

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

Regular Meeting

Monday, October 7, 2024

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

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

IV. APPROVAL OF ACTION AGENDA

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

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

V. CONSENT AGENDA ITEMS

- A. Minutes of September 9, 2024, Regular Meeting REF: V-A
- B. Ratification of Payment Claims REF: V-B
- C. 2024-25 Nonpublic School (NPS) Individual Service Agreements (ISAs) REF: V-C
 - 1. Individual Service Agreement: Casa Pacifica School
 - 2. Individual Service Agreement: Copper Hills Youth Center
- D. 2024-25 Nonpublic Agency (NPA) Master Contract Rates REF: V-D
 - 1. Exhibit A Rates Sheet: 3 Chords Inc and Therapy Travelers dba Epic Special Ed Staffing
 - 2. Exhibit A Rates Sheer: Every Special Child, LLC
 - 3. Exhibit A Rates Sheet: Intercare Therapy, Inc.
 - 4. Exhibit A Rates Sheet: The Language Center
 - 5. Exhibit A Rates Sheet: SHC Services Inc. dba Supplemental Health Care
- E. 2024-25 Nonpublic School (NPS) Master Contract Rates REF: V-E
 - 1. Exhibit A Rates Sheet: Copper Hills Youth Center
 - 2. Exhibit A Rates Sheet: Heritage Schools, Inc.
- F. 2024-2025 Legal Service Agreement REF: V-F
 - 1. Atkinson, Adelson, Loya, Ruud, & Romo

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

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

VI. PRESENTATION – None.

VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION

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

It is recommended that the JPA Board approve the SBCEO request for Paraeducator Support for Remote Speech Therapy for 2024/2025 as presented.

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

VII. ITEMS SCHEDULED FOR ACTION/CONSIDERATION (continued)

- B. SBCEO Education Office (SBCEO) Regional Program REF: VII-B
 Operator Request for Funding for Additional Paraeducator Support for Extensive Support Needs (ESN) Program at Manzanita Charter School for the 2024-25 School Year
 - 1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO Regional Program request for additional Paraeducator Support for Extensive Support Needs (ESN) Program at Manzanita Charter School for the 2024-25 School as presented.

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

- C. Santa Barbara County Education Office (SBCEO) Regional Program REF: VII-C
 Operator Request for Funding for Additional Paraeducator Support for Extensive Support Needs (ESN) Program at Oakley Preschool for the 2024-25 School Year
 - 1. SBCEO Request

It is recommended that the JPA Board approve the SBCEO Regional Program request Funding for Additional Paraeducator Support for Extensive Support Needs (ESN) Program at Oakley Preschool for the 2024-25 School Year as presented.

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

VIII. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION

- A. Approval of Fiscal Year 2024-25 Adopted Budget & Adopted Budget Analysis & Recommendation REF: VIII-A
- B. Santa Maria Joint Union High School District (SMJUHSD) Rescinding Request to Take Back Therapeutic Learning Center (TLC) Special Day Class (SDC) Program for the 2025-26 School Year REF: VIII-B
 - 1. Notice to Rescind, dated September 27, 2024
 - 2. Original Letter of Intent, Year & a Day Notice, Presented June 3, 2024
- C. Santa Maria Joint Union High School District (SMJUHSD) Withdrawal of Request to Take Back Deaf & Hard of Hearing (DHOH) Special Day Class (SDC) Program for the 2025-26 School Year REF: VIII-C
 - 1. Notice to Rescind, dated September 27, 2024
 - 2. Original Letter of Intent, Year & a Day Notice, Presented June 3, 2024
- D. Peabody Charter School Rescinding the Request to Join the Santa Barbara County SELPA (SBCSELPA) in the 2025-26 School Year REF: VIII-D
 - 1. Notice to Rescind, dated September 26, 2024
 - 2. Original Letter of Intent, Year & a Day Notice, Presented June 3, 2024
- E. Interagency Agreement (IAA) between Community of Santa Barbara County Children’s Services Head Start Program and Santa Barbara County SELPA (SBCSELPA) REF: VIII-E
 - 1. Interagency Agreement with revisions
 - 2. Interagency Agreement in final form

SBCSELPA EXECUTIVE DIRECTOR'S REPORT TO JPA BOARD

October 7, 2024

1) Due Process/Dispute Updates –

One (1) Due Process filings in progress and one (1) CDE Investigation.

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

We have a total of eight (8) SBCSELPA funded NPS placements.

3) Special Education Finance Update –

- *State Revenues coming in for JULY AND AUGUST are above the projected forecast!*
- *If revenues come in as expected, we can assume a good/neutral Governor's budget proposal in January 2025. This is a positive indicator for educational funding.*
- *Financial analysts are looking to see if the recent change in interest rates will affect the CA economy in a positive way. We are in "watch and see" mode.*

4) Legislative Update –

A message from the Governor's office regarding bills signed to support special education:

Sacramento, California – Governor Gavin Newsom signed a package of legislation to make California more accessible and inclusive to all people with disabilities and strengthen California's nation-leading commitment to support people with intellectual and developmental disabilities so they can live and thrive in their communities.

"When we say, 'California for ALL,' we mean every single person in this state should be able to thrive – and that includes those with physical, intellectual, and developmental disabilities. I'm proud to continue our historic actions to protect vulnerable students, improve statewide supports, and strengthen future opportunities for the disabled community."

Governor Gavin Newsom



[Governor Newsom signs legislation to strengthen support, opportunities, and safety for Californians with disabilities | Governor of California](https://www.gov.ca.gov/2024/09/24/governor-newsom-signs-legislation-to-strengthen-support-opportunities-and-safety-for-californians-with-disabilities/)

[gov.ca.gov](https://www.gov.ca.gov/)

5) State SELPA Early Childhood Committee –

This committee facilitated a presentation titled, “Moving the Needle on Inclusion for Preschoolers with IEPs in California” (SEE attached presentation, REF: I-E.1) at our last association meeting on October 3, 2024. This presentation shares data regarding inclusive efforts and a friendly reminder of beginning best practices at an early stage.

6) SBCSELPA Annual Private School Presentations –

The Santa Barbara County SELPA staff held its annual Private School Presentation (SEE attached presentation, REF: I-E.2) in person in locations in both the North and South parts of our County on September 18, 2024. This presentation not only meets Child Find requirements, but is a great way to network with our private school partners!

7) 2024-25 Inclusion Network –

SBCSELPA in collaboration with SBCEO is launching off the 2024-2025 INCLUSION NETWORK countywide! Please see the attached flyer, REF: I-E.3.



Inclusion in California
Early Learning and Care

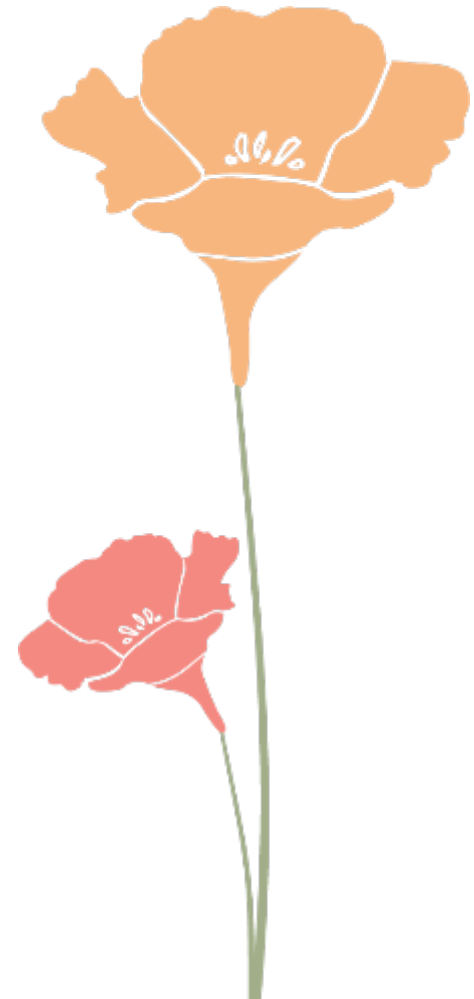
Moving the Needle on Inclusion for Preschoolers with IEPs in California

Kathleen Hebbeler

Margaret Gillis

State SELPA Meeting

October 2024



Study Objectives

- Describe the status of preschool children with disabilities in subsidized early learning and care in California
- Identify the facilitators and barriers to the inclusion of preschool children with disabilities in subsidized early learning and care and strategies to increase facilitators and decrease barriers
- Identify the implications for equity

Key Partners in the Study

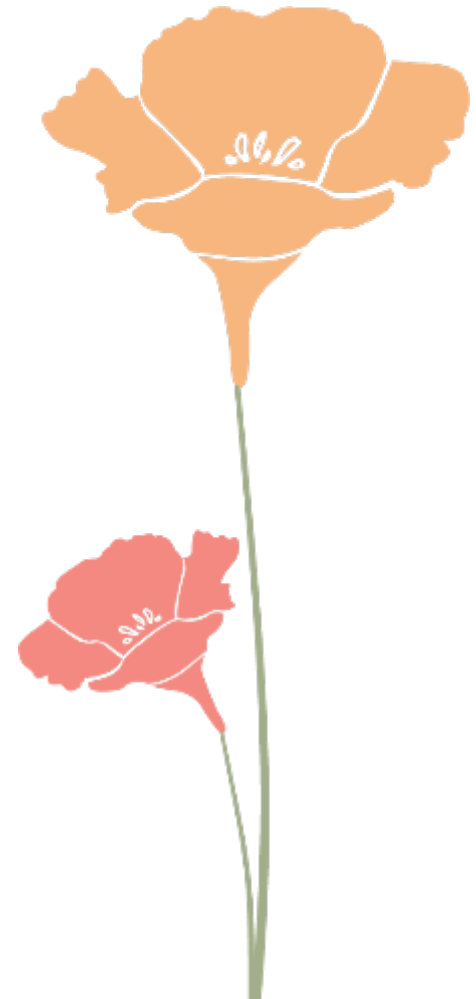


California Department of
EDUCATION

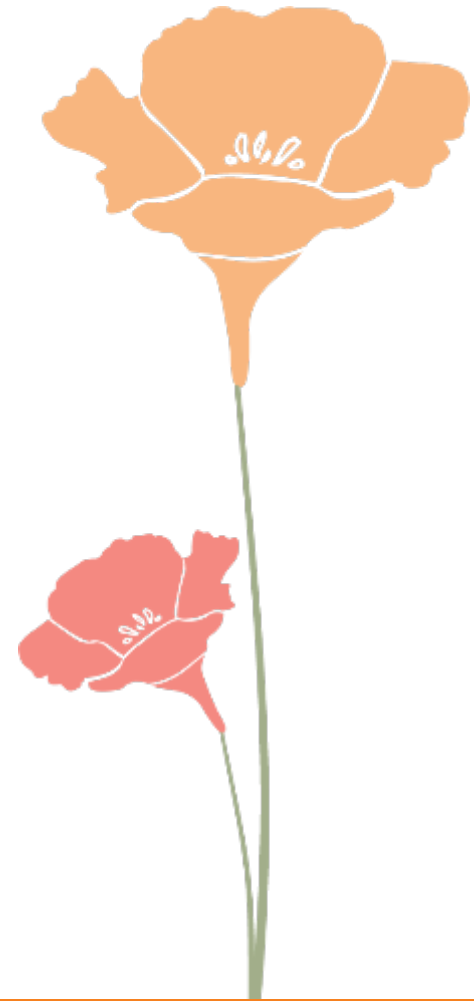
SRI Education[™]
A DIVISION OF SRI INTERNATIONAL

- Funded by Administration for Children and Families in HHS
- Collaboration between Child Care Development Fund (CCDF) Lead Agencies and research entities

The Data That Led to the Study (and a Few Updates)

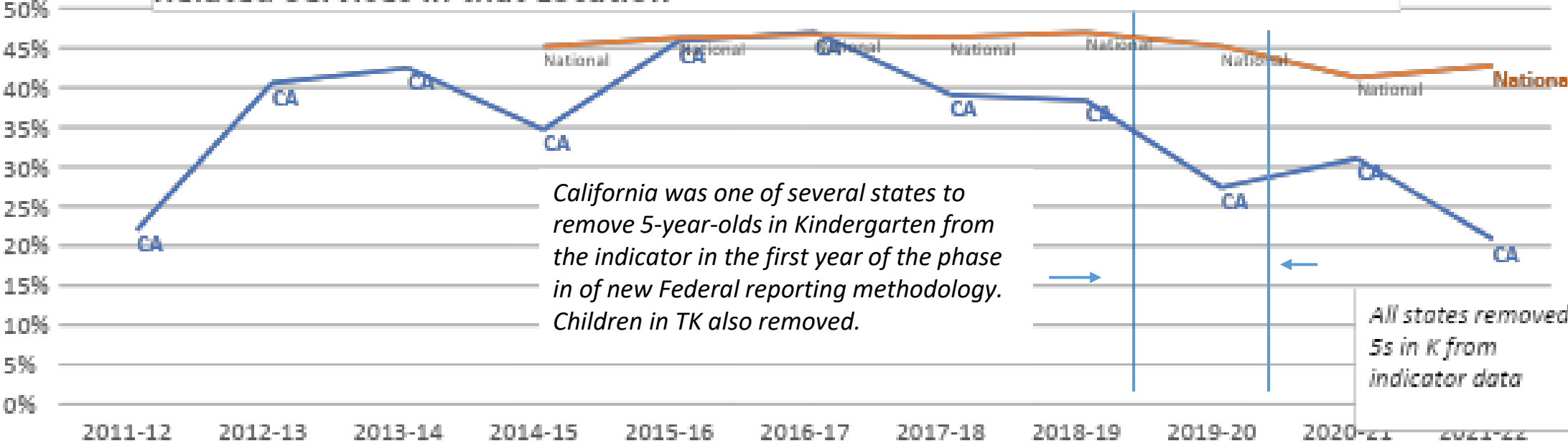


Special Education Data



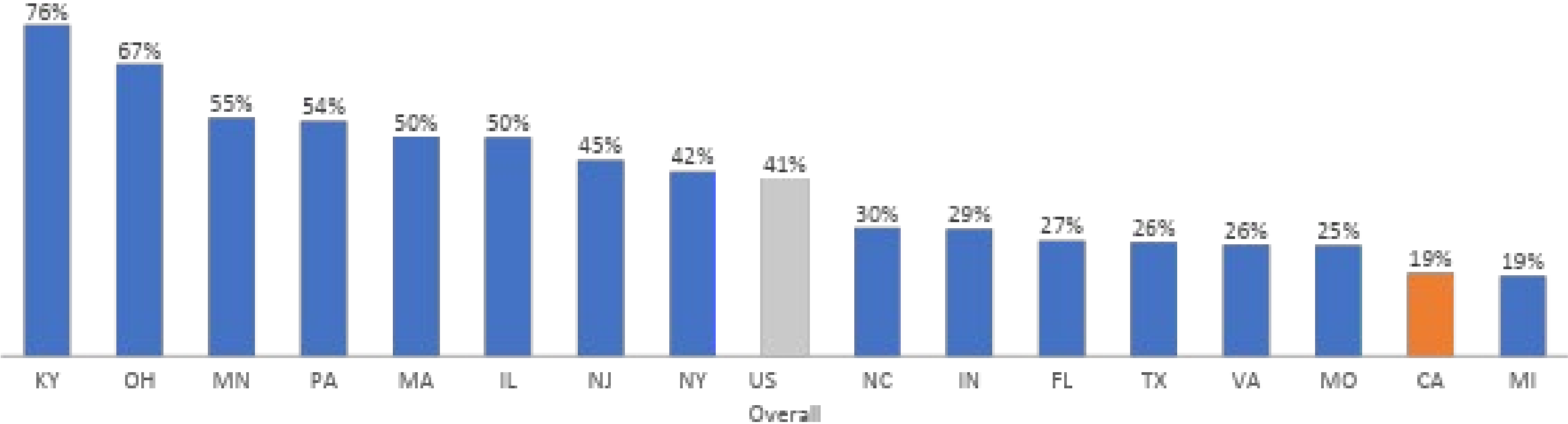
The CA percentage of preschool children with IEPs who received services in regular early childhood settings has historically been below the national average.

Indicator 6A. Percentage of Preschoolers with Disabilities Who Attend an Early Childhood Program and Receive a Majority of Their Special Education and Related Services in that Location

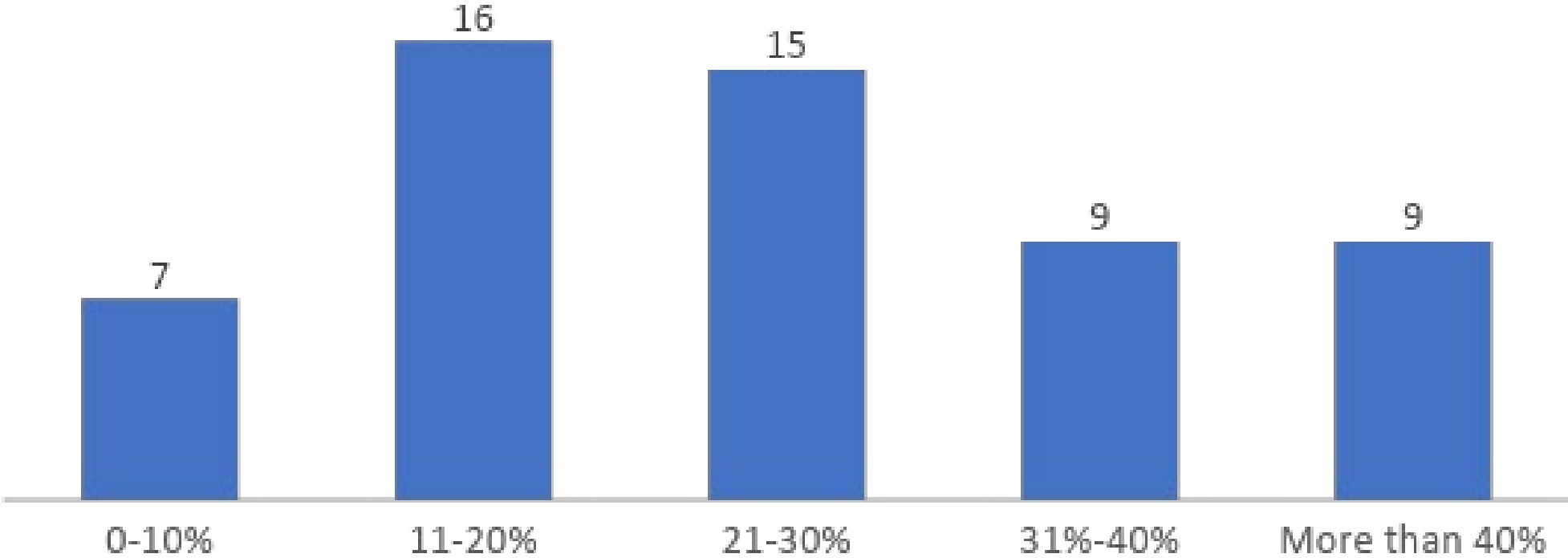


California lags behind other states including those of similar size.

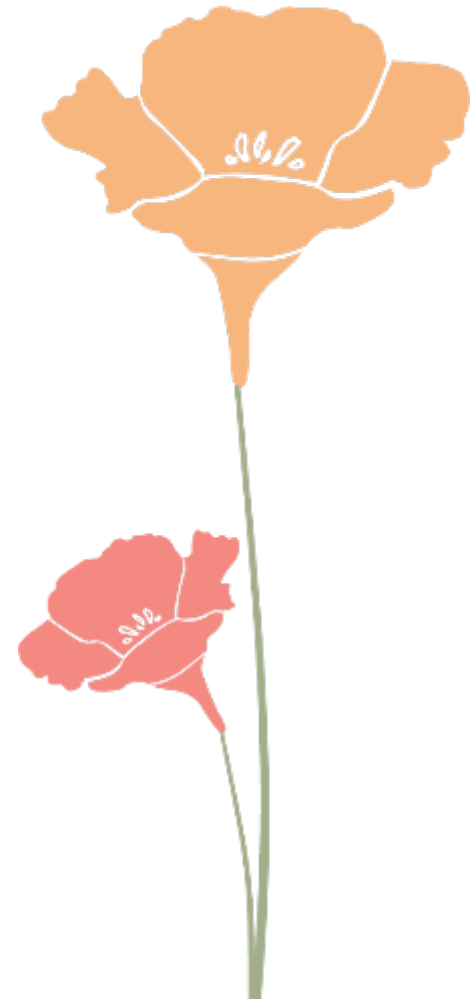
Indicator 6A: Percentage of preschoolers with an IEP who receive the majority of special education services in a regular early childhood program (FY2021-22)
States with at least 10K preschoolers on an IEP



Variation across the state for B6A, 2022-23: Number of counties in each % range

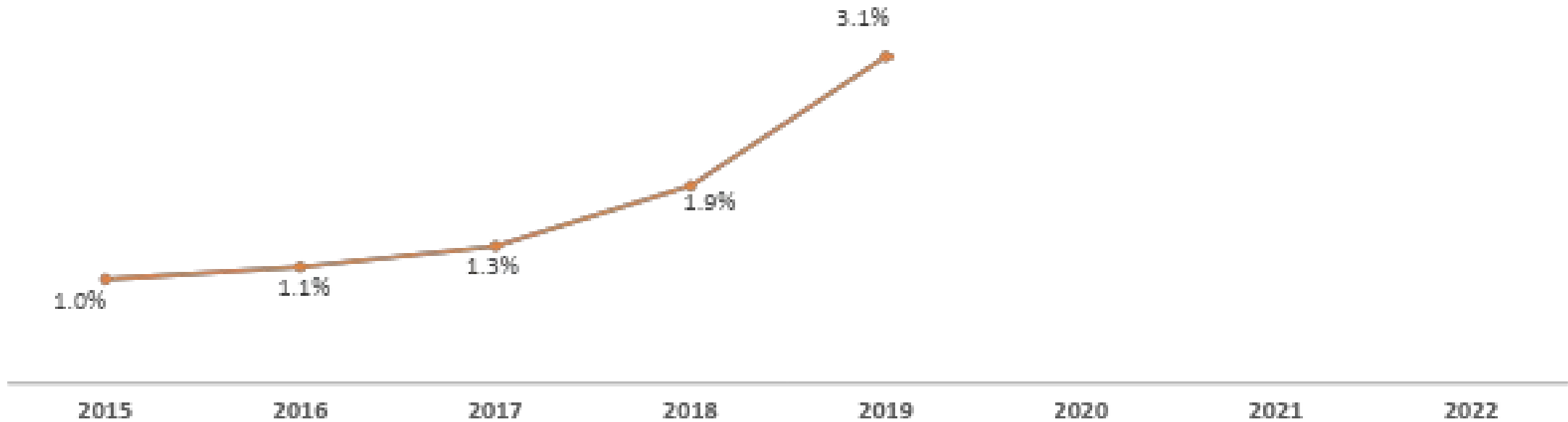


Child Care Subsidy Data



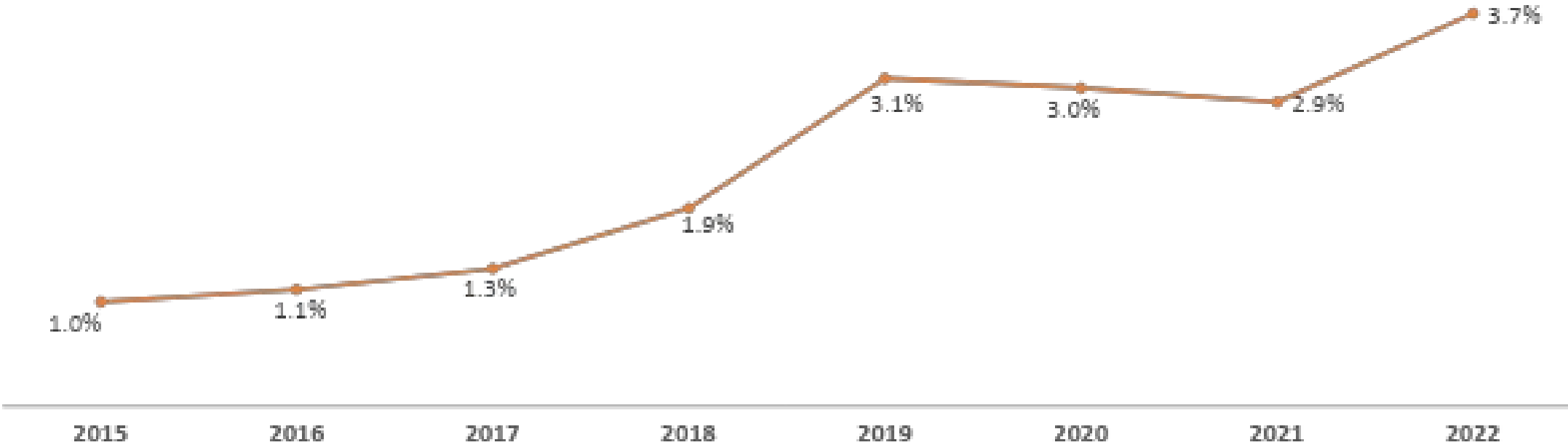
The percentage of preschoolers who receive subsidized care and have an IEP has historically been low.

Percentage of Preschoolers with Subsidy Who Have an IEP
(CDMIS, October of Each Year)



The percentage increased in 2022 but was still low.

Percentage of Preschoolers with Subsidy Who Have an IEP
(CDMIS, October of Each Year)




96% of the children with IEPs are in CSPP compared to 63% of all children

Program Type	2019 total enrollment (N)	2019 with an IEP (N and %)	2022 Total enrollment (N)	2022 with an IEP (N and %)
General Child Care	4,528	83 (1.8%)	5,067	82 (1.6%)
CalWORKS Stage 2	17,857	38 (0.2%)	8,196	20 (0.2%)
CalWORKS Stage 3	13,964	41 (0.3%)	12,545	20 (1.6%)
Alternative Payment	14,121	75 (0.5%)	28,930	99 (0.3%)
California State Preschool Program	139,879	5,801 (4.1%)	93,176	5,509 (5.9%)
General Migrant Care	1,001	16 (1.6%)	683	6 (0.9%)
Programs for Children with Severe Disabilities	11	11 (100%)	0	0

Information Collected for the Study

Method	Data Collection	Sample
Administrative Data	Subsidized early learning and care Special Education (2019-2024)	All children ages 3-5 with disabilities
Key Informant Interviews	Interviews (2021)	23 professionals in a variety of roles in early childhood and early childhood special education
Second round of interviews	Interviews (2022-2023)	48 families, child care directors, teachers, school district general early childhood and special education administrators, R&R staff, family resource center staff, Regional Center staff
Statewide Survey	Surveys (2024)	Child Care Directors (n = 198) Local Special Education/Early Childhood Special Education Administrators (n = 143)

Information Collected for the Study

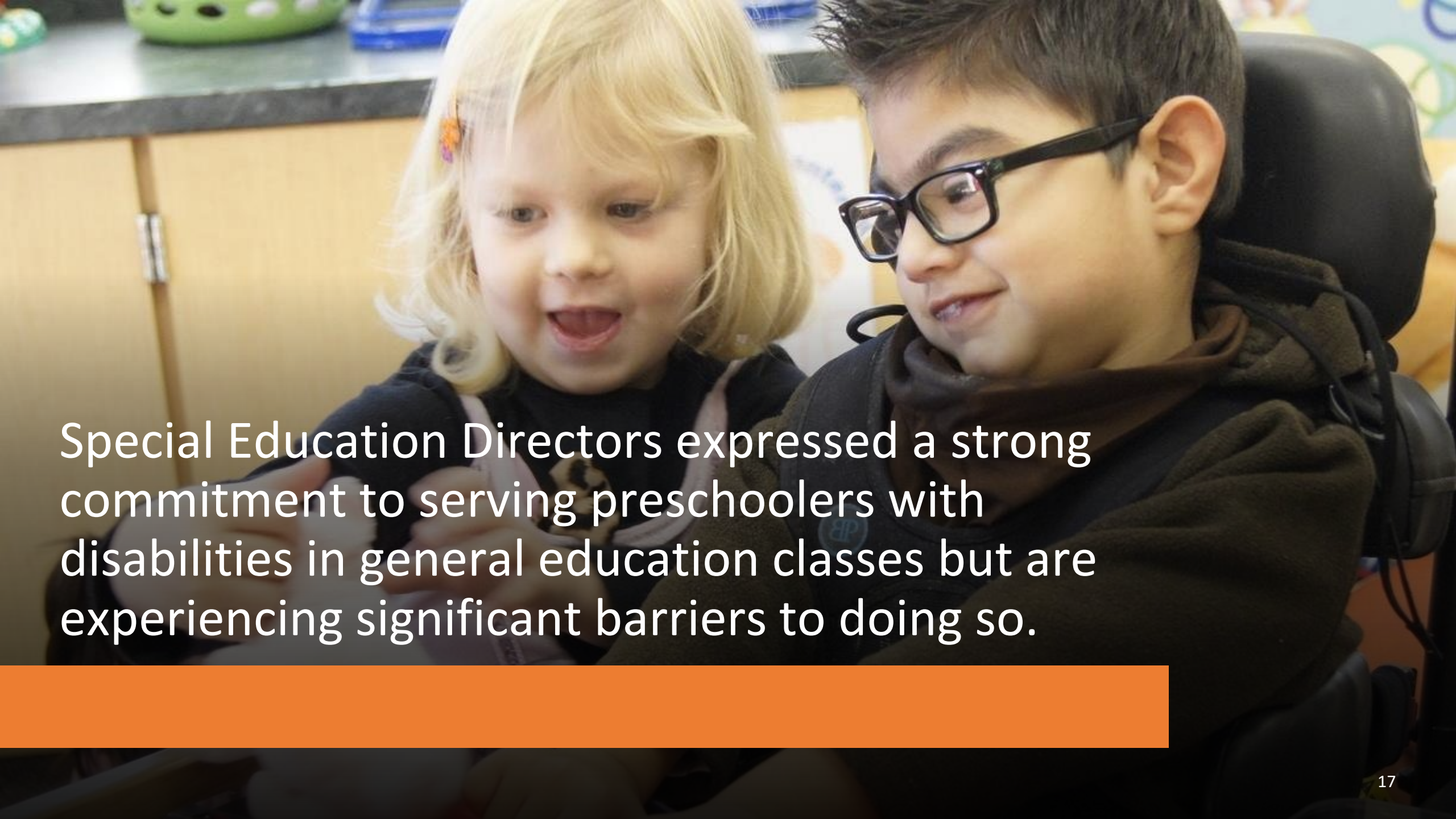
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Statewide Surveys (2024)		Child Care Directors (n = 198) Local Special Education/Early Childhood Special Education Administrators (n = 144)

Family
Perspective

Preschool children
with IEPs whose
families need child
care

School
District
Perspective

Child Care
Perspective

A young girl with blonde hair and a boy with glasses are sitting together, looking at something off-camera. The girl is on the left, wearing a dark top, and the boy is on the right, wearing a dark hoodie and glasses. They appear to be in a classroom or play area, with a wooden cabinet and a green toy visible in the background.

Special Education Directors expressed a strong commitment to serving preschoolers with disabilities in general education classes but are experiencing significant barriers to doing so.

Operated by the district



Districts Use a Variety of Placement Options for Preschoolers

Placement Options	%
Regular EC Options	
California State Preschool Program (CSPP) class operated by your district	58
CSPP class operated by another entity for the district	18
CSPP class operated by another entity (i.e., not affiliated with the district)	23
Head Start operated by the district	22
Head Start operated by another entity (i.e., not affiliated with the district)	48
Another type of general education preschool operated by the district	26
A general education preschool or child care center in the community and not affiliated with the district	43
Another general early childhood program not operated by the district not listed above	18
Other	
Special day class/special education class	88
Special school	32
Appointment-based services where the child comes to a school site or some other district location to receive services	80
Home	35
Other	7

District leaders are committed to inclusion

- A sense that things are getting better but work remains to be done.
 - 85% reported that the general education teachers were willing to have children with IEPs in their classrooms.
 - 84% reported that their district has made substantial progress over the last several years in providing special education services to preschoolers with IEPs in general education classrooms.
 - 90% reported that their district needed to make more progress.

District leaders are committed to “inclusion”

- Commitment to inclusion
 - There are many interpretations of “inclusion.”
 - Interviewees were committed to their definition/vision of what constitutes inclusion
 - 50-50 classes; having same aged peers attend special education classes; special day now to prepare for gen ed K
- Working to change mindsets about who needs special education
 - EC Special Education teachers want to protect children
 - Trying to make the regular class be the first option considered in placement decision making

Defining Inclusion: Gold Standard

- Child with an IEP is receiving special education services with same-aged peers without disabilities
- Child with an IEP has access to the general curriculum
- Child with an IEP receives their special education services in (not pulled out of) the classroom
- Proportion of children with IEPs in the classroom is similar to the proportion of children with disabilities in the general population
- Specialists support the teacher in working with the child to achieve their IEP goals
- Specialists include the child's peers in service delivery
- Child and family transitions during the day or week are minimized

Mindset is still a barrier

- 63% of Sped Directors indicated that it was true or very true that “Too many district staff believe the needs of most preschoolers with IEPs are best addressed in a special education class.”

“I personally do not believe that children between the ages of birth to five, that have special needs, should be in the general education classroom because this is the early intervention window which is a critical time of development for these children. By not having 100% devotion to their needs by highly qualified teachers/staff, that critical window of opportunity is missed and cannot be regained. Inclusion in upper grades (1st-12th) would be more beneficial for these students.”

Respondent to the Sped Director Survey

There are not enough general education slots in district programs

- Over reliance on self-contained classrooms, in part because there are not enough general education slots.
 - 64% of Sped Directors reported that they do not have enough openings in general education classrooms for all the preschoolers with IEPs who could benefit from them.
 - CSPP is the primary regular education option
 - District operated or district contracted
 - 93,000 CSPP slots compared to 42,000 preschoolers with IEPs
 - TK provides an option for 4-year-olds
 - Appropriateness for a child with a disability depends on the nature of the curriculum
 - Kindergarten, not preschool

Districts are individually working through many issues of how to serve children with disabilities in district-operated gen ed classrooms

- Child to adult ratios
- % of children with disabilities in class (how high)
- Staffing for special education service delivery (co-teaching, itinerant teachers, paras)
- How to provide planning time between gen ed and spec ed teachers
- Some operate half day; some full day
 - Some recognition that some parents need full day (but even full day CSPP is not a full work day)

Other issues related to use of CSPP for inclusion

- CSPP teachers
 - Not certified teachers; need professional development
 - Districts providing trainings; joint trainings with special ed staff
 - Some of this is grant funded. Is it sustainable?
 - Low pay; some hiring challenges
 - Some teach an am and pm class; limited planning time
 - Open/eager to have children with disabilities in their classes
- CSPP is administered by regular EC in district
 - Requires collaboration between regular and special education

Why is there limited use of child care and other community programs?


- Concerns over who pays for community-based child care and other reasons keep many districts from considering them as potential placements.
- 74% said they would never pay tuition or fees for a child to attend an early childhood program in the community
- ... but 26% they would

Even when paying for the program is not an issue

- 59% of districts said they would not provide services in a non-school district program the child was already attending
 - Why?
 - Have placements in the district that meet the child's needs (72%)
 - Not enough staff to send into the community (54%)
 - Would need to negotiate union contracts (44%)
 - Staff do not have time to travel (37%)
 - Not confident staff at community programs could support child in achieving IEP goals (31%)

School districts early childhood vary in their connections with EC programs in the community

- 75% send assessment teams to observe child as part of determining eligibility (or the SELPA/COE does)
- 70% communicate with the child's early childhood program when a child attends a district program and a community program at the same time.
- 18% provide aides
- 50% provide support like materials or help adapting equipment to a child attending a district program and a community program
- 45% invite community early childhood teachers from the community programs to their professional development opportunities.

A young girl with blonde hair and a boy with glasses are sitting together, looking at something off-camera. The girl is on the left, wearing a dark top, and the boy is on the right, wearing a dark hoodie and glasses. They appear to be in a classroom or playroom setting. The background shows wooden cabinets and a countertop with some toys.

Child Care Directors want district staff to come to their programs to observe the child and to communicate and collaborate more to support children with disabilities.

Child care directors reported preschoolers attending their programs received their special education services through a variety of arrangements.



Child care program some days and district program others



District program in the morning, then bused to the child care program



School district staff come to the program to provide services



Child care program in the morning, bused to school district for special education, then bused back to the child care program

Child care directors are open to serving children with disabilities

- 91% of child care directors report that their teachers are willing to have children with disabilities in their classes.
- 96% are willing to have school district personnel come to their program to provide services.

Relationship with School Districts

- School district staff come to program to provide services to preschoolers with IEPs (52%)
- Staff who come work with most or all teachers to help them support the preschooler with IEP (35%)
- Relationship and communication with the school district is excellent (23%) or good (29%)
- District invites staff from program to attend professional development opportunities (29%)

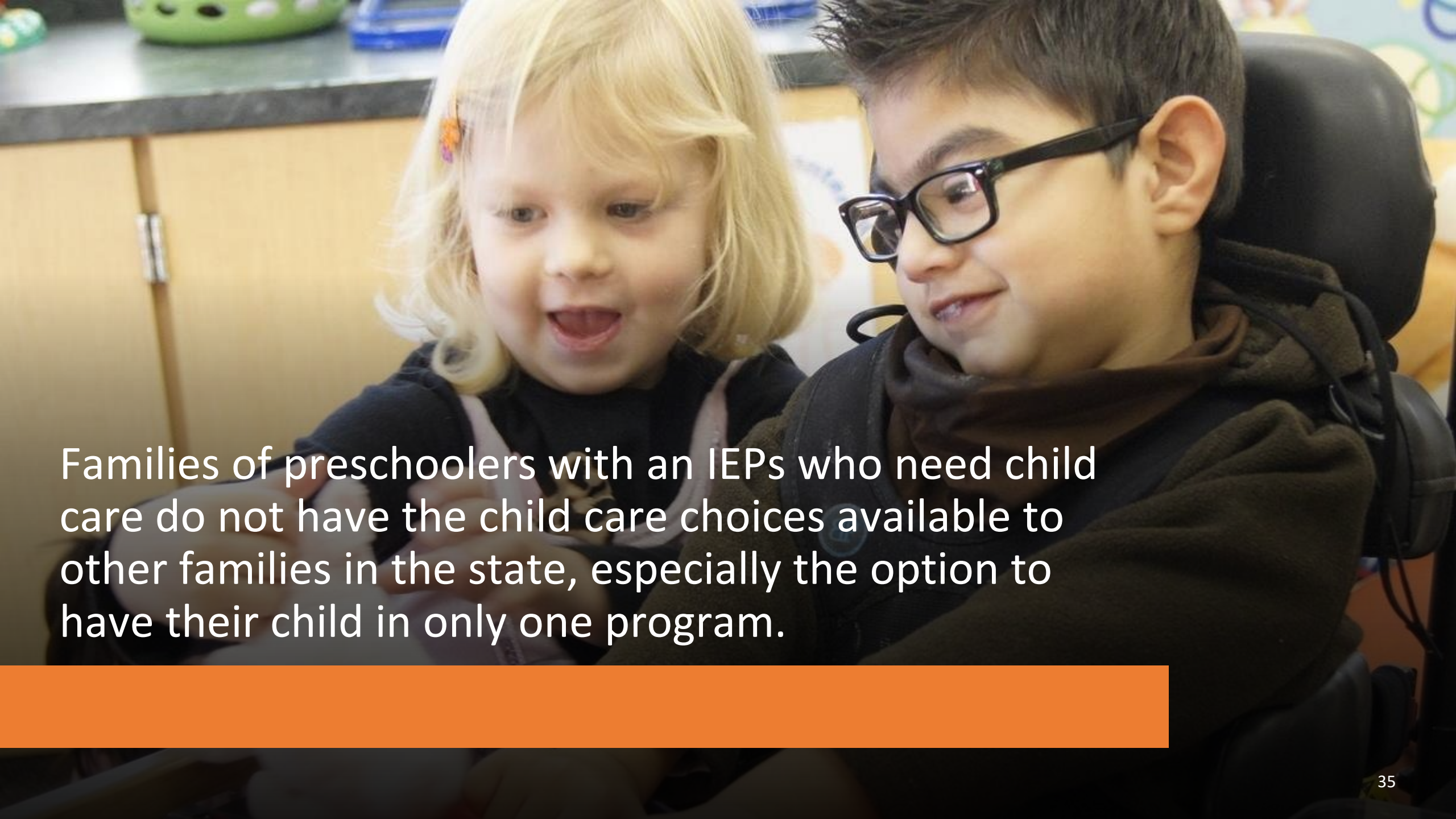
Directors report their teachers are prepared

- 92% report their program can provide good quality care for children with any type of disability (38%) or most preschoolers with disabilities (54%).
- Teachers know how to adapt lessons (98%)
- Teachers know how to promote language development for children with communication delays (99%)
- Teachers know how to support children with challenging behavior (94%)
- Staff know how to meet the needs of children with special health care needs (67%)

Training is an issue for some teachers

“Because of a massive shortage of qualified early care educators, many new teachers coming into the field are not well trained and therefore not confident in providing inclusive care. Extreme behaviors have risen dramatically in our program over the last five years and our staff turnover has also dramatically increased. Our teachers are overwhelmed, under equipped, and under paid.”

Child Care Director

A young boy with dark hair and black-rimmed glasses is sitting in a black office chair, looking towards the left. He is wearing a dark brown turtleneck sweater. Next to him is a young girl with blonde, wavy hair, wearing a dark blue top. She is also looking towards the left with an open-mouthed expression. The background shows a wooden cabinet and a countertop with some colorful toys.

Families of preschoolers with an IEPs who need child care do not have the child care choices available to other families in the state, especially the option to have their child in only one program.

Districts do not consider family's need for child care

- District's offer of FAPE may not meet the family's need for child care.
 - Expansion of district-operated early childhood programs could make this worse.
- Families may have to make tradeoffs (e.g., decline special education, transport child between multiple programs during the day).
- Attending multiple programs is not optimal for development of a 3- or 4-year-old.
- Participating in child care programs without appropriate support is not optimal for development.

Families of preschoolers do decline special education services

Percent of families of preschoolers who decline services	% of Sped Directors
0%	9
1-5%	47
6-10%	25
11-20%	5
More than 20%	2
Don't know	12

Why?

- What was offered did not work with their schedule (67% of Sped Directors)
- Wanted their child to stay in a community-based preschool or child care program the child was already attending (51%)
- Wanted their child in a class with typically developing peers (23%)

What does equity in access mean for children with disabilities?

- Normalization principle: People with disabilities should have lives that are as similar as possible as those without disabilities.
- For families accessing child care this means their choices for child care should be the same as any other family in their community.
- If school districts are requiring families experience disruptions or transitions because they have a child with a disability, is that equitable?

What does equity in access mean for children with disabilities who experience poverty and whose family needs child care?

- Families who have a child with a disability and limited resources are especially disadvantaged by the disconnect between school districts and child care centers.
- School districts report: “Families work it out somehow.”
- Low paying jobs have limited flexibility.
- Families with more resources have more options for “working it out.”

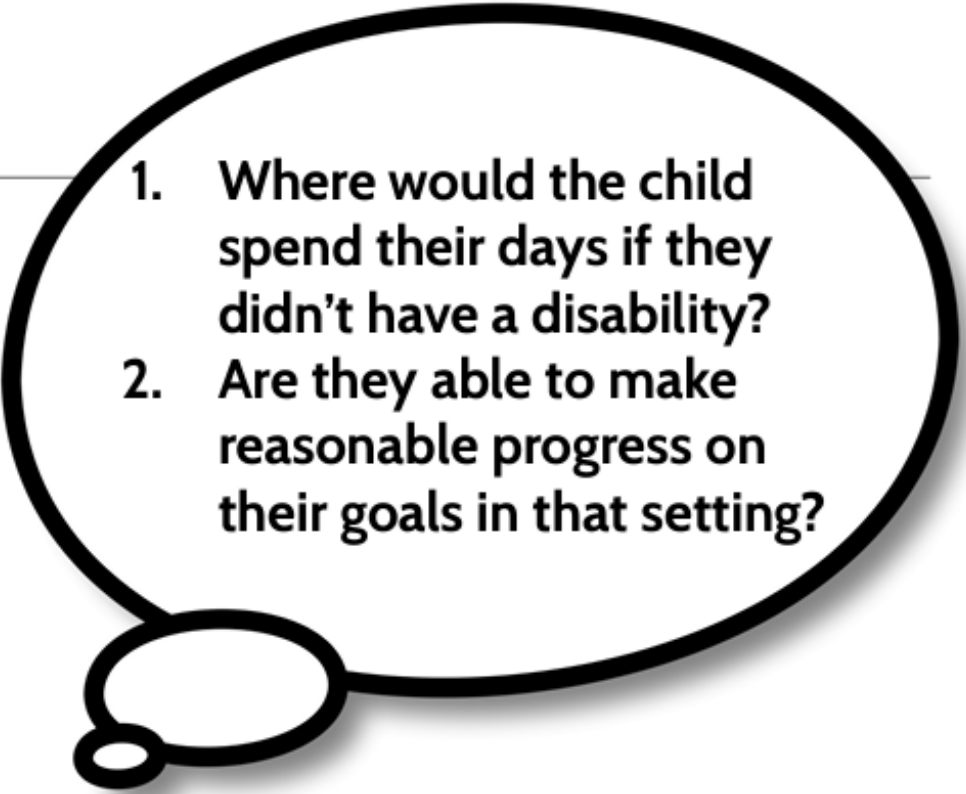


Placement Options

Early childhood special education (Evaluation and IEP) services beginning at 36 months (age 3)

- Itinerant services in home, childcare/preschool setting, family caregiver home, or community 4K site.
- Free community Play & Learn programs
- Early Learning Sessions (only for 3 year olds)

- 4K for all children
 - half-day and full-day in school buildings
 - community-based (ECE) early care and education sites

- 
1. Where would the child spend their days if they didn't have a disability?
 2. Are they able to make reasonable progress on their goals in that setting?

 2024-2025

Conclusions

- Both child care directors and school district administrators are open to inclusion but some attitude issues remain. [Mindset 1.0].
- Districts will never have enough slots in district-operated EC programs. Community EC programs are the only option.
- For families who need child care, special education services delivery needs to ask where would that child be if they did not have a disability (e.g., Families should not be forced to put preschoolers in two programs, on buses). [Mindset 2.0]

Discussion?
Reactions?
Feedback?

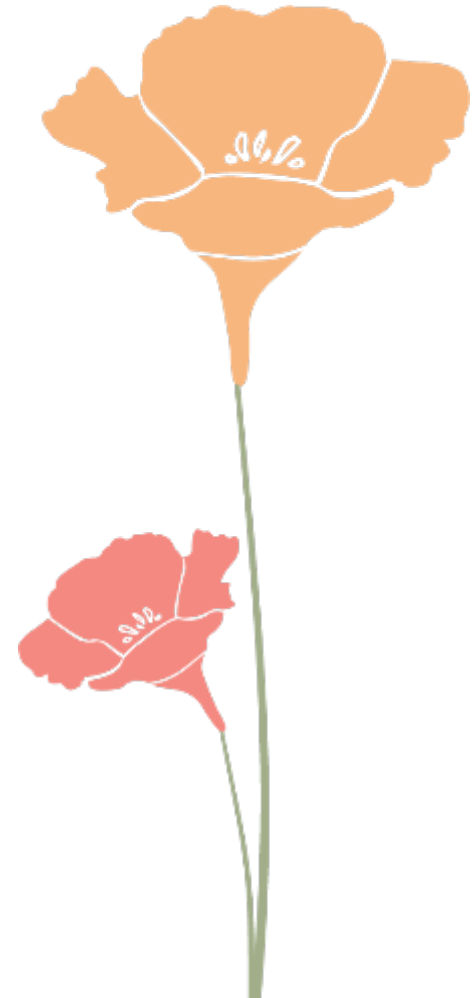


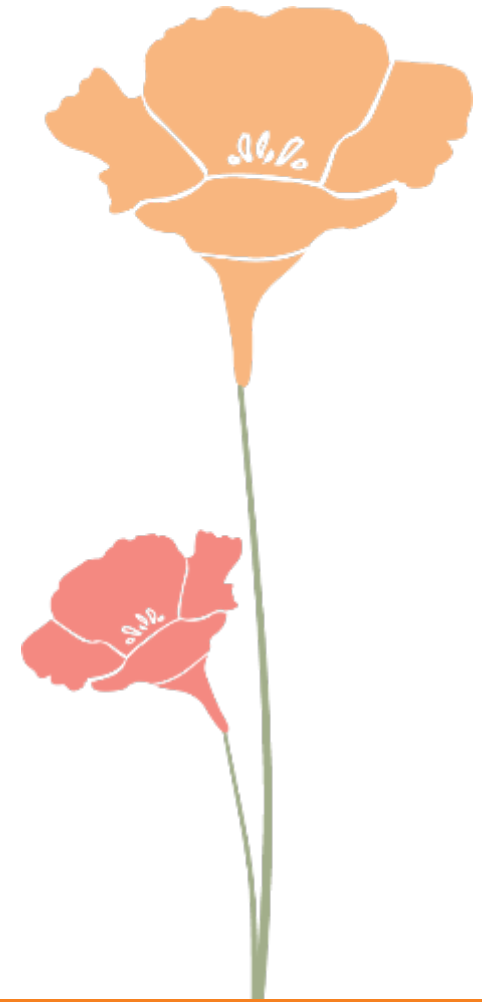
Thank you

This project is made possible by Grant No. 90YE0218 from the Office of Planning, Research and Evaluation ([OPRE](#)) in the Administration for Children and Families (ACF), U.S. Department of Health and Human Services. The opinions expressed are those of the authors and do not represent views of these institutes. We are committed to providing access to our web pages for individuals with disabilities. If for any reason you are having difficulty accessing any of our resources, please [contact us](#).



CAEarlyLearningInclusion.org





Survey Respondents: Special Education Administrators

- N = 144
- 81% worked for a school district
- Areas of responsibility
 - 85% Early Childhood Special Education
 - 57% K-12 Special Education
 - 12% Regular Early Childhood Education
- 51% reported they had extensive training in early childhood special education
- 50% had been in their positions 6 years or more

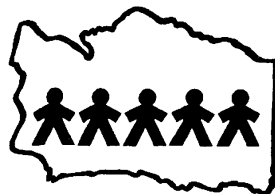
Special Education Administrators

- All 11 regions of the state represented
- 5 to 16 (LA, Region 8) respondents per region
- Preschoolers with IEPs
 - Mean = 126
 - Minimum = 2
 - Maximum = 699



Survey Respondents: Special Education Administrators: Child Care/Early Childhood Directors

- N = 198
- 58% had been director for 6 years or more
- 98% worked in early childhood for 6 years or more
- 46% had some training in working with children with disabilities; 18% had extensive training
- Size of Center/Program
 - Mean = 38
 - Minimum = 2
 - Maximum = 1500



Santa Barbara County SELPA

Parentally Placed Students in Private School Training & Meaningful Consultation for Private School Representatives and Parent Representatives

Ray Avila, Ed.D.

SBCSELPA Executive Director

Jennifer Connolly, SBCSELPA Coordinator

Rachel Wigle, SBCSELPA CBO

September 18, 2024

Santa Barbara County

AGENDA



- Welcome and Introductions
- Overview of Legal Requirements
- Funding
- Input on Services and Participation
- Next Steps

Presentation Goals

- Consultation Process
- Child-Find Obligations/Process
- Special Education Eligibility
- Private School Provisions & Expenditure Calculation
- Services
- Questions/Input/Discussion



Consultation Process

- The Local Education Agency (LEA) / district shall ensure timely and meaningful consultation with private school representatives and representatives of parents of parentally placed private school children with disabilities during the design and development of special education and related services.
- SBCSELPA conducts this meeting on behalf of LEAs/districts.

Training & Consultation Process

- Private Schools in Santa Barbara County were sent correspondence inviting them to this training & consultation meeting.
- Private school officials were invited to provide input through **alternate means (response form)** if they are unable to participate in this meeting.
- LEA Special Education (SPED) Administrators have been invited to participate in this annual training.
- Notice of private school child find is posted on **SBCSELPA website at sbcselpa.org.**
- See **Section 8 of the Procedural Handbook** for more information on the Private School Process.

Consultation Process

- The **SELPA/ LEAs/Districts** are required to document that consultation with private schools has occurred.
- A document will be collected at the conclusion of this meeting to confirm participation.
- Please make sure you signed in (Name, Title, Organization/LEA) to affirm that you have participated.



IDEA Child-Find Obligations

- Each LEA/district, special education local plan area (SELPA), or county office **shall actively and systematically seek out all individuals with exceptional needs**, including children not enrolled in public school programs, who reside within their jurisdiction.



Child-Find Obligations Cont'd.

Child-find activities conducted by LEAs/ districts for parentally placed private school children shall be similar to those activities undertaken for pupils in public schools.



Child-Find Activities Cont'd.

- Informing private schools of the child-find process (this meeting).
- Santa Barbara County SELPA annually publishes in the newspaper a notice regarding Child-Find.
- Local Education Agency (LEA) and SELPA post child find information on the SBC SELPA and LEA websites.
- Child find literature/brochures is distributed in various locations (see attached sample).

SBCSELPA

Santa Barbara County Special Education Local Plan Area



A Joint Powers Agency

CHILD FIND

Special education programs are available to all eligible students with disabilities, ages 0-22 in Santa Barbara County. If you have reason to believe your child needs special education due to a physical, mental, emotional, learning or speech problem please contact your local school district for assistance or the SBCSELPA



5385 Hollister Ave, Box 107
Goleta, CA 93111
Tel.805-683-1424
Website: www.sbcselfpa.org
Fax 805-967-1960

What is SBCSELPA?

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 County Education Office, and LEAs/school districts within Santa Barbara County.

SELPA Provides

- Administrative support to Local Education Agencies (LEAs)
- [Information Guidance to Parents and Professionals](#)
- [Professional Development \(LEAs\)](#)
- [Alternate Dispute Resolution \(ADR\)](#)

Resources

- [SBCSELPA Procedural Handbook](#)
- [Special Education Parent Handbook](#)
- [Back2School Padlet](#)
- [Independent Educational Evaluation \(IEE\)](#)
- Visit www.sbcselfpa.org for more information.
- [Parent IEP Toolkit](#)

The Law

The Individuals with Disabilities Education Act (IDEA) and California special education laws guarantee all students with disabilities a free, appropriate public education in the least restrictive environment. The SBCSELPA and its member districts do not discriminate on the basis of 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 respectively.

District Special Education Programs

Call your school district's special education department for specific program information:

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	805-922-0334
Manzanita Public Charter School	805-734-5600
Montecito Union School District	805-964-4711
Orcutt Union School District	805-938-8960
Santa Barbara Charter School	805-967-6522
Santa Barbara Unified School District	805-963-4331
Santa Maria-Bonita School District	805-928-1783
Santa Maria Joint Union HS District	805-922-4573
Santa Ynez Valley Union HS District	805-688-4222
Solvang School District	805-688-4222
Vista del Mar Union School District	805-688-4222

Child Find Obligations

- "The parent or guardian, or teacher/administrator of the private school, refers the student in writing for evaluation to the District of Geographical Residence (DOGR), including the SPED Director/Designee of District of Location (DOL) where private school is located."

Child Find Obligations for Students Attending a Private School Apply to.....

- Students in TK through grade 12 parentally placed by parents in a private school.

OR

- Students age 3-5 who attend private schools that are on an elementary campus (new law).

New Pre-K Regulation

Which Students are Eligible?

- Parentally- placed private school students with disabilities (SWD) aged 3-21.
 - **Private schools or facilities must meet the definition of elementary or secondary school.** This includes religious school, preschools, and home school students.
- The equitable services provisions do not apply to SWD:
 - placed in a private school or facility by a public agency as a means of providing special education or related services.
 - enrolled by their parents in a preschool that is not attached to a school that meets the definition of elementary school.

Child-Find Process for Students Attending a Private School In Santa Barbara County

- If it is suspected by the private school that a child may have a disability, they should contact the SPED administrator of the LEA/district where the private school is located (DOL).

Per agreement with SB County SPED Directors, the DOL will then contact the child's District of Residence (DOR) to make them aware of the information being shared by the private school.

- If the private school is located outside of Santa Barbara County, the request for assessment can be made to the LEA/district where the private school is located (DOL), or if the parents indicate they are interested in the development of an IEP they may request an assessment from the district of residence (DOR). The DOL will contact the DOR to inquire if the DOR would like to conduct the assessment (newly suggested protocol).
- U.S. Department of Education, Office of Special Education Programs ("OSEP") has provided the following recent guidance:

"If the parent requests the LEA of the child's residence to conduct an evaluation for purposes of making FAPE available to the child, that LEA must conduct the evaluation.

If the parent requests the LEA where the private school is located to conduct an evaluation for purposes of determining whether the child could be eligible for equitable services, that LEA must conduct the evaluation."

Child-Find Process In Santa Barbara County Cont.' d.

- The LEA/district conducting the assessment (DOL or the DOR) will **respond to the parent within 15 days** of receipt of the written referral with either an assessment plan outlining the areas to be assessed and the persons responsible **or** a Prior Written Notice letter denying the assessment and the reasons for the determination.
- If assessment is initiated, the LEA/district conducting the evaluation will **hold an IEP meeting within 60 days** (not counting days between school terms or vacations in excess of 5 days) after receipt of parental consent.

EC 56321

DON'T MISS
THE DEADLINE!

Child-Find Process Cont.' d.

- The private school staff and the parent(s)/guardian are encouraged to conduct a student focused type of meeting within the private school and discuss if other non-special education services are appropriate prior to conducting a formal referral for assessment for special education.

Determining Eligibility

- The **District of Residence (DOR) will conduct an IEP to determine eligibility** for special education unless the parent indicates they are not interested in enrolling in the DOR and want the student to remain in the private school.
- Note: to be eligible for special education a student **must have a disability that is significant enough that the child requires special education**, which is defined as “specially designed instruction” (i.e. services provided by an individual with a special education credential).

Individual Service Plan (ISP) Process

- After parent consents to assessment, and an IEP meeting has determined that the student is eligible for Special Education as a child with a disability, parents inform the DOR that they do not intend to place their child in a Pre-K-12 public school program, then the DOR must convene an Individual Services Plan (ISP) meeting to collaborate with the DOL to develop a Services Plan.

Special Education Eligibility

- A child with a disability is defined by federal law as a child with:
 - Intellectual disabilities, hearing impairment (including deafness), speech or language impairment, visual impairment (including blindness), emotional disability, orthopedic impairment, autism, traumatic brain injury, other health impairment, specific learning disability, deaf-blindness, or multiple disabilities; and who by reason thereof, needs special education and related services.

Individual Service Plans (ISP)

- In order for the eligible student to receive services in the private school, an **ISP** must be developed for the private school student and consented to by the parents.
- The District of Location (DOL) where the private school is located is responsible for implementing the ISP.

Individual Service Plans (ISP) & Triennial Reviews

- The ISP shall be reviewed annually.
- A reassessment occurs every three years by the DOR to determine continued eligibility for special education and appropriate services.

Private School Provisions

- A LEAs/district' s obligation to children with disabilities enrolled in private schools is limited.
- Under IDEA “no parentally-placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.”

Private School Provisions

- Each LEA / District determines the scope and type of services after consultation with private school representatives (this meeting).
- LEA/districts are required to utilize a proportionate share of their special education federal funds to provide services to parentally placed private school students with disabilities.

Private School Expenditure Calculation

- The amount each LEA/district spends on SPED services for parentally placed private school students with disabilities is formula-driven and district specific.

The formula derives an average allocation for all IDEA-eligible students with disabilities within Santa Barbara County and multiplies that average by the total number of eligible parentally placed children with disabilities ages :

- 3 through 21 at private schools within the LEAs/district's jurisdiction for TK-12 Grant.
- 3 through 5 at eligible private schools within the LEAs/district's jurisdiction for Pre-K Grant.

Determination of Individual Service Plan Services

The how, where, and by whom SPED and related services will be provided to parentally-placed private school children with disabilities are subjects of the process of consultation (this meeting) among SELPA/LEA/District officials, and private school representatives.

Determining the Individual Service Plan Services

After this consultation process, the final decision with respect to the services provided to eligible parentally-placed private school children with disabilities is made by the DOR.

Disagreement

- A parent of a child enrolled in a private school has the right to file a due process complaint related to the LEA/district's child-find activities.
- Because there is no individual right to services for children enrolled by their parents in a private school, any complaints regarding an SP can only be filed in accordance with the California Department of Education (CDE's) compliance complaint procedures.

Disagreement Cont'd.

A private school official has the right to file a complaint with the State Department of Education that the District or SELPA did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private school officials. This complaint can be forwarded to:

California Department of Education
Special Education Division
Procedural Safeguards Referral Service
1430 N Street, Suite 2401
Sacramento, CA 95814

Questions/Input/Discussions



For more information go to
sbcsepa.org or
call Ray Avila at
805-683-1424



2024-2025

SANTA BARBARA COUNTY

Inclusion network



A collaboration between SBCEO and SB County SELPA



The Santa Barbara County Inclusion Network provides the time, conditions, and resources for district and site teams to engage in deep reflection, planning, and goal-setting aligned to district wide strategic plans and aimed at the realization of environments rooted in belonging, relationship, and community for all students.

AUDIENCE

Superintendents, District Leaders, Principals, Site Leaders and staff. Participants are encouraged to attend with multidisciplinary teams representing both general education and special education.

INCLUSION NETWORK

DATES

October 21, 2024
February 11, 2025
April 14, 2025

new date

TIME

8:30 a.m. - 2:30 p.m.

LOCATION

Auditorium,
Santa Barbara County Education Office,
4400 Cathedral Oaks Rd., Santa Barbara

COST

No cost to attend but
registration required

Supported by Differentiated Assistance funds

REGISTER HERE

New to the network? Join us for a 1-day bootcamp covering essential topics, frameworks, and resources aimed at preparing you to jump in and participate in the Santa Barbara County Inclusion Network.

INCLUSION NETWORK

Bootcamp

DATE AND TIME

September 16, 2024
8:30 a.m. - 2:30 p.m.

LOCATION

Multimedia Training Center (MTC)
Santa Barbara County Education Office,
4400 Cathedral Oaks Rd., Santa Barbara

COST

No cost to attend but
registration required

Supported by Differentiated Assistance funds

REGISTER HERE



Santa Barbara County
Special Education Local Plan Area
Joint Powers Agency

SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGENCY BOARD
MINUTES OF SEPTEMBER 9, 2024, REGULAR MEETING
Public Session – 9:15 a.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 **12:02 p.m.** at Montecito Union School, Art Room, Santa Barbara, CA.

B. Roll Call

Lindsay MacDonald took membership roll call.

Members Present: Amy Alzina, *Clerk* (arrived at 12:07 p.m.)
 Antonio Garcia
 Anne Hubbard, *Chairperson*
 Randal Haggard, *Vice-Chairperson*
 Hilda Maldonado
 Susan Salcido (arrived at 1:00 p.m.)

Members Absent: None

Others Present: Ray Avila, SBCSELPA Executive Director and Secretary to the Board, and other SBCSELPA staff:
 Lindsay MacDonald, SBCSELPA Office Manager
 Rachel Wigle, SBCSELPA Chief Business Official
 Jennifer Connolly, SBCSELPA Coordinator
 Brian Helt, SBCSELPA Executive Assistant
 Kirsten Escobedo, Assistant Superintendent, Special Education, SBCEO
 Anthony Ranii, Superintendent, Montecito Union 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 joined this meeting. There were no other guests in attendance at the meeting.

E. Election & Oath of Office

New Board Member Anthony Ranii (Combined North & South County). Renew Membership for Current Board Members & Board Officer Positions of Randall Haggard, JPA Vice Chairperson, Antonio Garcia, and Holly Edds and administer Oath of Office.

SBCSELPA JPA BOARD
MINUTES OF JUNE 3, 2024

F. Review Board Positions: Chairperson, Vice Chairperson, & Clerk.

Anne Hubbard (Chairperson), Randal Haggard (Vice Chairperson), & Amy Alzina (Clerk) all shared a brief description of their Board positions and their duties. All shared that they were more than happy to step down if there was another member who would like to step into the role.

G. SBCSELPA Executive Director’s Report

Ray Avila reviewed the report he prepared for the JPA Board, highlighting items #5, SBCSELPA Local Plan submission to the CDE, & #6, Special Education Resources. Ray shared that the SBCSELPA received all LEA, SBCEO, and CAC signatures per the CDE Local Plan submission process. The SBCSELPA Local Plan has been officially submitted to CDE. Approval notifications usually arrive at SELPAs at the end of the summer.

As to item #6, Ray shared in collaboration with Rachel Fauver, Director, School & District Support, SBCEO presented at the California SIP Inclusion Conference on May 9th. This presentation highlighted the work that has occurred during the 2024-25 school year between SBCSELPA and SBCEO in developing and facilitating the “Santa Barbara County Inclusion Network, he provided a copy of the Santa Barbara County SIP Inclusion Conference Presentation as an attachment. The Board was satisfied; there were no questions or comments.

II. PUBLIC COMMENTS

There were no public comments.

III. PUBLIC HEARING

A. Santa Barbara County SELPA 2024-2025 Proposed Adopted Budget

1. Convene Public Hearing **Opened: 12:12 p.m.**
2. Discussion and Input
3. Adjournment of Public Hearing **Closed: 12:13 p.m.**

IV. APPROVAL OF ADDITIONAL EMERGENCY ITEMS

There were no additional emergency items presented.

V. APPROVAL OF ACTION AGENDA

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

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

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

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

A. Minutes of May 6, 2024 Regular Meeting

B. Ratification of Payment of Claims: 01-791603 – 01-791616, 01-791947, 01-792573 – 01-792586, 01-793759 – 01-793781, 01-795103 – 01-795105.

- C. **2024-2025 Nonpublic Agency (NPA) Master Contract Rates**
 - 1. Exhibit A Rates Sheet: Amergis Healthcare Staffing, Inc.
 - 2. Exhibit A Rates Sheet: California Psychare
 - 3. Exhibit A Rates Sheet: E-Therapy
 - 4. Exhibit A Rates Sheet: New Mediscan II, dba Cross Country Education
 - 5. Exhibit A Rates Sheet: TinyEye

- D. **2024-2025 Legal Service Agreements (AMENDED)**
 - 1. Adams, Silva, & McNally
 - 2. ~~Atkinson, Adelson, Loya, Ruud & Romo~~
 - 3. Dannis Woliver Kelley
 - 4. ~~Fagen Friedman & Fulfrost~~
 - 5. Hatch & Cesario
 - 6. JRG Legal Consulting
 - 7. ~~Liebert Cassidy Whitmore~~

E. **2024-2026 SIRAS Systems, Inc. Contract Renewal with Santa Barbara County SELPA**

Recommendation: The JPA Board approves Consent Agenda Items A through F as amended.

Motion to Approve: Amy Alzina **Second:** Hilda Maldonado

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

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

VII. **PRESENTATION**

- A. SBCSELPA Professional Development 2023-2024 & 2024-2025
Presenter: Jennifer Connolly, SBCSELPA Coordinator

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

- A. **Santa Barbara County SELPA (SBCSELPA) 2024-2025 Proposed Adopted Budget**
 - 1. SBCSELPA Proposed Adopted Budget

Recommendation: The JPA Board approves the SBCSELPA 2024-2025 Proposed Adopted Budget as presented.

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

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

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

B. Santa Barbara County SELPA Local Plan Revision, Section 9, AB 602 Special Education Fiscal Allocation Plan – Proposed Changes from Funding Model Committee (Second Reading/Approval)

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

Recommendation: The JPA Board approves the proposed SBCSELPA Local Plan changes to Section 9, AB 602 Special Education Fiscal Allocation Plan as presented.

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

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

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

C. Proposed 2024-2025 SBCSELPA JPA Board Meeting Dates

Recommendation: The JPA Board approves the proposed 2024-2025 SBCSELPA JPA Board Meeting dates as presented.

Motion to Approve: Emilio Handall **Second:** Randal Haggard

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

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

IX. ITEMS SCHEDULED FOR INFORMATION AND DISCUSSION

A. Santa Maria Joint Union High School District (SMJUHS) Request to Take Back Deaf & Hard of Hearing (DHOH) Special Day Class (SDC) Program for 2025-26 School Year

1. Letter of Intent, Year & a Day Notice

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

B. Santa Maria Joint Union High School District (SMJUHS) Request to Take Back Therapeutic Learning Center (TLC) Special Day Class (SDC) Program for 2025-26 School Year

1. Letter of Intent, Year & a Day Notice

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

C. Peabody Charter School Request to Join the Santa Barbara County SELPA (SBCSELPA) in the 2025-26 School Year

1. Letter of Intent, Year & a Day Notice

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

D. SBCSELPA 2023-2024 Alternate Dispute Resolution (ADR) Outcomes

1. SBCSELPA ADR Outcome Data for 2023-2024 School Year
2. SBCSELPA ADR Countywide Events for 2023-2024 by Month

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

E. SBCSELPA Professional Development (PD) Summary for 2023-2024 and Proposed PD Plan for 2024-2025

1. SBCSELPA Professional Development Offerings Feedback 2023-2024
2. SBCSELPA Professional Development One-Year-Plan for 2024-2025
3. 2024-2025 Professional Development LEA Requests in Categories
4. 2024-2025 LEA PD Requests from 2023-2024 Survey
5. Professional Development 2024-2025 Projections by Month In Person, Virtual, Hybrid In Person & Virtual (Recorded, posted on SBCSELPA website)
6. SBCSELPA Network Meetings, All Santa Barbara County
7. SBCSELPA Professional Development Offerings Booklet 2023-2024

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

F. SBCSELPA Community Advisory Committee (CAC) 2023-2024 Annual Project

1. SBCSELPA Community Advisory Committee Newsletters to Parents
2. SBCSELPA “Best Practices in IEP Interpretation” Help Sheet for Staff

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

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

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

H. SBCSELPA Legal Fees Year-to-Date Reserve

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

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

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

X. MISCELLANEOUS AGENDA ITEMS

A. Items Proposed for Future Action or Discussion

There were no requests for future agenda items.

- B. Next Scheduled JPA Board Meeting:**
- | | |
|------------------|-------------------|
| Date: | September 9, 2024 |
| Time: | 9:15 a.m. |
| Location: | 2 Locations - TBD |

XI. PUBLIC COMMENT PERIOD REGARDING CLOSED SESSION ITEM

There were no public comments.

XII. CLOSED SESSION: The JPA Board adjourned to Closed Session at 1:16 p.m.

A. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)

Agency Designated Representative: Ray Avila

SBCSELPA Unrepresented Employees: Classified & Certificated Staff

SBCSELPA JPA BOARD
MINUTES OF JUNE 3, 2024

XIII. **RECONVENE TO PUBLIC SESSION:** Anne Hubbard called the meeting back into Public Session at **1:26 p.m.** The Board took no action.

XIV. **ADJOURNMENT**
The meeting was adjourned at **1:26 p.m.**

Anne Hubbard, Chairperson
Santa Barbara County SELPA

Ray Avila, Secretary
Santa Barbara County SELPA

Date

Date

ReqPay12a

Board Report

Checks Dated 08/28/2024 through 09/26/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-809627	09/03/2024	Bucio, Rosy	01-5910		70.00
01-809628	09/03/2024	Facio-Leon, Natalie	01-5910		70.00
01-809629	09/03/2024	Foote, Lisa A	01-5910		70.00
01-809630	09/03/2024	Hurvitz, Taryn	01-5200		74.37
01-809631	09/03/2024	Department Of Justice	01-5860		64.00
01-809632	09/03/2024	NPS 2023-24-79	01-5890		3,760.70
01-809633	09/03/2024	Frontier	01-5910		160.37
01-809634	09/03/2024	Gissell Crespo	01-5200	948.25	
			01-5910	35.00	983.25
01-809635	09/03/2024	Jazmin Estebez	01-5200	837.77	
			01-5910	35.00	872.77
01-809636	09/03/2024	Lauren Gerken	01-5200	1,145.30	
			01-5910	35.00	1,180.30
01-809637	09/03/2024	Leticia Leon	01-4310		17.55
01-809638	09/03/2024	NPS 2022-23-74	01-5890		994.07
01-809639	09/03/2024	Michelle White	01-5910		35.00
01-809640	09/03/2024	North Valley Schools Inc.	01-5890	8,516.50	
			01-5891	8,516.50	17,033.00
01-809641	09/03/2024	Tania Nunez De La Torre	01-5200	838.10	
			01-5910	35.00	873.10
01-810502	09/10/2024	Facio-Leon, Natalie	01-5200		380.56
01-810503	09/10/2024	Big Green Cleaning Company	01-5860		409.00
01-810504	09/10/2024	Dr. Shane Jimerson	01-5860		1,000.00
01-810505	09/10/2024	Elevations RTC	01-5890	54,870.00	
			01-5891	18,490.00	
			01-5892	18,170.00	91,530.00
01-810506	09/10/2024	Erin Dowdy-Quirk	01-5860		1,000.00
01-810507	09/10/2024	Frontier	01-5910		161.32
01-810508	09/10/2024	Jon Goodwin	01-5860		1,000.00
01-810509	09/10/2024	Lompoc Unified School District	01-7281		236,164.00
01-810510	09/10/2024	Michelle White	01-5200		1,133.98
01-810511	09/10/2024	North Valley Schools Inc.	01-5890	8,516.50	
			01-5891	8,516.50	17,033.00
01-810512	09/10/2024	Runabouts Shuttle	01-5890		347.00
01-810513	09/10/2024	Sage Communications, Inc.	01-5910		390.95
01-810514	09/10/2024	Verizon Wireless	01-5910		215.36
01-810515	09/10/2024	VISA	01-4300	1,408.73	
			01-5200	606.95	
			01-5300	1,500.00	
			01-5800	1,471.85	4,987.54
01-811593	09/17/2024	Avila, Ray S	01-5200		1,072.57
01-811594	09/17/2024	ACSA	01-5300		135.61
01-811595	09/17/2024	ALD Telecom	01-5910		3.39
01-811596	09/17/2024	CalPERS Financial Reporting	01-3202		4,760.08
01-811597	09/17/2024	CRISIS PREVENTION INSTITUTE	01-5800		200.00
01-811598	09/17/2024	Frontier	01-5910		97.96

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

ESCAPE ONLINE

Page 1 of 2

Checks Dated 08/28/2024 through 09/26/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
01-811599	09/17/2024	Gianna Famolare	01-5200		142.04
01-811600	09/17/2024	Great America Financial Svcs.	01-5860		56.56
01-811601	09/17/2024	HEATHER BOUVIER	01-4310		53.86
01-811602	09/17/2024	JRG Legal Consulting	01-5830		1,137.50
01-811803	09/17/2024	MDB Consulting	01-5850		1,000.00
01-811604	09/17/2024	Monica Santana	01-4310		11.96
01-811605	09/17/2024	Santa Maria Times	01-5840		1,320.00
01-812790	09/24/2024	Avila, Ray S	01-5200		130.25
01-812791	09/24/2024	Facio-Leon, Nafalie	01-5200		8.00
01-812792	09/24/2024	Alessandra Mae Mittelstet	01-5860		4,000.00
01-812793	09/24/2024	Alia Adlekha, Insight Therapy	01-5860		200.00
01-812794	09/24/2024	Casa Pacifica	01-5890	22,778.72	
			01-5891	22,778.72	
			01-5892	2,542.56	48,100.00
01-812795	09/24/2024	CPR COMPUTER SERVICES	01-5860		1,260.00
01-812796	09/24/2024	Danielle Zahn	01-5860		4,000.00
01-812797	09/24/2024	Department Of Justice	01-5860		96.00
01-812798	09/24/2024	Devereux ABH	01-5890	7,450.87	
			01-5891	7,450.88	
			01-5892	2,390.00	17,291.75
01-812799	09/24/2024	Gianna Famolare	01-5860		4,000.00
01-812800	09/24/2024	Kerstin Schnopp	01-5860		4,000.00
01-812801	09/24/2024	Mountain Valley CFS, Inc	01-5890	24,474.50	
			01-5892	3,673.60	28,148.10
01-812802	09/24/2024	North Valley Schools Inc.	01-5890	4,510.50	
			01-5891	4,510.50	
			01-5892	4,043.00	13,064.00
01-812803	09/24/2024	Patterson Associates	01-5600		6,619.69
01-812804	09/24/2024	Sandra Guzman	01-5860		4,000.00
01-812805	09/24/2024	Santa Maria-Bonita School Dist	01-7281		29,750.00
01-812806	09/24/2024	West Shield Adolescent Service	01-5890		6,903.49
01-812807	09/24/2024	X Tech Laser Printing Inc.	01-5860		538.47
			Total Number of Checks	60	564,132.47

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	60	564,132.47
Total Number of Checks		60	564,132.47
Less Unpaid Tax Liability			.00
Net (Check Amount)			564,132.47

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



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

Date: October 7, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2024-2025 Nonpublic School (NPS) Individual Service Agreements (ISAs)

BACKGROUND:

- The following ISAs are for services provided to NPS students currently in placement reflect the rates negotiated in the JPA Board approved **2024-2025** Nonsectarian, Nonpublic School/Agency Master Contract.

<i>Nonpublic School</i>	<i>Case Number</i>	<i>100% Contract Cost</i>	<i>Effective Dates</i>
Casa Pacifica School	NPS 2023-24-72	\$442,000.00	8/26/2024 – 06/30/2025
Copper Hills Youth Center	NPS 2023-24-78	\$148,428.00	9/25/2024 – 06/30/2025
Total		\$590,428.00	

FISCAL IMPACT: The contracted costs for the SBCSELPA NPS placements for 2024-2025 are \$580,428.00.

RECOMMENDATION: The JPA Board approves the above 2024-2025 NPS ISAs as presented.

RA:lm

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 August 26, 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 Sanja Barbara County Special Education Local Plan Area Nonpublic School Casa Pacifica School

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

Pupil Name NPS 2022-23-72 Sex: M F Grade: 10
(Last) (First) (M.I.)

Address _____ City Santa Maria State/Zip CA/93455

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ 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 N/A x Daily Rate N/A = PROJECTED BASIC EDUCATION COSTS N/A

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				
Integrated Residential Treatment Program		X		Daily	\$1,300	340	\$442,000
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)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
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)							
Mental Health (Individual & Group Counseling)							
Room and Board							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$442,000

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 442,000

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

Casa Pacifica School

Santa Barbara County SELPA

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

Katie Pollock, CEO

Dr. Ray Avila, Executive Director

(Name and Title)

(Name of Superintendent or Authorized Designee)

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 September 25, 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 Santa Barbara County Special Education Local Plan Area Nonpublic School Copper Hills Youth Center

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

Pupil Name NPS 2023-24-78 Sex: M F Grade: 12
(Last) (First) (M.I.)

Address _____ City Santa Barbara State/Zip CA/93101

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 159 during the regular school year
20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$205
Estimated Number of Days 179 **x Daily Rate** \$205 = **PROJECTED BASIC EDUCATION COSTS** N/A

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				
Education Services		X		Daily	\$205	179	\$36,695
Mental Health Services		X		Daily	\$207	279	\$57,753
Residential Room & Board Services		X		Daily	\$325	279	\$90,675
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).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
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)							
Integrated Residential Treatment Program							
Other							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$148,428

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \$185,123

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

-LEA/SELPA-

Copper Hills Youth Center

Santa Barbara County SELPA

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Dean Fonua
Dean Fonua (Sep 22, 2024 12:50 MDT)
(Signature)

09/22/2024
(Date)

Ray Avila
Ray Avila (Sep 20, 2024 14:18 PDT)
(Signature)

09/20/2024
(Date)

Dean Fonua, CFO
(Name and Title)

Dr. Ray Avila, Executive Director
(Name of Authorized LEA Designee)







SA ISA - Copper Hills Youth Center ISA 2024-25

Final Audit Report

2024-09-22

Created:	2024-09-20
By:	SELPA SELPA (bhelt@sbcsepa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZNbJ3FdIT0g-VDuc_6vuEr9YvylZ5eO3

"SA ISA - Copper Hills Youth Center ISA 2024-25" History

-  Document created by SELPA SELPA (bhelt@sbcsepa.org)
2024-09-20 - 9:08:04 PM GMT- IP address: 206.83.1.2
-  Document emailed to ravila@sbcsepa.org for signature
2024-09-20 - 9:13:25 PM GMT
-  Document emailed to dean.fonua@uhsinc.com for signature
2024-09-20 - 9:13:25 PM GMT
-  Email viewed by dean.fonua@uhsinc.com
2024-09-20 - 9:13:37 PM GMT- IP address: 13.93.221.37
-  Email viewed by ravila@sbcsepa.org
2024-09-20 - 9:17:35 PM GMT- IP address: 104.47.73.254
-  Signer ravila@sbcsepa.org entered name at signing as Ray Avila
2024-09-20 - 9:18:20 PM GMT- IP address: 72.205.93.51
-  Document e-signed by Ray Avila (ravila@sbcsepa.org)
Signature Date: 2024-09-20 - 9:18:22 PM GMT - Time Source: server- IP address: 72.205.93.51
-  Signer dean.fonua@uhsinc.com entered name at signing as Dean Fonua
2024-09-22 - 6:50:55 PM GMT- IP address: 208.56.42.83
-  Document e-signed by Dean Fonua (dean.fonua@uhsinc.com)
Signature Date: 2024-09-22 - 6:50:57 PM GMT - Time Source: server- IP address: 208.56.42.83
-  Agreement completed.
2024-09-22 - 6:50:57 PM GMT



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

Date: October 7, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2024-2025 Nonpublic Agency (NPA) Master Contract Rates

BACKGROUND: =

- The attached Exhibit A Rates sheets 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:

1. **3 Chords Inc. and Therapy Travelers LLC dba Epic Special Ed Staffing**
2. **Every Special Child, LLC**
3. **Intercare Therapy, Inc.**
4. **The Language Center**
5. **SHC Services Inc. dba Supplemental Health Care**

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 Rates for contractor services as presented.

RA:lm

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: 3 Chords Inc and Therapy Travelers LLC dba Epic Special Ed Staffing
 The CONTRACTOR CDS NUMBER: 9900325

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>SLP</u>	<u>\$95 - \$130+</u>	_____
<u>SLP - CFY</u>	<u>\$85 - \$99+</u>	_____
<u>SLPA</u>	<u>\$79 - \$89+</u>	_____
<u>School Psychologist</u>	<u>\$99 - \$140+</u>	_____
<u>BCBA</u>	<u>\$95 - \$129+</u>	_____
<u>Social Worker</u>	<u>\$89 - \$119+</u>	_____
<u>LMFT</u>	<u>\$95 - \$129+</u>	_____
<u>OT</u>	<u>\$95 - \$119+</u>	_____
<u>COTA</u>	<u>\$75 - \$85+</u>	_____
<u>PT</u>	<u>\$95 - \$119+</u>	_____
<u>PTA</u>	<u>\$75 - \$85+</u>	_____
<u>RN</u>	<u>\$90 - \$120+</u>	_____
<u>LPN</u>	<u>\$90 - \$120+</u>	_____
<u>Behavioral Interventionist</u>	<u>\$55 - \$65+</u>	_____
<u>RBT</u>	<u>\$55 - \$65+</u>	_____
<u>Paraprofessional</u>	<u>\$50 - \$50+</u>	_____

<u>Director of Special Education</u>	<u>\$120 - \$250+</u>	<u>_____</u>
<u>Special Education Administrator</u>	<u>\$100 - \$160+</u>	<u>_____</u>
<u>IEP – Compliance Coordinator</u>	<u>\$80 - \$140+</u>	<u>_____</u>
<u>Special Education Coordinator</u>	<u>\$70 - \$100+</u>	<u>_____</u>
<u>Special Education Teacher</u>	<u>\$95 - \$125</u>	<u>_____</u>

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: Every Special Child LLCThe CONTRACTOR CDS NUMBER: 9903466

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>CERTIFIED SERVICES</u>		
<u>Special Education Teacher</u>	<u>\$85 - \$95</u>	<u>Hourly</u>
<u>Specialized Deaf and Hard of Hearing</u>	<u>\$85 - \$95</u>	<u>Hourly</u>
<u>Visually Impaired Teacher</u>	<u>\$85 - \$95</u>	<u>Hourly</u>
<u>Speech/Language Pathologist</u>	<u>\$100 - \$120</u>	<u>Hourly</u>
<u>Speech/Language Pathologist Assistant</u>	<u>\$70 - \$75</u>	<u>Hourly</u>
<u>BSN/RN/School Nurse</u>	<u>\$80 - \$95</u>	<u>Hourly</u>
<u>Licensed Vocational Nurse</u>	<u>\$70 - \$75</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$105 - \$125</u>	<u>Hourly</u>
<u>Occupational Therapy</u>	<u>\$95 - \$105</u>	<u>Hourly</u>
<u>Social Worker (LSW)</u>	<u>\$80 - \$85</u>	<u>Hourly</u>
<u>Registered Behavior Technician</u>	<u>\$50 - \$55</u>	<u>Hourly</u>
<u>BCBA</u>	<u>\$85 - \$95</u>	<u>Hourly</u>
<u>General Education Teacher</u>	<u>\$50 - \$80</u>	<u>Hourly</u>
<u>CLASSIFIED SERVICES</u>		
<u>Paraprofessional/Paraeducators</u>	<u>\$45 - \$50</u>	<u>Hourly</u>
<u>HR Coordinator</u>	<u>\$45 - 50</u>	<u>Hourly</u>

<u>Career Counselor</u>	<u>\$50 - \$55</u>	<u>Hourly</u>
<u>Administrative Assistant</u>	<u>\$42 - \$47</u>	<u>Hourly</u>
<u>Payroll Technician</u>	<u>\$42 - \$47</u>	<u>Hourly</u>
<u>Account Technician</u>	<u>\$50 - \$55</u>	<u>Hourly</u>
<u>Executive Assistant</u>	<u>\$50 - \$85</u>	<u>Hourly</u>
<u>Custodian/Grounds Technician</u>	<u>\$36 - \$42</u>	<u>Hourly</u>
<u>Food Service Worker</u>	<u>\$36 - \$42</u>	<u>Hourly</u>
<u>Safety Supervisor</u>	<u>\$50 - \$70</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Intercare Therapy, Inc.

The CONTRACTOR CDS NUMBER: 9900041

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>BII</u>	<u>\$ 70</u>	<u>Hourly</u>
<u>BID</u>	<u>\$ 100</u>	<u>Hourly</u>
<u>Paraprofessional</u>	<u>\$ 77</u>	<u>Hourly</u>

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Language Center

The CONTRACTOR CDS NUMBER: 9900572

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>Services</u>	<u>\$175</u>	<u>55 minutes</u>

EXHIBIT A: 2024-2025 RATES4.1 RATE SCHEDULE FOR CONTRACT YEARThe CONTRACTOR: SHC Services Inc. dba Supplemental Health CareThe CONTRACTOR CDS NUMBER: 9903358

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

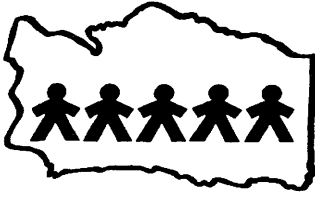
Maximum Contract Amount: _____

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>Registered Nurse</u>	<u>\$90 - \$100</u>	<u>Hourly</u>
<u>Registered Nurse</u>	<u>\$95</u>	<u>Flat</u>
<u>School Credentialed RN</u>	<u>\$110 - \$150</u>	<u>Hourly</u>
<u>School Credentialed RN</u>	<u>\$125</u>	<u>Flat</u>
<u>Licensed Practical Nurse</u>	<u>\$75 - \$85</u>	<u>Hourly</u>
<u>Licensed Practical Nurse</u>	<u>\$80</u>	<u>Flat</u>
<u>Speech Language Pathologist</u>	<u>\$120 - \$130</u>	<u>Hourly</u>
<u>Speech Language Pathologist</u>	<u>\$125</u>	<u>Flat</u>
<u>Occupational Therapist</u>	<u>\$110 - \$125</u>	<u>Hourly</u>
<u>Occupational Therapist</u>	<u>\$120</u>	<u>Flat</u>
<u>Physical Therapist</u>	<u>\$110 - \$125</u>	<u>Hourly</u>
<u>Physical Therapist</u>	<u>\$120</u>	<u>Flat</u>
<u>COTA, PTA, SLPA</u>	<u>\$75 - \$85</u>	<u>Hourly</u>

<u>COTA, PTA, SLPA</u>	<u>\$80</u>	<u>Flat</u>
<u>School Psychologist</u>	<u>\$120 - \$130</u>	<u>Hourly</u>
<u>School Psychologist</u>	<u>\$125</u>	<u>Flat</u>
<u>DHH</u>	<u>\$100 - \$120</u>	<u>Hourly</u>
<u>DHH</u>	<u>\$110</u>	<u>Flat</u>
<u>Social Worker</u>	<u>\$75 - \$85</u>	<u>Hourly</u>
<u>Social Worker</u>	<u>\$80</u>	<u>Flat</u>
<u>Teacher</u>	<u>\$95 - \$110</u>	<u>Hourly</u>
<u>Teacher</u>	<u>\$100</u>	<u>Flat</u>
<u>Para</u>	<u>\$48 - \$55</u>	<u>Hourly & Flat</u>
<u>RBT</u>	<u>\$52 - \$60</u>	<u>Hourly & Flat</u>
<u>CNA</u>	<u>\$45 - \$52</u>	<u>Hourly & Flat</u>



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

Date: October 7, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2024-2025 Nonpublic School (NPS) Master Contract Rates

BACKGROUND:

- The attached Exhibit A Rates sheets for the following nonpublic school (NPS) contractors are attached to the NPS master contract for the 2024-2025 school year and are being presented for JPA Board approval:

- 1. Copper Hills Youth Center**
- 2. Heritage Schools, 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 allocated to SBCSELPA NPS placements.

RECOMMENDATION: The JPA Board approves the 2024-2025 NPS Master Contract Rate sheets for contractor services as presented.

RA:lm

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Copper Hills Youth Center

The CONTRACTOR CDS NUMBER: 77-76422-6131015

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>Residential Room & Board</u>	<u>\$325</u>	<u>Calendar Day</u>
<u>Mental Health Services</u>	<u>\$207</u>	<u>Calendar Day</u>
<u>Education Services</u>	<u>\$205</u>	<u>Education Day</u>

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Heritage Schools, Inc.

The CONTRACTOR CDS NUMBER: 77-76422-6131114

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

Maximum Contract Amount: _____

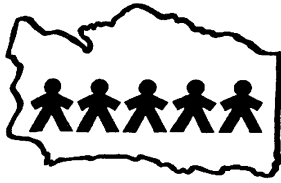
Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

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

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Room & Board</u>	<u>\$334.00</u>	<u>Calendar Day</u>
<u>Therapy</u>	<u>\$158.00</u>	<u>Calendar Day</u>
<u>Education</u>	<u>\$299.00</u>	<u>Education Day</u>



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

Date: October 7, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: 2024-2025 Legal Services Agreements(*continued*)

BACKGROUND:

- As per the Local Plan, each year SBCSELPA solicits contractual agreements on an open, ongoing bid basis for legal/attorney services with law firms.
- SBCSELPA has received legal services agreements from the following legal firm for 2024-2025:

1. Atkinson, Adelson, Luud, Loya, Ruud & Romo

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

RECOMMENDATIONS: The JPA Board approves the additional 2024-2025 legal service agreements as presented.

RA:lm

**AGREEMENT FOR SPECIAL SERVICES
(SPECIAL EDUCATION)**

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of September, 2024, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and SANTA BARBARA COUNTY SELPA, hereinafter referred to as “SELPA.”

II. RECITALS; PURPOSE; MATTERS

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

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing September 1, 2024, through August 31, 2025. For the period September 1, 2024, through August 31, 2025, the SELPA hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$380.00
Partners/Senior Counsel	\$345.00
Senior Associates	\$335.00
Associates	\$325.00
Electronic Technology Litigation Specialist	\$285.00
Non-Legal Consultants	\$245.00
Senior Paralegals/Law Clerks	\$205.00
Paralegals/Legal Assistants	\$205.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. SPECIALIZED LEGAL SERVICES

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

V. RELATED POST-INVESTIGATION SERVICES

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

VI. CONSENT TO JOINT REPRESENTATION

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

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

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

Because the Law Firm has a financial interest in the SELPA's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the SELPA provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The SELPA is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the SELPA outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

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

IX. IDENTIFICATION OF INSURANCE COVERAGE

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

X. BINDING ARBITRATION

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

XI. DURATION

This Agreement shall be effective September 1, 2024, through August 31, 2025, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION DATE

This Agreement is entered into this 1st day of September, 2024.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

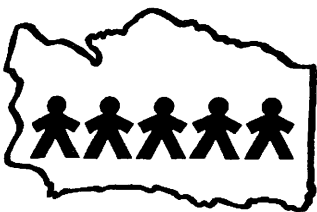
By: _____
KAREN E. GILYARD

“SELPA”

SANTA BARBARA COUNTY SELPA

Dated: _____

By: _____



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

Date: September 9, 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:

- 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 (NPAs) to provide remote Speech and Language services to students in the Lompoc, Santa Maria and Orcutt regions. Additionally, the in-person NPA SLP slated to start covering services in the Santa Ynez Valley (SYV) region has recently removed herself from employment availability, and that position will need to be filled with an additional remote NPA SLP, at least in the interim period. This position will also require paraeducator facilitation support for classroom and therapy center sites in that region.
- Typically, speech therapy groups are composed of 2-4 students. On campus sites, 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 classroom assigned paraeducator is removed from the class to support remote speech therapy, only 2 adults remain in the class to support the remaining 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. On sites where there is no classroom but a therapy specific format, an adult is needed to facilitate the supervision of the small group of students, ensure connectivity with the remote SLP and encourage engagement with the therapy activities.
- This request is for three additional paraeducators to support remote speech therapy for the 2024/2025 school year. Each of these paraeducators will support remote Speech and Language Therapy. They will each provide services for 35 hours per week.
- District/LEA business officials and special education administrators agree with the request.

FISCAL IMPACT: Estimated expense for one SBCEO-hired paraeducator assigned a .875 FTE (35-hour/week) for 2024/2025 school year is projected to be \$89,786.86. The total expense for three .875 FTE paraeducators is projected to be \$269,360.58. Hiring NPA paraeducators will reduce the costs, as benefits are not paid for these positions.

RECOMMENDATION: The JPA Board approves the SBCEO request for Paraeducator Support for Remote Speech Therapy for 2024/2025 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: September 20, 2024

To: Santa Barbara County SEAM and JPA Board

From: Calisa Castillo, Special Education Administrator, 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 (NPAs) to provide remote Speech and Language services to students in the Lompoc, Santa Maria and Orcutt regions. Additionally, the in-person NPA SLP slated to start covering services in the Santa Ynez Valley (SYV) region has recently removed herself from employment availability, and that position will need to be filled with an additional remote NPA SLP, at least in the interim period. This position will also require paraeducator facilitation support for classroom and therapy center sites in that region.

SBCEO did obtain multiple in-person therapists for the 2024-25 school year, who are currently assigned to provide support on preschool program sites to the greatest extent possible. This has resulted in placing remote therapists at the McClelland Center, 2 Lompoc programs, and the SYV region. All preschool students require adult support to participate in remote speech therapy sessions. Therefore, additional paraeducator support is required to provide effective speech therapy to the students in these programs where Remote SLPs are currently staffed due to shortages.

Typically speech therapy groups are composed of 2-4 students. On campus sites, 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 classroom assigned paraeducator is removed from the class to support remote speech therapy, only 2 adults remain in the class to support the remaining 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. On sites where there is no classroom but a therapy specific format, an adult is needed to facilitate the supervision of the small group of students, ensure connectivity with the remote SLP and encourage engagement with the therapy activities.

Request

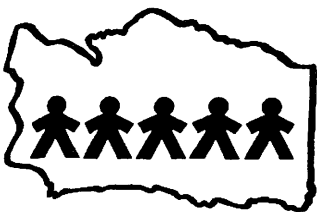
This request is for three additional paraeducators to support remote speech therapy for the 2024/2025 school year. Each of these paraeducators will support remote Speech and Language Therapy. They will each provide services for 35 hours per week.

Expense

The expense for one SBCEO-hired paraeducator assigned a .875 FTE (35-hour/week) for 2024/2025 school year is projected to be \$89,786.86. The total expense for three .875 FTE paraeducators is projected to be \$269,360.58. Hiring NPA paraeducators will reduce the costs, as benefits are not paid for these positions.

Recommendation

The SEAM support and the JPA approve funding for the paraeducator support request for three positions for the 2024-25 school year.



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

Date: October 7, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator
 Request for Funding for Additional Paraeducator Support for Extensive
 Support Needs (ESN) Program at Manzanita Charter 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 Extensive Support Needs (formerly Severe/Profound) Self-Contained K-3 program is one teacher and three paraeducators for eight to nine students for a full-day program.
- Currently, the TK-2 program will have eight students to start the school year. On June 4, 2024, an IEP meeting was held to review the results of a Special Circumstances Independence Assessment (“SCIA”) conducted by an SBCEO School Psychologist. Based upon the results of the assessment and discussion by the IEP Team, a Behavior Intervention Plan (“BIP”) was developed and 1,800 minutes per week of Intensive Individualized Services (1:1 aide) was recommended for student F.B. Additional staffing is required to implement this service for the student and to remain in compliance with his IEP.
- District/LEA business officials and special education administrators agree with the request.

FISCAL IMPACT: Estimated cost for the requested additional 6.5 hours/day of support staff is \$80,854.00.

RECOMMENDATION: The JPA Board approves the SBCEO Regional Program request for funding for additional Paraeducator Support for Extensive Support Needs (ESN) Program at Manzanita Charter School for the 2024-25 School Year as presented.

RA:lm

Regional Program Operator Request for Funding of Additional Support Staff

Program Operator: Santa Barbara County Education Office (“SBCEO”)		
Regional Program Type: Extensive Support Needs (“ESN”)		
District: Lompoc Unified School District	School: Manzanita Charter	For 2024-2025 School Year
Teacher Name: Halima Hamel	Current Class Size: 8	Age Range: TK - 2
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 checked="" 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 checked="" 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 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: 6.5 hours	Estimated cost for requested support staff: \$80,854	

(complete this student information if request is for a specific student)

Student First Initial : F.	Last Initial: B.	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Age: 7 years	Grade: Second
Does Student live in a group home?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Current Local Plan staffing ratio guidelines for this program: One teacher and three paraeducators for 8 or 9 students.

Current Support Staff (ex: program aide, additional aide, one on one, etc)	Total Hours/Schedule (ex.15hrs/Mon-Fri 9-12)	Duties
Program Aide	6.5 hrs/M-F 8am – 3pm	Bilingual, Assist all students in class
Program Aide	6.5 hrs/M-F 8am – 3pm	Assist all students in class

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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***

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 Extensive Support Needs (formerly Severe/Profound) Self-Contained K-3 program is one teacher and three paraeducators for eight to nine students for a full-day program. Currently, the TK-2 program will have eight students to start the school year. On June 4, 2024, an IEP meeting was held to review the results of a Special Circumstances Independence Assessment (“SCIA”) conducted by an SBCEO School Psychologist. Based upon the results of the assessment and discussion by the IEP Team, a Behavior Intervention Plan (“BIP”) was developed and 1,800 minutes per week of Intensive Individualized Services (1:1 aide) was recommended for student F.B. Additional staffing is required to implement this service for the student and to remain in compliance with his IEP.

F.B. is eligible for special education and related services under a primary disability of Multiple Disabilities and a secondary category of Orthopedic Impairment. He is diagnosed with Duchenne’s Muscular Dystrophy, Global Developmental Delays, and Autism. In the health/personal care area, F.B. requires support for 51-75% of his day. He requires support for all of his personal care for feeding, toileting, and dressing/undressing. In the behavior area, Fredrick requires support throughout his school day (76-100%). He engages in self-injurious behavior, aggression, mouthing/eating or chewing inedible objects, and elopement. Instructionally, Fredrick requires verbal and physical prompting to stay on-task and follow directions 76 %or more of his day. He is unable to participate in whole class instruction without 1:1 support. When in the mainstream for recess/breaks, Fredrick requires prompts and physical 1:1 support for safety due to eating/mouthing inedible objects or eloping from the area (76-100%).

Additionally, the other seven students in the classroom also have multiple disabilities, several of which require Specialized Health Care Procedures including G-tube feedings which require 1:1 administration by trained program staff which pulls them away from generally supporting the program. Some of these students also require close monitoring and constant supervision to keep all students and staff safe and to teach appropriate social skills. 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 and other forms of Adaptive and Augmentative Communication (AAC).

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff:

1. BIP developed June 4, 2024
2. Goal #6 – Social/Behavioral/Emotional Skills: By 4/19/2025, when Freddy becomes frustrated, or angry, he will respond to a visual and verbal prompt to use a self-regulation/coping strategy (movement break, deep breathing, quiet space break, listen to music, etc.) to control negative behavior of screaming and/or biting, with adult facilitation as needed, on 7 out of 10 opportunities over a two week trial period, as measured by observation and data collection.

**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. X	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. X	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

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. X	
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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

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.

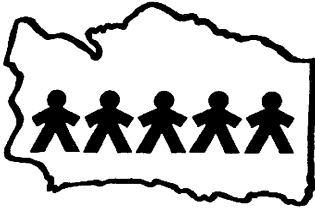
Request will not be considered if this page does not show the student's/program's entire week including where and how the existing support staff is being used.

Time	Program Activity	Behavior Exhibited	# of other students	What are the other support staff doing?	Additional Support Needed at this time because...
	Please see SCIA report for a detailed class schedule				

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

Regional Program Operator Request for Funding of Additional Support Staff

--



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

Date: October 7, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Barbara County Education Office (SBCEO) Regional Program Operator
Request for Funding for Additional Paraeducator Support for Extensive
Support Needs (ESN) Program at Oakley Preschool 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 for the Preschool Program is one teacher and two paraeducators for under ten students.
- There is a child in the class who requires specialized assistance. The recent IEP dated 4/22/24 indicated that the IEP agrees with the assessment results and the provision of a 1:1 paraeducator was included in the offer of FAPE.
- District/LEA business officials and special education administrators agree with the request.

FISCAL IMPACT: Estimated cost for the requested additional 3.5 hours/day of support staff is \$34,040.96.

RECOMMENDATION: The JPA Board approves the SBCEO Regional Program request for funding for Additional Paraeducator Support for Extensive Support Needs (ESN) Program at Oakley Preschool 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		
District: Santa Maria Bonita School District	School: Oakley Pre-School	For 2024-2025 School Year
Teacher Name: Garrett Workman	Current Class Size: 9	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 checked="" 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		
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: 3.5	Estimated cost for requested support staff: \$34,040.96	

(complete this student information if request is for a specific student)

Student First Initial : C	Last Initial: L	Female	Age: 4	Grade: Preschool
Does Student live in a group home?	No			

Current Local Plan staffing ratio guidelines for this program: One teacher and three paraeducators for 8 students./2:1 student to staff ratio is the continuing guideline for SBCEO LEAP classrooms

Current Support Staff (ex: program aide, additional aide, one on one, etc)	Total Hours/Schedule (ex.15hrs/Mon-Fri 9-12)	Duties
Program Aide	hrs M-F 7:45-3:15	Assist all students with severe behavior and safety needs.
Program Aide	hrs 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 Preschool Program is one teacher and two paraeducators for under ten students. There is currently a safety plan in place where 911 will be called if Student has a seizure, and rescue breathing techniques will be used as necessary. She has had one incident at school on 3/26/24 in which staff needed to revive Student when she stopped breathing. 911 was called and Student was transported to the hospital. An AED was installed in the classroom and staff were trained on its use. A new health/seizure plan has been requested from Student's doctor in light of the seizures where she stops breathing. School nurse completed an assessment indicating the need for a 1:1 paraeducator to monitor Camila's health needs. IEP dated 4/22/24 indicated that the IEP is in agreement with the assessment results and the provision of a 1:1 paraeducator was included in the offer of FAPE.

Provide a plan or an IEP goal (must be measurable) that includes criteria for fading the additional support staff: Student will be transitioning to SMBSD for the 25/26 school year, eliminating the need for a SBCEO paraeducator.

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 checked="" 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 checked="" 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 checked="" 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) **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...
7:45-8:15	Meet bus/or parents, students play outside	Camila moves unsteadily and exhibits poor balance Potential of seizure	8	All staff are supervising students intensively during this time	Assistance moving from bus to classroom. Monitoring for seizure and breathing cessation.
8:30-9:00	Purposeful play Directed work on IEP goals	Potential of seizure	8	All staff are supervising students intensively during this time	Monitoring for seizure and breathing cessation.
9:00-9:30	Small group where three adults facilitate center activities with groups of 3-4 students	Potential of seizure	8	All staff are leading small group center activities with students.	Monitoring for seizure and breathing cessation.
9:30-10:00	Nutrition	Student can choke on her food. Potential of seizure	8	All staff are assisting with nutrition	Monitoring for seizure and breathing cessation. Monitoring to ensure that Camila takes small bites and swallows
10:00-10:45	Toileting done by 1 staff, clean –up by remaining staff and prep to go outside for recess eg: putting on shoes, jackets etc. Other students are in large group	Potential of seizure	8	1staff toileting 1 student at a time in the bathroom.	Monitoring for seizure and breathing cessation.
10:45-11:00	Dismissal	Potential of seizure Student moves unsteadily and has poor balance	10	All staff monitor students during the dismissal period	Assistance moving from classroom to bus. Monitoring for seizure and breathing cessation.

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

Regional Program Operator Request for Funding of Additional Support Staff



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

September 16, 2024

SBAS-9707

TO: JPA Board President
 Ray Avila, Executive Director
 Special Education Local Plan Area (SELPA)

FROM: Steve Torres, Associate Superintendent, Administrative Services 

SUBJECT: **Approval of Fiscal Year 2024-25 Adopted Budget**

Our office has transmitted the district's approved Adopted Budget 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 Joshua Becerra, Administrator
 Rebecca Holmes, District Financial Advisor
 Dr. Susan Salcido, County Superintendent of Schools





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

September 16, 2024

SBAS-9708

TO: Ray Avila, Executive Director
 Special Education Local Plan Area (SELPA)

FROM: Joshua Becerra, Administrator *JB*
 Rebecca Holmes, District Financial Advisor *RA*

SUBJECT: **Adopted Budget Analysis and Recommendations**

In accordance with the provisions of Education Code Section 42127, our office has completed a review of the Adopted Budget and it appears that the district will be able to meet its financial obligations for the current and two subsequent fiscal years while maintaining the required minimum level Reserve for Economic Uncertainties (REU). We are therefore approving the Adopted Budget as submitted. A summary of the three-year budget submitted by the district follows.

General Fund Unrestricted/Restricted (Fund 01)	Year 1	Year 2	Year 3
Beginning Balance - Estimated	\$1,509,080	\$1,676,364	\$1,808,297
Revenue	6,708,225	6,751,124	6,853,418
Expense	6,540,941	6,619,191	6,634,580
Net Increase (Decrease) in Fund Balance	\$167,284	\$131,933	\$218,838
Ending Balance	\$1,676,364	\$1,808,297	\$2,027,134
Reserves ¹			
Fund 01			
➤ Restricted	1,142,437	1,274,369	1,493,207
➤ Unassigned/Unappropriated	533,927	533,927	533,927

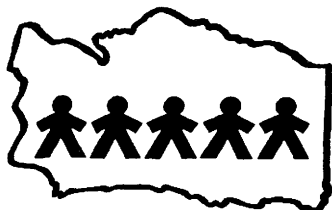
¹ Under the AB 602 special education funding model, SELPA members must provide additional funding if SELPA reserves fall below state recommendations.

Conclusion

We are aware that the information provided reflects the district's financial position and assumptions as of a point in time and that further adjustments will be made during the year as additional data becomes available.

We wish to express our appreciation to the district staff for their cooperation during this review. If our office can be of further assistance, please call us.

- c Rachel Wigle, Chief Business Official
- Steve Torres, Associate Superintendent, Administrative Services
- Dr. Susan Salcido, County Superintendent of Schools



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

Date: October 7, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria Joint Union High School District (SMJUHSD) Rescinding the Request to Take Back Therapeutic Learning Center (TLC) Special Day Class (SDC) Program for the 2025-26 School Year

BACKGROUND:

- Santa Maria Joint Union High School District (SMJUHSD) notified SBCSELPA that they are rescinding their prior request to Take Back Therapeutic Learning Center (TLC) Special Day Class (SDC) Program for the 2025-26 School Year, in a letter dated September 27, 2024.
- SMJUHSD has submitted the attached letter (*REF: VIII-B.1*) rescinding their prior year and a day notification.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



Santa Maria Joint Union
HIGH SCHOOL DISTRICT

Where greatness grows.

Dr. Avila,

This letter is to inform the Santa Barbara County and SELPA that the Santa Maria Joint Union High School district has decided to rescind the request to take back the DHH SDC program and the three regional TLC classrooms. These decisions were made after meeting with district and county staff, teachers, interpreters and administrators. The SMJUHSD has decided that it is not in the best interests of our students to take back these programs. We appreciate everyone's effort and time on this matter.

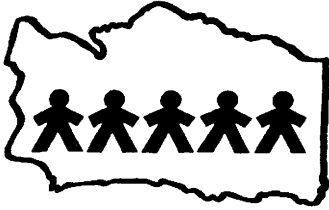
Sincerely,

A handwritten signature in black ink, appearing to read "Paul Collier", is written over the typed name.

Dr. Paul Collier

Director of Special Education

SMJUHSD



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

Date: June 3, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria Joint Union High School District (SMJUHSD) Request to Take Back Therapeutic Learning Center (TLC) Special Day Class (SDC) Program for the 2025-26 School Year

BACKGROUND:

- Santa Maria Joint Union High School District (SMJUHSD) is a regional provider of the Regional Therapeutic Learning Center (TLC) Special Day Class (SDC) Program.
- SMJUHSD notified the SBCSELPA in a letter dated May 9, 2024, sent via email, of its intent to transfer service for TLC Regional Program for the 2025-2026 school year (**SEE attachment, REF: VIII-B.1**).
- The Maria Joint Union High School District will ensure a continuum of services and will provide the program transfer documents by the November 2024 JPA Board meeting.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



Santa Maria Joint Union
HIGH SCHOOL DISTRICT

Where greatness grows.

May 9, 2024

Ray Avila
Executive Director
Santa Barbara County SELPA
5385 Hollister Avenue, Bldg. 7
Santa Barbara, CA 93111

Dear Dr. Avila,

This letter services as a year and day notification that Santa Maria Joint Union High School District (SMJUHS D) intends to take back the three Therapeutic Learning Center (TLC) Programs currently operated as a regional program by Santa Maria Joint Union High School District. The district will take back the TLC Programs three Special Education Classes (SDC), starting school year 2025 – 2026, and operate all three as a district program in lieu of a regional program.

On January 10, 2011, the Santa Barbara County SELPA Joint Powers Agency approved the district's request to take-back the then Center of Therapeutic Education (CTE) to best serve the districts students and neighboring districts if required thus the program retained its regional status. The district has been overseeing and operating the three TLC SDC's since that date exclusively with district certificated and classified staff.

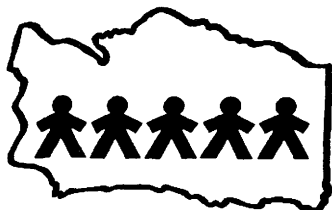
The three SDC regional program classes currently serve only SMJUHS D students residing in the Santa Maria boundary. Two of the three TLC's is housed on SMJUHS D campus of Santa Maria High School and the third is housed at Ernest Righetti High School.

The District will submit a plan for implementation of program transfer that complies with section 56207 as required by Santa Barbara County SELPA Local Plan for review and approval by November 2024 Joint Powers Agency Board Meeting.

Respectfully,

Antonio Garcia
Superintendent, SMJUHS D

C: Dr. Ann Hubbard, JPA Board Chairperson
SMJUHS D Board Members
Frances Evans, Director of Special Education, SMJUHS D



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

Date: October 7, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria Joint Union High School District (SMJUHSD) Rescinding the Request to Take Back Deaf & Hard of Hearing (DHOD) Special Day Class (SDC) Program for the 2025-26 School Year

BACKGROUND:

- Santa Maria Joint Union High School District (SMJUHSD) notified SBCSELPA that they are rescinding their prior request to Take Back Deaf & Hard of Hearing (DHOD) Special Day Class (SDC) Program for the 2025-26 School Year, in a letter dated September 27, 2024.
- SMJUHSD has submitted the attached letter (*REF: VIII-C.1*) rescinding their prior year and a day notification.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



Santa Maria Joint Union
HIGH SCHOOL DISTRICT

REF: VIII-C.1

Where greatness grows.

Dr. Avila,

This letter is to inform the Santa Barbara County and SELPA that the Santa Maria Joint Union High School district has decided to rescind the request to take back the DHH SDC program and the three regional TLC classrooms. These decisions were made after meeting with district and county staff, teachers, interpreters and administrators. The SMJUHSD has decided that it is not in the best interests of our students to take back these programs. We appreciate everyone's effort and time on this matter.

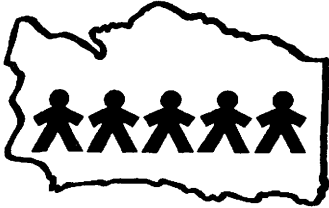
Sincerely,

A handwritten signature in black ink, appearing to read "Paul Collier", is written over the typed name.

Dr. Paul Collier

Director of Special Education

SMJUHSD



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

Date: June 3, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

Re: Santa Maria Joint Union High School District (SMJUHSD) Request to Take Back Deaf & Hard of Hearing (DHOH) Special Day Class (SDC) Program for the 2025-26 School Year

BACKGROUND:

- Santa Maria Joint Union High School District (SMJUHSD) is a regional provider of the Regional Deaf & Hard of Hearing (DHOH) Special Day Class (SDC) Program.
- SMJUHSD notified the SBCSELPA in a letter dated May 9, 2024, sent via email, of its intent to transfer service for DHOH Regional Program for the 2025-2026 school year **(SEE attachment, REF: VIII-A.1)**.
- Santa Maria Joint Union High School District will ensure a continuum of services and will provide the program transfer documents by the November 2024 JPA Board meeting.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



Santa Maria Joint Union
HIGH SCHOOL DISTRICT

Where greatness grows.

May 9, 2024

Susan Salcido
Santa Barbara County Education Office
4400 Cathedral Oaks Road
Santa Barbara, CA 93160-6307

Dear Dr. Salcido,

This letter is year and day notification that Santa Maria Joint Union High School District (SMJUHS) intends to take back the Deaf/Hard of Hearing (DHOH) Program currently operated by Santa Barbara County Education Office (SBCEO). The district will take back the DHOH Special Day Class, starting school year 2025 – 2026, and operate as a district program in lieu of a regional program.

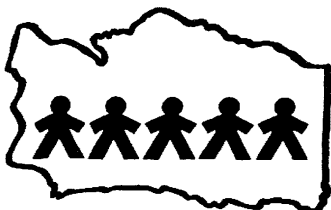
The DHOH SDC regional program class currently serves SMJUHS students and one student from the Lompoc Unified School District boundary, who is a twelfth grader on track to graduate June 2024. The DHOH SDC class is housed on the SMJUHS campus of Ernest Righetti High School.

The District will submit a plan for implementation of program transfer that complies with section 56207 as required by Santa Barbara County SELPA Local Plan for review and approval by the November 2024 Joint Powers Agency Board Meeting.

Respectfully,

Antonio Garcia
Superintendent, SMJUHS

C: Dr. Ray Avila, SBC SELPA Executive Director
Kirsten Escobedo, SBCEO Asst. Supt. / Special Ed
SMJUHS Board Members
Frances Evans, Director of Special Education, SMJUHS



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

Date: October 7, 2024

To: SBCSELPA JPA Board

From: Ray Avila, SBCSELPA Executive Director

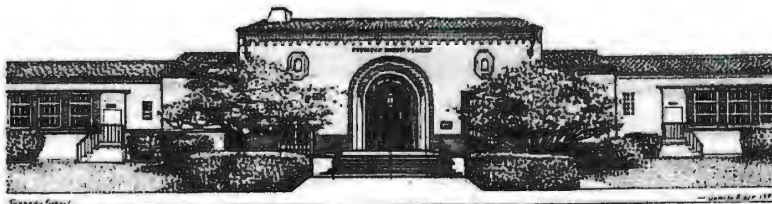
Re: Peabody Charter School Rescinding the Request to Join the Santa Babra County SELPA (SBCSELPA) in the 2025-26 School Year

BACKGROUND:

- In a letter dated September 26, 2024, 2024, Peabody Charter School notified SBCSELPA that they are rescinding their prior request to join the SBCSELPA.
- The charter school has submitted the attached letter (*REF: VIII-D.1*) rescinding their prior year and a day notification.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



PEABODY CHARTER SCHOOL

3018 Calle Noguerra, Santa Barbara, California 93105 • (805) 563-1172 • FAX (805) 569-7042

September 26, 2024

To: Ray Avila
From: Demian Barnett
RE: Year and a Day Notice

Dear Ray Avila ,

Please accept this letter from Peabody Charter School rescinding our initial request to join the SELPA for the 2025-26 school year.

We have updated our timeline and seek to join the SELPA for the 2026-2027 school year. Peabody continues developing its capacity to provide special education services beginning in the 2026-2027 school year.

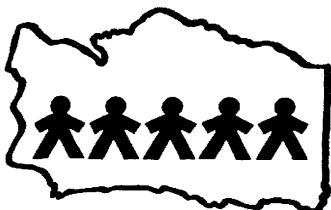
Peabody understands that this is just the first step and that further assurances will be needed before being allowed to join the SELPA.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Dem Barnett'. The signature is stylized and cursive.

Demian Barnett
Superintendent/Principal
Peabody Charter



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

REF: IX-C

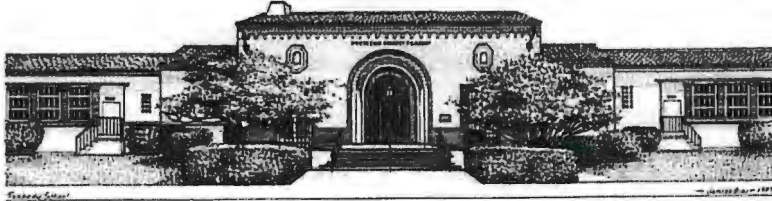
Date: June 3, 2024
To: SBCSELPA JPA Board
From: Ray Avila, SBCSELPA Executive Director
Re: Peabody Charter School Request to join the Santa Barbara County SELPA (SBCSELPA) in the 2025-26 School Year

BACKGROUND:

- In a letter dated May 17, 2024, Peabody Charter School notified SBCSELPA and the Santa Barbara Unified School District of its intent to become an LEA for the purposes of Special Education effective August 2025.
- The charter school has met the year and a day notification timeline requirement.

FISCAL IMPACT: There is no known fiscal impact on other LEAs/districts currently.

RA:lm



PEABODY CHARTER SCHOOL

3018 Calle Noguerra, Santa Barbara, California 93105 • (805) 563-1172 • FAX (805) 569-7042

May 17, 2024

To: Ray Avila
From: Demian Barnett
RE: Year and a Day Notice

Dear Ray Avila ,

Please accept this letter from Peabody Charter School giving the Santa Barbara SELPA a year and a day's notice to potentially join the SELPA for the 2025-2026 school year. Peabody is exploring possibly joining the SELPA to provide special education services beginning in the 2025-2026 school year.

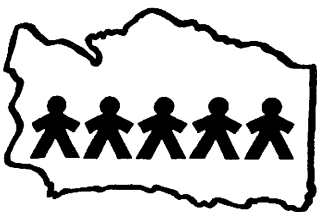
Peabody understands that this is just the first step and that further assurances will be needed before being allowed to join the SELPA.

If you have any questions or need more information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Demian Barnett'. The signature is stylized and cursive.

Demian Barnett
Superintendent/Principal
Peabody Charter



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

Date: October 7, 2024

To: SBCSELPA Special Education Administrators

From: Jennifer Connolly, SBCSELPA Coordinator

Re: Interagency Agreement (IAA): CommUnify and SBCSELPA

BACKGROUND:

- An Interagency Agreement was developed by representatives of CommUnify and SBCSELPA
- The IAA ensures that all children with disabilities have a free and appropriate public education as required by federal and state laws, regardless of the public agency administering the program.
- The intent of the IAA between CommUnify and SBCSELPA is to ensure that cooperative arrangements between local education agencies and the CommUnify of Santa Barbara, Children's Services Program are developed, implemented and preserved, and to ensure that those children needing services are provided those services in the least restrictive environment.
- This agreement applies only to children with disabilities who are between three years and entry to elementary school.
- CommUnify and SBCSELPA have collaborated on the IAA, sharing the following adjustments to the document.
REF: September 20, 2024 IAA with markups
REF: September 20, 2024 FINAL IAA.

FISCAL IMPACT: No impact.

RECOMMENDATION: The JPA Board approve the proposed updated IAA with SBCSELPA and CommUnify.

RA/JC:lm

INTERAGENCY AGREEMENT

Between

SANTA BARBARA COUNTY

SPECIAL EDUCATION LOCAL PLAN AREA

and

~~COMMUNITY ACTION COMMISSION OF~~

***Communify of* SANTA BARBARA COUNTY**

***CHILDREN'S SERVICES* HEAD START PROGRAM**

~~September 2019.~~ *September 2024-September 2029*

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INTRODUCTION

The purpose of this agreement is to establish working procedures to encourage agency collaboration in the provision of services to children with disabilities.

It is the intent of this agreement to:

1. Define which services will be provided by each agency.
2. Ensure that all children with disabilities have a free and appropriate public education as required by federal and state laws, regardless of the public agency administering the program.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the state and local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between local education agencies and the ~~Community Action Commission~~ **CommUnify** of Santa Barbara, Children's Services Program are developed, implemented and preserved, and to ensure that those children needing services are provided those services in the least restrictive environment.

This agreement applies only to children with disabilities who are between three years and entry to elementary school.

LOCAL IMPLEMENTATION GUIDELINES

I. **SEARCH** - All children with disabilities in need of special education must be identified, located and evaluated. (California Education Code Sections 56300 - 56302, IDEA PART B Regulations 34 CFR Section 300.220)

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Include Head Start in the child find system. 2. Inform Head Start of the appropriate referral procedures. 3. Refer children who are receiving special education services to Head Start when it is anticipated that the child may benefit from Head Start. 4. In collaboration, the Local Education Agency running preschool programs and Head Start will work cooperatively in the Child Study Team Process. 5. After receipt of a Head Start Referral Packet, the Local Education Agency running preschool programs will process the referral and provide Head Start and the Parent a copy of the current recommendations of the Local Education Agency Study Team within 30 school days. 6. If a referral for Special Education Assessment is made the parent is to be sent a Notice of Referral. Subsequently within 15 days of the referral an assessment plan will be developed and sent to the parent or the parent will be notified, in writing, that special education assessment is not appropriate. 	<ol style="list-style-type: none"> 1. Participate in the SELPA's child find system. 2. Inform SELPA of the appropriate referral procedures. 3. Screen all children and refer those suspected of having special education needs to Local Education Agency (LEA) running preschool programs. Following appropriate interventions, referrals should be made as early in the school year as possible (by November 1, if possible). 4. For children referred to the Local Education Agency running preschool programs, provide the Head Start Referral Packet and written information on any classroom and curriculum modifications attempted prior to referral. The Referral Packet will include: <ol style="list-style-type: none"> A. Cover Letter B. Head Start, Referral form, Authorization for Release of Information C. Copy of Developmental screening instrument D. Copy of Audiometric and Vision Screening, if completed E. Local Education Agency Child Study Referral Forms (Parent and/or Teacher Form)

LOCAL IMPLEMENTATION GUIDELINES

II. **ASSESSMENT** - Each child who is suspected of having a disability and needing special education who is referred for assessment shall have the benefit of a multidisciplinary assessment and no single procedure shall be used as the sole criterion for determining eligibility. (California Education Code Sections 56320 - 56321(a), IDEA PART B, 34 CFR Part 300.532)

<i>Special Education Local Plan Area will:</i>	<i>Head Start /Program will:</i>
<ol style="list-style-type: none"> 1. Be responsible for assessment of children referred by Head Start where the child is suspected of having a disability. 2. Invite Head Start personnel to participate in the development and implementation of the assessment plan of all children referred for assessment by Head Start. 3. Be responsible for obtaining consent for assessment. 4. Invite Head Start personnel to participate in the IEP team meeting scheduled to discuss assessment results and determine eligibility for special education services. LEA to make reasonable effort to provide notice at least 10 days prior to the IEP meeting. 5. Staff will collaborate on mutual mandated State and Federal testing and share results. 6. Provide Head Start with a copy of the of assessment results, when a request for Release of Information is signed by the parents, including instances where the child does not meet eligibility criteria. Copies to be provided within two weeks of request after the meeting has occurred. 	<ol style="list-style-type: none"> 1. Be responsible for referring children suspected to be in need of special education to the local SELPA for assessment. 2a. Cooperate with the SELPA in the development and implementation of the assessment plan 2b. Be responsible for health screening (vision, hearing, medical, dental, nutritional, and developmental). 2c. With parental consent, provide the SELPA educationally relevant assessment information. 3. Assist in procurement of parental consent for assessment. 4. Participate in the IEP Team meetings as appropriate. 5. Collaborate with SELPA on district mandated State and Federal testing and share results.

LOCAL IMPLEMENTATION GUIDELINES

III. **INDIVIDUALIZED EDUCATION PROGRAM** - Children with disabilities and their families shall have a right to an appropriate education and related services in accordance with their IEP, including full educational opportunity in the least restrictive environment (California Education Code Section 56340-56381 - Section 56445 (a-d), IDEA PART B, Section 300.550-300.554)

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Develop IEPs for each child for whom special education and related services will be provided by the SELPA within the legally mandated timeline of receipt of the parent’s written consent for assessment (not including days between school sessions or terms and major school holidays) and shall include Head Start personnel in the development of the IEP when the child is enrolled in Head Start or Head Start is a placement option. 2. Send written notification to Head Start of IEP meetings for children enrolled or planning enrollment in Head Start. 3. Specify in the IEP which special education and related services, will be provided by the SELPA and which services will be provided by Head Start. 4. Provide, or ensure the provision of special education and related services as specified in the IEP for all children the SELPA is mandated to serve. 5. Monitor and document implementation of all IEPs and shall be responsible for monitoring pupil progress on those portions of the IEP implemented by the SELPA. 6. Conduct annual IEP reviews and invite Head Start personnel. LEA to make reasonable effort to provide Head Start personnel notice at least 10 days prior to the IEP meeting. 	<ol style="list-style-type: none"> 1. Participate, when invited, in the development of the IEP for each individual with exceptional needs who is or may be enrolled in Head Start. 2. When the IEP is developed, representative from Head Start will, when invited, participate in the IEP meeting and placement decision for any child meeting Head Start eligibility requirements. 3. Provide all comprehensive child development services to all children enrolled in Head Start, whether or not they are disabled and be responsible for coordinating with the SELPA special education and related services for those children who are enrolled in Head Start. 4. Be responsible for implementing any portions of the jointly developed IEP specified as Head Start’s responsibility, and agreed to by Head Start staff, for those children enrolled in Head Start. 5. Be responsible for monitoring and documenting pupil progress on the portions of the IEP implemented by Head Start. 6. Participate in annual IEP reviews.

LOCAL IMPLEMENTATION GUIDELINES

IV. **PROCEDURAL SAFEGUARDS** - Young children with disabilities and their families shall be afforded procedural safeguards and confidentiality of records requirements according to IDEA, (IDEA PART B, Regs. Section 300.500-300.515), California Education Code Sections 56500.1-56507).

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Implement all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, for all individuals with disabilities placed by the SELPA in Head Start and their parents, according to California Education Code Sections 56500-56506, effective California Code of Regulations, Title 5, Regulations and federal law and regulations. 2. Inform Head Start personnel and parents of individual rights and protections. 3. Annually, and when changes occur, send a copy of the Parents Rights to the Head Start Disabilities Specialist. 4. Inform Head Start personnel & parents of due process hearing and complaint procedures for all children placed by the SELPA in Head Start, in accordance with California Education Code requirements. 5. Maintain advocacy role for all SELPA children. 	<ol style="list-style-type: none"> 1. Ensure that all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, are provided for all disabled children and their parents, according to Education Code Sections 56500-56506, effective California Administrative Code, Title 5 and federal law and regulations. 2. Inform parents of individual rights protections. 3. Inform parents of due process hearing and complaint procedures. Head Start shall participate in hearings when requested. 4. Maintain advocacy role for Head Start clients.

LOCAL IMPLEMENTATION GUIDELINES

V. TRAINING AND TECHNICAL ASSISTANCE

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none">1. Provide training to Head Start personnel, as appropriate.2. Designate one person responsible for coordination of training opportunities with Head Start.3. Participate in Head Start sponsored trainings, as appropriate.	<ol style="list-style-type: none">1. Provide training to SELPA personnel, as appropriate.2. Designate one person responsible for coordination of training opportunities with SELPA.3. Participate in State Education Agency or SELPA sponsored trainings, as appropriate.

LOCAL IMPLEMENTATION GUIDELINES

VI. FUNDING

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Explore innovative methods of financing the cost of special education and related services including, dual enrollment, itinerant teacher arrangements. 2. Ensure the provision of special education and related services for all children with disabilities as specified in the IEP, and for whom the SELPA is mandated to provide special education and related services, who are placed in Head Start programs. 3. May, by mutual agreement with Head Start, combine fiscal and service resources in a manner different than 2 above, provided the combination results in increased services to children with disabilities. For example, locate Head Start and public school special education preschool classroom facilities as closely together as possible (at same geographic location whenever possible) to facilitate integration, coordinate transportation and maximize staff-parent interactions. 	<ol style="list-style-type: none"> 1. Explore innovative methods of financing the cost of special education and related services, including dual enrollment and other classroom support. 2. Pay for the cost of comprehensive child development services for all children enrolled in Head Start. 3. When appropriate, by mutual agreement with the SELPA, combine fiscal and service resources provided the combination results in increased services to children with disabilities.

LOCAL IMPLEMENTATION GUIDELINES

VII. **ADMINISTRATION** - The child with disabilities and parent shall have the benefit of consistent administrative procedures.

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Collaborate with the Head Start Program to ensure a smooth transition of children with disabilities from the Early Start Program to Head Start Programs and from Head Start programs to the public schools. 2. Annually count and report the number of children with disabilities enrolled in Head Start for whom the SELPA provides the special education and related services, in accordance with the Department of Education pupil count procedures. 3. Designate a person to work with Head Start designee on problems regarding interpretation of, or compliance with, this agreement. 4. Annually designate at least one person responsible for participation on the CAC Head Start Health and Disabilities Advisory Committee. 	<ol style="list-style-type: none"> 1. Collaborate with SELPA to ensure a smooth transition of children with disabilities from Head Start programs to the public schools. 2. Annually count and report to ACE Office of Head Start (OHS) the unduplicated number of children with disabilities who are enrolled in Head Start in accordance with U.S. Department of Health and Human Services (OHS) Program Information Reporting procedures. 3. Designate a person to work with the SELPA designee on problems regarding interpretation of, or compliance with this agreement. 4. Inform and invite the SELPA representative(s) to participate on the CAC Head Start Health and Disabilities Advisory committee.

LOCAL IMPLEMENTATION GUIDELINES

VIII. **DISPUTE RESOLUTION:** Special education and Head Start should address any disputes through a mutually agreed upon process (IDEA 34 CFR Part 300, Section 300.152; CCR, Title 2, Division 9, Article 9, Section 60600).

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<p>1. In the event that misunderstandings or differences of opinion occur between agencies with regard to policies and procedures necessary to accomplish the objectives of this agreement, the staff of the LEA and Head Start will meet to develop a mutually agreeable solution. These disputes should be resolved at the lowest administrative level possible.</p>	<p>1. In the event that misunderstandings or differences of opinion occur between agencies with regard to policies and procedures necessary to accomplish the objectives of this agreement, the staff of the LEA and Head Start will meet to develop a mutually agreeable solution. These disputes should be resolved at the lowest administrative level possible.</p>

IMPLEMENTATION AND DISSEMINATION PLAN

Purpose:

1. To promote the dissemination of information concerning the Interagency Agreement to the agencies involved, other interested parties, and the public.
2. To promote the exchange of information regarding statutory and policy requirements, constraints, and discretionary authority of each agency.
3. To promote the collaboration of the agencies in the maximal and unduplicated utilization of fiscal and staff resources to meet the needs of mutual clients.
4. To promote joint planning and cooperate to effect shared goals.

The Interagency Agreement will be monitored by an Implementation Committee. The Committee will be comprised of one representative from SELPA, and Head Start, and/or additional representatives as determined by them.

Implementation Committee Responsibilities:

1. Communicate on at least an annual basis to consider the need to review and revise Interagency Agreement and carry out the functions listed below:
 - a. Provide information on the Interagency Agreement to Local Education Agencies.
 - b. Provide information on the Interagency Agreement to interested agencies and organizations.
 - c. Facilitate and monitor interagency training sessions, as needed, to promote greater understanding of the Interagency Agreement and service delivery responsibilities of each agency.

IMPLEMENTATION, REVIEW, AND DOCUMENTATION

GOVERNANCE	IMPLEMENTATION COMMITTEE	INTERAGENCY AGREEMENT COMPONENTS	CONSUMER OF SERVICES
<p>SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA BOARD <i>and</i> SELPA EXECUTIVE DIRECTOR</p> <p>COMMUNITY ACTION COMMISSION CHIEF EXECUTIVE OFFICER</p> <p>HEAD START DIRECTOR</p>	<ul style="list-style-type: none"> • Develop and Refine Interagency Agreement • Dissemination and Implementation Agreement • Monitor and Evaluate Various Components 	<ul style="list-style-type: none"> • Assessment of pupil/Clients • IEP Development • Procedural Safeguards • Training and Technical Assistance • Funding • Administration • Dispute Resolution • Implementation and Dissemination 	<ul style="list-style-type: none"> • Individual Clients/Pupils • Agencies • Parents • Organization and Associations

Feedback flows regularly from each level and will allow the Implementation Committee to monitor the effectiveness of the implementation of the Interagency Agreement.

INTERAGENCY AGREEMENT APPROVAL

Indemnity Except as otherwise expressly provided, Santa Barbara Head Start and the Santa Barbara County SELPA shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses and attorneys' fees incurred, which arise by reason of the acts or omissions of the indemnifying party, its agent or employees in the performance of its obligations under this agreement.

This agreement shall commence on the effective date of approval by the signatures. The agreement shall be reviewed every five years or revised at the request of either party. 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

PATRICIA KEELEAN, CHIEF EXECUTIVE DIRECTOR
~~COMMUNITY ACTION COMMISSION~~ **COMMUNIFY** OF
SANTA BARBARA

DATE _____

DATE _____

RAY AVILA, EXECUTIVE DIRECTOR
SANTA BARBARA COUNTY SELPA

JENNIFER MACDONALD CHILDREN'S
SERVICES DIRECTOR
~~COMMUNITY ACTION COMMISSION~~ **COMMUNIFY** OF
SANTA BARBARA, HEAD START PROGRAM

DATE _____

DATE _____

APPENDIX A

DEFINITIONS OF TERMS COMMONLY USED BY SCHOOL (LEA) AND HEAD START PERSONNEL

LEA Definitions

Appropriate Education

California Code of Regulations, Title 5 Subchapter 1. Special Education

3001.(b)

“Appropriate education” as in ‘free, appropriate public education,’ is an educational program and related service(s) as determined on an individual basis which meets the unique needs of each individual with exceptional needs. Such an educational program and related service(s) shall be based on goals and objectives as specified in an individualized education program (IEP) and determined through the process of assessment and IEP planning in compliance with state and federal laws and regulations. Such an educational program shall provide the equal opportunity for each individual with exceptional needs to achieve his or her full potential, commensurate with the opportunity provided to other individuals.

Dual Enrollment

Subchapter 1. Special Education

3001.(m)

“Dual enrollment” means the concurrent attendance of the individual in a public education agency and a nonpublic school and/or agency.

IEP

56345(a)

The individualized education program is a written statement determined in a meeting of the individualized education program team and shall include, but not be limited to, all of the following:

- (1) The present levels of the pupil’s educational performance.
- (2) The annual goals, including short-term instructional objectives.
- (3) The specific special educational instruction and related services required by the pupil.
- (4) The extent to which the pupil will be able to participate in regular educational program.
- (5) The projected date for initiation and anticipated duration of the programs and services included in the individual education program.
- (6) Appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being achieved.

IEP Team

60010.(e) “Individualized education program team” means a team which is constituted in accordance with Section 56341 of the Education Code, and Section 300.344 of Title 34 of the Code of Federal Regulations.

LEA Definitions

Individual with Exceptional Needs

56026. "Individuals with exceptional needs" means those persons who satisfy all of the following:

- (a) Identified by an individualized educational program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.
- (b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.
- (c) Come within one of the following age categories:
 - (1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.
 - (2) Between the ages of three to five years, inclusive, and identified by the district the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.

Interagency Agreement

60010.(h) "Interagency agreement" means a negotiated written document which defines each agency's role and responsibilities for serving individuals with exceptional needs and assist in promoting coordination of these services.

Responsible LEA

60010.(k) "Responsible local education agency" means the school district or county office specified in Section 56030 of the Education Code.

SELPA

60010.(m) "Special Education Local Plan Area" means the service area covered by the local plan developed in accordance with Section 56170 of the Education Code.

Referral for Assessment

56029. "Referral for assessment" means any written request for assessment to identify an individual with exceptional needs made by a parent, teacher, or other service provider.

Special Education

56031. "Special Education" means specially designed instruction, at no cost to the parent, to meet the unique needs of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular instruction program, and related services, at no cost to the parent, that may be needed to assist these individuals to benefit from specially designed instruction.

Intensive Special Education

3001(n) "Intensive special education services" means instruction and services, without which the individual would be unable to develop the skills necessary to achieve educational goals appropriate to his or her developmental and cognitive level or potential. Such instruction and services may be provided in any of the program options as stated in Education Code Section 56361.

Established Medical Disability

56441.11.(d) For purposes of this section, "established medical disability" is defined as a disabling medical condition or congenital syndrome that the individualized education program team determines has a high predictability of requiring special education and services.

LEA Definitions

Severely Disabled

56030.5. "Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, intellectual disability, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils under Chapter 6 (commencing with Section 56800) of this part, as it read on January 1, 1998.

APPENDIX B

Personnel Responsible for Various Aspects of Interagency Collaboration

<u>ACTIVITY</u>	<u>PERSON RESPONSIBLE</u>
Coordination of Training Opportunities with Head Start	SELPA Coordinator
Coordination of Training Opportunities with SELPA	CAC COMMUNIFY OF SANTA BARBARA CS Disabilities Specialist
Liaison to Work with Head Start regarding interpretation of, or compliance with, the Local Interagency Agreement	SELPA Executive Director
Liaison to work with SELPA regarding interpretation of, or compliance with, the Local Interagency Agreement	CAC CS COMMUNIFY CS Disabilities Specialist
SELPA representative to the CAC Head Start Disabilities Advisory Committee	Local Education Agencies Administrators of Special Education responsible for preschool programs SELPA Coordinator

INTERAGENCY AGREEMENT

Between

SANTA BARBARA COUNTY

SPECIAL EDUCATION LOCAL PLAN AREA

and

COMMUNITY OF SANTA BARBARA COUNTY

CHILDREN'S SERVICES HEAD START PROGRAM

September 20, 2024 - September 20, 2029

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INTRODUCTION

The purpose of this agreement is to establish working procedures to encourage agency collaboration in the provision of services to children with disabilities.

It is the intent of this agreement to:

1. Define which services will be provided by each agency.
2. Ensure that all children with disabilities have a free and appropriate public education as required by federal and state laws, regardless of the public agency administering the program.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the state and local level to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between local education agencies and the CommUnify_of Santa Barbara, Children's Services Program are developed, implemented and preserved, and to ensure that those children needing services are provided those services in the least restrictive environment.

This agreement applies only to children with disabilities who are between three years and entry to elementary school.

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LOCAL IMPLEMENTATION GUIDELINES

II. **ASSESSMENT** - Each child who is suspected of having a disability and needing special education who is referred for assessment shall have the benefit of a multidisciplinary assessment and no single procedure shall be used as the sole criterion for determining eligibility. (California Education Code Sections 56320 - 56321(a), IDEA PART B, 34 CFR Part 300.532)

<i>Special Education Local Plan Area will:</i>	<i>Head Start /Program will:</i>
<ol style="list-style-type: none"> 1. Be responsible for assessment of children referred by Head Start where the child is suspected of having a disability. 2. Invite Head Start personnel to participate in the development and implementation of the assessment plan of all children referred for assessment by Head Start. 3. Be responsible for obtaining consent for assessment. 4. Invite Head Start personnel to participate in the IEP team meeting scheduled to discuss assessment results and determine eligibility for special education services. LEA to make reasonable effort to provide notice at least 10 days prior to the IEP meeting. 5. Staff will collaborate on mutual mandated State and Federal testing and share results. 6. Provide Head Start with a copy of the of assessment results, when a request for Release of Information is signed by the parents, including instances where the child does not meet eligibility criteria. Copies to be provided within two weeks of request after the meeting has occurred. 	<ol style="list-style-type: none"> 1. Be responsible for referring children suspected to be in need of special education to the local SELPA for assessment. 2a. Cooperate with the SELPA in the development and implementation of the assessment plan. 2b. Be responsible for health screening (vision, hearing, medical, dental, nutritional, and developmental). 2c. With parental consent, provide the SELPA educationally relevant assessment information. 3. Assist in procurement of parental consent for assessment. 4. Participate in the IEP Team meetings as appropriate. 5. Collaborate with SELPA on district mandated State and Federal testing and share results.

LOCAL IMPLEMENTATION GUIDELINES

III. INDIVIDUALIZED EDUCATION PROGRAM - Children with disabilities and their families shall have a right to an appropriate education and related services in accordance with their IEP, including full educational opportunity in the least restrictive environment (California Education Code Section 56340-56381 - Section 56445 (a-d), IDEA PART B, Section 300.550-300.554)

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Develop IEPs for each child for whom special education and related services will be provided by the SELPA within the legally mandated timeline of receipt of the parent’s written consent for assessment (not including days between school sessions or terms and major school holidays) and shall include Head Start personnel in the development of the IEP when the child is enrolled in Head Start or Head Start is a placement option. 2. Send written notification to Head Start of IEP meetings for children enrolled or planning enrollment in Head Start. 3. Specify in the IEP which special education and related services, will be provided by the SELPA and which services will be provided by Head Start. 4. Provide, or ensure the provision of special education and related services as specified in the IEP for all children the SELPA is mandated to serve. 5. Monitor and document implementation of all IEPs and shall be responsible for monitoring pupil progress on those portions of the IEP implemented by the SELPA. 6. Conduct annual IEP reviews and invite Head Start personnel. LEA to make reasonable effort to provide Head Start personnel notice at least 10 days prior to the IEP meeting. 	<ol style="list-style-type: none"> 1. Participate when invited, in the development of the IEP for each individual with exceptional needs who is or may be enrolled in Head Start. 2. When the IEP is developed, representative from Head Start will, when invited, participate in the IEP meeting and placement decision for any child meeting Head Start eligibility requirements. 3. Provide all comprehensive child development services to all children enrolled in Head Start, whether or not they are disabled and be responsible for coordinating with the SELPA special education and related services for those children who are enrolled in Head Start. 4. Be responsible for implementing any portions of the jointly developed IEP specified as Head Start’s responsibility, and agreed to by Head Start staff, for those children enrolled in Head Start. 5. Be responsible for monitoring and documenting pupil progress on the portions of the IEP implemented by Head Start. 6. Participate in annual IEP reviews.

LOCAL IMPLEMENTATION GUIDELINES

IV. **PROCEDURAL SAFEGUARDS** - Young children with disabilities and their families shall be afforded procedural safeguards and confidentiality of records requirements according to IDEA, (IDEA PART B, Regs. Section 300.500-300.515), California Education Code Sections 56500.1-56507).

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none"> 1. Implement all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, for all individuals with disabilities placed by the SELPA in Head Start and their parents, according to California Education Code Sections 56500-56506, effective California Code of Regulations, Title 5, Regulations and federal law and regulations. 2. Inform Head Start personnel and parents of individual rights and protections. 3. Annually, and when changes occur, send a copy of the Parents Rights to the Head Start Disabilities Specialist. 4. Inform Head Start personnel & parents of due process hearing and complaint procedures for all children placed by the SELPA in Head Start, in accordance with California Education Code requirements. 5. Maintain advocacy role for all SELPA children. 	<ol style="list-style-type: none"> 1. Ensure that all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, are provided for all disabled children and their parents, according to Education Code Sections 56500-56506, effective California Administrative Code, Title 5 and federal law and regulations. 2. Inform parents of individual rights protections. 3. Inform parents of due process hearing and complaint procedures. Head Start shall participate in hearings when requested. 4. Maintain advocacy role for Head Start clients.

LOCAL IMPLEMENTATION GUIDELINES

V. TRAINING AND TECHNICAL ASSISTANCE

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none">1. Provide training to Head Start personnel, as appropriate.2. Designate one person responsible for coordination of training opportunities with Head Start.3. Participate in Head Start sponsored trainings, as appropriate.	<ol style="list-style-type: none">1. Provide training to SELPA personnel, as appropriate.2. Designate one person responsible for coordination of training opportunities with SELPA.3. Participate in State Education Agency or SELPA sponsored trainings, as appropriate.

LOCAL IMPLEMENTATION GUIDELINES

VI. FUNDING

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none">1. Explore innovative methods of financing the cost of special education and related services including, dual enrollment, itinerant teacher arrangements.2. Ensure the provision of special education and related services for all children with disabilities as specified in the IEP, and for whom the SELPA is mandated to provide special education and related services, who are placed in Head Start programs.3. May, by mutual agreement with Head Start, combine fiscal and service resources in a manner different than 2 above, provided the combination results in increased services to children with disabilities. For example, locate Head Start and public school special education preschool classroom facilities as closely together as possible (at same geographic location whenever possible) to facilitate integration, coordinate transportation and maximize staff-parent interactions.	<ol style="list-style-type: none">1. Explore innovative methods of financing the cost of special education and related services, including dual enrollment and other classroom support.2. Pay for the cost of comprehensive child development services for all children enrolled in Head Start.3. When appropriate, by mutual agreement with the SELPA, combine fiscal and service resources provided the combination results in increased services to children with disabilities.

LOCAL IMPLEMENTATION GUIDELINES

VII. **ADMINISTRATION** - The child with disabilities and parent shall have the benefit of consistent administrative procedures.

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<ol style="list-style-type: none">1. Collaborate with the Head Start Program to ensure a smooth transition of children with disabilities from the Early Start Program to Head Start Programs and from Head Start programs to the public schools.2. Annually count and report the number of children with disabilities enrolled in Head Start for whom the SELPA provides the special education and related services, in accordance with the Department of Education pupil count procedures.3. Designate a person to work with Head Start designee on problems regarding interpretation of, or compliance with, this agreement.	<ol style="list-style-type: none">1. Collaborate with SELPA to ensure a smooth transition of children with disabilities from Head Start programs to the public schools.2. Annually count and report to Office of Head Start (OHS) the unduplicated number of children with disabilities who are enrolled in Head Start in accordance with (OHS) Program Information Reporting procedures.3. Designate a person to work with the SELPA designee on problems regarding interpretation of, or compliance with this agreement.

LOCAL IMPLEMENTATION GUIDELINES

VIII. **DISPUTE RESOLUTION:** Special education and Head Start should address any disputes through a mutually agreed upon process (IDEA 34 CFR Part 300, Section 300.152; CCR, Title 2, Division 9, Article 9, Section 60600).

<i>Special Education Local Plan Area will:</i>	<i>Head Start Program will:</i>
<p>1. In the event that misunderstandings or differences of opinion occur between agencies with regard to policies and procedures necessary to accomplish the objectives of this agreement, the staff of the LEA and Head Start will meet to develop a mutually agreeable solution. These disputes should be resolved at the lowest administrative level possible.</p>	<p>1. In the event that misunderstandings or differences of opinion occur between agencies with regard to policies and procedures necessary to accomplish the objectives of this agreement, the staff of the LEA and Head Start will meet to develop a mutually agreeable solution. These disputes should be resolved at the lowest administrative level possible.</p>

IMPLEMENTATION AND DISSEMINATION PLAN

Purpose:

1. To promote the dissemination of information concerning the Interagency Agreement to the agencies involved, other interested parties, and the public.
2. To promote the exchange of information regarding statutory and policy requirements, constraints, and discretionary authority of each agency.
3. To promote the collaboration of the agencies in the maximal and unduplicated utilization of fiscal and staff resources to meet the needs of mutual clients.
4. To promote joint planning and cooperate to effect shared goals.

The Interagency Agreement will be monitored by an Implementation Committee. The Committee will be comprised of one representative from SELPA, and Head Start, and/or additional representatives as determined by them.

Implementation Committee Responsibilities:

1. Communicate on at least an annual basis to consider the need to review and revise Interagency Agreement and carry out the functions listed below:
 - a. Provide information on the Interagency Agreement to Local Education Agencies.
 - b. Provide information on the Interagency Agreement to interested agencies and organizations.
 - c. Facilitate and monitor interagency training sessions, as needed, to promote greater understanding of the Interagency Agreement and service delivery responsibilities of each agency.

IMPLEMENTATION, REVIEW, AND DOCUMENTATION

GOVERNANCE	IMPLEMENTATION COMMITTEE	INTERAGENCY AGREEMENT COMPONENTS	CONSUMER OF SERVICES
<p>SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA BOARD <i>and</i> SELPA EXECUTIVE DIRECTOR</p> <p>CHIEF EXECUTIVE OFFICER</p> <p>HEAD START DIRECTOR</p>	<ul style="list-style-type: none"> • Develop and Refine Interagency Agreement • Dissemination and Implementation Agreement • Monitor and Evaluate Various Components 	<ul style="list-style-type: none"> • Assessment of pupil/Clients • IEP Development • Procedural Safeguards • Training and Technical Assistance • Funding • Administration • Dispute Resolution Implementation and Dissemination 	<ul style="list-style-type: none"> • Individual Clients/Pupils • Agencies • Parents • Organization and Associations

Feedback flows regularly from each level and will allow the Implementation Committee to monitor the effectiveness of the implementation of the Interagency Agreement.

INTERAGENCY AGREEMENT APPROVAL

Indemnity Except as otherwise expressly provided, Santa Barbara Head Start and the Santa Barbara County SELPA shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses and attorneys' fees incurred, which arise by reason of the acts or omissions of the indemnifying party, its agent or employees in the performance of its obligations under this agreement.

This agreement shall commence on the effective date of approval by the signatures. The agreement shall be reviewed every five years or revised at the request of either party. 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

PATRICIA KEELEAN, CHIEF EXECUTIVE DIRECTOR
COMMUNIFY OF SANTA BARBARA

DATE _____

DATE _____

RAY AVILA, EXECUTIVE DIRECTOR
SANTA BARBARA COUNTY SELPA

JENNIFER MACDONALD CHILDREN'S
SERVICES DIRECTOR
COMMUNIFY OF SANTA BARBARA, HEAD START

DATE _____

DATE _____

APPENDIX A

DEFINITIONS OF TERMS COMMONLY USED BY SCHOOL (LEA) AND HEAD START PERSONNEL

LEA Definitions

Appropriate Education

California Code of Regulations, Title 5 Subchapter 1. Special Education

3001.(b)

“Appropriate education” as in ‘free, appropriate public education,’ is an educational program and related service(s) as determined on an individual basis which meets the unique needs of each individual with exceptional needs. Such an educational program and related service(s) shall be based on goals and objectives as specified in an individualized education program (IEP) and determined through the process of assessment and IEP planning in compliance with state and federal laws and regulations. Such an educational program shall provide the equal opportunity for each individual with exceptional needs to achieve his or her full potential, commensurate with the opportunity provided to other individuals.

Dual Enrollment

Subchapter 1. Special Education

3001.(m)

“Dual enrollment” means the concurrent attendance of the individual in a public education agency and a nonpublic school and/or agency.

IEP

56345(a)

The individualized education program is a written statement determined in a meeting of the individualized education program team and shall include, but not be limited to, all of the following:

- (1) The present levels of the pupil’s educational performance.
- (2) The annual goals, including short-term instructional objectives.
- (3) The specific special educational instruction and related services required by the pupil.
- (4) The extent to which the pupil will be able to participate in regular educational program.
- (5) The projected date for initiation and anticipated duration of the programs and services included in the individual education program.
- (6) Appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being achieved.

IEP Team

60010.(e) “Individualized education program team” means a team which is constituted in accordance with Section 56341 of the Education Code, and Section 300.344 of Title 34 of the Code of Federal Regulations.

LEA Definitions

Individual with Exceptional Needs

56026. "Individuals with exceptional needs" means those persons who satisfy all of the following:

- (a) Identified by an individualized educational program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.
- (b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.
- (c) Come within one of the following age categories:
 - (1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.
 - (2) Between the ages of three to five years, inclusive, and identified by the district the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.

Interagency Agreement

60010.(h) "Interagency agreement" means a negotiated written document which defines each agency's role and responsibilities for serving individuals with exceptional needs and assist in promoting coordination of these services.

Responsible LEA

60010.(k) "Responsible local education agency" means the school district or county office specified in Section 56030 of the Education Code.

SELPA

60010.(m) "Special Education Local Plan Area" means the service area covered by the local plan developed in accordance with Section 56170 of the Education Code.

Referral for Assessment

56029. "Referral for assessment" means any written request for assessment to identify an individual with exceptional needs made by a parent, teacher, or other service provider.

Special Education

56031. "Special Education" means specially designed instruction, at no cost to the parent, to meet the unique needs of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular instruction program, and related services, at no cost to the parent, that may be needed to assist these individuals to benefit from specially designed instruction.

Intensive Special Education

3001(n) "Intensive special education services" means instruction and services, without which the individual would be unable to develop the skills necessary to achieve educational goals appropriate to his or her developmental and cognitive level or potential. Such instruction and services may be provided in any of the program options as stated in Education Code Section 56361.

Established Medical Disability

56441.11.(d) For purposes of this section, "established medical disability" is defined as a disabling medical condition or congenital syndrome that the individualized education program team determines has a high predictability of requiring special education and services.

LEA Definitions

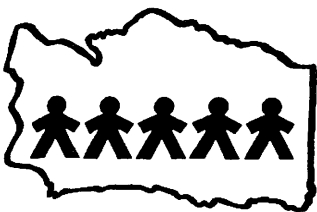
Severely Disabled

56030.5. "Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, intellectual disability, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils under Chapter 6 (commencing with Section 56800) of this part, as it read on January 1, 1998.

APPENDIX B

Personnel Responsible for Various Aspects of Interagency Collaboration

<u>ACTIVITY</u>	<u>PERSON RESPONSIBLE</u>
Coordination of Training Opportunities with Head Start	SBCSELPA Coordinator
Coordination of Training Opportunities with SBCSELPA	COMMUNIFY OF SANTA BARBARA Disabilities Specialist
Liaison to Work with Head Start regarding interpretation of, or compliance with, the Local Interagency Agreement	SBCSELPA Executive Director
Liaison to work with SBCSELPA regarding interpretation of, or compliance with, the Local Interagency Agreement	COMMUNIFY Disabilities Specialist



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

Date: October 7, 2024
 To: SBCSELPA JPA Board
 From: Jennifer Connolly, SBCSELPA Coordinator
 Re: October Professional Development Offerings Booklet: <https://tinyurl.com/2425-SELPA-PD>

BACKGROUND:

- SBCSELPA is excited to present the following Professional Development Events to Santa Barbara County Staff. Back2School Padlet of Resources for Staff: <http://tinyurl.com/Back2School-Resources>

October

October 1, 3:30-5:00: Introduction to Dyslexia, Zoom. Presenter: Jennifer Connolly.

October 2, 12:00-3:00: Augmentative Alternative Communication (AAC), Zoom. Presenter: Lisa Foote.

October 3, 8:30-3:30: Nonviolent Crisis Prevention Intervention (NCPI) Initial, In person, SMJUHSD. Presenters: Phil Pandac and David Ibsen.

October 7, 9:30-11:00: Community Advisory Committee (CAC), In person/Zoom, Buellton.

October 8, 12:00-3:00: AT/ UDL Immersion, Zoom, Presenter: Lisa Foote.

October 8, 4:00-7:00: Bridge Authorization, ESN, In person, SMB Souza Center, Presenters: Ray Avila and Jennifer Connolly.

October 9, 9:30-11:00 Spanish, 5:00-6:30 English: IEP Basics, Zoom, Presenters: Alpha Family Empowerment Center in partnership with SBCSELPA.

October 9, 1:30-3:30: De-Escalation Skills for Students, In person for Adelante Charter, Presenter: Rosy Bucio.

October 9, 4:00-7:00: Bridge Authorization, ECSE, In person, SESS SBCEO North, Presenter: Jennifer Connolly.

October 10, 8:30-12:00: Nonviolent Crisis Prevention Intervention (NCPI) Safety Interventions, In person SMJUHSD, Presenters: Natalie Facio Leon and Jennifer Connolly.

October 10, 4:00-7:00: Bridge Authorization, MMSN, In person, SMB Souza Center, Presenters: Ray Avila and Jennifer Connolly.

October 15: 1:00-3:00: Supporting Mental Health for Staff, In person for Blochman, Presenter: Alison Lindsey.

October 15: 3:30-5:00: Dyslexia and the Brain, Zoom, Presenter: Jennifer Connolly.

October 16: 12:00-1:00: Augmentative Alternative Communication (AAC), Zoom, Presenter: Lisa Foote.

October 17: 8:30-3:00: Nonviolent Crisis Prevention Intervention (NCPI) Refresher, In person, SBCSELPA, Presenters: Natalie Facio Leon and Chris Osborne.

October 17, 3:00-3:30: Adapted P.E. Network, Zoom, Presenter: Jennifer Connolly.

October 18, 8:30-12:00: Special Education Administrators and Chief Business Officers Meeting (SEAM/BO), Zoom.

October 21, 8:30-9:30: Special Education Leadership Meeting, Zoom, Presenter: Jennifer Connolly.

October 21, 10:00-11:00: New Leaders Network, Zoom Topic: Special Education Fiscal, Presenter: Rachel Wigle.

October 21, 3:30-4:30: SIRAS Office Hours, Zoom, Presenter: Jennifer Connolly.

October 22, 3:30-5:00: Introduction to Assessment Screening for Dyslexia part 1 and 2, Zoom, Presenter: Jennifer Connolly.

October 23, 9:30-11:00 Spanish, 5:00-6:30 English: Parental Rights and Safeguards, Zoom, Presenters: Alpha Family Empowerment Center in partnership with SBCSELPA.

October 23, 4:00-7:00: Postsecondary Transition Fair, In Person, Pioneer Valley HS, Contact: Jennifer Connolly.

October 24, 8:30-3:00: Nonviolent Crisis Prevention Intervention (NCPI) Initial, In person SBCSELPA, Presenters: Jermaine Powell and Rosy Bucio.

October 29, 2:30-4:00: Using Assessment to Guide Instruction, Supports, Services, and Family Considerations, Part 3-5, Zoom, Presenter: Jennifer Connolly.

October 29, 4:00-7:00: Postsecondary Transition Fair, In Person, San Marcos HS, Contact: Jennifer Connolly.

October 30, 12:00-3:00: Augmentative Alternative Communication (AAC), Zoom, Presenter: Lisa Foote.

October 30, 2:00-4:00: Patterns of Strengths and Weaknesses (PSW) Coaching, Zoom, Presenter: Jenny Ponzuric.

RA/lm/jc

**2024-2025 LEA/District Cost Associated with Due Process
SBCSELPA Account Balances**

		24-25	<u>Expended</u> <u>to Date</u>	
		Allocation	2024-25	Balance
Adelante	288.05	\$ 1,400	\$ -	\$ 1,400.00
Blochman	187.30	\$ 910	\$ -	\$ 910.00
Carpinteria	1,938.61	\$ 9,423	\$ -	\$ 9,423.00
Family Partnership	406.19	\$ 1,974	\$ -	\$ 1,974.00
Goleta	3,231.47	\$ 15,706	\$ -	\$ 15,706.00
Guadalupe	1,240.28	\$ 6,028	\$ -	\$ 6,028.00
Hope	832.61	\$ 4,047	\$ -	\$ 4,047.00
Lompoc	8,255.07	\$ 40,123	\$ -	\$ 40,123.00
Manzanita	437.87	\$ 2,128	\$ -	\$ 2,128.00
Orcutt	4,522.06	\$ 21,979	\$ -	\$ 21,979.00
Santa Barbara Unified	12,158.94	\$ 59,098	\$ -	\$ 59,098.00
Santa Barbara Charter	274.03	\$ 1,332	\$ -	\$ 1,332.00
Santa Maria Joint Union High	8,553.29	\$ 41,573	\$ -	\$ 41,573.00
Santa Maria-Bonita	16,100.79	\$ 78,258	\$ 29,750.00	\$ 48,508.00
Santa Ynez Consortium	2,586.54	\$ 12,572	\$ -	\$ 12,572.00
SBCEO Direct Services	709.67	\$ 3,449	\$ -	\$ 3,449.00
TOTAL	61,722.77	\$ 300,000	\$ 29,750.00	\$ 270,250.00

2024-25 Year-to-Date Nonpublic School Placement Costs

REF: VIII-I

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	\$ 45,550	\$ 13,800	\$ 80,570	\$ 94,370	\$ 13,800	\$ 80,570	
Lompoc Unified	1	1	\$ 56,526	\$ 49,831	\$ 293,404	\$ 343,236	\$ 49,831	\$ 293,404	
Santa Maria Joint	2	3	\$ 60,911	\$ 349,781	\$ 388,259	\$ 738,040	\$ 349,781	\$ 388,259	
Santa Barbara Unified	3	3	\$ 173,540	\$ 413,560	\$ 619,750	\$ 1,033,310	\$ 413,560	\$ 619,750	
Santa Ynez Valley Consortium	1	1	\$ 58,765	\$ 235,334	\$ 151,498	\$ 386,832	\$ 235,334	\$ 151,498	
SBCSELPA - Combined Site Visits			\$ -	\$ -	\$ 19,000	\$ 19,000	\$ -	\$ 19,000	
TOTAL	8	9	\$ 395,292	\$ 1,062,306	\$ 1,552,482	\$ 2,614,787	\$ -	\$ 1,062,306	

2023-24 Mental Health NPS Placement Budget	\$ 1,650,000
Mental Health NPS Placement Expenses to SELPA (Estimated)	\$ 1,552,482
Mental Health NPS Balance Available (Estimated)	\$ 97,518

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.

CLOSED SESSION

REF: XI-A

Confidential Nonpublic School (NPS)
Student Updates

SBCSELPA JPA Board Meeting
October 7, 2024

CLOSED SESSION

REF: XI-B

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

Agency Designated Representative:

Ray Avila

SBCSELPA Unrepresented Employees:

Classified & Certificated Staff

SBCSELPA JPA Board Meeting

October 7, 2024