency (LEA) of which the Santa Barbara County SBCSELPA is comprised has adopted an assurance statement regarding the maintenance of local financial effort relative to the receipt of federal special education funds. Pursuant to these locally adopted assurance statements, it is the expectation that all individual sub-grant recipient member agencies (LEAs) of the SBCSELPA shall meet the MOE requirement on a yearly basis. As each school year progresses, it shall be the responsibility of each SBCSELPA LEA to monitor expenditures for special education to assure that the LEA is on track to meeting the MOE.

LEAs shall be deemed to have met the MOE if their expenditure data meets the MOE parameters as set forth in the implementing regulations of the Individuals with Disabilities Education Act (IDEA).

If the expenditure data of an individual sub-grant recipient member LEA indicates that the MOE standard will be met only through application of the criteria outlined in Section 300.232 of the IDEA (Exception to Maintenance of Effort), SBCSELPA Executive Director shall review such data and make a recommendation to the JPA Board regarding whether the criteria for exception to MOE have been met. The JPA Board shall take action to approve or deny the recommendation of the SBCSELPA Executive Director.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such requests.

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- 3200 BUDGET PLANNING PROCESS
- 3218 Federal Maintenance of Effort Requirement (*Continued*)

In the event that the JPA Board determines that a member LEA submits a LEA Maintenance of Effort Calculation Worksheet (LMC-B) that fails to meet the IDEA budget to actual eligibility requirement to receive IDEA funds, the SBCSELPA shall document that it has withheld the LEA's allocation of federal funds until the LEA can demonstrate to the SBCSELPA and the California Department of Education (CDE) that it will meet the LMC-B requirements.

In the event that the JPA Board determines that a member LEA submits an LEA Maintenance of Effort Calculation Worksheet (LMC-A) that fails to meet the IDEA actual to actual compliance requirement, the LEA will be invoiced by the CDE directly. The LEA will have to pay back the difference between the prior actual expenditures and the most recent year's actual expenditures directly to the CDE. The LEA must use local and/or state and local funds from the current fiscal year to pay the CDE. If the LEA does not respond to three invoice requests from CDE to pay the invoice, the LEA acknowledges that the CDE will deduct funds from the LEA's next principal apportionment or apportionments until the penalty is met.

DATE APPROVED: April 5, 2004
 DATE REVISED: December 14, 2009
 DATE REVISED: October 1, 2012
 DATE REVISED: September 14, 2015

SANTA BARBARA COUNTY SELPA LOCAL PLAN

SECTION 9

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS BUDGET PLANNING PROCESS

Budget Planning Process Policies
3201 - 3218

(Revised 5-X-24)

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3200 BUDGET PLANNING PROCESS

3201 SELPA Budget

The SBCSELPA Executive Director is responsible for the Santa Barbara County SELPA's budget planning process.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding the budget planning process. The SBCSELPA Executive Director shall report his/her recommendations to include those provided from districts and/or the community to the JPA Board.

DATE APPROVED: January 9, 1987

DATE REVISED: December 12, 1997

DATE REVISED: December 14, 2009

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3200 BUDGET PLANNING PROCESS

3202 Procedures for Making Changes in Budgeting

The SBCSELPA Executive Director shall be responsible for making changes in budgetary allocations.

The SBCSELPA Executive Director may recommend budgetary allocation changes to the JPA Board for approval as deemed necessary. The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA to seek input regarding such changes.

DATE APPROVED: January 9, 1987
 DATE REVISED: December 12, 1997
 DATE REVISED: December 9, 2002
 DATE REVISED: December 14, 2009

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3200 BUDGET PLANNING PROCESS

3203 Review of Annual Budget Plan for Subsequent Year

By June 30th of each year, the SBCSELPA Executive Director shall review the proposed Annual Budget Plan and shall submit recommendations to the JPA Board. The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such recommendations.

DATE APPROVED: January 3, 1984
DATE REVISED: December 9, 2002
DATE REVISED: December 14, 2009

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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 **IV**) shall be taken off-the-top prior to distribution of the remainder of the AB 602 block grant.

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.

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3204	AB 602 Special Education Fiscal Allocation Plan (<i>Continued</i>)

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 shall be distributed to districts as indicated below.

- Federal Part B Local Assistance (PL-142) Funds (Resource 3310)

As determined by the JPA board, in addition to AB602 Base funding, an off-the-top allocation may be set aside for the SBCSELPA budget, including Mental Health services and Non-Public School Placement Cost Pool. The remainder 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 30th 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

- Out of Home Care Funding

Refer to Part XVII. Of this section (3404)

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3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

- County Property Taxes
Shall be distributed in the same manor of AB602 funds.

The funding sources listed below are available at the State level and may be accessed through special application only:

- LCI Emergency Impaction Funds
- Excess Cost Pool

IV. SPARSITY/SMALL SCHOOL DISTRICT FUNDING

Funding will be provided to the County Education Office for the direct service districts with a hold harmless adjustment equivalent to the current sparsity factor funding. The equalization process will phase out the sparsity factor over time.

Sparsity Adjustment

The Cuyama Joint Unified School District meets the criteria to be considered a sparsely populated district as that term was defined in Education Code Section 56728.6(d)(1) prior to the enactment of the AB 602 special education funding model (see Appendix E). In recognition of the additional costs of serving students in special education who attend school in Cuyama, and in order to apportion special education block grant funding allocations within the SBCSELPA to recognize the impact of these additional costs, adjustments were made to the SBCSELPA AB 602 allocation plan beginning in 2003-04.

The funded COLA rate will be applied to the prior year calculated sparsity factor to determine the sparsity augmentation for the current funding model.

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3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

Small School District Funding

Small districts shall be required to provide own special education services after the second year their enrollment exceeds the direct service district cut off size as specified in the Education Code Section 1730, et al (i.e., for elementary districts – less than 901 ADA during the preceding fiscal year, for high school districts - less than 301 ADA during the preceding fiscal year, and for unified districts - less than 1501 ADA during the preceding fiscal year). Districts have the choice to remain as a direct service district and receive special education services from the County Education Office for two years after their enrollment exceeds the size limit for being considered a direct service district.

If, during this two-year transition period, a former direct service district decides to become a non-direct service district, it will receive its per ADA special education funding directly and then may either operate its own special education programs or contract with the County Education Office or another LEA for these services. Districts transitioning from direct to non-direct service status will continue to receive the same level of funding during the two-year transition period that they would have received as a direct service district.

After a district remains above the direct service district size cut off for two years, it will henceforth be considered a non-direct service district.

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V. FUNDING FOR REGIONAL PROGRAMS OR SERVICES

All regional program costs will be charged to district/LEA of residence (DOR) on a per student basis as follows:

- Per student costs will be calculated on days of enrollment not days of attendance and shall be calculated by regional program operators for the moderate-severe programs.
- Regional program operators shall report regional program cost estimates three times annually, October 15th, January 15th* and year end close (July 15th); and April 15th for Adopted Budget.
 - *January 15th report is optional for district operators, but should be submitted if there will be a substantial change that would impact the cost of another district.
- Per student costs for July 1st through October 31st of the given school year will be calculated based on Adopted Budget Projections. Following November 1st and February 1st of a given school year the per student costs will be updated using current year estimates for regional program costs and enrollment. Reconciliation of actual regional program costs and enrollment will take place at year end close.
- At year end the per student actual daily costs will be calculated using regional program costs divided by total day of enrollment.
- The per student costs for Extended School Year will be based on actual regional program costs and enrollment. Enrollment will be based on the number of students who attend at least three days of ESY; and,

In addition, regional itinerant services shall be charged to LEAs as follows:

- Only itinerant special education services specified on the services line of the individual education plan (IEP) and listed in CALPADS shall be billable to LEAs.
- The itinerant regional program cost per student shall be calculated by the percentage the student is enrolled compared to the total minutes of all students by program/category.
- The 80% FTE regional audiologist shall be utilized to serve the needs of students with IEPs designated as deaf or hard of hearing (DHH) and shall be funded off the top of the AB 602 funding or low incidence funding as determined by JPA board.

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DHH Services:

If, based on assessment data and an IEP Team recommendation, it is determined that a DHH student requires exposure to a community of learners for purposes of FAPE, a referral shall be made to a regional DHH program.

If it is determined that the regional DHH program can offer a community of learners and that the program placement is appropriate for the student, the placement shall take place with the student being placed on the DHH SDC regional providers caseload and with support in the general education classroom for more than 50% of the day.

Regional program costs for these students will be calculated using the following:

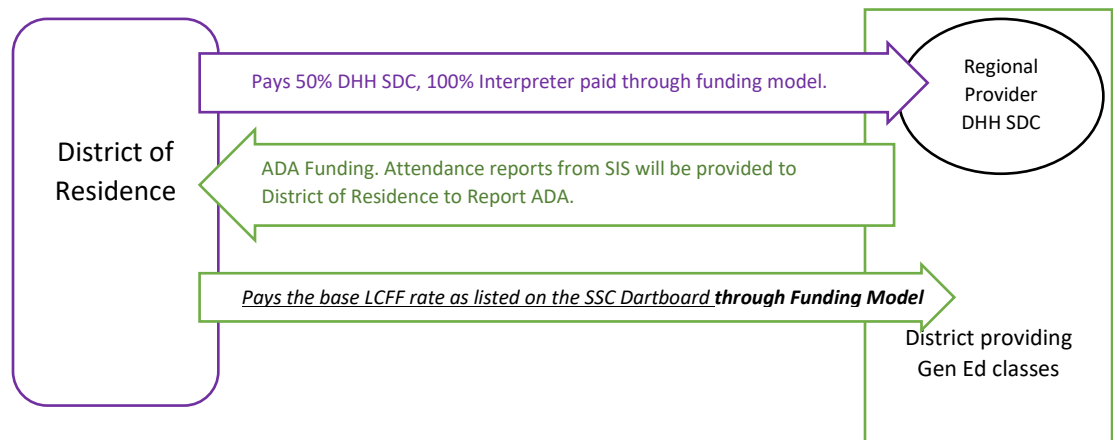
- Students on the regional DHH SDC caseload will be separated into two groups, those who are SDC students and those who are itinerant students with special education support for more than 50% of their day.
 - Costs for students on the regional DHH SDC caseload who are SDC will be calculated by using the SDC formula with all components, dividing by the total number of enrolled days to arrive at a per enrollment day cost.
 - For itinerant students with special education support for more than 50% of their day. Enrollment days for regional cost allocation shall be calculated as 50% of their number of days of enrollment in the program.
- The district of residence/accountability shall be responsible for the cost of the interpreter assigned to the student and the regional DHH SDC program based on 50% of the students' number of days of enrollment.
- For itinerant students with special education support for more than 50% of their day. The district of residence will pay the district of general ed attendance the base LCFF rate as listed on the School Services Dartboard. The district of residence will receive the ADA the student, to generate ADA revenue. This is meant to offset the cost of the itinerant student's enrollment in general education classes, while special ed funding. (Refer to figure on next page).

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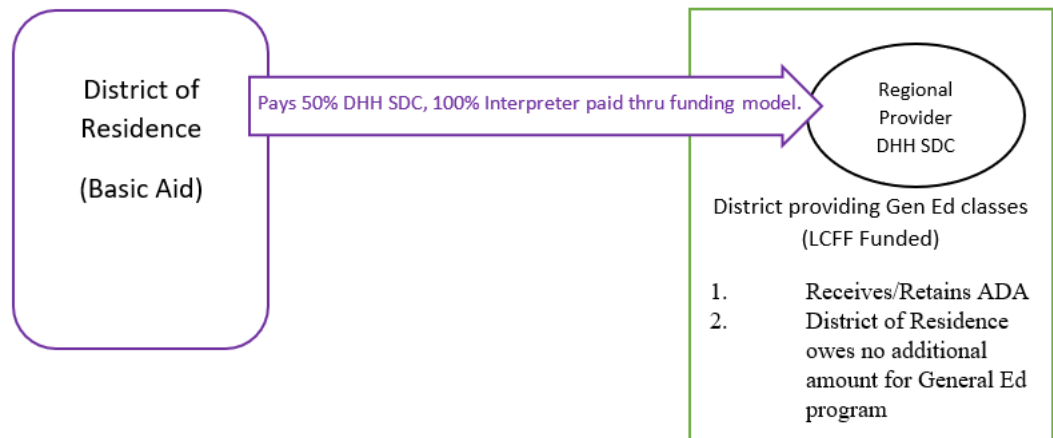
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- Exception: If the District of Residence is Basic Aid AND the district of general ed attendance is NOT Basic Aid, then the district of general ed attendance will receive the ADA funding and the district of residence will not owe the district of general ed attendance any additional amounts for the general education program.



- For the students in the regional program in general education for more than 50% of the day, the district where the program is located would maintain the primary enrollment for CALPADS and SIRAS. This will allow the general education teacher of record to take attendance and administer the SBAC. Attendance reports from SIS will be provided to the proper reporting entity based on who receives ADA above. If money is owed from District of Residence to District of Attendance, the District of Attendance will provide the District of Residence with the ADA for reporting.

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See example below:

CalPADS Student Enrollment
Reporting LEA: Orcutt Union ([AERIES](#))
School of Attendance: Ralph Dunlap
District of Residence: Lompoc

CalPADS Special Education Services ([SIRAS](#))
Reporting LEA: Orcutt Union
School of Attendance: Ralph Dunlap
District of Special Ed Accountability: Lompoc
Special Education Service Provider: County Education Office (for Itinerant services)

VI. FUNDING FOR REGIONAL PROGRAM EXPANSION AND ADDITIONAL INSTRUCTIONAL AIDES OR OTHER SUPPORT STAFF FOR REGIONAL PROGRAMS

The SBCSELPA Executive Director shall review all funding requests for expansion of regional programs or additional instructional aides or other support staff for Regional programs prior to going to the JPA Board for final approval. Requests for program expansion may include projected costs for materials required to open new classrooms such as furniture, curriculum or technology needs. Prior to purchasing new items, the regional operator will work with the district where the program is located to determine if items are currently available for use in the new program. Such consideration of funding requests ~~may~~ will be discussed with the special education administrators and business officials from districts in SBCSELPA in order to determine if there are alternative ways the staffing or material needs can be met without increasing the current number of staff members serving in the program or materials' cost to the program. An ad hoc committee review team will be designated by the SBCSELPA Executive Director on an as needed basis to advise them regarding if the funding request is appropriate and/or needs modified. Regional Program operators shall use existing funds to add instructional aides or other support staff time on an emergency, temporary basis pending approval by the JPA Board of additional instructional aides or other support staff requests.

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The SBCSELPA Executive Director may discuss the need for continued funding for regional program expansions/increased support staff with the special education administrators and business officials from districts in SBCSELPA in order to determine if there is a continued need for program increases prior to making final recommendations to the JPA Board.

The above policy is not applicable to districts operating regional programs when the majority of students (majority defined as 80% or more of the students) enrolled in the program belong to the district operating the program. If a district operating a regional program where the majority of students belong to the district feels there is a need for additional supplemental instructional assistant time to address behavior issues, they shall contact the district of residence (DOR) special education administrator of any students attending the program to consult regarding the need for supplemental instructional assistant staffing.

Factors which may necessitate additional aide or other support staff time for Regional programs include:

- Staffing ratios in individual classrooms
- The need for aides for students with low incidence disabilities
- The need for aides to assist students with severe behavior problems
- The need for aides associated with legal issues.

In deciding whether to recommend approval of funding for additional instructional aides or other support staff time to the JPA Board, the SBCSELPA Executive Director shall review the steps taken by the Regional Program operator to alleviate the problem or concern and review the supporting data required for the request prior to requesting additional instructional aides or other support staff time. Where appropriate, the criteria for fading the use of an instructional aide shall be included in the student's Behavior Intervention Plan.

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VII. REGIONAL PROGRAM COST ACCOUNTING

Local Education Agencies that operate Regional programs may claim the following costs for operation of such programs:

1. The actual cost of special education personnel (including salaries and benefits) as per the program caps reflected in Appendix B who serve the students enrolled in the Regional program(s).
2. The actual cost for support personnel as per the program caps reflected in Appendix B (including salaries and benefits) who are employed to serve the students enrolled in the program(s). Such support personnel shall include instructional aides and related service providers.
3. The costs of non-salary expenses including supplies, fieldtrips, food, fees, staff development, and instructional materials, etc., associated with operation of the program. The annual costs charged per FTE category shall not exceed the following amounts:

• SH Teacher	\$1,500.00
• SH Teacher / Community Based	\$4,200.00
• TLP SDC Teacher	\$1,500.00
• DHH SDC Teacher	\$1,250.00
• Preschool SDC Teacher	\$1,500.00
• Preschool Itinerant SDC	\$1,000.00
• Itinerant DHH Teacher	\$ 500.00
• OT	\$1,000.00
• Vision/ O & M Specialist	\$1,000.00
• Preschool Specialist	\$1,100.00
• School Nurse	\$ 750.00
• APE Teacher	\$ 750.00
• Speech Specialist	\$ 750.00
• Psychologist	\$ 750.00

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Regional Program operators shall submit annually to the SBCSELPA Executive Director and LEA Special Education Administrators a proposal of costs for testing supplies and equipment for the year going forward by April 1 of the preceding year. The SBCSELPA Executive Director and LEA Special Education Administrators will review proposed needs to determine if costs are appropriate and reasonable.

For costs associated with technology and equipment, the regional program operators shall submit a proposed technology cost plan to the SBCSELPA Executive Director for the year going forward by April 1 of the preceding year. The JPA Board shall approve all proposed costs associated with technology that will exceed the non-salary budget costs caps.

4. Indirect costs for operation of Regional programs shall be based on the current year CDE allowable rate for the operator.
5. Classified clerical support costs for regional programs shall be calculated as an average percentage of all total program costs by regional program operator as follows: (see Appendix B)
6. Administrative support costs for regional programs shall be calculated as a percentage of total program costs as follows: (see Appendix B)

VIII. HOUSING FOR REGIONAL PROGRAMS

Housing costs for regional programs shall be charged to the regional program they house. Districts providing regional housing will receive revenue for the classrooms they house through the regional funding model. Refer to Section 13 – Facilities.

IX. EXTENDED SCHOOL YEAR (ESY)

Regional program operators shall be responsible for the operation of ESY programs for all regional program students. Regional program operators shall hire classified and certificated personnel for regional ESY programs unless other mutually agreed upon arrangements are made between the regional program operator and LEAs. Regional program operators shall be responsible for the annual set-up, planning and implementation of ESY for regional program students.

Districts in the North SBCSELPA region shall annually alternate to provide housing for Pre-K ESY programs (with the exception of Guadalupe Union School District in the North).

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**X. SELPA FUNDING OF COSTS ASSOCIATED WITH DUE PROCESS /
LEGAL FEES**

Annually, at their September meeting, the JPA Board will determine how much funding, if any, will be set aside for the payment of legal fees associated with dispute resolution and costs associated with due process and how such fees will be allocated. LEAs may utilize their proportionate share of set-aside legal fee funding to pay premiums for Special Education Voluntary Coverage Program (SEVCP) through SISC or any other similar insurance program to fund costs associated with due process or legal fees related to special education.

If LEA's do not spend their allocated set aside funds, those funds shall not be carried forward.

The LEA/district shall be responsible for contracting with the SBCSELPA approved attorneys for dispute resolution/legal fees and services associated with due process or other legal fees. All payments for services shall be made by the LEA and submitted to the SBCSELPA office for reimbursement as per policy guidelines.

In cases where the LEA is requesting to access their proportionate share of SBCSELPA set aside funding to pay for costs associated with a due process case or other legal fees, they shall submit the following documentation with a written request to the SBCSELPA Executive Director:

1. A detailed copy of the expenditures (invoices, fully executed settlement agreement, etc.)
2. A brief case summary that provides a chronology of the history in the case for the past three years

In cases where the parent files for due process, the LEA must submit the following documentation prior to seeking authorization from the SBCSELPA Executive Director to access funds from their proportional share of SELPA set-aside funding for costs associated with due process:

1. Attach a copy of the OAH complaint.

The SBCSELPA Executive Director shall determine if the documentation submitted by the LEA meets the criteria for the LEA to access their proportionate share of set-aside SBCSELPA funds to pay for costs associated with due process or other legal fees within

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fifteen (15) calendar days. SBCSELPA funding shall be authorized at 100% of the request not to exceed the amount of funds the LEA has available in their proportionate share of set-aside SBCSELPA funding if the LEA has submitted all required documentation.

In circumstances where the LEA is requesting to access their proportionate share of SBCSELPA set aside funding to pay for general legal consultation related to special education, no case specific documentation shall be required. All legal consultations the LEA requests to be funded out of the LEA's proportionate share of SBCSELPA legal fees funding shall be for special education matters only.

An additional reserve of three hundred twenty-five thousand dollars (\$325,000.00) shall be set aside to fund dispute resolution legal consultation fees and costs associated with due process designated by the JPA Board when an LEA exceeds their annual allocation of SBCSELPA set-aside funding for due process legal consultation fees and costs associated with due process up to \$50,000.00 per student, per school year.

For students being served in regional programs (excluding preschool students defined as being Preschool Specialist students with mild to moderate disabilities and students served in a regional program operated by their district of residence), dispute resolution legal consultation fees and costs associated with due process shall be funded up to \$50,000.00 per student, per school year out of the \$325,000.00 reserve funding. Any remaining costs associated with due process/dispute resolution shall be funded by the district of residence. For Pre-K students being served in SBCEO Pre K Specialist program costs associated with due process shall be the sole responsibility of the student's district of residence (DOR).

The SBCSELPA Executive Director may solicit consultation from other experts as deemed necessary. No committee member shall serve when a case is presented that directly involves their LEA.

The SBCSELPA Executive Director shall be responsible for compilation of data related to the request and presentation of the case to the JPA Board.

In circumstances where a LEA has exceeded their proportionate share of set-aside funds and determines that funding of dispute resolution legal fees or costs associated with due process would result in a catastrophic financial situation, they may make a request to the JPA Board that the costs be funded out of SBCSELPA legal fee/due process reserve funding up to \$50,000.00. The request shall include a copy of financial records that reflect the status of all district funding sources and a written statement summarizing the financial impact the

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payment of the legal fees or costs associated with due process would have on the district financial situation over a three (3) year period.

Prior to the JPA Board considering requests from LEAs to access legal fee/due process reserve funding (for students enrolled in a regional program or in LEA catastrophic financial situations), the following documents shall be submitted to the SBCSELPA Executive Director:

1. A written case summary that provides a chronology of the history of the case for the past three years.
2. Most recent assessment results.
3. Documentation of educational progress/benefit from year to year for past three years.
4. IEP paperwork for the past three years.
5. Important correspondence between the parent/guardian and the LEA.
6. Evidence the district has shown due diligence in attempting to resolve the dispute prior to due process or attorney involvement.

In instances where an LEA is requesting access to reserve funding to pay for legal consultation fees and costs associated with due process due to a catastrophic financial situation, an ad hoc Dispute Resolution/Due Process Funding Committee may be designated by the SBCSELPA Executive Director on an as needed basis to advise her or him regarding if the merits in the case warrant that the case should not go forward to due process and/or be funded out of SBCSELPA legal fee/due process reserve funding.

The SBCSELPA Executive Director shall make final recommendations to the JPA Board about the merits in the case related to whether or not the case should go forward to due process and/or be funded out of SBCSELPA legal fee/due process reserve funding.

The JPA Board shall review the recommendations made by the SBCSELPA Executive Director and make the final decision about whether or not to fund a request from an LEA in part or whole up to \$50,000 out of legal fee/due process reserve funding annually. The following six areas shall be considered for funding:

1. Legal fees associated with dispute resolution prior to filing for due process

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2. Expert witness fees, to include travel costs
3. Independent assessments conducted in preparation for a hearing pursuant to recommendation from legal counsel
4. Due process resolution session, mediation, or due process order settlement costs (compensatory or reimbursement)
5. Legal defense fees
6. Parent attorney fees

The decision of the JPA Board to fund the due process case in part or in whole shall be determined based on the following criteria:

1. Merits of the case; likelihood of the LEA prevailing at 50% or more
2. Precedence setting value of the case
3. Financial reserve funds available at the time of the request

The SBCSELPA Executive Director shall consult with the LEA as needed during the dispute resolution and/or due process.

If the LEA disagrees with the decision of the JPA Board, and there is no new information in the case, the LEA may appeal the decision to not fund dispute resolution legal fees or costs associated with due process directly to the JPA Board. If the LEA disagrees with the decision of the JPA Board (based on the recommendations of the Dispute Resolution/Due Process Funding Panel), and there is new evidence and/or circumstances in the case, they may re-refer the case to the SBCSELPA Executive Director, who may designate an ad hoc Dispute Resolution/Due Process Funding Committee to advise him or her regarding the case.

In circumstances where funding of dispute resolution legal fees or the costs associated with due process exceed \$50,000 and the funding of such costs would be catastrophic to the LEA, the LEA may make an appeal to the JPA Board to exceed the \$50,000 limit from reserve funding.

The JPA Board shall annually take into consideration the past history of usage of funds allocated to districts to fund costs associated with due process to determine if certain districts

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should be assessed a higher per student rate of funds to be taken off the top of their AB 602 funding and set aside for future due process related costs.

If a case that initially involves special education matters but subsequently concerns only Section 504 issues or in all due process matters involving 504 matters, the financial responsibility of all legal fees is the responsibility of the local education agency (LEA)

XI. NONPUBLIC SCHOOL AND AGENCY COSTS

~~Federal and state funding provided for mental health IEP services and~~ AB 602 Block Grant and/or Federal funding will be set aside in the Santa Barbara County SELPA (SBCSELPA) Budget shared cost to pay the costs of LEA nonpublic school placements (NPS) made via an IEP decision as specified below For students found eligible for special education as emotionally disturbed (ED) who are placed in a nonpublic school (NPS) placement due to mental health related concerns shall be funded as follows:

- Only the residential treatment and mental health costs will be eligible for payment through SBCSELPA shared mental health funding as per the funding formula specified in this policy
- SBCSELPA to fund one slot for LEAs with ADA of 5,000 or less at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- SBCSELPA to fund a second slot for LEAs with ADA of 5,001-7,000 at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.
- SBCSELPA to fund a third slot for LEAs with ADA of 7000 or more, not to exceed a total of 3 SBCSELPA funded slots in any given year for LEAs who serve students in grades K-8 at 100% for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 months.
- LEAs who serve students in grades 9th-12th shall receive one additional SBCSELPA funded NPS slot per year at 100% of one placement for the first year/12 months, 50% for the second year/12 months, and 30% for the third year/12 month.
- Santa Ynez Valley Special Education Consortium LEAs and SBCEO Direct Service LEAs shall each be treated as one LEA for purposes of this policy.

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- Once the NPS (residential or non-residential) placement costs exceed the set aside SBCSELPA mental health funding in a given school year, any ongoing future excess costs incurred at the SBCSELPA level will be billed back to districts proportionately by total days each district had a student in a NPS placement throughout the school year. These excess costs will be calculated at the current fiscal year end and will be billed back to the districts.

Placements will be funded as stipulated above in the order the students are placed and shall not be based on the cost of placement.

SBCSELPA will not have oversight for but shall be required to be involved in the IEP decision making placement process of mental health related NPS student placements that exceed the above stipulated caps and are funded 100% by the LEA in order for the placement to be considered for potential future payment out of SBCSELPA shared funding. The funding of costs associated with LEA NPS placements will be reviewed annually concurrent with the Second Interim Report.

All other LEA NPS placements made via an IEP decision shall be funded by SBCSELPA shared costs as follows:

- SBCSELPA fund 70% and LEA/district of residence 30% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the first year of placement or first 12 months.
- SBCSELPA fund 50% and LEA/district of residence 50% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the second year of placement or second 12 months.
- SBCSELPA fund 30% and LEA/district of residence 70% of a non-mental health NPS placement that meets the criteria to be paid for out of SBCSELPA shared funding the third year of placement or third 12 months.

Any NPS placement that continues beyond three years is to be funded 100% by the LEA/district.

For students, that transition from one LEA/district of residence within the SBCSELPA to another, SBCSELPA shall begin funding the placement at 50% and LEA/district of residence 50% for a non-mental health NPS placement that meets the criteria to be paid for

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out of SBCSELPA shared funding the first year the student is enrolled in the new district unless the student is in the first year of their placement. If the student is in their first 12 months of placement, 70% shall be funded by SBCSELPA shared funding and 30% by the LEA/district of residence for non-mental health NPS placements and 100% for mental health NPS placements.

A year of placement is defined by the initial start date of the NPS services to subsequent year one year later.

All nonpublic school and agency placements require the involvement of the SBCSELPA Executive Director or designee in the IEP process, as well as final approval from the JPA Board, in order for SBCSELPA shared cost funding for these services to be provided. The SBCSELPA Executive Director must agree that the placement meets the criteria for the NPS placement to be funded out of SBCSELPA shared funding. Placement of a student in a NPS with or without a residential treatment center placement (RTC) that is funded in whole or in part by SBCSELPA shall be reviewed via an IEP team meeting a minimum of every six months to determine if the placement continues to be the most appropriate placement for the student and to plan for transition to less restrictive environment as appropriate. A placement shall continue to meet criteria for SBCSELPA share funding as per the allocation formula if the IEP continues to recommend the NPS or NPS/RTC as a Free and Appropriate Public Education (FAPE).

Approval for funding of NPS placements out of SBCSELPA shared funding will not be granted if the LEA has not practiced due diligence and exhausted the continuum of least restrictive placements available within the LEA or SBCSELPA prior to the IEP team recommending a NPS placement as FAPE. The JPA Board may approve exceptions to this requirement if it is deemed that an “urgent” situation exists, and it is not appropriate for the IEP team to place a student in a least restrictive placement option prior to recommending an NPS placement. Final approval from the JPA Board is required in order for any NPS placement to be funded out of SBCSELPA shared funding. The following must occur prior to an LEA making a referral for consideration of an NPS placement to be funded out of SBCSELPA shared funding at an IEP meeting:

1. A Request to SBCSELPA to Access nonpublic school (NPS) Funding form must be submitted to the SBCSELPA Executive Director.

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2. A three-year case history must be submitted by the LEA special education administrator to the SBCSELPA Executive Director with attached IEP's and assessments prior to the request and IEP to determine if a referral to an NPS should be considered as an offer of FAPE (except in situations deemed "urgent" as specified above).
3. Within 50 days of a signed Assessment Plan that designates an assessment of need for NPS placement, the LEA shall schedule a meeting to include the SBCSELPA Executive Director, the LEA Special Education Administrator, and the SBCSELPA Mental Health Specialist (if deemed needed) to discuss the case.
4. For non-mental health eligible students, a conference between the SBCSELPA Executive Director, LEA administrator, and Regional program operator (if applicable) shall occur prior to the IEP to go over the case where their LEA is requesting SBCSELPA consideration for payment.

In order for ongoing SBCSELPA shared funding to be provided for an NPS student placement, the LEA must commit to do the following:

1. Submit a Referral for Consideration of SBCSELPA Funding for NPS Placement to SBCSELPA.
2. Draft an assessment plan for assessment of need for NPS out of home placement. Forward a copy of the assessment plan to SBCSELPA in order for SBCSELPA Mental Health Specialist to participate with the LEA in the assessment process. Complete assessment prior to making referral for NPS placement at an IEP.
3. Ensure that the student has access to any state mandated assessment, to include alternate assessments when appropriate.
4. Actively participate in IEPs and provide appropriate IEP paperwork for each six-month IEP or other reviews as mandated by the IEP team. It is required that a LEA SPED administrator, psychologist, special education teacher, and regular education teacher (when transition back to a district or regional program is being considered) attend NPS IEP meetings. For high school age students, it is also required that a school counselor attend IEP meetings in order to speak to graduation requirements, etc.

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5. Work collaboratively with SBCSELPA Executive Director to transition the student back to a placement within the continuum of options available in the SBCSELPA.

The SBCSELPA shall fund a total of four round-trip nonpublic school visits per school year (i.e., parent/guardian trip to visit student or student travel to visit home, etc.). Any visits above and beyond this limit shall be an IEP team decision and are the fiscal responsibility of the district of residence (DOR). All student travel for a home visit must be recommended by the IEP team as part of the transition process for the student to return to a less restrictive environment (LRE) in their home community. SBCSELPA shall fund the costs associated with required supervision or transport to bring the student home. The costs of travel required for students placed in nonpublic schools shall be paid by SBCSELPA at the same proportional rate as the NPS placement.

The parent/guardian must be a resident of Santa Barbara County at the time of the requested travel and must adhere to the SBCSELPA NPS travel guidelines.

In the event that it is determined there will be a funding shortfall for payment of a mental health or non-mental health NPS placements at the SBCSELPA level as set forth in this policy in any given school year, any future placements shall be funded by the placing LEA/district of residence. If there is a SBCSELPA ending balance at the end of the year, or a student transitions back and funding becomes available, the LEA may submit a request for reimbursement to the SBCSELPA. Payment will be made in the order the student was placed.

In the event that a LEA/district depletes all of their mental health funding and determines the cost of the NPS placement will create a financial hardship, at the end of the school year, the LEA/district may request that JPA Board review the case and to determine if there is potentially other SBCSELPA level shared funding sources to assist the LEA/district with the cost of the placement. Documentation of the financial hardship shall be provided to the JPA Board.

XII. SELPA BUDGET

Allocations to the SBCSELPA Budget from the block grant to cover the cost of SBCSELPA services will include:

- Fixed allocations as authorized by the JPA Board in an amount sufficient to fully fund anticipated SBCSELPA-level expenditures for the upcoming school year. This amount is subject to the annual COLA.

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3000 BUSINESS AND NON-INSTRUCTIONAL OPERATION

3200 BUDGET PLANNING PROCESS

3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

The SBCSELPA Budget will also include the following additional income sources:

- Regionalized Services Income amount from AB602 block grant
- 2.569% of IDEA Section 619 Preschool Grant Resource 3315 K-12
- Federal and State funding for IEP Mental Health services as designated by the Board
- Out of Home Care Foster Youth and Reallocated savings will be used to fund Mental Health services and the Non-public school excess cost pool.

In the event that the above allocations for the SBCSELPA budget are insufficient to cover all anticipated expenditures, the JPA Board may take action to increase the fixed allocation to be provided to the SBCSELPA and/or utilize funding set aside for district costs associated with due process.

If the SBCSELPA budget reserves reach levels that exceed what is determined to be necessary for prudent budget planning, the JPA Board may authorize a rebate to the SBCSELPA local education agencies that operate special education programs based on each LEA's share of the total SBCSELPA ADA, excluding regional SDC students.

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.

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3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

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.

Every Small LEA with LI students, defined as LEAs with less than 5,000 ADA, will be allocated \$5,000 after off-the-top expenses. The remaining LI funds will be distributed to all LEAs in proportion to current year CALPADS Fall 1 LI student counts.

By September first of each fiscal school year, SBCSELPA will review LI expenditures. Ending balances from SBCSELPA's LI prior year allocation shall go into a shared pool. Any LEA that can demonstrate they have a shortage of LI funding in a given year to cover LI student may submit a request with documentation to the SBCSELPA by June first of the current school year in order to access shared pool LI funding that may become available. Requests must be approved by the JPA Board. If there is SBCSELPA level shared pool LI funding remaining after all prior year LEA expenses are funded, it will be allocated out to SBCSELPA member LEAs by based on numbers/percentages of students identified as low incidence (LI) in the current year.

If a student with a low incidence disability, receives services from an LEA other than the district of residence (DOR), the non-district of residence LEA that provides the service shall collaborate with the special education administrator of the DOR in order to access low incidence funding to purchase needed equipment, materials, or services. The special education administrator of the DOR shall consent in writing all requests to purchases or to seek reimbursement for low incidence equipment, materials, or services. The purchasing district may submit for reimbursement from SBCSELPA utilizing the Low Incidence allocation of the DOR.

The non-district of residence providing low incidence service to a student shall be responsible for assisting the DOR with purchasing any IEP designated incidence equipment, materials, or services and maintaining the inventory of any low incidence equipment purchased on behalf of a student.

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3204 AB 602 Special Education Fiscal Allocation Plan (*Continued*)

The Annual Budget Plan asks for estimated expenditures for:

1) Supplemental Aides and Services in a regular classroom (SACS Function 1130)

2) Low Incidence Expenditures

LEAs will report their estimated expenditures for the following fiscal year. LEAs should consider utilizing codes to specify Low Incidence expenditures for services or personnel in order to have estimates for the Annual Budget Plan. There is no specific SACS code for Low Incidence, so it would need to be LEA defined

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
- 3) Student Count as of April 1st 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 and Reallocated savings – will be used to fund Mental Health services and the Non-public school excess cost pool.
- b) STRTP – distributed to districts based on proportion of days students with IEPs were enrolled in a STRTP and/or Group Homes in their district/total SELPA enrollment days of students with IEPs in STRTP programs and/or Group Homes.

Districts will report days of attendance in STRTPs and/or Group Homes in their district from June 1st – May 31st. The overlap in school years will allow LEAs to submit their final billing each year by June 30th 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.

XIX. PRESCHOOL EQUALIZATION

Beginning in 2018-2019, Federal Preschool Local Entitlement (3320) will be rolled into the Federal Local Assistance Entitlement (3310). In order to continue to provide preschool funds to districts that provide services to preschool age student (through contracts or district provided), the equivalent value provided in the Preschool Grant 3320 in the 2017-18 school year will be deducted from Federal Local Assistance Entitlement and distributed to non-charter elementary districts by grades K-6 ADA. Federal COLA increases will be added each year.

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3204 AB 602 Special Education Fiscal Allocation Plan *(Continued)*

DATE APPROVED: <u>January 8, 1999</u>	DATE REVISED: <u>June 6, 2011</u>
DATE REVISED: <u>February 5, 1999</u>	DATE REVISED: <u>October 3, 2011</u>
DATE REVISED: <u>June 4, 1999</u>	DATE REVISED: <u>December 5, 2011</u>
DATE REVISED: <u>October 4, 1999</u>	DATE REVISED: <u>February 6, 2012</u>
DATE REVISED: <u>December 21, 1999</u>	DATE REVISED: <u>October 1, 2012</u>
DATE REVISED: <u>January 11, 2000</u>	DATE REVISED: <u>December 10, 2012</u>
DATE REVISED: <u>February 8, 2000</u>	DATE REVISED: <u>May 6, 2013</u>
DATE REVISED: <u>March 6, 2000</u>	DATE REVISED: <u>September 9, 2013</u>
DATE REVISED: <u>October 9, 2001</u>	DATE REVISED: <u>October 7, 2013</u>
DATE REVISED: <u>December 10, 2001</u>	DATE REVISED: <u>December 6, 2013</u>
DATE REVISED: <u>April 24, 2002</u>	DATE REVISED: <u>May 5, 2014</u>
DATE REVISED: <u>June 3, 2002</u>	DATE REVISED: <u>June 2, 2014</u>
DATE REVISED: <u>January 6, 2003</u>	DATE REVISED: <u>December 1, 2014</u>
DATE REVISED: <u>March 20, 2003</u>	DATE REVISED: <u>January 12, 2015</u>
DATE REVISED: <u>May 5, 2003</u>	DATE REVISED: <u>June 15, 2015</u>
DATE REVISED: <u>December 1, 2003</u>	DATE REVISED: <u>October 5, 2015</u>
DATE REVISED: <u>September 13, 2004</u>	DATE REVISED: <u>December 7, 2015</u>
DATE REVISED: <u>November 3, 2004</u>	DATE REVISED: <u>January 11, 2016</u>
DATE REVISED: <u>December 6, 2004</u>	DATE REVISED: <u>June 6, 2016</u>
DATE REVISED: <u>March 7, 2005</u>	DATE REVISED: <u>September 12, 2016</u>
DATE REVISED: <u>October 3, 2005</u>	DATE REVISED: <u>October 3, 2016</u>
DATE REVISED: <u>December 5, 2005</u>	DATE REVISED: <u>December 5, 2016</u>
DATE REVISED: <u>March 7, 2005</u>	DATE REVISED: <u>June 5, 2017</u>
DATE REVISED: <u>May 1, 2006</u>	DATE REVISED: <u>October 2, 2017</u>
DATE REVISED: <u>July 3, 2008</u>	DATE REVISED: <u>November 6, 2017</u>
DATE REVISED: <u>November 3, 2008</u>	DATE REVISED: <u>June 4, 2018</u>
DATE REVISED: <u>February 2, 2009</u>	DATE REVISED: <u>October 1, 2018</u>
DATE REVISED: <u>May 4, 2009</u>	DATE REVISED: <u>November 1, 2021</u>
DATE REVISED: <u>September 14, 2009</u>	DATE REVISED: <u>August 29, 2022</u>
DATE REVISED: <u>November 2, 2009</u>	DATE REVISED: <u>February 6, 2023</u>
DATE REVISED: <u>December 14, 2009</u>	DATE REVISED: <u>May 1, 2023</u>
DATE REVISED: <u>May 3, 2010</u>	DATE REVISED: <u>June 5, 2023</u>
DATE REVISED: <u>October 4, 2010</u>	DATE REVISED: <u>December 4, 2023</u>
DATE REVISED: <u>January 10, 2011</u>	DATE REVISED: <u>June X, 2024</u>

APPENDIX A
Santa Barbara County SELPA Funding Plan
Annual Event Schedule

		First Quarter		Second Quarter		Third Quarter		Fourth 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 th Quarter data due to SELPA by:
Event									
Regional Itinerant VH, O&M, DHH, OT, Pre-K Specialist	Enrollment	3rd Friday of October	October 31st	3rd Friday of January	January 30th	4th Friday of March	April 15 th Adopted Budget	June 30 th	July 6th
Regional SDC Mod-Severe Elem, Mod-severe Second., DHH, Preschool, Court and Comm. TLP Level 1, TLP Level 2	Enrollment		October 31st	Operators provide enrollment data July 1 st – December 31 st	January 15th	Operators provide year to date enrollment	April 15 th Adopted Budget	Operators provide year to date enrollment	July 15th
Program Cost updates	Expenses		October 15th	January 15th (Optional for District Operators; Submit if significant financial changes that would affect another district)			April 15 th Adopted Budget		July 15th
ESY Actual data	Enrollment & Expenses		September 1st						
Prior Year Adjustments	Expenses		September 30th						
AB602 CDE Exhibits						Feb			Late June- Mid July
Funding Model Updates				Nov		Feb	April		Aug
				Calculated with prior year P-2 Funded ADA		Calculated with prior year Funded P-2 ADA			Calculated with current year AB602 Funded P-2 ADA

DATE REVISED: October 1, 2012 DATE REVISED: November 6, 2017

9-28

DATE REVISED: June 5, 2023

APPENDIX B

Regional Class Program Operational Guidelines

1. It shall be the responsibility of the SBCSELPA Executive Director to recommend to the JPA Board the establishment of additional regional classes if new regional classes are needed.
2. It is recommended that regional operators adhere to the established related services support staffing levels specified in this policy.
3. It is recommended that regional operators adhere to established class size and instructional aide guidelines as is necessary to effectively implement IEPs. If a program drops to sixty percent (60%) or below the established class size and the Board determines the program shall remain open, the regional operator shall meet with the SBCSELPA Executive Director and special education administrators to discuss if it is feasible to potentially reduce instructional assistant time in the program. The SBCSELPA Executive Director may designate a committee comprised of persons that do not have a conflict of interest to go observe a regional program to make recommendations regarding potential staffing reductions if deemed needed. Any decisions to reduce staffing shall occur within 60 days after the Board determines the program shall remain open (see Attachment 2).
4. Nursing costs for itinerant regional students are not part of regional costs (i.e., vision and hearing screenings).
5. Costs for regional class operations will be determined by grade level and program type including:
 - aide support
 - class size
 - related services support
 - support costs
6. Indirect costs for operation of regional programs the current year CDE allowable rate for the operator.
7. Districts proposing to take over operation of regional programs or to take back programs for only their students who are currently served in a regional program must give notice of such intention to the SBCSELPA and regional program provider prior to July 1 of the fiscal year preceding the school year of the requested program transfer unless otherwise agreed upon by the current regional program operator and district proposing to take back services as specified in education code.
8. If new instructional aides or other support staff are deemed needed in regional programs due to increased enrollment above recommended staffing levels, regional operators shall submit to the SBCSELPA Executive Director a request for increased staffing. Regional operators shall also request the assistance of the SBCSELPA Executive Director, and a committee comprised of the special education administrators and business officials from districts in SBCSELPA in brainstorming other solutions to unique staffing needs. The SBCSELPA Executive Director shall make final recommendations to the JPA Board.

9. Necessary related services for students who receive regional itinerant deaf and hard of hearing (DHH) or visual handicapped (VH) support but who are not enrolled in a regional SDC program shall be provided by the student's district or residence.
10. Funding for sign language interpreters to facilitate participation of students with hearing impairments in school-sponsored extracurricular activities (including those taking place during periods of school vacation) shall not be considered an acceptable regional program expense and the district of residence (DOR) shall be responsible for all costs.
11. Funding for regional sign language interpreters that serve student(s) enrolled in a special day class deaf and hard of hearing (DHH) program shall be billed as part of the regional class expense. Interpreters for students on SDC Caseloads who are in a general ed classroom for more than 50% of the day will be billed to the DOR and not included in the Regional DHH SDC program expenses.
12. Funding for regional itinerant sign language interpreters that serve a LEA/district student(s) at their DOR and are not enrolled in a special day class DHH program shall be the fiscal responsibility of the DOR of each student served and be cost neutral to the regional operator. The regional program operator shall calculate the costs associated with regional itinerant sign language interpreters as a separate line item in the regional DHH program billing. The billing shall list the student name, dates served, daily time of service, and location of services. The total costs shall be for the duration of the interpreter's annual contract in order to ensure that regional program operators do not incur costs for which they are not reimbursed.

DATE REVISED: October 4, 2010
 DATE REVISED: June 6, 2011
 DATE REVISED: October 5, 2015
 DATE REVISED: December 7, 2015
 DATE REVISED: December 5, 2016
 DATE REVISED: November 1, 2023

APPENDIX B – Attachment 1

Recommended Related Services FTE Support for Regional Programs by Program Type

PROGRAM TYPE	Mod/Severe Elementary	Mod/Severe Secondary	Preschool SDC	TLP	DHH SDC	Itinerant HH/VH	Preschool Specialist	JCCS RSP/SDC
Psychological / Behavioral Services	.20	.10 - .25	.30	.70 (Psych/MH /BCBA combined)	.30	.05	.15	.375
Related Services Nurse	.05	.05	.05	.025	.015	.015	.02	.025
Speech/Language	.10 - .20	.10	.20 - .40	.05	*.20	0	0	.025
Vocational Education	0	.15	0	.10	0 (pre k – 8 th) .10 (9 th up)	0	0	0 (pre k – 8 th) .10 (9 th & up)
Adaptive P.E.	.10	.05	.20	.05	.10	0	.025	0
TOTAL	.325 - .435	.335 - .555	.75 - .95	.925	.40 - .50	0	.075	.21 - .31

1.00 = Full time per class

.50 = 2½ days per week per class

.20 = 1 day per week per class

.10 = ½ day per week per class

.05 = ¼ day per week per class

Note: Regional Program operators shall be allowed line-item discretion (by staff type) when planning for the allocation of funding to cover costs of related services support staff and submitting expenditure reports to SBCSELPA

REVISED: January 9, 2012

REVISED: May 6, 2013

REVISED: October 7, 2013

REVISED: October 5, 2015

REVISED: December 7, 2015

REVISED: October 2, 2017

REVISED: March 4, 2019

REVISED: August 31, 2020

APPENDIX B – Attachment 2

Recommended Staffing Levels for Regional Programs

Regional Programs	Recommended Average Class Size/Caseload Per 1 FTE	Recommended Daily/Weekly Classroom Support Provider Hours
TLP		
K-6	8-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support 6 hours BCBA support 8 hours of school psychologist support
7 – 8	* 10-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support; 6 hours BCBA support; 8 hours of school psychologist support
9 - 12	* 10-12	Daily: <ul style="list-style-type: none"> 12 hrs. behavior aide support (two 6 hr. behavior aides) Weekly: <ul style="list-style-type: none"> 20 hours of Mental Health therapist support or .50 FTE 6 hours BCBA support; 8 hours of school psychologist support or .20 FTE
Pre. Specialist Inclusion	32	6 hrs. per teacher
Severe/Profound		
Pre. SDC	8-9 ½ day class size	12 hrs. (2 aides per 3 hr ½ day session)
Pre-K Autism	8 5 hr. day	15 hrs. (3 aides)
K-3	8-9	18 hrs.
4-6	8-10	18 hrs.
7-8	8-10	18 hrs.
9-12	8-10	18 hrs.
18-22	8-10	18 hrs.
9-32		

VH Itinerant	15-18	8 hrs. Brailist
O & M	15-18	Shared 6 hour aide w/VH Itinerant
Occupational Therapy	**20-30 (Direct service consults count toward caseload numbers: 2 direct service consults = 1 direct service)	N/A

Regional Programs	Recommended Average Class Size/Caseload Per 1 FTE	Recommended Daily Classified Support Provider Hours Total (aide, aide interpreter, interpreter)
DHH		
Pre. Itinerant	6-8 ½ day caseload	0 hrs.
Pre. SDC	6-8 ½ day class size	6 hrs (2 aides per 3 hr. ½ day session)
Prim. SDC	6-9	9 hr. (1:3 hr. aide + 1:6 hr. aide)
(3) 4-6	9-12	12 hr.
7-8	9-12	12 hr.
9-12	9-12	6 hr.
***Pre K-12 Itinerant and Full Inclusion	12-18	Classified staff hours to be determined by student population and location and reported to SBCSELPA

*These recommended staffing levels are for regional TLP students who are in the TLP classroom for 50% or more of their day, unless the IEP team developed a transition plan in order to transition the student back into general education.

**Mileage in excess of 300 miles monthly is to be considered.

***LEA must report the name of DHH classified staff, position, hours and student name when submitting regional program expenditure report to SBCSELPA.

All recommended staffing levels are “recommendations only”; if regional program enrollment exceeds the recommended levels, regional program operators shall request assistance of the SBCSELPA Executive Director to seek advisement regarding solutions from LEA special education administrators and business officials. The SBCSELPA Executive Director shall make recommendations to the JPA Board for staffing or program increases as deemed appropriate.

10/3/2011

DATE REVISED: May 7, 2012

DATE REVISED: May 6, 2013

DATE REVISED: May 4, 2015

DATE REVISED: October 2, 2017

DATE REVISED: September 10, 2018

Appendix B – Attachment 3
Allowable Regional Program Administrative & Classified Clerical
Support Charges (percentage to total program cost)

PROGRAM	COUNTY OFFICE SBCEO	DISTRICT
Severely Handicapped (SH)		
Administrative	4.7%	4.2%
Classified Clerical	2.9%	1.9%
GROW		
Administrative	0.0%	20% of On-Site Administrator
Clerical	0.0%	1.9%
Deaf and Hard of Hearing (DHH) SDC		
Administrative	4.3%	3.5%
Clerical	2.9%	1.9%
Pre-K		
Administrative	5.1%	3.8%
Clerical	2.9%	1.9%
Deaf and Hard of Hearing (DHH) Itinerant		
Administrative	5.2%	3.9%
Clerical	2.9%	1.9%
Occupational Therapy (OT)		
Administrative	5.8%	4.5%
Clerical	3.4%	1.9%
VH O&M		
Administrative	4.7%	3.9%
Clerical	2.9%	1.9%
Pre-K Specialist		
Administrative	4.6%	3.3%
Clerical	2.9%	1.9%
Court & Community		
Administrative	3.1%	NA
Clerical	2.9%	NA

APPROVED: June 6, 2011
 REVISED: March 5, 2012
 REVISED: February 2, 2015

REVISED: June 5, 2017
 REVISED: May 5, 2023

APPENDIX C

Fiscal Allocation Plan Calculation Detail for Extended School Year

LEAs shall be responsible for the set up and operation of ESY programs for non-regional program students enrolled in their LEA.

ESY regional program costs shall be funded by the districts of residence of students served by the program.

Reimbursement to regional program ESY staff members for student related expenses including supplies, food, duplicating/ copying, and transportation for field trips shall not exceed \$100.00 per teacher and \$50.00 per DIS provider.

ESY regional programs shall be housed at the same location they are housed during the regular school year unless other mutually agreed upon arrangements are made between the district providing housing and the regional program operator. The following costs shall not be reimbursed to districts as part of providing housing for ESY regional programs:

- Rental, custodial or utilities fees charged for ESY classroom use
- Indirect costs

DATE REVISED: November 7, 2005

DATE REVISED: May 4, 2009

DATE REVISED: June 1, 2009

DATE REVISED: May 3, 2010

DATE REVISED: December 6, 2014

APPENDIX E

Definition of Sparsely Populated Districts

The following section of the Education Code is taken from the 1997 California Special Education Programs Composite of Laws. It reflects Education Code language describing special education funding under the J-50 funding system, prior to Education Code amendments that resulted in implementation of the AB 602 funding legislation.

E.C. 56728.6 (d) (1)

(A) Sparsely populated districts are school districts that meet one of the following conditions:

- (i) A school district or combination of contiguous school districts in which the total enrollment is less than 600 students, kindergarten and grades 1 to 12, inclusive, and in which one or more of the school facilities is an isolated school.
- (ii) A school district or combination of contiguous school districts in which the total student density ratio is less than 15 students, kindergarten and grades 1 to 12, inclusive, per square mile and in which one or more of the school facilities is an isolated school.

(B) Isolated schools are schools with enrollments of less than 600 students, kindergarten and grades 1 to 12, inclusive, that meet one or more of the following conditions:

- (i) The school is located more than 45 minutes average driving time over commonly used and well-traveled roads from the nearest school, including schools in adjacent special education local plan areas, with an enrollment greater than 60 students, kindergarten and grades 1 to 12, inclusive.
- (ii) The school is separated, by roads that are impassable for extended periods of time due to inclement weather, from the nearest school, including schools in adjacent special education local plan areas, with an enrollment greater than 600 students, kindergarten and grades 1 to 12, inclusive.
- (iii) The school is of a size and location that, when its enrollment is combined with the enrollments of the two largest school within an average driving time of not more than 30 minutes over commonly used and well-traveled roads, including school in adjacent special education local plan areas, the combined enrollment is less than 600 students, kindergarten, and grades 1 to 12, inclusive.
- (iv) The school is the one of normal attendance for a severely disabled individuals, as defined in Section 56303.5, or an individual with a low-incidence disability, as defined in Section 56026.5, who otherwise would be required to be transported more than 75 minutes average one-way driving time over commonly used and well-traveled roads, to the nearest appropriate program.

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3207 Methodology for Counting Students with Low Incidence Disabilities and
Allocating Low Incidence Funds

Refer to Policy 3204 Part XV.

EDUCATION CODE 56206

DATE APPROVED: September 5, 1997

DATE REVISED: December 9, 2002

DATE REVISED: June 6, 2016

DATE REVISED: February 6, 2023

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3208 Closure of Regional Programs or Program and Service Transfers

1. The SBCSELPA Executive Director shall consider closure of a regional class/program by January 15th of the year preceding the potential closure when the number of students drops below sixty percent of the recommended SELPA Plan caseload. Such consideration shall be reviewed by a committee designated by the SBCSELPA Executive Director to include the regional program operator, special education administrator, affected LEA special education administrators (from both LEAs of current students served and sending LEAs in the following school year), and at least one or more parent(s) of a student served in the program. The committee shall consider the following when making recommendations regarding potential closure of a regional class/program:
 - Historical class size data for past two years
 - Projected class size for next two future years
 - Age span of students
 - Purpose and intent of the class/program
 - Other viable options that provide FAPE in LRE and most appropriate setting
 - Parent input
 - Fiscal impact of closing the class/program versus keeping it open

Recommendations from the committee shall be discussed with the special education administrators and business official from districts in SBCSELPA in order to determine it is feasible to close the regional class/program and continue to meet student IEP needs.

The SBCSELPA Executive Director shall make final recommendations for closure of regional classes/programs to the JPA Board.

2. The SBCSELPA Executive Director shall consider an LEA's request for closure of a regional class/program when such request is put in writing and forwarded to the SBCSELPA Executive Director by September 1 of the year preceding the proposed regional class/program closure. Such consideration

SANTA BARBARA COUNTY
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3200 BUDGET PLANNING PROCESS

3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

shall be discussed with the district and a committee comprised of the special education administrators and business official from districts in SBCSELPA in order to determine it is feasible to close the regional class/program and continue to meet student IEP needs. The LEA and SBCSELPA Executive Director shall also ensure that there has been involvement and representation of parents of all affected students and staff (e.g., special and non-special education teachers, itinerant specialists, administrators, and classified) in the planning process. The SBCSELPA Executive Director shall make final recommendations for closure of regional classes/programs to the JPA Board.

3. The SBCSELPA Executive Director shall consider a LEA's request (sending or receiving) to transfer program(s) and service(s) (in whole or in part) when the sending or receiving agency has informed the other agency and the SELPA prior to the first day of the second fiscal year beginning after the date on which the transfer will take place unless both LEA's involved unanimously approve that the transfer take place on the first day of the first fiscal year following that date. The SBCSELPA Executive Director shall make final recommendations regarding program and service transfer requests (in whole or in part) to the JPA Board.
4. If an LEA requests (sending or receiving) to transfer program(s) and service(s) (in part or in whole) less than a year and a day prior to the proposed transfer, a written letter of request shall be made to the administrator of the current program operator and SBCSELPA Executive Director prior to a final recommendation going forth to the JPA Board. The SBCSELPA Executive Director shall receive confirmation in writing from the current program operator that they approve the requested date of transfer in part or in whole.
5. The LEA requesting program and service transfers certifies that the agency will comply with all applicable requirements of federal and state laws and regulations and special education local plan area policies, including compliance with the Individuals with Disabilities Education Act, Section 504 of Public Law, and the provisions of the California Education Code prior to the transfer. Specifically, the receiving LEA/District shall provide

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3200 BUDGET PLANNING PROCESS

3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

the Board a detailed program transfer plan that includes all of the following:

- Evidence student needs within the SBCSELPA can be met
- Evidence availability of a full continuum of services to affected students has been considered
- Evidence continuation of current IEPs of affected students has been considered
- Evidence provision of services and least restrictive environment (LRE) for affected students has been considered
- Evidence of maintenance of all IEP support services has been considered
- Assurance statement that there will be compliance with all federal and state laws and regulations and SBCSELPA policies
- Evidence parents and staff were represented in the planning process for both the sending and receiving LEA
- Evidence of an agreed upon plan between sending and receiving LEAs for transfer of equipment
- Proposed plan for facilities
- Certification of the receiving LEA's governing board

6. When a reorganization (including the closure of a regional class/program or program and service transfer) of special education programs under the Local Plan results in the termination, reassignment, or transfer of an employee, certificated and classified employee rights shall be determined in accordance with applicable statutes. (See Ed. Code § 44903.7, 45120.2.)

An ad hoc committee review team may be designated by the SBCSELPA Executive Director on an as needed basis to advise her or him regarding potential regional class/program closures or program and service transfers.

This team may at the discretion and direction of the SBCSELPA Executive Director, review significant data regarding the regional class/program and/or

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3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

make an on-site study prior to making a written recommendation to the SBCSELPA Executive Director as to its findings:

1. Projected class size based on the CALPADS Fall 1 of the past 3 years and current enrollment shall be considered in the case of a recommendation for a regional class/program closure or program and service transfers
2. Student needs
3. Exceptional circumstances such as population, sparsity and low incidence disabilities shall also be considered in order to assure the availability of the full continuum of service to affected students
4. The functional continuation of the current individualized education programs of all affected students. The team must assure that the affected students' IEPs, to include appropriate support services, can be appropriately implemented in another setting in the case of a regional class/program closure or program and service transfer
5. The provision of services in the LRE from which the affected students can benefit
6. The assurance that there will be compliance with all federal and state laws and regulations and special education local plan area policies
7. The means through which parents and staff will be represented in the planning processes
8. If it is a request to close a regional class/program or to transfer program(s) and service(s), consideration shall be given to whether

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3208 Closure of Regional Programs or Program and Service Transfers (*Continued*)

another program operator is willing and able to assume responsibility for the program in order to assure a full continuum of service.

9. How certificated and classified personnel will be affected by the transfer.

10. Fiscal impact of regional class/program closure or program and service transfer.

Closure of a regional class/program or program and service transfers shall occur at the beginning of the next fiscal year unless the program operator(s) unanimously agree that the closure take place at a different time.

The LEA requesting program and service transfers shall notify the SBCSELPA and JPA Board by January 15th of the year prior to the closure/transfer of a program or service if they plan to rescind the request.

California Education Code Part 30, Section 56207; 45120.2; 56822; 44903.7

DATE APPROVED: June 12, 1987
 DATE REVISED: November 8, 1991
 DATE REVISED: March 3, 1995
 DATE REVISED: December 9, 2002
 DATE REVISED: April 7, 2008
 DATE REVISED: November 2, 2009
 DATE REVISED: October 7, 2013
 DATE REVISED: September 8, 2014
 DATE REVISED: June 15, 2015
 DATE REVISED: January 9, 2017

SANTA BARBARA COUNTY
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3200 BUDGET PLANNING PROCESS

3209 Criteria for Funding and Fading Additional Instructional Assistant Time Assigned to Regional Programs to Address Behavior Issues

In an effort to promote maximum independence, interaction with peers, and group participation and substitute positive replacement behaviors for maladaptive behaviors, additional instructional assistant support will be assigned to the classroom of individual students exhibiting serious behavior problems in conformance with the following guidelines:

1. Whenever a regional program operator requests additional instructional assistant time is requested for behavioral support in Regional classrooms, the expectation is that the additional instructional assistant time will be assigned to the class as a whole rather than to an individual student.
2. In all cases where additional instructional assistant time is assigned to a Regional class, the student for whom the additional behavioral support is needed must have a behavior support plan or a Hughes Bill plan that includes specific criteria for fading the additional instructional assistant time.
3. All requests for funding for additional instructional assistant time for Regional programs to address behavior issues must be accompanied by the following information:
 - a. A description of and data documenting the frequency and intensity and antecedents related to the maladaptive behaviors prompting the request for additional instructional assistant time.
 - b. A description of the prior interventions that have been attempted to address the behavior and the results of these interventions.
 - c. A description of the goal/anticipated outcome to be achieved by adding the additional instructional aide assistance.
 - d. A summary of the portion of the behavior plan that describes the criteria for fading the additional instructional assistant time.
4. The behavior plans developed to address the maladaptive behavior requiring the addition of instructional assistant time shall include the following components:

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3200 BUDGET PLANNING PROCESS

3209 Criteria for Funding and Fading Additional Instructional Assistant Time Assigned to Regional Programs to Address Behavior Issues (*Continued*)

- a. A statement that the instructional assistant is assigned to the class rather than to an individual student in order to achieve the following objectives:
 - the classroom teacher will have flexibility to work directly with the student exhibiting specific maladaptive behaviors
 - the instructional assistant will be seen as an intervention and not as a permanent component of the placement
 - the student will not become aide dependent.
- b. The criteria for fading the additional instructional assistant intervention built into the target behaviors and tied directly to the decreasing frequency of the target behaviors.
- c. A description of the ongoing support that will be available to the student and the class should the target behaviors recur to some degree after the additional instructional assistant time is discontinued (i.e., other assistant support for another class on campus, a floating assistant, etc.).

The above policy is not applicable to districts operating regional programs when the majority of students (majority defined as 80% or more of the students) enrolled in the program belong to the district operating the program. If a district operating a regional program where the majority of students belong to the district feels there is a need for additional supplemental instructional assistant time to address behavior issues, they shall contact the district of residence (DOR) special education administrator of any students attending the program to consult regarding the need for supplemental instructional assistant staffing.

DATE APPROVED: December 4, 2000

DATE REVISED: December 9, 2002

DATE REVISED: January 11, 2016

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3200 BUDGET PLANNING PROCESS

3210 Use of and Approval for Nonpublic Agency Services for Regional Programs

Regional Operators may contract with a Nonpublic Agency to provide personnel/services in the event that the provider is unable to hire personnel to provide the services.

Nonpublic agency services provided to students enrolled in regional programs shall be a shared SBCSELPA expense through the regional program funding mechanism.

All other nonpublic agency service costs shall be the responsibility of the contracting local education agency pursuant to SBCSELPA Policy 3217.

When the operator of a regional program concludes that:

1. Additional services are required to support the program, and
2. These additional services should be provided by contracting with a non-public agency

The Regional operator will present its request to the JPA Board for discussion and subsequent action.

No contract with a non-public agency for the purpose of augmenting services to a regional program shall be developed without prior approval of the JPA Board and review by the SBCSELPA Executive Director.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such requests.

DATE APPROVED: June 3, 1992

DATE REVISED: March 4, 1994

DATE REVISED: March 3, 1995

DATE REVISED: December 9, 2002

DATE REVISED: December 14, 2009

SANTA BARBARA COUNTY
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3000	BUSINESS AND NON-INSTUCTIONAL OPERATIONS
3200	BUDGET PLANNING PROCESS
3212	State Residential School

The SELPA and its member local education agencies shall be financially responsible for the placement of individuals with disabilities in nonpublic/state residential schools and for nonpublic agency services as outlined below:

1. The Santa Barbara County SELPA (SBCSELPA) shall be responsible for the costs associated with placement of SBCSELPA-resident students in the state residential schools.
2. The funding of SRS placements shall exclude those provided via settlement agreement and/or as compensatory education. Such costs shall be the sole responsibility of the district of residence, pursuant to SBCSELPA Local Plan Policy 3217.
3. The SBCSELPA shall be responsible for the costs associated for audiological services pursuant to an IEP, as follows:
 - One annual audiological assessment and two hearing aide checks annually per student with an IEP ages 3-12.
 - Plus, audiological assessment every three years and two hearing aid checks annually per student with an IEP ages 13-21.

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- 3000 BUSINESS AND NON-INSTUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3212 State Residential School (*Continued*)

The SBCSELPA and its member local education agencies shall pay to the nonpublic, nonsectarian school or agency the full amount of the tuition and other related services for individuals with disabilities enrolled in such programs pursuant to the provision of the current master contract. Districts shall invoice SELPA for the amount that is deducted from their principal apportionment for state residential placements.

(EDUCATION CODE. 56365(d))

DATE APPROVED: January 9, 1987.

DATE REVISED: November 10, 1988

DATE REVISED: November 8, 1991

DATE REVISED: December 9, 2002

DATE REVISED: November 7, 2005

DATE REVISED: June 4, 2007

DATE REVISED: September 14, 2009

DATE REVISED: June 4, 2012

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- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3213 Chargebacks for LCI Nonpublic School Costs

In the event that the state budget for LCI nonpublic school and agency funding is exceeded and additional state funding is not provided, the resulting deficit in funding for LCI nonpublic school and agency services shall be considered part of the SBCSELPA's total regional program expenses to be shared by all districts within the SBCSELPA.

DATE APPROVED: April 15, 1994
DATE REVISED: December 9, 2002

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3200 BUDGET PLANNING PROCESS

3214 Payment for Independent Educational Evaluations (IEE)

1. For non-regional programs, the district of residence of the student (which shall include the County Education Office for student residing in direct service districts who receive special education services from County Education Office staff), shall be responsible for payment of the costs of independent educational evaluations.
2. For regional programs, the costs of independent educational evaluations shall be included in the total costs for operation of the Regional Program under the following circumstances:
 - a. The parent requests an IEE and the regional program operator, with the agreement of the SBCSELPA Executive Director, determines that the IEE should be provided at public expense in lieu of requesting a due process hearing to show that its assessment was appropriate.
 - b. The parent requests reimbursement for an IEE obtained privately and the regional program operator, with the agreement of the SBCSELPA Executive Director, determines that the IEE should be funded in lieu of requesting a due process hearing to show that its assessment was appropriate.
 - c. The parent files a complaint with either the California Department of Education or the Office for Civil Rights and the corrective action requires payment of the costs of an IEE.
3. For student enrolled in regional programs, the cost of an IEE included as part of a mediation settlement agreement or due process hearing decision shall be included in the total costs for operation of the Regional Program.

DATE APPROVED: January 10, 2000

DATE APPROVED: February 4, 2002

DATE REVISED: December 14, 2009

DATE REVISED: February 1, 2016

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3200 BUDGET PLANNING PROCESS

3215 Provision of Special Education Services to Parentally Enrolled Private School Students

Local education agency (LEA) members of the Santa Barbara County SELPA shall annually spend a proportionate share of IDEA Part B local assistance subgrant federal funds to provide special education and related services to student with disabilities enrolled by their parents in private school, including religious, schools or facilities that meet the definition of elementary school or secondary school, located in the school district served by the LEA. These funds may not be used for repair, remodeling, or construction of private school facilities.

Annually the SBCSELPA Executive Director shall inform each district of the amount of federal special education dollars to be spent on private school students. The proportionate share of funding to be expended on parentally-placed private school students shall be determined by calculating the LEA's number of students with Plan Type 200/700 for student ages 3-21 in the prior year CALPADS EOY4 report multiplied by the SELPA-wide average share per IDEA eligible student. The SELPA wide average share per IDEA eligible student will be calculated based on the Private Share Proportionate Worksheet required by the grant. Districts will be required to sign a document acknowledging their proportionate share or an assurance if they do not have a proportionate share amount.

If an LEA has not expended its proportionate share of Subgrant Part B Federal funding for parentally placed school services in the fiscal year the money was appropriated, the LEA may carry-over the funds for a period of one additional year.

Prior to December 1 of each school year, the SBCSELPA Executive Director, in collaboration with LEA special education administrators/designees, shall engage in timely and meaningful consultation with private school representatives and representatives of parents of parentally placed private school student with disabilities regarding the following:

1. How parentally placed private school student suspected of having a disability can participate equitably; student find process.

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3200 BUDGET PLANNING PROCESS

3215 Provision of Special Education Services to Parentally Enrolled Private School Students (*Continued*)

2. How parents, teacher and private school officials will be informed of the process.
3. How the proportionate share of Subgrant Part B Federal Funds is to be expended on students parentally placed in private schools is calculated.
4. How the consultation process will occur throughout the school year.
5. Provision of services; types of services including direction and alternate service delivery mechanisms.
6. How special education and related services will be apportioned if funds are insufficient to serve all parentally placed private school student; how and when those decisions will be made.
7. How, if the LEA disagrees with the views of the private school officials on the types of services (whether to be provided directly or through a contract), the LEA will provide the private school officials with a written explanation of the reasons why they chose not to provide services directly or through a contract.

The SELPA/LEAs shall obtain a written affirmation signed by the representatives of participating private schools confirming that timely and meaningful consultation has occurred on an annual basis. After the annual consultation meeting with representatives of participating private schools has occurred, LEAs in the SBCSELPA that have private schools located within their boundaries shall develop follow-up guidelines regarding the special education and related services to be provided to special education eligible students enrolled in private schools in their jurisdiction. These guidelines will include the following:

1. Service location options
2. Service provider options (public school employees or contractors)
3. Types of services to be provided pursuant to service plans

EDUCATION CODE: Title 34 CFR Section 300.130-144; Title 20 USC Section 1412 (a) (A) (i)

DATE APPROVED: January 10, 2000 DATE REVISED: January 5, 2009

DATE REVISED: November 6, 2000

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

3200 BUDGET PLANNING PROCESS

3217 Responsibility for Funding Calculations

The SBCSELPA Joint Powers Agency Board acknowledges the importance of provision of timely and accurate data and calculations in the development of spreadsheet information for special education fund allocations in areas including but not necessarily limited to costs associated with housing of regional classes and apportionment of special education funding pursuant to the SBCSELPA's AB 602 Fiscal Allocation Plan.

In conjunction with the above, the SBCSELPA office shall have the responsibility for the following:

- Receipt and allocation of funding to LEAs
- Collecting data for spreadsheet development
- Compiling data in spreadsheet formats, as appropriate
- Providing SBCSELPA LEA business and special education administrative personnel back-up data and methodology used for all calculations.

The SBCSELPA LEAs shall be responsible for the accuracy of the data submitted to the SBCSELPA office to be used for fiscal calculations.

The SBCSELPA LEAs shall share responsibility with the SBCSELPA office for checking the accuracy of the calculations pursuant to allocation policy guidelines.

Any data or calculation errors identified shall be corrected for the current fiscal year and shall not be applied retroactively to prior fiscal years.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

3000	BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
3201	BUDGET PLANNING PROCESS
3217	Responsibility for Funding Calculations

I. DISTRIBUTION OF FUNDING AND REGIONAL PROGRAM EXPENSES

The Administrative Unit will receive all special education revenues, Federal and State, in a Fund 76 as a cash-conduit for the SBCSELPA. The AU, as the Federal Grantee, will record receipt of funds and pass those funds to SBCSELPA's Fund 10.

All SBCSELPA apportionments shall be made through the SBCSELPA's Fund 10.

The SBCSELPA shall transfer funds and expenses to member LEAs based on the SBCSELPA Funding Model.

- Regional Program operators shall be reimbursed for program costs by the district of residence (DOR) member LEA for each student attending the regional program.
- The DOR shall record the regional program cost paid to the Regional Program Operator as a transfer between a district or County as appropriate.

DATE APPROVED: October 6, 2003

DATE REVISED: June 4, 2018

DATE REVISED: May 3, 2021

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3218 Federal Maintenance of Effort Requirement

Santa Barbara County SELPA (SBCSELPA) member local education agencies recognize that the intent of the federally mandated maintenance of effort (MOE) requirement is to ensure the provision of appropriate services for students with disabilities.

The governing board of each local education agency (LEA) of which the Santa Barbara County SBCSELPA is comprised has adopted an assurance statement regarding the maintenance of local financial effort relative to the receipt of federal special education funds. Pursuant to these locally adopted assurance statements, it is the expectation that all individual sub-grant recipient member agencies (LEAs) of the SBCSELPA shall meet the MOE requirement on a yearly basis. As each school year progresses, it shall be the responsibility of each SBCSELPA LEA to monitor expenditures for special education to assure that the LEA is on track to meeting the MOE.

LEAs shall be deemed to have met the MOE if their expenditure data meets the MOE parameters as set forth in the implementing regulations of the Individuals with Disabilities Education Act (IDEA).

If the expenditure data of an individual sub-grant recipient member LEA indicates that the MOE standard will be met only through application of the criteria outlined in Section 300.232 of the IDEA (Exception to Maintenance of Effort), SBCSELPA Executive Director shall review such data and make a recommendation to the JPA Board regarding whether the criteria for exception to MOE have been met. The JPA Board shall take action to approve or deny the recommendation of the SBCSELPA Executive Director.

The SBCSELPA Executive Director may consult with special education administrators and business officials from local education agencies (LEAs) in SBCSELPA as needed, to seek input regarding such requests.

SANTA BARBARA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

- 3000 BUSINESS AND NON-INSTRUCTIONAL OPERATIONS
- 3200 BUDGET PLANNING PROCESS
- 3218 Federal Maintenance of Effort Requirement (*Continued*)

In the event that the JPA Board determines that a member LEA submits a LEA Maintenance of Effort Calculation Worksheet (LMC-B) that fails to meet the IDEA budget to actual eligibility requirement to receive IDEA funds, the SBCSELPA shall document that it has withheld the LEA's allocation of federal funds until the LEA can demonstrate to the SBCSELPA and the California Department of Education (CDE) that it will meet the LMC-B requirements.

In the event that the JPA Board determines that a member LEA submits an LEA Maintenance of Effort Calculation Worksheet (LMC-A) that fails to meet the IDEA actual to actual compliance requirement, the LEA will be invoiced by the CDE directly. The LEA will have to pay back the difference between the prior actual expenditures and the most recent year's actual expenditures directly to the CDE. The LEA must use local and/or state and local funds from the current fiscal year to pay the CDE. If the LEA does not respond to three invoice requests from CDE to pay the invoice, the LEA acknowledges that the CDE will deduct funds from the LEA's next principal apportionment or apportionments until the penalty is met.

DATE APPROVED: April 5, 2004
 DATE REVISED: December 14, 2009
 DATE REVISED: October 1, 2012
 DATE REVISED: September 14, 2015

Changes Only:

Page 9-5

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 shall be distributed to districts as indicated below.

- Federal Part B Local Assistance (PL-142) Funds (Resource 3310)

As determined by the JPA board, in addition to AB602 Base funding, an off-the-top allocation may be set aside for the SBCSELPA budget, including Mental Health services and Non-Public School Placement Cost Pool. The remainder 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.

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~~The following fund sources will be outside of and in addition to the block grant and shall be allocated as determined annually by the JPA Board:~~

- ~~State Mental Health Funding~~
- ~~IDEA Federal Mental Health Funding~~

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XI. NONPUBLIC SCHOOL AND AGENCY COSTS

~~Federal and state funding provided for mental health IEP services and~~ AB 602 **Funding (including Out-of-Home Care) Block Grant and/or Federal** funding will be set aside in the Santa Barbara County SELPA (SBCSELPA) Budget shared cost to pay the costs of LEA nonpublic school placements (NPS) made via an IEP decision as specified below For students found eligible for special education as emotionally disturbed (ED) who are placed in a nonpublic school (NPS) placement due to mental health related concerns shall be funded as follows:

Page 9-22

XII. SELPA BUDGET

Allocations to the SBCSELPA Budget from the block grant to cover the cost of SBCSELPA services will include:

- Fixed allocations as authorized by the JPA Board in an amount sufficient to fully fund anticipated SBCSELPA-level expenditures for the upcoming school year. This amount is subject to the annual COLA.

The SBCSELPA Budget will also include the following additional income sources:

- Regionalized Services Income amount from AB602 block grant
- 2.569% of IDEA Section 619 Preschool Grant Resource 3315 K-12
- Federal and State funding for IEP Mental Health services as designated by the Board
- **Out of Home Care Foster Youth and Reallocated savings will be used to fund Mental Health services and the Non-public school excess cost pool.**

Page 9-25

XVII. OUT-OF-HOME CARE FUNDING

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

- a) Foster Youth **and Reallocated savings – will be used to fund Mental Health services and the Non-public school excess cost pool.** - Districts will receive a proportion based on current year P-2 Funded ADA

Page 9-26

XVIII. MENTAL HEALTH FUNDING

~~The board shall annually adopt a budget by June 30th of the current school year to determine how state and federal AB 114 mental health funding shall be allocated for the subsequent school year to include the following:~~

- ~~1. Funding to offset IEP related mental health services and other misc. costs associated with providing mental health IEP services.~~

~~If funding is allocated directly to an LEA, the LEA agrees to follow state and federal guidelines regarding allowable expenditures and will not supplant current program expenses.~~

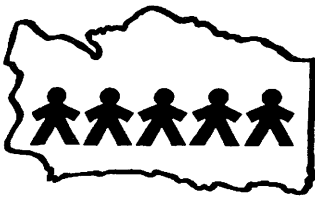
~~The LEA shall maintain a log of expenditures and will provide to the SBCSELPA upon request within five business days so that required expenditure reports can be submitted to the CDE in a timely manner.~~

- ~~2. Payment of costs for therapeutic nonpublic school (NPS) residential treatment center (RTC) placement /services for students found eligible for special education with emotional disturbance (ED) pursuant to the NPS funding model pursuant to Local Plan Policy 3204 Section XII.~~
- ~~3. Funding to offset costs associated with providing staff development and training, supplies and equipment in order to serve students eligible for special education as ED attending regional therapeutic learning programs (TLPs) and day treatment (DT) programs. The annual allocation for supplies for TLP level 1 shall be \$5,000 and TLP Level 2 shall be \$8,000.~~

4. ~~Funding to offset other indirect costs associated with providing mental health services to students as deemed appropriate by the board on an annual basis.~~

Page 9-10 (Reviewed at 2- 9-24 SEAMBO)

The SBCSELPA Executive Director shall review all funding requests for expansion of Regional programs or additional instructional aides or other support staff for Regional programs prior to going to the JPA Board for final approval. **Requests for program expansion may include projected costs for materials required to open new classrooms such as furniture, curriculum or technology needs. Prior to purchasing new items, the regional operator will work with the district where the program is located to determine if items are currently available for use in the new program.** Such consideration of funding requests ~~may~~ **will** be discussed with the special education administrators and business officials from districts in SBCSELPA in order to determine if there are alternative ways the staffing **or material** needs can be met without increasing the current number of staff members serving in the program **or materials' cost to the program.** An ad hoc committee review team ~~may~~ **will** be designated by the SBCSELPA Executive Director on an as needed basis to advise ~~her or him~~ **them** regarding if the funding request is appropriate and/or needs modified. Regional Program operators shall use existing funds to add instructional aides or other support staff time on an emergency, temporary basis pending approval by the JPA Board of additional instructional aides or other support staff requests.



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

REF: VIII-D

Date: May 6, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: JPA Board Membership Term Expirations on June 30, 2024

BACKGROUND:

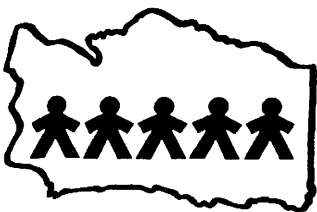
- The SBCSELPA Board is composed of eight (8) members from varying North and South, direct and non-direct service districts.
- As of June 30, 2024, four (4) of the current JPA Board members terms expire: Holly Edds, Hilda Maldonado, Randy Haggard, and Antonio Garcia.
- All four members are eligible to renew their membership terms for another two (2) years if they so desire and the Board votes to approve their re-election.

FISCAL IMPACT: None.

RECOMMENDATION: The current JPA Board discuss the renewal of membership of the four current board members whose terms expire on June 30, 2024.

RA:lm

	District Superintendents	Current SBCSELPA JPA Board Members	Term Expiration
North County Nondirect	Darren McDuffie, Santa Maria-Bonita		
	Holly Edds, Orcutt Union	Holly Edds, Orcutt Union	6/30/2024
	Doug Brown, Blochman Union		
	Emilio Handall, Guadalupe Union	Emilio Handall, Guadalupe Union	6/30/2025
	Clara A. Finneran, Lompoc Unified		
	Antonio Garcia, Santa Maria Joint Union High School		
South County Nondirect	Anne Hubbard, Hope	Anne Hubbard, Hope, Chairperson	6/30/2025
	Diana Roybal, Goleta Union		
	Hilda Maldonado, Santa Barbara Unified	Hilda Maldonado, SBUSD	6/30/2024
	Diana Rigby, Carpinteria Unified		
Combined North & South County Direct	Amy Alzina, Cold Spring	Amy Alzina, Cold Spring, Clerk	6/30/2025
	Alfonso Gamino, Cuyama Joint Unified		
	Anthony Ranii, Montecito Union		
Santa Ynez Valley Special Education Consortium Nondirect	Ray Vasquez, Los Olivos		
	Maurene Donner, College		
	Andrew Schwab, Santa Ynez Valley Union High School		
	Randy Haggard, Buellton Union	Randy Haggard, Buellton Union, Vice Chairperson	6/30/2024
	Bree Valla, Vista Del Mar Union		
	Pam Rennick, Ballard		
	Sierra Loughridge, Solvang		
9th - 12th High School	Andrew Schwab, Santa Ynez Valley Union High School		
	Antonio Garcia, Santa Maria Joint Union High School	Antonio Garcia, Santa Maria Joint Union High School	6/30/2024
Santa Barbara County Schools	Susan Salcido, Santa Barbara County Education Office	Susan Salcido, Santa Barbara County Education Office	No expiration



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

Date: May 6, 2024

To: Santa Barbara County SELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: Transition IEP and Paraprofessional Data from LEA Survey

BACKGROUND:

- In the March 4, 2024, at the SBCSELPA JPA Board meeting, a request was made to obtain current information on Paraprofessional data per each LEA.
- The purpose of the JPA request was to gather Paraprofessional data to prepare for supports for students who are transitioning to a new LEA per the student's IEP.
- A survey was provided to all LEA Special Education Directors soliciting the following information:
 1. Total number of Special Education Paraprofessionals in the LEA including RBTs.
 2. Total number of RBT Paraprofessionals.
 3. Total number of students in the LEA with a 1:1 Paraprofessional assigned including RBTs.
 4. Total number of 1:1 RBT Paraprofessionals.
- The results of the survey are indicated **REF: VIII-E.1**

FISCAL IMPACT: No impact.

RA/JC:lm

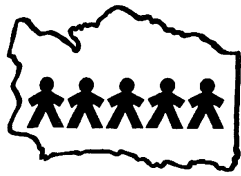
Santa Barbara County SELPA Paraprofessional Data per LEA

LEA	Number of Student in LEA with IEPs	Number of Special Education Paraprofessionals in the LEA including RBTs.	Number of RBT Paraprofessionals	Number of Students in LEA with a 1:1 Paraprofessional including RBTs	Number of 1:1 RBT Paraprofessionals.
Adelante Charter School	40	4	0	2	0
Blochman Union SD	26	4	0	0	0
Carpinteria USD	366	62	11	26	10
Family Partnership Charter School	44	2	0	0	0
Goleta USD	522	102	3	40	0
Guadalupe USD	212	34	0	9	0
Hope SD	139	24	0	8	0
Lompoc USD	1631	101	0	35	0
Manzanita Charter School	70	5	0	1	0
Orcutt USD	646	80	8	12	4
Santa Barbara Charter School	37	1.5	0	0	0
Santa Barbara County Education Office (Cold Spring SD)	24	3	0	2	0
Santa Barbara County Education Office (Cuyama)	30	6	0	0	0
Santa Barbara County Education Office (Montecito Union SD)	40	13	0	6	0



Santa Barbara County
Special Education Local Plan Area

Santa Barbara County Education Office (SBCEO)	903	142	1	1	1
Santa Barbara Unified SD	1892	242	4	99	3
Santa Maria Bonita SD	1936	231	1	68	1
Santa Maria Joint UHSD	1125	125	3	15	31
Santa Ynez Valley Special Education Consortium	353	45	15	2	1



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

REF: VIII-F

701

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: May 2024 Professional Development Calendar

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

May 2024 Professional Development Events

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Thursday, May 9, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Sarah Gunn and Rosy Bucio	Free: Event for all countywide staff.
Tuesday, May 14, 2024 3:30-4:30 Watch Party Zoom	Teaching Writing in a Structured Literacy Approach Presenter: Joan Sedita, Ph.D	Free: Recorded training. Open to all staff to watch and collaborate.
Thursday, May 16, 2024 8:30-3:00 In Person, SBCSELPA	NCPI Presenters: Jermaine Powell and Alison Lindsey	Free: Event for all countywide staff.
Thursday, May 16, 2024 5:00-8:00 In person Glen Annie Golf Course	SELPA-Bration Awards Night	Invited Guests
Tuesday, May 21, 2024 4:00-6:00 In Person, San Marcos HS.	Agency Linkages Evening for Parents and Staff Presenters: Alpha FEC, Alpha FRC, DOR, ILRC, TCRC	Free: Event for Parents and Staff to get to know Agencies to support Postsecondary Transition.
Thursday, May 23, 2024 12:00-1:00 Zoom	Alternative Dispute Resolution Community of Practice: Topic: Essential elements of effective collaboration Presenter: Jennifer Connolly	Free: One-hour monthly topic and collaboration to support working with conflict resolution. All are welcome.

Santa Barbara County SELPA Professional Development Events

REF: VIII-F.1



New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

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Santa Barbara County SELPA Professional Development Events

The Santa Barbara County Special Education Local Plan Area (SBCSELPA) is a Joint powers Agency mandated to govern and facilitate special education programs administered by the Local Education Agencies (LEAs)/school districts within Santa Barbara County.

Santa Barbara County Special Education Local Plan Area (SBCSELPA) provides an array of services to the 20 school districts and 4 charter schools throughout Santa Barbara County. These services include the following:

- Oversight and case management for students placed in residential treatment nonpublic schools (NPSs).
- Wraparound social work services.
- Coordination of student mental health IEP related services and NPS placements for LEAs.
- Provides BCBA behavioral consult services to LEAs.
- Provides educational audiologist consult services to LEAs.
- Coordinates with private schools for the support of Child Find and Individual Service Plans (ISPs).
- Allocates funding for special education services.
- Providing training opportunities for LEA staff, parents, and community.
- Allocates and manages low incidence equipment and services funding.
- Develops and governs Local Plan special education policy and procedures for participating LEAs.
- Engages in interagency agreements with agencies such as Tri-Counties Regional Center and California Children's Services (CCS).
- Establishes a Community Advisory Committee (CAC) that advises the governing board and assists in parent and school education.
- Provides Medical Therapy Units (MTUs) for CCS.
- Provides Alternative Dispute Resolution (ADR) to LEAs/ districts and parents/guardians.
- Provides advisement specific to federal and state special education law.
- Provides advisement from State SELPA.
- Maintains the Local Plan, Procedural Handbook, and website www.sbcselpa.org for Santa Barbara County SELPA.

Santa Barbara County SELPA

Professional Development Events

The Law

The Individuals with Disabilities Education Act (IDEA) and California special education laws guarantee all students with disabilities a Free, Appropriate Public Education (FAPE) in the least restrictive environment. The SBCSELPA and its member districts do not discriminate based on race, color, national origin, religion, sex, or disability in educational programs and activities or employment practices, as required by Title 6 of the Civil Rights Act of 1964, Title 9 of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

Child Find

Special education programs are available to all eligible students with disabilities, ages 0-22 in Santa Barbara County. The Child Find mandate applies to all children who reside within a State, including children who attend private schools and public schools, highly mobile children, migrant children, homeless children, and children who are wards of the state. (20 U.S.C. 1412(a) (3)) This includes all children who are suspected of having a disability, including children who receive passing grades and are "advancing from grade to grade.

All individuals with disabilities residing in the state, including pupils with disabilities enrolled in Elementary and Secondary schools and Private schools, including parochial schools, regardless of the severity of their disabilities, and in need of special education and related services, will be identified, located, and assessed as required in each district. SBC SELPA, in partnership with the local school districts and county office shall establish written policies and procedures for screening, referral assessment, identification, planning, implementation, review, and three-year triennial assessment for all children who reside in the State of California who are suspected of having a disability. Section 1412 of Title 20 of the U. S. Code.

District Special Education Programs

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

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 County Education Office	805-964-4711
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

New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

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.

Districts: contact Jennifer Connolly at jconnolly@sbcsepa.org to request the Professional Development topic.

- Propose dates/time, and location of training.
- Requests must be in writing via email, received a month in advance.

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.

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.

The Professional Development event to be added to the SBCSELPA Online Management System, OMS calendar for tracking purposes.

Attendance: Participants of the 'Mini' LEA requested Professional Development events do not have to register on OMS.

For Nonviolent Crisis Prevention Intervention (NCPI) contact Alison alindsey@sbcsepa.org

District Special Education Director or Leadership team encourages participants to attend events. District Special Education Director or Leadership team to confirm number of attendees with presenter (s) for handouts.

Presenter (s) subject to change due to unforeseen emergencies.

District venues subject to change due to number of participants for Professional Development.

If more than one district requests the same topic on the same day, the event may include more than one district.

Large Professional Development Offerings for North, Mid, South County

1. Access the SBCSELPA OMS system at <https://sbcsepa.k12oms.org/>.
2. If the registrant does not have an account, create an OMS account.
3. Select the link on the calendar and complete the registration. No Phone Registrations.

New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

Network Meetings

All Santa Barbara County

Network	Dates
Adapted P.E. Network	<p>Thursday, September 21, 2:30-3:00 Thursday, November 30, 2:30-3:00 Thursday, February 29, 2:30-3:00 Thursday, April 18, 3:00-3:30</p> <p>Zoom link: https://us06web.zoom.us/j/89977662958?pwd=bVZBQzRqTE0xODhab3Z5K2h0MGM0Zz09</p>
ADR Cadre	<p>Thursday, August 31, 8:30-9:30 at SELPA Thursday, November 30, 8:30-9:30 Thursday, April 18, 8:30-9:30</p> <p>Zoom link: https://us06web.zoom.us/j/81729152052?pwd=SnJXRzdBeWwyVDZNRmpkZ2hKcXg2QT09</p>
CALPADS/MIS Network	<p>Friday, August 4, 9:00-12:00 Friday, October 13, 9:00-10:00 Friday, December 1, 10:00-11:00 Friday, February 2, 9:00-10:00</p> <p>Zoom link: https://us06web.zoom.us/j/82386419909?pwd=bjFWUXVkdUw9MY1R2dUs5dlRpeWhHZZ09</p>
Interpreter/Translator Network	<p>Wednesday, October 27, 9:00-10:00 Wednesday, February 9, 900-1000 Wednesday, April 11, 9:00-10:00</p> <p>Zoom link: https://us06web.zoom.us/j/82579190821?pwd=UINMZ2dhZUJSRnpkMHNxdnRlQmdyUT09</p>
Medically Fragile Teacher Network	<p>Wednesday, September 27, 3:30-4:15 Wednesday, November 29. 3:30-4:15</p>

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

	<p>Wednesday, February 7, 3:30-4:15 Wednesday, April 17, 3:30-4:15</p> <p>Hosted by SLO and SBC SELPA Zoom link: https://us06web.zoom.us/j/86311929848?pwd=bmlxN214QlY3TW5jK3lJRUFMNUs5Zz09</p>
Occupational Therapist Network	<p>Thursday, September 21, 3:00-3:30 Thursday November 16, 3:00-3:30 Thursday, February 29, 3:00-3:30 Thursday, March 14, 3:00-3:30</p> <p>Zoom link: https://us06web.zoom.us/j/85927406715?pwd=s7dAWW2Csku9PNGXK69r8RC3wQGsa.r.1</p>
Preschool Staff Network	<p>Thursday, September 14, 3:15-4:00 Thursday, November 9, 3:15-4:00 Thursday, January 11, 3:30-4:15 Thursday, March 14, 3:30-4:15 Thursday, May 9, 3:30-4:15</p> <p>Zoom link: https://us06web.zoom.us/j/89473040888?pwd=cU51aE9paGVYdnZDbjRxUTY2QWVmZz09</p>
Nurses Network	<p>Thursday, August 31, 2:00-3:00 Tuesday, April 30, 8:30-12:00 (Symposium)</p> <p>Zoom link: https://us06web.zoom.us/j/84236211799?pwd=TXJFcUs2cG9mNXBnSU5TGkzNU1RUT09</p>
School Psychologist Network	<p>Tuesday, September 12, 8:30-9:00 Tuesday, October 10, 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</p> <p>Zoom link: https://us06web.zoom.us/j/82939772286?pwd=amwzTWRxNEdmYjNQakxYNmZoL0pPQT09</p>

New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

SIRAS Office Hours	<p>Monday, August 28, 3:30-4:30 Monday, September 18, 3:30-4:30 Monday, October 30, 3:30-4:30 Monday, November 27, 3:30-4:40</p> <p>Zoom link: https://us06web.zoom.us/j/89846079834?pwd=RWJ2NXFaWFdtR3BXeStSTFAvWjB3QT09</p>
SIRAS Forms Committee	<p>Friday, August 25, 9:00-10:00 Friday, December 1, 9:00-10:00 Friday, March 1, 9:00-10:00</p> <p>Zoom link: https://us06web.zoom.us/j/89845499439?pwd=MjkxcFptaXpJTmV4cXQ2aXBhNktNZz09</p>
Speech and Language Network	<p>Thursday, September 14, 2:00-2:30 Thursday, November 16, 2:00-2:30 Thursday, February 8, 2:00-2:30 Thursday, April 18, 2:00-2:30</p> <p>Zoom link: https://us06web.zoom.us/j/82622050171?pwd=dURQSjVuNzZpdkFiTkVITGlla2tJUT09</p>
Specific Learning Disability Manual Team	<p>Wednesday, September 13, 8:30-9:30 Wednesday, October 11, 8:30-9:30 Wednesday, December 6, 8:30-9:30 Wednesday, February 7, 8:30-9:30 Wednesday, March 6, 8:30-9:30 Wednesday, April 17, 8:30-9:30</p> <p>Zoom link: https://us06web.zoom.us/j/87667695116?pwd=MzJuL2NIeVBQckJnK2RSdTZxS041dz09</p>
Special Education Leadership Network	<p>Monday, August 28, 12:00-2:00 Monday, September 18, 9:00-10:00 Monday, October 30, 9:00-10:00 Monday, November 27, 9:00-10:00 Monday, January 29, 8:30-10:30 Monday, March 4, 9:00-10:00 Monday, April 29, 8:30-10:30 Monday, May 20, 9:00-10:00</p> <p>Zoom link: https://us06web.zoom.us/j/86876212937?pwd=</p>

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

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Transition Network Team	<p>Tuesday, September 26, 2:00-3:00 Tuesday, October 31, 2:00-3:00 Tuesday, November 14, 2:00-3:00 Tuesday, February 6, 2:00-3:00 Tuesday, March 19, 2:00-3:00</p> <p>Zoom link: https://us06web.zoom.us/j/87475366693?pwd=RS9FanBnMGVmQ051ZHU4QzJuNE9h UT09</p>
Vision Network	<p>Thursday, September 7, 1:30-3:30 SBCSELPA Conference Room- In Person Thursday, October 5, 1:30-3:30 SBCEO North- In Person Thursday, November 2, 1:30-3:30 TBD</p>

**Santa Barbara County SELPA
Professional Development Events
July and August**



New Events Added Monthly

Santa Barbara County SELPA
Professional Development Events
July/August

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Thursday, July 6, 2023 10:00-11:00 Zoom Not Recorded	Consulting in Schools Presenter: Dr. Rosy Bucio	Free: Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Wednesday, July 26, 2023 10:00-11:00 Zoom Not Recorded	A New Lens on Behavior Presenter: Dr. Rosy Bucio	Free: Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
August		
Tuesday, August 1, 2023 12:30-3:30 In Person Orcutt USD and SMJUHSD Righetti H.S. Cafeteria	Paraprofessional/ Instructional Assistant Training: Presenter: Jennifer Connolly	Free: Event for Orcutt and SMJUHSD staff only.
Wednesday, August 2, 2023 In Person 12:30-3:30 In Person Orcutt USD and SMJUHSD Righetti H.S. Cafeteria	Paraprofessional/ Instructional Assistant Training: Presenter: Rosy Bucio	Free: Event for Orcutt and SMJUHSD staff only.
Wednesday, August 2, 2023 In person	GROW Training Presenter: Alison Lindsey	Free: Event for SMJUHSD GROW Program staff only.
Thursday, August 3, 2023 12:30-3:30 In Person Orcutt USD and SMJUHSD Pioneer Valley H.S. Library	Paraprofessional/ Instructional Assistant Training: Presenter: Alison Lindsey	Free: Event for Orcutt and SMJUHSD staff only.
Thursday, August 3,	Overview of CALPADS	Free: Event for

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

2023 9:00-12:00 In Person and Zoom SBCSELPA Conference Room Santa Barbara Recorded	Reporting by CDE Presenter: Brandi Jauregui and Alex Manriquez	Administrators and Leadership in Special Education
Friday, August 4, 2023 In Person	GROW Training Presenter: Alison Lindsey	Free: Event for LUSD GROW Program staff only.
Friday, August 4, 2023 9:00-12:00 In Person and Zoom SBCSELPA Conference Room Santa Barbara Recorded	CALPADS/ MIS Training Updates by CDE Presenter: Brandi Jauregui and Alex Manriquez	Free: Event for Administrators and Leadership in Special Education
Friday, August 4, 2023 8:30-3:30 In Person Orcutt USD and SMJUHSD Righetti H.S. Cafeteria	Nonviolent Crisis Prevention Intervention (NCPI) Presenters: Natalie Facio-Leon, Phil Pandac, Jody Dowell	Free: Event for Orcutt and SMJUHSD staff only.
Monday, August 7, 2023 In Person 1:30-3:30 Orcutt USD	SIRAS Beginners Training for new staff Presenter: Jennifer Connolly	Free: Event for Orcutt staff only.
Tuesday, August 8, 2023 In Person	GROW Training Presenter: Alison Lindsey	Free: Event for Santa Ynez Valley Consortium GROW Program staff only.
Tuesday, August 8-9, 2023 8:30-3:30 In Person Location: TBD	New Trainer of Trainers: Nonviolent Crisis Prevention Intervention (NCPI)	Free: Event closed to the public. Trainers approved by SELPA and Districts.
Wednesday, August 9, 2023 9:00-11:00 Zoom Recorded	Beginners MIS Clerk Training and SIRAS Updates for MIS Clerks Presenter: Brian Marcontell and Michael Brown	Free: Event for all Clerks and Admin. working with data in SIRAS.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Thursday, August 10, 2023 8:30-3:30 In Person Location: TBD	Trainer of Trainers: Nonviolent Crisis Prevention Intervention (NCPI)	Event closed to the public. Trainers approved by SELPA and Districts.
Thursday, August 24, 2023 9:00-10:00 Zoom Not Recorded	Supporting Students in Schools Presenter: Rosy Bucio	Free: Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Thursday, August 24, 2023 3:00-5:00 Zoom Recorded	SIRAS Beginners Training Presenter: Michael Brown	Free: Event for all staff new to SIRAS. Learn to create an IEP in SIRAS.
Monday, August 28, 2023 3:00-4:00 Zoom Not Recorded	Providing Students with Feedback Presenter: Rosy Bucio	Free: Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Monday, August 28, 2023 3:30-4:30 Zoom Not Recorded	SIRAS Office Hours Presenter: Jennifer Connolly	Free: Drop in with SIRAS Questions and Support Needs.
Thursday, August 31, 2023 2:00-3:00 Zoom Recorded	Seizure Action Plans and Headache Remediation Presenter: Dr. Genevieve Cruz	Free: Event for SB County Nurses and all staff

Santa Barbara County SELPA Professional Development Events

September



New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

September

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Tuesday, September 5, 2023 12:00-1:00 Zoom Not Recorded	Consulting in Schools Presenter: Dr. Rosy Bucio	Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Wednesday, September 6, 2023 2:30-4:30 Zoom, Recorded	SIRAS Beginners Training Presenter: Michael Brown	Event for all staff new to SIRAS. Learn to create an IEP in SIRAS.
Tuesday, September 12, 2023 12:30-3:30 In Person at SBCSELPA and Zoom	Manifestation Determination Presenter: Melissa Hatch	Free: Event for all staff.
Tuesday, September 12, 2023 4:00-7:00 In Person at SBCSELPA Dinner Provided	Bridge Authorization for Extensive Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Free: Event for staff needing to add the Bridge Authorization for staff holding a Mod/Severe (Extensive Support Needs) Credential.
Wednesday, September 13, 2023 12:00-3:00 Zoom, Not Recorded	Tier 1, Day 1 of 4: Placer County SELPA AAC Training	Free: Event for all SLPs.
Wednesday, September 13, 2023 4:00-7:00 In Person at SBCSELPA Dinner Provided	Bridge Authorization for Early Childhood Special Education Credential Presenters: Armando Uribe and Jennifer Connolly	Free: Event for staff needing to add the Bridge Authorization for staff holding Early Childhood Special Education

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

		Credential.
Thursday, September 14, 2023 4:00-7:00 In Person at SBCSELPA Dinner Provided	Bridge Authorization for Mild Moderate Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Free: Event for staff needing to add the Bridge Authorization for staff holding a Mild Moderate or Resource Credential.
Monday, September 18, 2023 10:00-11:00 Zoom Not Recorded	A New Lens on Behavior Presenter: Dr. Rosy Bucio	Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Monday, September 18, 2023 3:30-4:30 Zoom, Not Recorded	SIRAS Office Hours Drop In with Jennifer Connolly	Free: Event for all staff.
Tuesday, September 19, 2023 2:30-4:30 Zoom, Recorded	SIRAS Updates with Service Logs Presenter: Brian Marcontell	Event for all staff. Learn how to create individual and group service logs.
Wednesday, September 20, 4:00-7:00 In person Dos Pueblos High School	South County Transition Fair	Event for parents, students and staff ages Junior HS to HS.
Friday, September 22, 2023 8:30-11:30 In Person- SBCSELPA <u>Two locations:</u> Friday, September 22, 2023 1:00-3:30 In Person- SMB Souza Center	Day 1 of 4: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.
Tuesday, September 26, 2023 3:15-4:30 Zoom	Dyslexia and the Learning Brain Presenter: Maria Luisa Gorno Tempini (SCOE CA	Free: Event for all countywide staff.

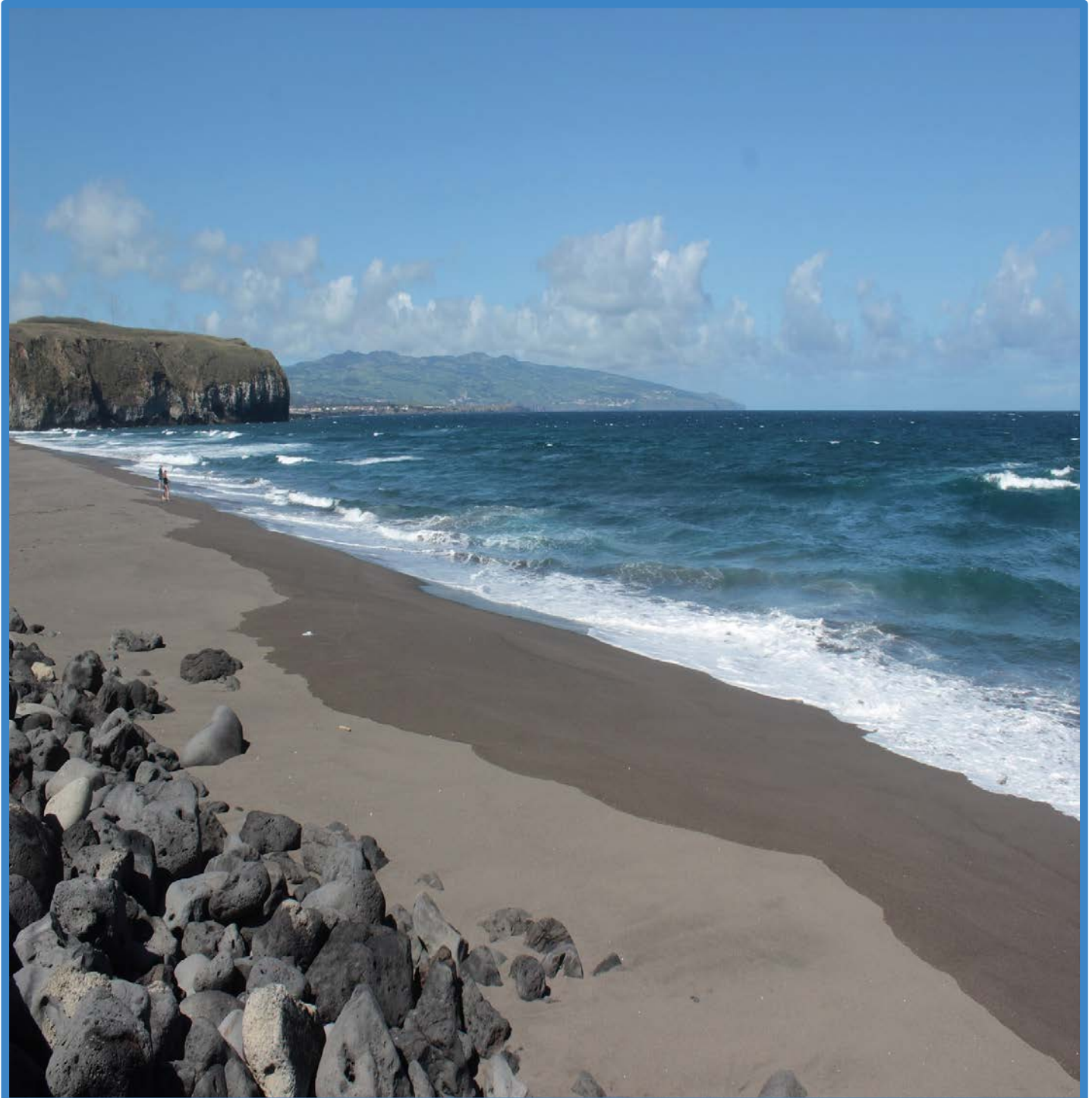
New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Watch Party	Dyslexia Initiative)	
Wednesday, September 27, 2023 12:00-3:00 Zoom, Not Recorded	Tier 1, Day 2 of 4: Placer County SELPA AAC Training	Free: Event for all SLPs.
Thursday, September 28, 2023 3:30-4:30 Virtual, Not Recorded.	Coaching: Operating from the Third Side: Supporting Others to Navigate Conflict	Free: For all staff, especially Leadership.

Santa Barbara County SELPA Professional Development Events

October



New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

October

<https://sbcselfpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Tuesday, October 3, 2023 3:00-4:00 Zoom Not Recorded	Supporting Students in Schools Presenter: Dr. Rosy Bucio	Free: Event scheduled for NPS/NPA Behavior Certification. All LEAS are welcome to attend.
Tuesday, October 4, 2023 3:15-4:30 Zoom Recorded event-Watch Party	Building Systems that Support Struggling Readers and Students with Dyslexia Presenter: Sharon Vaughn, U of Texas (SCOE, CA Dyslexia Initiative)	Free: Event for all countywide staff.
Wednesday, October 4, 2023 4:00-7:00 in person Pioneer Valley HS Cafeteria	North County Transition Fair	Event for parents, students and staff ages Junior HS to HS.
Wednesday, October 4, 2023 8:30-3:00 In person SBCSELPA and Zoom option	Patterns of Strengths and Weaknesses Presenter: Jenny Ponzuric	Free: Event for all countywide staff.
Thursday, October 5, 2023 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Alison Lindsey and Rosy Bucio	Free: Event for all countywide staff.
Monday, October 9, 2023 8:30-10:30 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Keeping the Day Sane: Mental Health 101 for Paraeducators Presenter: Tim Halphide	Free: Paraeducators, all staff, ERMHS staff, Behaviorists, IEP team members.

New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

Tuesday, October 10, 2023 3:15-4:30 Zoom Recorded Watch Party	Identifying Students At Risk for Reading Difficulty Presenter: Dr. Jack Fletcher (SCOE CA Dyslexia Initiative)	Free: Event open to all staff.
Wednesday, October 11, 2023 12:00-3:00 Zoom	Tier 1, Day 3 of 4: Placer County SELPA AAC Training	Free: Event open to all SLPs.
Thursday, October 12, 2023 2:30-4:00 Zoom, Recorded	Transition Series Day 1: The Spirit of Transition and why we plan for Life after High School Presenters: TNT	Free: Event open to staff working with students ages 14-22.
Tuesday, October 17, 2023 4:00-7:00 In Person at Lompoc USD District Office Dinner Provided	Bridge Authorization for Extensive Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Bridge Authorization for Mod/Severe (Extensive Support Needs) Credential
Wednesday, October 18, 2023 In Person at Lompoc USD District Office Dinner Provided	Bridge Authorization for Early Childhood Special Education Credential Presenters: Armando Uribe and Jennifer Connolly	Bridge Authorization for Early Childhood Special Education Credential
Thursday, October 19, 2023 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Jennifer Connolly and Chris Osborne	Free: Event for all countywide staff.
Thursday, October 19, 2023 4:00-7:00 In Person at Lompoc USD District Office Dinner Provided	Bridge Authorization for Mild/Moderate Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Bridge Authorization for Mild/Moderate Support Needs or Resource Credential
Tuesday, October 24, 2023 3:15-4:30 Zoom	Preventing Reading Difficulties Through Early Intervention Presenter: Hugh Catts	Free: Event open to all staff.

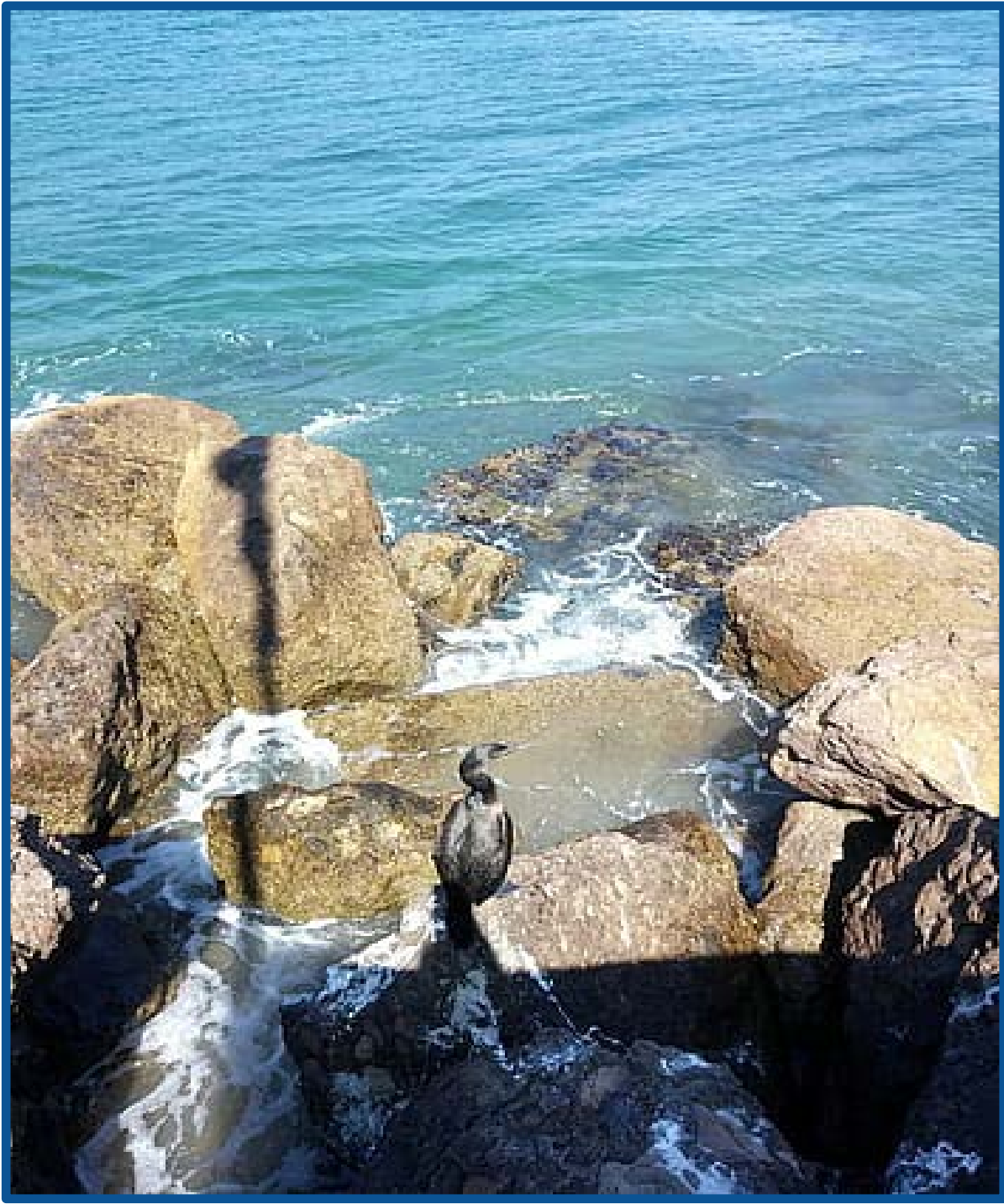
New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Watch Party	(SCOE CA Dyslexia Initiative)	
Tuesday, October 24, 2023 9:00-2:00 In person at SBCEO Auditorium	Inclusion Network Presenter: Kevin Schaefer	Free: Event open to all staff.
Wednesday, October 25, 2023 2:00-4:00 Zoom	Dyslexia Training Institute Presenter: Kelli Sandman-Hurley	Free: Event open to all staff.
Thursday, October 26, 2023 8:30-12:30 Zoom	Day 2: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.
Friday, October 27, 2023 1:00-3:00 Zoom	Dyslexia Training Institute Presenter: Kelli Sandman-Hurley	Free: Event open to all staff.
Monday, October 30, 2023 3:30-4:40 Zoom	SIRAS Office Hours with Jennifer Connolly drop in.	Free: For all staff.
Tuesday, October 31, 2023 3:15-4:30 Zoom Watch Party	Structured Literacy Reading Instruction for English Learners Presenter: Elsa Cardenas-Hagan (SCOE CA Dyslexia Initiative)	Free: Event for all countywide staff.

**Santa Barbara County SELPA
Professional Development Events**

November



New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

November

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Wednesday, November 1, 2023 3:30-5:00 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Reading Between the Lines Presenter: Andrea Abrishami	Free: Educators working with students with reading difficulties ASHA Hours for SLPs
Thursday, November 2, 2023 3:30-4:30 Virtual, Not Recorded.	Coaching: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.
Thursday, November 2, 2023 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Sarah Gunn and Phil Pandac	Free: Event for all countywide staff.
Monday, November 6, 2023 4:00-7:00 In Person Santa Maria Joint UHSD Board Room Dinner Provided	Bridge Authorization for Extensive Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Bridge Authorization for Moderate/Severe, Extensive Support Needs Credential
Tuesday, November 7, 2023 4:00-7:00 In Person Santa Maria Joint UHSD Board Room Dinner Provided	Bridge Authorization for Mild/Moderate Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Bridge Authorization for Mild/Moderate Support Needs and Resource Credential
Tuesday, November 7, 2023 12:00-3:00	UDL/AT Immersion Day 1	Free: Event for all countrywide staff.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Location TBD		
Wednesday, November 8, 2023 8:30-10:30 Zoom	Hot Topics in Special Education Presenter: Jan Tomsy Fagen, Friedman, & Fulfroft	Free: Event for all countywide staff.
Wednesday, November 8, 2023 2:00-4:00 Zoom	Patterns of Strengths and Weaknesses Coaching Presenter: Jenny Ponzuric	Free: Event for all countywide staff.
Wednesday, November 8, 2023 4:00-7:00 In Person Santa Maria Joint UHSD Board Room Dinner Provided	Bridge Authorization for Early Childhood Special Education Credential Presenters: Armando Uribe and Jennifer Connolly	Bridge Authorization for Early Childhood Special Education Credential
Wednesday, November 15, 2023 8:30-12:30 Zoom, Not Recorded	Day 3: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.
Wednesday, November 15, 2023 2:30-4:00 Zoom, Recorded	Transition Series Day 2: Transition Assessments Presenters: TNT	Free: Event open to staff working with students ages 14-22.
Thursday, November 16, 2023 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Rosy Bucio and Jermaine Powell	Free: Event for all countywide staff.
Monday, November 27, 2023 3:30-4:30 Zoom	SIRAS Office Hours Presenter: Jennifer Connolly	Free: Event for all countywide staff.
Tuesday, November 28, 2023 12:00-3:00 Virtual Not Recorded	UDL/AT Immersion Day 2	Free: Event for all countywide staff.

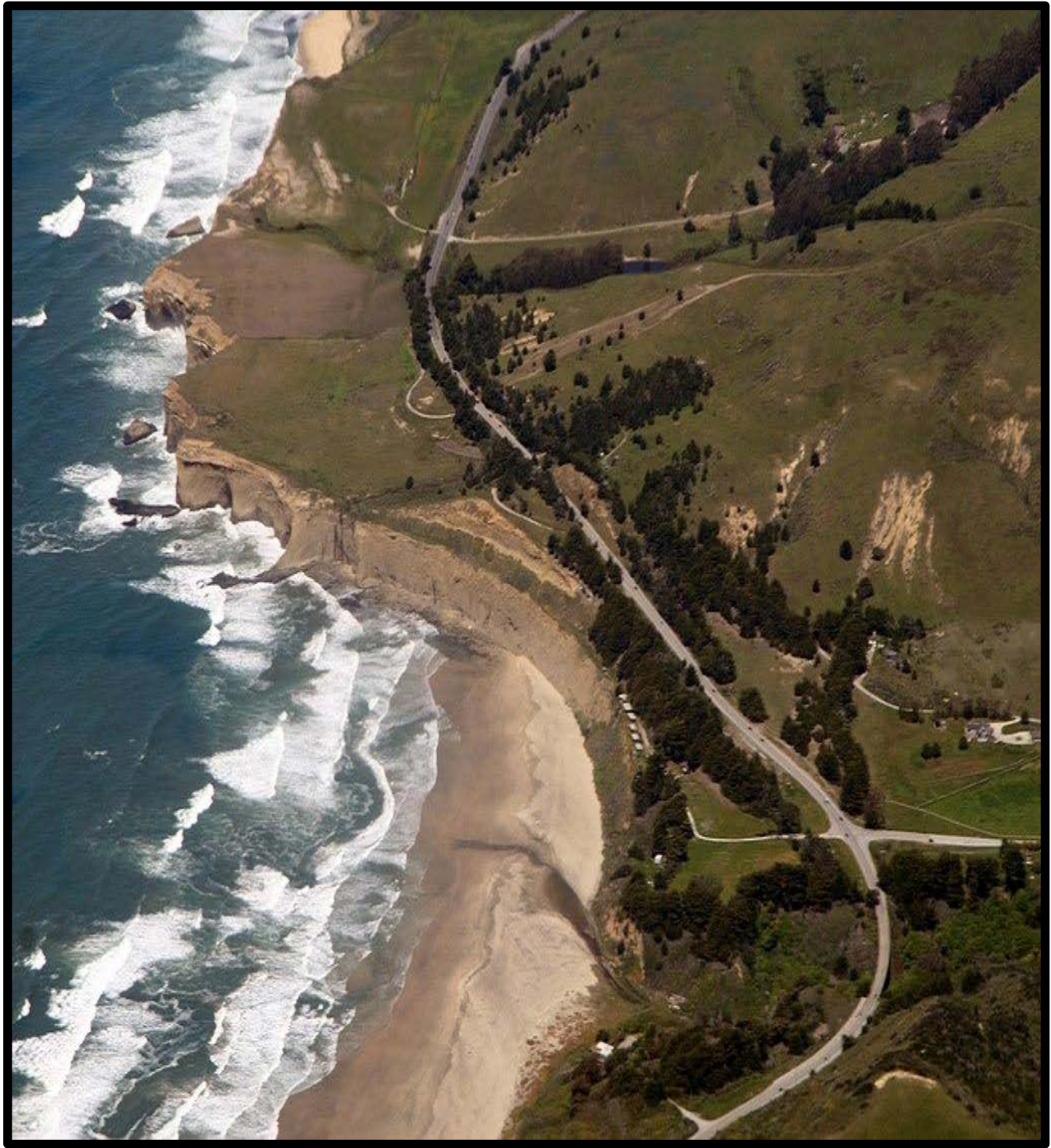
New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Tuesday, November 28, 2023 1:00-3:00 SMB Souza Center	Assessment and Identification of students with Emotional Disturbance Presenter: Melissa Hatch	Free: For all staff and leadership
Tuesday, November 28, 2023 3:30-4:30 Virtual	Coaching: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.

**Santa Barbara County SELPA
Professional Development Events**

December



New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

December

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Monday, December 4, 2023 3:30-5:30 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Part 1: Teaching Students with Moderate/Severe Intellectual Disabilities Presenter: Jill Martinez Margot Johnson	Free: All Special Education staff working with students with moderate/severe intellectual disabilities.
Tuesday, December 5, 2023 3:30-5:30 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Part 2: Teaching Students with Moderate/Severe Intellectual Disabilities Presenter: Jill Martinez Margot Johnson	Free: All Special Education staff working with students with moderate/severe intellectual disabilities.
Wednesday, December 6, 2023 2:30-4:00 Zoom Recorded	Transition Series Day 3: Writing ITPs (Post Secondary Goals, Annual Goals)	Free: Event open to staff working with students ages 14-22.
Thursday, December 7, 2023 8:30-12:30 Zoom, Not Recorded	Day 4: Operating from the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	Free: For all staff, especially Leadership.
Thursday, December 7, 2023 2:30-4:00 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Multisensory Math! Advanced Math Skills Presenter: Heather Barakat	Free: For all Staff, Gen. Ed. teachers, Admin., Paraeducators
Tuesday, December 12, 2023 12:00-3:00 Zoom, Not Recorded	UDL/AT Immersion Day 3	Free: Event for all countywide staff.
Wednesday, December	Coaching: Operating from	Free: For all staff, especially Leadership.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

13, 2023 3:30-4:30 Zoom, Not Recorded	the Third Side: Supporting Others to Navigate Conflict Presenter: Greg Abell	
Thursday, December 14, 2023 3:30-4:30 Zoom Recorded Watch Party	Diagnostic Center S. CA: Mindfulness Practice: The Educator's Guide to Help Students Practice Mindfulness Presenter: Mojgan Mostael	Free: For all staff, Mental Health Specialists, Counselors and staff working with all students

Santa Barbara County SELPA Professional Development Events

January



New Events Added Monthly

Santa Barbara County SELPA

Professional Development Events

January

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Thursday, January 11, 2024 1:30-3:30 Zoom Recorded	SIRAS Updates, State Testing, Transition to Next Year's Data Presenter: Michael Brown	Event for all staff
Thursday, January 11, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Bethany Schacherer and David Ibsen	Free: Event for all countywide staff.
Wednesday, January 17, 2024 9:00-11:00 Zoom	504 Module Training Part 1 Presenter: Steve Ombrek	Free: Data Clerks interacting with 504's and leadership
Thursday, January 18, 2024 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Jennifer Connolly and Natalie Facio-Leon	Free: Event for all countywide staff.
Tuesday, January 23, 2024 4:00-7:00 Zoom, Not Recorded	Bridge Authorization for Extensive Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	Bridge Authorization for Mod/Severe, Extensive Support Needs Credential
Wednesday, January 24, 2024 4:00-7:00 Zoom, Not Recorded	Bridge Authorization for Early Childhood Special Education Credential Presenters: Armando Uribe and Jennifer Connolly	Bridge Authorization for Early Childhood Special Education Credential
Thursday, January 25,	Bridge Authorization for	Bridge Authorization for Mild/Mod Support Needs

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

2024 4:00-7:00 Zoom, Not Recorded	Mild/Mod Support Needs Credential Presenters: Dr. Ray Avila and Jennifer Connolly	and Resource Credential
Tuesday, January 30, 2024 12:00-3:00 Zoom, Not Recorded	Digital Tools Day 1	Free: Event for all countywide staff.
Wednesday, January 31, 2024 1:00-3:00 Zoom	504 Module Training Part 2 Presenter: Steve Ombrek	Free: Data Clerks interacting with 504's and leadership

**Santa Barbara County SELPA
Professional Development Events
February**



February

New Events Added Monthly

Santa Barbara County SELPA
Professional Development Events
<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Thursday, February 1, 2024 2:30-4:00 Zoom Recorded Watch Party	Diagnostic Center of S. CA: Reading Between the Lines Presenter: Andrea Abrishami	Free: Educators working with students with reading difficulties
Tuesday, February 6, 2024 3:30-4:30 Watch Party Zoom	Screening and Assessments Across Tiers of an MTSS Framework Presenter: Jessica Toste, Ph.D	Free: Recorded training. Open to all staff to watch and collaborate.
Thursday, February 8, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Jennifer Connolly and Alison Lindsey	Free: Event for all countywide staff.
Tuesday, February 13, 2024 12:00-3:00 Zoom Not Recorded	Digital Tools Day 2	Free: Event for all countywide staff.
Tuesday, February 13, 2024 3:30-4:30 Watch Party Zoom	Overview of Structured Literacy Instruction and Updated IDA Graphic Presenter: Barbara Wilson, M.Ed.	Free: Recorded training. Open to all staff to watch and collaborate.
Tuesday, February 20, 2024 3:30-4:30 Zoom Watch Party	Maximizing AAC Opportunities within Daily Routines- Diagnostic Center of So. Cal. Presenter: Heather Defelice and Lisa Foote	Free: Event for Speech and Language Pathologists, teachers, paraeducators, parents. *SLP's will receive ASHA Verification form for hours.
Thursday, February 22, 2024	NCPI Presenters: Chris Osborn	Free: Event for all countywide staff.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

8:30-3:00 In Person SBCSELPA	and Alison Lindsey	
Tuesday, February 27, 2024 12:00-3:00 Zoom Not Recorded	Digital Tools Day 3	Free: Event for all countywide staff.
Wednesday, February 28, 2024 8:30-3:00 In Person Santa Maria Bonita with Zoom option	Patterns of Strengths and Weaknesses Presenter: Jenny Ponzuric	Free: Event for all countywide staff.
Thursday, February 29, 2024 12:00-1:00 Zoom	Alternative Dispute Resolution Community of Practice: Topic: Collaboration and Mutual Purpose Presenter: Jennifer Connolly	Free: One hour monthly topic and collaboration to support working with conflict resolution. All are welcome.
Thursday, February 29, 2024 4:00-5:00 Zoom	Data Collection into SIS for Restraint and Seclusion	Free: Special Education Admin. Site Admin, Leadership, Clerks

March

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events



New Events Added Monthly

Santa Barbara County SELPA
Professional Development Events
March

<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Wednesday, March 6, 2024 2:30-4:00 Zoom, Recorded	Postsecondary Transition Series Day 4: Writing ITPs: Activities and Community Experiences	Free: Event open to staff working with students ages 14-22.
Thursday, March 7, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Phil Pandac and Natalie Facio- Leon	Free: Event for all countywide staff.
Tuesday, March 12, 2024 12:00-3:00 Zoom Not Recorded	Digital Tools Day 4	Free: Event for all countywide staff.
Tuesday, March 12, 2024 3:30-5:00 Zoom Recorded	Notetaking in IEPs Presenter: Dr. Margaret Saleh	Free: Event for all countywide staff.
Monday, March 18, 2024 4:00-5:00 Zoom	Incident Reporting Required for Emergency Interventions into SIS Systems	Free: Special Education Admin. Site Admin, Leadership, Clerks
Tuesday, March 19, 2024 3:30-4:30 Watch Party Zoom	The “What” of Structured Literacy Presenters: Dale Webster, Ph.D, and Carrie Thomas Bech, Ph.D.	Free: Recorded training. Open to all staff to watch and collaborate.
Wednesday, March 20, 2024 2:00-4:00	Patterns of Strengths and Weaknesses Coaching Presenter: Jenny Ponzuric	Free: Event for all countywide staff.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Zoom		
Thursday, March 21, 2024 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Natalie Facio-Leon and Rosy Bucio	Free: Event for all countywide staff.
Thursday, March 21, 12:00-3:00 In Person with Zoom option, not recorded	The Neuropsychology of Stress and Trauma: How to Develop a Trauma Informed School Presenter: Dr. Steven Feifer	Free: Event for all countywide staff.
Thursday, March 28, 2024 12:00-1:00 Zoom	Alternative Dispute Resolution Community of Practice: Topic: Conflict and Collaboration Presenter: Jennifer Connolly	Free: One hour monthly topic and collaboration to support working with conflict resolution. All are welcome.

April

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events



April

New Events Added Monthly

Santa Barbara County SELPA
Professional Development Events
<https://sbcselpa.k12oms.org>

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Tuesday, April 9, 2024 3:30-4:30 Watch Party Zoom	The “How” of Structured Literacy Presenter: Anita Archer	Free: Recorded training. Open to all staff to watch and collaborate.
Wednesday, April 10, 2024 1:30-3:30 Zoom	Hot Topics in Special Education Presenter: Jan Tomsy Fagen, Friedman, and Fulfrost	Free: Event for all countywide staff.
Thursday, April 11, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: David Ibsen and Bethany Schacherer	Free: Event for all countywide staff.
Tuesday, April 16, 2024 12:00-3:00 Zoom Not Recorded	Introduction to SAP Day 1	Free: Event for all countywide staff.
Thursday, April 18, 2024 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Alison Lindsay and Jennifer Connolly	Free: Event for all countywide staff.
Thursday, April 23, 2024 3:00-4:00 Zoom	What Does Autism Affirming Mean? Presenter: Dr. Rosy Bucio	Free: Event for all countywide staff
Wednesday, April 24, 2024 4:00-5:00 Zoom	Data Collection into SIS for Restraint and Seclusion	Free: Special Education Admin. Site Admin, Leadership, Clerks
Thursday, April 25, 2024 12:00-1:00 Zoom	Alternative Dispute Resolution Community of Practice: Topic: Collaboration as a	Free: One hour monthly topic and collaboration to support working with conflict resolution. All are

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

	process of shared learning Presenter: Jennifer Connolly	welcome.
Tuesday, April 30, 2024 12:00-3:00 Zoom Not Recorded	Introduction to SAP Day 2	Free: Event for all countywide staff.
Tuesday, April 30, 2024 Watch Party Zoom 3:30-4:30	Teaching Language Comprehension in a Structured Literacy Approach Presenter: Lillian Duran, Ph.D	Free: Recorded training. Open to all staff to watch and collaborate.

May

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events



May

<https://sbcselpa.k12oms.org>

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

<u>Date/Time/Location</u>	<u>Name of Event and Presenter</u>	<u>Cost/Additional Details</u>
Wednesday, May 1, 2024 8:30-11:30 Zoom Recorded	End of Year Reminders Presenter: Brian Marcontell	Event for CALPADS and MIS Clerks, Administrators
Thursday, May 9, 2024 8:30-3:00 In Person SMB Souza Center	NCPI Presenters: Sarah Gunn and Rosy Bucio	Free: Event for all countywide staff.
Tuesday, May 14, 2024 3:30-4:30 Watch Party Zoom	Teaching Writing in a Structured Literacy Approach Presenter: Joan Sedita, Ph.D	Free: Recorded training. Open to all staff to watch and collaborate.
Thursday, May 16, 2024 8:30-3:00 In Person SBCSELPA	NCPI Presenters: Jermaine Powell and Alison Lindsey	Free: Event for all countywide staff.
Thursday, May 16, 2024 5:00-8:00 In person Glen Annie Golf Course	SELPA-Bratton Awards Night	Invited Guests
Thursday, May 23, 2024 12:00-1:00 Zoom	Alternative Dispute Resolution Community of Practice: Topic: Essential elements of effective collaboration Presenter: Jennifer Connolly	Free: One hour monthly topic and collaboration to support working with conflict resolution. All are welcome.

'Mini' LEA Professional Development Topics Available Upon Request

Contact Jennifer Connolly jconnolly@sbceo.org to book a FREE presentation.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Behavior Series

Understanding Brain States & Behavior

Participants will be introduced to the applied science of brain states and behavior regulation. The goal of this mini-PD is for staff to begin to understand the underpinnings for all human escalation cycles and how “behavior” is not unique to students with behavioral challenges. Staff will be guided through current research on the topic and could participate in activities that help integrate the content that is presented.

Supporting Students with Behavioral Needs in School Settings

This introductory mini-PD offers participants a brief overview of traditional vs brain-based perspectives on student dysregulation and challenges staff to reflect on their own narratives about student problem behavior. Additionally, a variety of proactive evidence-based practices for mitigating challenging behavior will be presented and participants will have an opportunity to apply strategies to case-studies in a small group activity.

How To “Coach” Students

This mini-PD is focused on practical, hands-on, evidence-based strategies for giving students feedback, offering support, and “correcting” pre-escalation behavior. Staff will reflect on how they like to be “coached” and then apply the scientific information shared to case examples they self-generate. The goal is for participants to walk away with a fresh perspective on how “coaching” vs correcting and/or inadvertent shaming of students could broadly help all the students they serve.

Default vs GROW: How our “Lens” Impacts the Way We Support Students

This mini-PD will start with a brief review of brain states and how behavior escalates in all humans, followed by an outline of the differences between “default” vs “GROW” lenses. The objective is for participants to understand what influences our perspectives and responses to student behavior and how students, especially students with challenging behavior, deserve scientific coaching practices rooted in dignity not punishment procedures.

Data Collection in Special Education

Santa Barbara County SELPA

Professional Development Events

In this training, participants will have the opportunity to learn about the most common types of data systems used in special education programs (e.g., frequency, duration) and how different IEP goals require different types of data collection. Particular attention will also be given to how to accurately collect ABC data and participants will have opportunities to practice this through case examples and group activities.

Understanding the Functions of Behavior

The focus of this training will be helping participants learn that behaviors are information and serve several different functions. Once functions are understood then skills can be developed that allow students to navigate through struggles in a more adaptive manner.

Fundamentals of Behavior

To help educational staff broaden their understanding of “behaviors” in students, this training will introduce them to the science of behavior, including the neuro-biological cycle of behavior that is true for all human beings. Additionally, information related to ACES, trauma, learning challenges, and chronic stress experiences will be presented to help participants examine their own narratives about behaviors in students.

De-Escalation Strategies: Guiding Principles and Next Steps

In this training, participants will have the opportunity to learn guiding principles for de-escalating students during behavioral/emotional responses and the importance of proactive strategies to mitigate escalation cycles.

SELPA 28: SBCSELPA Continuum of Mental Health Services

Late in 2020, an Ad-Hoc Committee was formed to revise the SBCSELPA Continuum of Mental Health. This training is to introduce the new Continuum, discuss its function/limitations, and to provide information on two added services to the Continuum: Social Work Services and Parent Counseling.

Consulting In Classroom Settings

The focus of this training will be on sharing strategies that facilitate collaborative and productive consulting in classroom settings. Specific

Santa Barbara County SELPA Professional Development Events

steps and strategies educational specialists (e.g., BCBAs, MFTs, SLPs) can use to build rapport with team

members and establish mutually beneficial communication. In addition, strategies team members (e.g., teachers, paraprofessionals) can also use when collaborating with consultants will also be shared.

How To Provide Students with Corrective Feedback & Coaching

This training will focus on how team members (e.g., teachers, paraprofessionals, administrators) can give students feedback, both positive and corrective, in a constructive manner that optimizes communication.

SELPA 28A: SBCSELPA Wrap Supports Referral- recorded available on SBCSELPA YouTube Channel

The new Santa Barbara County SELPA Wrap Referral is here—and it's fillable! This short training will explain what Wrap supports are, how the referral process works, and how to document on an IEP. This training will be recorded and available for viewing at your convenience.

Brain-Based Behavioral Perspectives and Support Strategies

Drawing from foundations of interpersonal neurobiology, applied developmental attachment, and specific communication skills; participants will gain a functional understanding of how educators can best support students who present with relational and behavioral challenges. Staff will then be able to calibrate their approach to meet the needs of the student as they exist in the moment, supporting emotional resilience and academic success.

Relational Scaffolding

Drawing from foundations of interpersonal neurobiology, applied developmental attachment, and specific communication skills; participants will gain a functional understanding of how educators can best utilize relationships with their students to support social-emotional development, academic access, and a culture of emotional inclusion.

Santa Barbara County SELPA Professional Development Events

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.

Paraprofessional Series

Series for Paraprofessionals.

Day 1: Supporting Students in Special Education and being a Team Player

Day 2: Behavior

Day 3: Self Care, Mental Health for the Paraeducator

Day 4: Nonviolent Crisis Intervention Prevention

***Series can be tailored to the needs and requests of the district.**

Parent Support

Mental Health for Families: Supporting the Mental Health of Families and Caregivers during Distance Learning

A presentation of self-care practices during times of acute and chronic stress for parents/guardians/caregivers. In addition, a resource for parents/guardians/caregivers to help support the children in their home during this time of distance learning.

SIRAS

Introduction to SIRAS for new employees

New Staff will learn how to maneuver through SIRAS and how to create an IEP in SIRAS.

SIRAS updates

Santa Barbara County SELPA

Professional Development Events

The new features in SIRAS created during the summer 2020 to be reviewed in this one and a half hour training.

Advanced Refresher

The Goal Wizard, Service Logs, and Progress Reports to be reviewed in this one and a half hour training.

'Mini' LEA Professional Development Topics Available Upon Request

List of events offered updated monthly. Number in () indicates the amount of staff trained in the LEA on the topic.

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Contact Jennifer Connolly jconnolly@sbceo.org to book a FREE presentation.

June:

- 12: SBUSD: Self Care for Educators (8)
- 12: Manzanita CPI Training (6)
- 12: SBUSD: UDL/AT (3)
- 13: SBUSD: UDL/AT (2)
- 13: SBUSD: Self Care for Educators (10)
- 13: BCBA Training (4)
- 14: SBUSD: New Lens on Behavior (7)

July:

- 10: NPA Series: Supporting Students in Schools (15)
- 13: NPA Series: (5)
- 31-1: SLO SELPA GROW (70)

August:

- 1: SMJUHSD and Orcutt: Paraprofessional Series (16)
- 2: SMJUHSD and Orcutt: Paraprofessional Series (14)
- 3: SMJUHSD and Orcutt: Paraprofessional Series (11)
- 3: SMJUHSD GROW (5)
- 4: SMJUHSD and Orcutt CPI (11)
- 4: LUSD GROW (19)
- 4: Manzanita: Behavior Paraprofessional Series (4)
- 7: Orcutt: SIRAS Beginners Training- (3)
- 7: SBCEO: Behavior Paraprofessional Series (105)
- 8: SYVSEC: GROW (11)
- 8: LUSD: SIRAS Training (23)
- 9: SBUSD GROW (15)
- 11: SBUSD: Paraprofessional training (135)

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

- 14: Carpinteria Behavior Paraprofessional Series (26)
- 15: Carpinteria Behavior Paraprofessional Series (24)
- 15: Los Olivos: Wellness for Educators (28)
- 16: Manzanita Behavior Paraprofessional Series (4)
- 17: SBUSD: Brain States (13)
- 17: SBUSD: A Framework for Supporting the Emotional and Behavioral Needs for our Students. (34)
- 21: Hope: CPI Training (20)
- 22: SBCEO Behavior Paraprofessional Series (23)
- 22: Hope Supporting Students with ASD (22)
- 23: Carpinteria: Special Education (Timelines, Parent Rights, ADR, Elig/Assessment) (5)
- 24: Pediatric Resident Training with Alpha Resource Center: Special Education and SELPA (5)
- 28: SYVUHSD: De-Escalation Strategies (32)

September:

- 4: Carpinteria: Autism Behavior Training (28)
- 6: Manzanita Behavior Paraprofessional Series (5)
- 7: SBCEO Behavior Paraprofessional Series (42)
- 7: SYVSEC Los Olivos: Wellness for Educators (14)
- 11: CAPTAIN Regional Meeting (14)
- 12: SBUSD Behavior Paraprofessional Series (48)
- 13: SBUSD Behavior Paraprofessional Series (55)
- 13: Lompoc IEP Training (7)
- 14: SBUSD Behavior Paraprofessional Series (19)

Santa Barbara County SELPA Professional Development Events

18: Family Partnership: A Framework for Supporting Emotional and Behavioral Needs of our Students. (13)

19: SBUSD Paraeducator Training (6)

20: Lompoc IEP Training (6)

20: Carpinteria Paraeducator Training (53)

25: SYVUHSD: De-escalation Strategies (28)

25: Lompoc IEP Training (6)

27: SBUSD What is SELPA for Parents (25)

October:

3: SBUSD: Paraeducator Training (11)

4: Manzanita: Paraeducator Seminar Series (6)

9: Carpinteria Middle School All Staff : Understanding and Supporting Behavior (29)

12: SBCEO: Paraeducator Seminar Series (42)

12: GUSD: GROW Training (6)

13: SBPIC GROW (42)

16: SBUSD: CPI Training (24)

16: SBUSD: Intro to Brain States and De-Escalation (31)

18: Carpinteria: Paraeducator Seminar Series (31)

19: SBUSD: Para Seminar (7)

23: SBUSD: Brain States (44)

23: SYVSEC: Building Behavioral Practices (27)

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

24: All LEAs: Parent Support Series (1)

25: SBUSD: Para Seminar Series (39)

25: SBUSD: Brain States and Coaching (5)

26: SBCEO: Paraeducator (6)

26: All LEAs: Parent Support Series (1)

27: Lompoc: Intro to Behavior Practices (36)

27: Solvang: Building Behavioral Practices (12)

30: SYVUHSD: De-escalation Strategies (33)

November:

2: SBUSD: Para Seminar Series (5)

3: SYVSEC SY Elementary: Understanding Behavior (28)

6: JPA GROW (17)

7: SBUSD: Paraeducator Seminar Series (44)

8: Carpinteria: Para Seminar Series (37)

9: MUS: CPI Training (16)

13: Cold Springs: Supporting Students and Families with Technology and Social Media (18)

14: All LEAs: Parent Support Series (0)

15: MUS: CPI Training (16)

15: Manzanita: Paraeducator Series (5)

17: MUS: CPI Training (16)

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

28: All LEAs: Parent Support Series: Why do our Kids Tantrum (1)

29: SBUSD: Paraeducator Seminar Series (21)

29: CAPTAIN Regional Meeting (11)

30: SBCEO: Para Seminar Series: Data Collection (6)

December:

5: SBUSD: Brain States and Coaching Strategies (43)

5: SBUSD: Paraeducator Series (29)

6: Manzanita: Para Seminar Series (5)

7: SBCEO: Para Seminar Series (5)

13: Carpinteria: Para Seminar Series (33)

14: SBUSD: Para Seminar Series (4)

14: SBCEO: Para Seminar Series (27)

January:

9: Guadalupe: Paraeducator Training (40)

10: SMJUHSD: Paraeducator Training (100)

10: Carpinteria: Paraeducator Training (34)

11: SBCEO: Paraeducator Training (45)

19: Youth Linkages: Supporting Neurodivergent Students in School (88)

26: SBCEO: The Science of Art of Early Learning: Communication & Play (76)

29: SYVSEC: Supporting Our Struggling Students Part 1 (6)

February:

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

2: SYVSEC: Supporting Our Struggling Students Part 2 (7)

7: Manzanita: Paraeducator Training (6)

20: SBUSD: Paraeducator Training (11)

21: SBUSD: Paraeducator Training (24)

22: SBUSD: Paraeducator Training (5)

26: CAPTAIN Regional Meeting (13)

March:

4: Orcutt: CPI (50)

5: SBUSD: Para Seminar

6: Manzanita: Para Seminar (6)

7: SBCEO: Paraeducator Training

11: Inclusion Network: CAPTAIN (53)

13: Carpinteria: Para Seminar

14: SBCEO: Using Antecedent Based Interventions (7)

April:

May:

Santa Barbara County SELPA

Professional Development Events

SBCSELPA Staff

5385 Hollister Avenue Bld. 7 Santa Barbara, CA 93111 805-683-1424

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Mental Health Manager

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SBCSELPA BCBA

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Audiologist

Lisa Foote

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SBCSELPA AT/AAC Specialist

Natalie Facio-Leon

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New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Mental Health Specialist (Bilingual)

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Youth Support Specialist

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WRAP Facilitator

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WRAP Facilitator

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Lauren Gerken

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Youth Support Specialist

Michelle White

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Youth Support Specialist

Professional Development Presenter(s) Information

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SBCSELPA BCBA

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Regional Implementation SELPA Lead for C.A.P.T.A.I.N.

Rachel Wigle

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Chief Business Official

805-683-1424

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

Santa Barbara County SELPA
Professional Development Events
P.E.N.T. Team (Behavior)

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SMB BCBA

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SBCSELPA BCBA

Phil Pandac ppandac@orcutt-schools.net

Orcutt BCBA

Robert Santiago rsantiago@cusd.net

Carpinteria School Psychologist

Sarah Gunn gunn.sarah@lud.org

Lompoc USD

C.A.P.T.A.I.N. Team (Autism)

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Regional Implementation SELPA Lead for C.A.P.T.A.I.N.

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SMB BCBA

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SBUSD BCBA

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Meghan Davy mdavy@alphasb.org

Advocacy Systems Specialist

Alpha Resource Center

Ivan Alvarez ialvarez@sbceo.org

SBCEO School Psychologist

New Events Added Monthly

Santa Barbara County SELPA Professional Development Events

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Hope BCBA

CPI Presenters North County

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David Ibsen

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CPI Presenters South County

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Jennifer Connolly

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Natalie Facio-Leon

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Santa Barbara County SELPA Professional Development Events

ADR Cadre

Jennifer Connolly

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Patty Moore

Help Me Grow, Director

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Dr. Karla Curry

SBUSD, Director of Special Education

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Amy Gillespie

Santa Ynez Valley Consortium, School Psychologist

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Beverly Sherman

Santa Ynez Valley Consortium, Coordinator

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Rusty Gordon

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Meghan Davy

Alpha Family Resource Center, Manager

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Nathan Moreno

Guadalupe, Director of Special Education

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Stacy Tolkin

Santa Barbara Charter, Director of Special Education

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Dr. Ray Avila

SBCSELPA Executive Director

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Dorothy Kates

SMJUHS D Program Facilitator

dkates@smjuhsd.org

Santa Barbara County SELPA Professional Development Events

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
Turning 3: Transition from Early Start to Preschool	www.sbcselpa.org

SIRAS Systems (IEP development) <https://www.sirassystems.org>

Educators Resources

SBCSELPA website for all recorded trainings

Santa Barbara SBCSELPA Conference Room bhelt@sbceo.org

To book Santa Barbara SBCSELPA Conference Room

Back2School Padlet of Resources

<https://padlet.com/mslaterselpa4200/trcig7ygv4ood8uvback2school>

Professional Development Locations for Larger Events

North: Santa Maria Bonita Souza Center: 708 Miller St. Santa Maria, CA 93454

Mid- County: Buellton Recreation Center: 301 2nd St. Buellton, CA 93427

**South: SBCSELPA Conference Room: 5385 Hollister Avenue Building 7
Santa Barbara, CA 93111 (new location)**

Zoom Conferencing

This Professional Development Offerings Booklet is updated monthly,

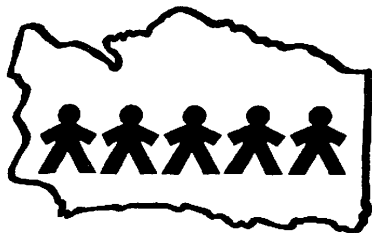
New Events Added Monthly

**Santa Barbara County SELPA
Professional Development Events**

Flyers by the month
Please visit

Back2School Padlet

[SBCSELPA BACK2School
Padlet Events Resources](#)



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director
 Jennifer Connolly, SBCSELPA Coordinator

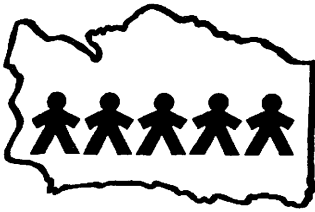
Re: SBCSELPA Professional Development Plan for 2024-2025

BACKGROUND:

- In past years, the JPA Board has requested the Executive Director to bring forth a SBCSELPA projected Professional Development Plan.
- Last year, the SBCSELPA Executive Director and Coordinator brought forth a one-year-plan based upon Governor Newsom's recommendation that SELPA's align professional development annually to district LCAP target areas for member LEA's. This data changes from year to year.
- In the past, the SBCSELPA Executive Director and Coordinator have aligned professional development to the eight LCAP targets, but not specifically to the LCAP target areas in each LEA. At the SBCSELPA JPA board meeting on June 5, 2023, the board reviewed and had discussion on the one-year plan.
- In preparation for the 2024-2025 SBCSELPA Professional Development plan, the SBCSELPA Executive Director and Coordinator will obtain Compliance Improvement Monitoring Plans (CIM) and local performance data from member LEA's.

In addition, feedback for future professional development will occur via a survey process from the Special Education Administration and staff based on the needs of all Special Education students and their Related Services.

- Survey data and evaluations from the 2023-2024 SBCSELPA Professional Development offerings will identify needs for future professional development.
- The JPA board will be presented with evaluation data and a SBCSELPA 2024-2025 Professional Development Plan for review and discussion at the June 3, 2024 meeting.



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

Date: May 6, 2024

To: SBCSELPA JPA Board

From: Jennifer Connolly, SBCSELPA Coordinator

Re: Announcement of 5th Annual SELPA-Bration Winners

BACKGROUND:

- SBCSELPA opened nominations for the Fifth Annual SELPA-Bration Awards in October of 2023 in Santa Barbara County.
- Nomination forms were provided to Special Education Directors monthly at the Special Education Administrators Meeting (SEAM) to share with staff by an online form link through the SBCSELPA 'Training Check' program.
- In March 2024, the SBCSELPA Community Advisory Committee (CAC), composed of Parent Representatives and Professional Representatives from each LEA in Santa Barbara County, were presented with 52 nominations for the SELPA-Bration Awards to review.
- The CAC reviewed each nomination and voted by ballot on the nominees. The 'Training Check' program tabulated the ballots to reveal the winners.
- Join us in congratulating the following amazing winners, **see attached announcement of Winners, REF: IX-D.1:**
 - Preschool Special Education Teacher: **Isabelle Castilho- Coulter**
 - K-6 Special Education Teacher: **Kelly Sanders**
 - Jr. HS Special Education Teacher: **Bob Thomas**
 - High School Special Education Teacher: **Joe Hulsizer**
 - Instructional Assistant: **Angelica Aguilar Risso**
 - General Education Teacher: **Melanie Hidingier**
 - School Site Administrator: **James Bedard**
 - District Level Administrator: **Kristin Lindquist**
 - Special Education Clerk: **Alyssa Mueller**
 - Special Education Related Service Provider: **Janis Connally**
 - Agency: **Tri Counties Regional Center**
- The 5th Annual SELPA-Bration will be held on May 16, 2024, at Glen Annie Golf Course, Frog Bar and Grill, 5:00 – 8:00 p.m., **see attached Save the Date, REF: VIII-G.2.**

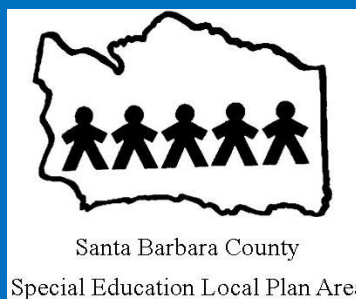
RA/JC:lm

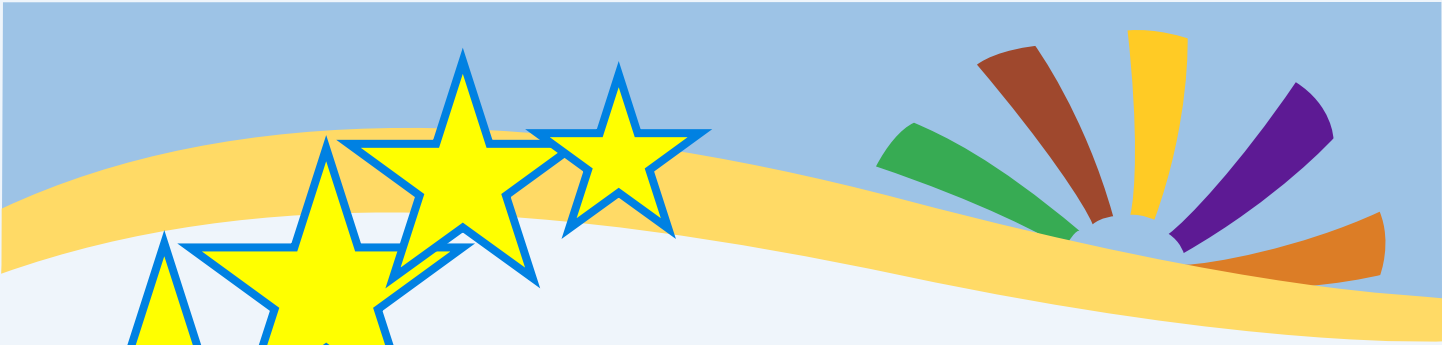
2024 SELPA-Bration Winners

SELPA-Bration

Congratulations to the following 2024 SELPA-Bration Winners
May 16, 5:00-8:00 Celebration at the Glen Annie Frog Bar and Grill

Preschool Special Education Teacher	Isabelle Castilho-Coulter
K-6 Special Education Teacher	Kelly Sanders
Jr. High Special Education Teacher	Bob Thomas
High School Special Education Teacher	Joe Hulsizer
Instructional Assistant	Angelica Aguilar Risso
General Education Teacher	Melanie Hidinger
School Site Administrator	James Bedard
District Level Administrator	Kristin Lindquist
Special Education Clerk	Alyssa Mueller
Special Education Related Service Provider	Janis Connally
Agency	Tri Counties Regional Center Eulalia Apolinar Tamika Harris Miguel Cervantes Catherine Spencer Donna Crawford Cecelia Prado Andrew Verity Diva Johnson





Santa Barbara County SELPA-bration



Honoring Exceptional

Educational Staff and Agencies

Supporting Special Education Students and Families

in Santa Barbara County

May 16 2024, 5:00-8:00 p.m.

In Person

At the Glen Annie Golf Course

Frog Bar and Grill



2023-24 LEA/District Cost Associated with Due Process SBCSELPA Account Balances

		<u>23-24</u>	<u>Expended</u> <u>to Date</u> <u>2023-24</u>	
	Carryover Funding	Allocation		Balance
Adelante		\$ 5,355	\$ -	\$ 5,355.00
Blochman		\$ 5,248	\$ -	\$ 5,248.00
Carpinteria		\$ 7,523	\$ -	\$ 7,523.00
Family Partnership	\$ 10,000.00	\$ 5,501	\$ 10,000.00	\$ 5,501.00
Goleta		\$ 9,306	\$ -	\$ 9,306.00
Guadalupe		\$ 6,526	\$ -	\$ 6,526.00
Hope		\$ 6,103	\$ -	\$ 6,103.00
Lompoc		\$ 16,223	\$ -	\$ 16,223.00
Manzanita		\$ 5,524	\$ -	\$ 5,524.00
Orcutt		\$ 11,024	\$ 11,024.00	\$ -
Santa Barbara Unified		\$ 21,265	\$ -	\$ 21,265.00
Santa Barbara Charter		\$ 5,336	\$ 1,065.00	\$ 4,271.00
Santa Maria Joint Union High		\$ 15,553	\$ -	\$ 15,553.00
Santa Maria-Bonita	\$ 89,672.23	\$ 25,162	\$ 114,834.23	\$ -
Santa Ynez Consortium		\$ 38,445	\$ 38,445.00	\$ -
SBCEO Direct Services		\$ 15,906	\$ 2,125.00	\$ 13,781.00
TOTAL	\$ 99,672.23	\$ 200,000	\$ 177,493.23	\$ 122,179.00

*Carryover May be distributed, pending JPA approval at future board meeting

2023-24
SELPA LEGAL FEES (RESERVE)

Beginning Balance \$ 325,000.00

Expenditures

July	\$ -
August	\$ -
September	\$ 1,296.00
October	\$ 7,002.50
November	\$ 422.50
December	\$ 715.00
January	\$ 2,214.00
February	\$ -
March	\$ 81.00
April	\$ -
May	\$ -
June	\$ -
TOTAL	\$ 11,731.00
ENDING BALANCE	\$ 313,269.00

Payments to Law Firms:

Dannis Woliver Kelley	\$ -
Fagen Friedman Fulfroost	\$ 1,638.50
JRG	\$ 4,127.50
Law Office of Melissa Hatch	\$ 5,965.00
Liebert Cassidy Whitmore	\$ -
Lozano Smith	\$ -
Musick, Peeler & Garrett	\$ -
Lana Clark	\$ -
Atkinson, Andelson, Loya	\$ -
Payments to Districts	\$ -

TOTAL 2023-24 LEGAL SETTLEMENTS TO DATE

Settlement Agreements None

2023-24 Year-to-Date Nonpublic School Placement Costs

REF: VIII-J

District	# Students Currently Placed	# Students Cumulative Placements	Mental Health Placements				Non-Mental Health Placements SELPA 70% Districts 30% Estimated Cost	Grand Total All Placements	
			SELPA Paid YTD	District Estimated	SELPA Estimated	Total Estimated		District Estimated Cost	SELPA Estimated Cost
Carpinteria Unified	1	1	\$ 114,061	\$ 35,200	\$ 147,520	\$ 182,720		\$ 35,200	\$ 147,520
Lompoc Unified	0	1	\$ 19,569	\$ 2,536	\$ 17,034	\$ 19,569		\$ 2,536	\$ 17,034
Santa Barbara County Education Office - Montecito	0	1	\$ 16,969	\$ 3,472	\$ 18,497	\$ 21,969		\$ 3,472	\$ 18,497
Santa Maria Joint	3	3	\$ 267,714	\$ 153,563	\$ 398,159	\$ 551,722	\$ -	\$ 153,563	\$ 398,159
Santa Barbara Unified	2	4	\$ 538,654	\$ 143,804	\$ 689,316	\$ 833,120		\$ 143,804	\$ 689,316
Santa Ynez Valley Consortium	1	1	\$ 223,656	\$ 91,856	\$ 257,604	\$ 349,459		\$ 91,856	\$ 257,604
SBCSELPA - Combined Site Visits			\$ 5,791	\$ -	\$ 5,198	\$ 5,198		\$ -	\$ 5,198
TOTAL	7	11	\$ 1,186,414	\$ 430,431	\$ 1,533,328	\$ 1,963,758	\$ -	\$ 430,431	\$ 1,533,328

2023-24 Mental Health NPS Placement Budget	\$ 1,650,000
Mental Health NPS Placement Expenses to SELPA (Estimated)	\$ 1,533,328
Mental Health NPS Balance Available (Estimated)	\$ 116,672

2023-24 Non Mental Health NPS Placement Budget	\$ 360,000
Estimated Non Mental Health Placement Costs (SELPA)	\$ -
Non Mental Health NPS Balance Available (Estimated)	\$ 360,000

Mental Health Placements - Students with an eligibility of emotionally disturbed placed in a nonpublic school pursuant to an IEP.

SELPA pays all invoices and bills the district for cost of Non-Mental Health services.

Districts also pay % of Mental Health Costs as specified in the Local Plan based on the # of years of placement (50% for Year 2 and 70% of Year 3).

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.