

SANTA BARBARA COUNTY SELPA LOCAL PLAN

SECTION 1

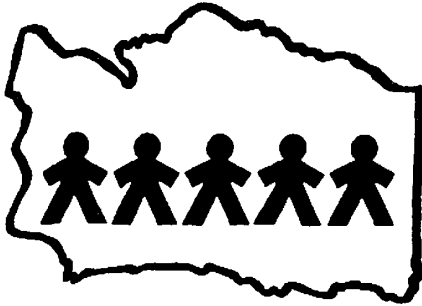
CERTIFICATION OF PARTICIPATION, COMPATIBILITY, AND COMPLIANCE ASSURANCES

(Revised 5-4-2020)

PREFACE

Education Code Section 56195.1 requires that each school district submit or be a part of a local plan for special education. This Local Plan describes the local provisions for ensuring a free, appropriate education for all individuals with exceptional needs in Santa Barbara County. The Santa Barbara County SELPA has been formed pursuant to Education Code 56195.1(c) which provides for the County Office of Education to join with districts in the county to submit the plan.

In order to receive funding for special education, this plan must be approved by the State Superintendent of Public Instruction. It will only be approved after it meets all state and federal requirements including those contained in the California Education Code and Regulations, and Public Law 105-17 (the Individuals with Disabilities Education Act and Regulations). It must also be approved by each participating district and the County Education Office.



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

SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1. FREE APPROPRIATE PUBLIC EDUCATION (20 United States Code [U.S.C.] § 1412 (a)(1))

It shall be the policy of this local education agency (LEA) that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

2. FULL EDUCATIONAL OPPORTUNITY (20 U.S.C. § 1412 (a)(2))

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

3. CHILD FIND (20 U.S.C. § 1412 (a)(3))

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) (20 U.S.C. § 1412 (a)(4))

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an individualized family service plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. LEAST RESTRICTIVE ENVIRONMENT (20 U.S.C. § 1412 (a)(5))

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. PROCEDURAL SAFEGUARDS (20 U.S.C. § 1412 (a)(6))

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

7. EVALUATION (20 U.S.C § 1412 (a)(7))

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. CONFIDENTIALITY (20 U.S.C § 1412 (a)(8))

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

9. PART C, TRANSITION (20 U.S.C § 1412 (a)(9))

It shall be the policy of this LEA that a transition process for a child who is participating in Early Education Programs (Individuals with Disabilities Education Act [IDEA], Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

10. PRIVATE SCHOOLS (20 U.S.C § 1412 (a)(10))

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. LOCAL COMPLIANCE ASSURANCES (20 U.S.C § 1412 (a)(11))

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California Education Code, Part 30.

12. INTERAGENCY (20 USC § 1412 (a)(12))

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process

13. GOVERNANCE (20 U.S.C § 1412 (a)(13))

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. PERSONNEL QUALIFICATIONS (20 U.S.C § 1412 (a)(14))

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the CDE about staff qualifications.

15. PERFORMANCE GOALS & INDICATORS (20 U.S.C § 1412 (a)(15))

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. PARTICIPATION IN ASSESSMENTS (20 U.S.C § 1412 (a)(16))

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS (20 U.S.C § 1412 (a)(17))

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local and other federal funds.

18. MAINTENANCE OF EFFORT (20 U.S.C § 1412 (a)(18))

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal law and regulations.

19. PUBLIC PARTICIPATION (20 U.S.C § 1412 (a)(19))

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. RULE OF CONSTRUCTION (20 U.S.C § 1412 (a)(20))

(Federal requirement for state education agency only)

21. STATE ADVISORY PANEL (20 U.S.C § 1412 (a)(21))

(Federal requirement for state education agency only)

22. SUSPENSION/EXPULSION (20 U.S.C § 1412 (a)(22))

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs will be revised.

23. ACCESS TO INSTRUCTIONAL MATERIALS (20 U.S.C § 1412 (a)(23))

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 U.S.C § 1412 (a)(24))

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

25. PROHIBITION ON MANDATORY MEDICINE (20 U.S.C § 1412 (a)(25))

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. DISTRIBUTION OF FUNDS (20 U.S.C § 1411(e),(f)(1-3))

(Federal requirement for state education agency only)

27. DATA (20 U.S.C § 1418 a-d)

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. READING LITERACY (State Board requirement, 2/99)

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, special education local plan area (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. CHARTER SCHOOLS (California Education Code 56207.5 (a-c))

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a SELPA may not be treated differently from a similar request made by a school district.

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

MEMBER LOCAL EDUCATION AGENCIES

The following are districts/county offices participating in the plan and the dates of local board approval:

DISTRICT/COUNTY OFFICE	DATE OF LOCAL BOARD APPROVAL
Ballard School District	May 14, 2003
Blochman Union School District	June 10, 2003
Buellton Union School District	May 14, 2003
Carpinteria Unified School District	May 27, 2003
Cold Springs School District	May 20, 2003
College School District	May 13, 2003
Cuyama Joint Unified School District	May 8, 2003
Family Partnership Charter School	April 29, 2009
Goleta Union School District	May 21, 2003
Guadalupe Union School District	May 13, 2003
Hope School District	June 2, 2003
Lompoc Unified School District	June 24, 2003
Los Olivos School District	May 12, 2003
Montecito Union School District	June 24, 2003
Orcutt Union School District	May 21, 2003
Santa Barbara County Education Office	May 1, 2003
Santa Barbara Unified School District	June 24, 2003
Santa Maria-Bonita School District	May 28, 2003
Santa Maria Joint Union High School District	June 18, 2003
Santa Ynez Valley Union High School District	June 10, 2003
Solvang School District	May 7, 2003
Vista Del Mar Union School District	May 8, 2003
Santa Barbara Charter School	July 1, 2013
Manzanita Public Charter School	May 4, 2015
Adelante Charter School	March 19, 2018

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The parties listed in Section 1 below mutually agree and promise as set forth in this Joint Powers Agreement:

1. PARTIES

The Boards of Education of

Adelante Charter School
Ballard School District
Blochman Union School District
Buellton Union School District
Carpinteria Unified School District
Cold Spring School District
College School District
Cuyama Joint Union School District
Family Partnership Charter School
Goleta Union School District
Guadalupe Union School District
Hope School District
Lompoc Unified School District
Los Olivos School District
Manzanita Public Charter School
Montecito Union School District
Orcutt Union School District
Santa Barbara Charter School
Santa Barbara Unified School District
Santa Maria Joint Union High School District
Santa Maria-Bonita School District
Santa Ynez Valley Union High School District
Solvang School District
Vista Del Mar Union School District and the
Santa Barbara County Education Office

2. **PURPOSE**

The purpose of this agreement is to provide for the creation of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the SBCSELPA.

3. **AUTHORITY**

This agreement is entered into pursuant to Education Code Section 56195.1(c) and Government Code Section 6500 and following, relating to the joint exercise of powers between public educational agencies identified herein and also those that may hereafter be accepted for membership herein.

4. **ADMINISTRATION AND GOVERNANCE**

a. The parties hereto hereby create the Santa Barbara County Special Education Local Plan Area (hereinafter SBCSELPA), which will be a separate public agency responsible for administering this agreement and the Local Plan.

b. The SBCSELPA shall be governed by the SBCSELPA JPA Board, which shall be comprised of eight voting members. The Board shall be comprised of the County Superintendent of Schools and superintendents of districts in Santa Barbara County and selected as follows:

Five members from non-direct service districts shall be selected by the consensus of the LEA Superintendents, with two members representing non-direct service districts in south Santa Barbara County; two members representing non-direct service districts in North Santa Barbara County; and one member representing non-direct service districts in the Santa Ynez Valley Special Education Consortium.

One member from direct service districts shall be selected by the Superintendents' Council, representing direct service districts in both North and South Santa Barbara County.

One member from 9-12th grade high school districts shall be selected by the Superintendents' Council.

The County Superintendent of Schools shall continuously serve as an eighth member of the Board.

c. All district superintendent appointments to the Board shall be for two-year terms. Appointments to the Board shall expire on ~~December 31.~~ **June 30.**

d. Each voting member of the Board shall take and execute the oath of office prior to exercising any duties hereunder.

e. The Board shall annually elect a Chairperson, Vice-Chairperson and Clerk from its voting members. The SBCSELPA Director shall serve as Secretary to the Board. The Chairperson and Vice-Chairperson shall serve at the pleasure of the Board until a successor is elected.

f. The Board shall develop and adopt bylaws which may be amended from time to time.

g. Regular meetings shall be held as determined by the Board and set forth in its bylaws. Such meetings shall comply with all provisions of the Brown Act. (Government Code Sections 54950 and following) and provisions of the Education Code regarding school district governing board meetings (Education Code Sections 35140 and following). A majority of the voting membership of the Board shall constitute a quorum and a majority of the voting membership shall be necessary for action to be taken. Vacant positions shall be counted as part of the membership when determining whether a majority exists. If a member of the Board misses three consecutive board meetings, the District Superintendent's may opt to remove the Board member. When a member of the Board resigns, is removed, or otherwise vacates membership on the Board, a replacement member shall be appointed by consensus of the LEA Superintendents as prescribed in Section 4 of this agreement.

h. The fiscal year of the SBCSELPA shall run from July 1 through June 30.

5. **AUDITING AND ACCOUNTING SERVICE**

The Auditor/Controller of Santa Barbara County, the Santa Barbara County Superintendent of Schools and the Treasurer of Santa Barbara County shall perform the Auditor/Controller and Treasurer functions prescribed by Government Code Sections 6505 and 6505.5 in the same manner that they perform these functions for school districts. The approval of demands for which the County Superintendent of Schools shall draw warrants shall be performed in accordance with the policies and procedures adopted by the SBCSELPA JPA Board, subject to the review and approval of the County Superintendent of Schools, as required by Education Code Sections 42633 and following. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the SBCSELPA JPA Board.

6. **POWERS OF THE SBCSELPA**

The SBCSELPA powers shall include the following:

6.1 **GENERAL**

The SBCSELPA, through the SBCSELPA JPA Board, shall have the power and authority to exercise any power common to the public educational agencies which are parties to this agreement.

6.2 SPECIFIC

- a. To make and enter into contracts.
- b. To select, employ and dismiss agents or employees or to utilize the services of personnel of the parties when such services are offered by the parties.
- c. To acquire, construct, manage, maintain or operate any buildings, equipment or improvements.
- d. To acquire, hold or dispose of property, real and personal.
- e. To sue and be sued in its own name.
- f. To incur debts, liabilities or obligations.
- g. To apply for, accept, receive and disburse funds and grants from any agency of the United States of America, the State of California, or any other public agency.
- h. To invest any money in the Treasury pursuant to Government Code Section 6505.5 that is not required for the immediate activities of the SBCSELPA, as the SBCSELPA JPA Board determines is advisable, in the manner and on the same conditions as local agencies, pursuant to Government Code Section 53601.
- i. To adopt policies and bylaws governing the operations of the SBCSELPA as outlined in the Local Plan.
- j. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provisions of law.
- k. To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any other governmental entity.
- l. To obtain insurance coverage.

The County Education Office or a designated district shall serve as the Administrative Unit, and the County Superintendent of Schools or the district board shall be the SBCSELPA's agent in the exercise of any or all of these powers when so authorized by the SBCSELPA Board.

The SBCSELPA shall employ a SBCSELPA Director who shall be the Secretary to the SBCSELPA JPA Board and shall act as the Executive to the Board for all administrative functions. The SBCSELPA Director and any other staff employed by the SBCSELPA shall be appointed by the SBCSELPA JPA Board. The SBCSELPA Director and any other employees shall be housed at the County Education Office or in

other office space pursuant to SELPA policy guidelines. The duties of the SBCSELPA Director and other individuals employed by the SBCSELPA shall be stated in position descriptions which shall be formally approved by the SBCSELPA JPA Board. The SBCSELPA JPA Board may modify such position descriptions in whole or in part and at any time during the term of this Agreement.

The powers listed above shall be exercised in the manner provided in the law and be subject only to the restrictions upon the manner of exercising such powers as are imposed upon school districts in the exercise of such powers.

7. POWERS OF LOCAL EDUCATION AGENCIES

The governance of Local Education Agency (LEA) special education programs shall be the responsibility of the LEA governing boards. LEA governing boards shall have and retain authority to receive and budget all special education income allocated by the SBCSELPA Board for programs and services provided by the LEAs, except state regionalized services allocations, and for monitoring the appropriate use of federal, state and local funds allocated for special education programs.

8. FUNCTIONS OF THE SBCSELPA

The SBCSELPA shall be responsible for the following:

- a. In conjunction with the LEAs who are parties to this Agreement, develop a Local Plan for the education of individuals with exceptional needs.
- b. Coordinate the special education local plan area and implementation of the local plan.
- c. Assure the provision of administrative support and regionalized services to each of the parties in the following areas at levels to be determined by the SBCSELPA, subject to annual budget plan allocations, and at an annual cost not to exceed the annual state appropriations for regionalized services and an amount approved by the SBCSELPA JPA Board and prorated to participating member local education agencies:
 - (1) Coordinated system of identification and assessment and development of uniform policies governing identification, referral and placement of individuals with exceptional needs.
 - (2) Coordinated system of procedural safeguards.

- (3) Coordinated system of staff development and parent education including training members of the Community Advisory Committee.
- (4) Coordinated system of curriculum development and alignment with the core curriculum.
- (5) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism to include monitoring of performance goals and indicators.
- (6) Coordinated system of data collection and management information systems as needed to meet SBCSELPA requirements.
- (7) Coordination of interagency agreements and development of policies and procedures relating to the coordination with other local public agencies that serve the individuals with exceptional needs.
- (8) Coordination of services to medical facilities.
- (9) Coordination of services to individuals with exceptional needs placed in licensed children's institutions and foster family homes.
- (10) Coordination of services to individuals with exceptional needs placed in Juvenile Court Schools or County Community Schools.
- (11) Preparation and transmission of required special education local plan area reports.
- (12) Fiscal and logistical support of the Community Advisory Committee.
- (13) Coordination of transportation services for individuals with exceptional needs.
- (14) Coordination of career and vocational education and transition services.
- (15) Assurance of full educational opportunity.
- (16) Fiscal administration allocation and monitoring of state and federal funds pursuant to Education Code Section 56836 and 56841.
- (17) Allocation of program specialist funds for direct instructional program support that may be provided by program specialists in accordance with Education Code Section 56368.
- (18) Search/Serve services.
- (19) Special day classes, resource specialist programs, related services, and other special education instructional programs as agreed upon by the SBCSELPA and the particular Local Education Agencies involved.

- (20) Services for infants and preschoolers.
 - (21) Provision of support for dispute resolution and due process, as requested.
 - (22) Coordination and oversight of nonpublic school placements and oversight of nonpublic agency services.
 - (23) Ensure equal access to all programs and services in the region.
 - (24) Ensure an equitable provision of services to individuals with exceptional needs between the ages of 0 and 22.
 - (25) Assist in the resolution of complaints and work cooperatively with districts/county office to correct identified problems.
 - (26) Such other areas as the SBCSELPA JPA Board directs.
- d. Monitor compliance with federal and state laws and regulations regarding special education.
 - e. Enter into agreements with individual school districts and/or the County Education Office for provision of special education services.
 - f. Receive, distribute and account for regionalized services and SBCSELPA support funds for Local Plan implementation.
 - g. Decide disputes within the scope of this Agreement among the parties. The decision of the SBCSELPA JPA Board shall be final in the settlement of disputes between parties.
 - h. Participate in any other functions necessary to conduct the business of the SBCSELPA.

9. ANNUAL BUDGET PLAN

In addition to the powers and responsibilities presented in Section 6 and 8 above, the SBCSELPA shall, in conjunction with the parties to this Agreement, develop an annual budget plan for Local Plan activities and conduct the required public hearing. The budget plan shall include provisions setting forth the manner and level to which the SBCSELPA shall be funded.

- a. The annual budget plan shall include the expenditure of all regionalized services and program specialist funds allocated by the state legislature. It shall also include the estimated SELPA support and administrative chargeback.
- b. The Santa Barbara County SELPA Director shall submit an annual budget plan to the Santa Barbara County SELPA JPA Board on the following calendar:
 - (1) Proposed Adopted Budget for review - May
 - (2) Proposed Adopted Budget approval - June

c. The Santa Barbara County SELPA JPA Board is the entity that must develop, revise and approve all allocations of funds received by the SELPA.

d. The SBCSELPA JPA Board shall review and approve or reject requests for an increase or decrease in regionalized services and regional program allocations, and allocate all other funds received by the SBCSELPA.

e. Allocation revisions approved by the SBCSELPA shall be sent to each party to this Agreement by the SBCSELPA Director within thirty (30) days after the revision has been approved by the Board.

f. Written notice of the rejection of a request shall be sent to the originator of the request by the SBCSELPA Director within thirty (30) days after receipt of the request.

g. No request for modification to the annual budget plan shall be approved by the SBCSELPA JPA Board which results in an increase to the annual budget plan which may exceed any funding limitations.

10. OBLIGATIONS OF THE SBCSELPA

The SBCSELPA shall be an independent public entity. The SBCSELPA shall be solely responsible for its duties, liabilities and obligations and the duties, liabilities and obligations of the Administrative Unit when it is acting on behalf of the SBCSELPA. They shall not be the duties, liabilities or obligations of the parties hereto.

11. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES

Each LEA shall cooperate with the SBCSELPA and its JPA Board in their development of the Local Plan and in the JPA Board's review and approval of revisions to said Plan.

12. DUTIES OF THE SUPERINTENDENTS

The Superintendents of the LEAs named as parties to this Agreement shall serve as the LEA's representative to the Joint Powers Agency. The LEA Superintendents' shall select the members of the SBCSELPA JPA Board in accordance with Section 4 of this Agreement and shall serve as an advisory body to the SBCSELPA JPA Board.

13. SPECIAL EDUCATION ADMINISTRATORS

Each LEA operating special education programs shall designate a special education administrator from among its staff to act as the primary contact person for the district or county with the SBCSELPA.

14. RESPONSIBILITY FOR PROVISION OF SERVICES

Entities responsible for providing services and/or programs to individuals with exceptional needs are specified in the SBCSELPA Policies and Procedures. At any time, recommendations for changes in the delivery system may be developed by SBCSELPA Director and submitted to the JPA Board for approval.

15. COMMUNITY ADVISORY COMMITTEE

A Community Advisory Committee shall be established. The Community Advisory Committee shall advise the SBCSELPA Board in accordance with policies and procedures approved by the SBCSELPA JPA Board.

16. BONDING PERSONS HAVING ACCESS TO PROPERTY

The public officers or persons who have charge of, handle, or have access to any property of the SBCSELPA shall be the SBCSELPA Director and any other officers or persons to be designated or empowered by the SBCSELPA JPA Board. Each such officer or person shall be required to file an official bond with the Administrative Unit in the amount of Fifty Thousand dollars (\$50,000) or in such other amount as may be established by the SBCSELPA JPA Board. Should the existing bond or bonds of any such officer or person be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond or bonds attributable to the coverage required herein shall be appropriate expenses of the SBCSELPA.

17. DISTRIBUTION OF LIABILITY

The SBCSELPA is a joint powers agency and its members are jointly and severally liable, to the extent provided in Government Code Section 895.2, for the negligent or wrongful acts of the SBCSELPA and one another occurring in the performance of this Agreement. Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the SBCSELPA or its employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be determined by multiplying the judgment recovered or settlement paid by a percentage equal to the party's average daily attendance for the previous school year, using the figures for average daily attendance shown on the California Department of Education Annual Report of Attendance Forms J-18/19. In the event of liability imposed upon any entity created by this Agreement, for injury which is caused by

the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omission shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

18. INSURANCE

Each party shall obtain public liability, property damage and worker's compensation insurance sufficient so that it may meet its potential liabilities hereunder. The Administrative Unit shall insure itself. The SBCSELPA JPA Board shall obtain public liability, property damage and worker's compensation insurance sufficient to insure itself from loss, liability or claims arising out of or in any way connected with this Agreement.

19. LIMITATIONS

It is understood and agreed that the Local Plan hereunder shall not exceed any applicable enrollment and service limitations.

If any party to this Agreement exceeds the funding allocations specified in the annual budget plan approved by the SBCSELPA as specified in Section 9 above, the resultant costs of such excess shall be borne by the LEA that exceeded such allocation.

20. TERM

This Agreement becomes effective on the date of final approval of the SBCSELPA JPA Agreement, provided it has been approved by all parties choosing to participate, and it shall continue in effect until a majority of the participating parties have terminated membership in the manner provided by Section 21 of this Agreement.

21. TERMINATION OF MEMBERSHIP

A party may resign from membership in the SBCSELPA by notifying the SELPA JPA Board and the Superintendent of the County Schools Office in writing of its intention to do so at least one year prior to the proposed date of its resignation, as required by Education Code Section 56195.3 (b).

22. AMENDMENT

This Agreement may be amended, altered or supplemented at any time by a two-thirds vote of the participating district boards.

23. DISPOSITION OF PROPERTY AND FUNDS UPON TERMINATION

Upon termination, the property and funds of the SBCSELPA shall be distributed as follows:

a. All property and funds shall be transferred to the new agency operating system.

b. If no new agency exists, all property shall be distributed pursuant to an agreement reached by all parties to this Agreement at that time. If said parties cannot agree on distribution, said property shall, to the extent possible, be sold for cash, and said cash and the remaining unsaleable property shall be distributed to each of the parties in accordance with the respective contributions of each party to the cost of said property.

c. After payment of all costs, expenses and charges incurred under the agreement, any monies in the possession of the SBCSELPA shall be returned to the parties in proportion to contributions made.

24. PARTIAL INVALIDITY

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, promises, provisions, sections, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

25. ADOPTION AND EXECUTION

Each participating LEA shall become a party to this Agreement by virtue of its governing board's approval of the SBCSELPA JPA Agreement. Thereafter, this agreement may be executed by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all parties. Each party shall promptly transmit an executed copy of this document to the Administrative Unit.

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 27th day of September, 2018.

ADELANTE CHARTER SCHOOL DISTRICT

BY: 

Brianna Aguilar

(Typed or Printed Name)

Title: Board, Vice - President

Date Approved by Board: 9-27-18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 27th day of June, 2018.

Ballard _____ SCHOOL DISTRICT
BY: Allan Pelletier

Allan Pelletier

(Typed or Printed Name)

Title: Superintendent/Principal

Date Approved by Board: June 27, 2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 25th day of September, 2018.

Blochman Union SCHOOL DISTRICT
BY: Shannon Clay

Shannon Clay
(Typed or Printed Name)

Title: Board President

Date Approved by Board: 9/25/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 8th day of August, 2018.

Buellton Union SCHOOL DISTRICT
BY: [Signature]
Dr. Randal Haggard
(Typed or Printed Name)
Title: Superintendent
Date Approved by Board: 8/8/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 26 day of June, 2018.

CARPINTERIA UNIFIED SCHOOL DISTRICT
BY: Diana F Rigby
Diana F Rigby
(Typed or Printed Name)
Title: Superintendent
Date Approved by Board: 6/26/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this Monday ^{July 9} day of July, 2018.

Cold Spring SCHOOL DISTRICT
BY: Amy Alzina

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 7/9/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 14th day of August, 2018.

COLLEGE SCHOOL DISTRICT
BY: Maureen Donner
MAURENE DONNER
(Typed or Printed Name)
Title: SUPERINTENDENT/PRINCIPAL

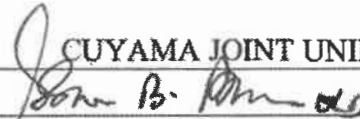
Date Approved by Board: 8/14/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 26th day of July, 2018.

CUYAMA JOINT UNIFIED SCHOOL DISTRICT
BY: 

Stephen Bluestein, Ed. D.

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 7/26/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 28th day of August, 2018.

Family Partnership Charter SCHOOL DISTRICT

BY: 

Steven Torres

(Typed or Printed Name)

Title: Executive Director

Date Approved by Board: 8-28-18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 15th day of August, 2018.

GOLETA UNION SCHOOL DISTRICT
BY: 

Carin Ezal
(Typed or Printed Name)

Title: Board President

Date Approved by Board: 08/15/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 8th day of August, 2018.

Guadalupe Union SCHOOL DISTRICT

BY: [Signature]

Emilio Handall, Ed. D.

(Typed or Printed Name)

Title: Superintendent


Date Approved by Board: 8/8/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 9th day of July, 2018.

Hope SCHOOL DISTRICT
BY: 

Anne Hubbard

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 7/9/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 13th day of August, 2018.

LOMPOC UNIFIED SCHOOL DISTRICT
BY: Trevor McDonald

(Typed or Printed Name)
Title: Secretary to Board of Education
Date Approved by Board: 8/13/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 25 day of June, 2018.

Los Olivos SCHOOL DISTRICT

BY: [Signature]

Bridget Baublitz

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 6/25/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 19th day of SEPTEMBER, 2018.

MANZANITA PUBLIC CHARTER SCHOOL DISTRICT

BY: Suzanne Nicastro

Suzanne Nicastro

(Typed or Printed Name)

Title: Superintendent / Principal

Date Approved by Board: SEPTEMBER 19, 2018


26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 21st day of August, 2018.

Montegto Union SCHOOL DISTRICT

BY: 

Anthony Ranii

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 8/21/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 8th day of August, 2018.

Orcutt Union SCHOOL DISTRICT
BY: Deborah A. Blow

Dr. Deborah Blow

(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 08/08/18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 18th day of July, 2018.

SANTA BARBARA CHARTER SCHOOL SCHOOL DISTRICT

BY: [Signature]

ELIJAH LOVESDY

(Typed or Printed Name)

Title: PRESIDENT, COT

Date Approved by Board: 7/18/2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 11th day of September, 20 18.

Santa Barbara Unified SCHOOL DISTRICT

BY: Cary Matsuka

CARY MATSUOKA

(Typed or Printed Name)

Title: Superintendent
Board of Education

Date Approved by Board: SEP 11 2018

Approved

26. SUCCESSORS

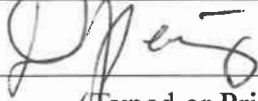
This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 7 day of August, 2018.

Santa Maria Joint Union SCHOOL DISTRICT

BY: Diana Perez



(Typed or Printed Name)

Title: President of the SMJUHSD Board of Education

Date Approved by Board: 8/7/2018

BOARD CERTIFICATION

This is to certify that the Santa Maria-Bonita School District School Board, at its regular meeting on August 8, 2018, approved the amendment(s) to the local plan. The agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 CFR, Parts 300 and 303, Section 504 of Public Law, the Federal Rehabilitation Act of 1973, as amended , and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title VI of the California Code of Regulations.


MOTION: Linda Cordero (name)

SECOND: John Hallingshead (name)

Vote: Ayes: 5
Noes: 0
Absent: 0

I certify that the foregoing statement is true and correct.

August 8, 2018
(date)



Signature
Luke Ontiveros
Superintendent

(Name and Title)
Superintendent or Board President

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 18 day of August, 2018.

Santa Fe Valley Union HS SCHOOL DISTRICT
BY: [Signature]

SCOTT COPY

(Typed or Printed Name)
Title: SUPERINTENDENT

Date Approved by Board: 8-18-18

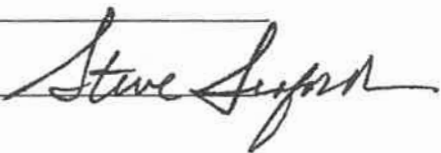
26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 14 day of August, 20 18.

Solvang Elementary SCHOOL DISTRICT
BY: _____

Dr. Steve Seaford 
(Typed or Printed Name)

Title: Superintendent

Date Approved by Board: 8-14-18

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 25th day of September, 2018.

VISTA DEL MAR UNION SCHOOL DISTRICT

BY: *William Banning*

William Banning

(Typed or Printed Name)

Title: Interim Superintendent/Principal & Board Secretary

Date Approved by Board: Sept. 12, 2018

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this 6th day of September, 2018.

Santa Barbara County
Education Office SCHOOL DISTRICT

BY: Susan Salcido

Susan Salcido

(Typed or Printed Name)

Title: County Superintendent of Schools

Date Approved by Board: 9/6/18