

West End Special Education Local Plan Area
8265 Aspen Ave., Ste. 200
Rancho Cucamonga, CA 91730

SUPERINTENDENTS' COUNCIL
AGENDA

Notice: This meeting will be held IN-PERSON only. If you wish to participate in the meeting and/or make a public comment, please submit them to Natalie, in-person prior to the start of the meeting.

Individuals requiring special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact Natalie Vivar at (909) 476-6131, at least two days before the meeting date.

September 22, 2023

9:30 a.m.

OPENING

A. Administrative Items

- 1. Acceptance of Agenda for September 22, 2023 \*Myrlene Pierre
Motion Second Vote
2. Meeting Minutes of May 19, 2023 \*Myrlene Pierre
Motion Second Vote
3. SELPA Administrator's Report \*Ricky Alyassi
4. Council Member Reports -Myrlene Pierre

PUBLIC COMMENT

B. Public Comment

The West End SELPA, Superintendents' Council, welcomes comments from visitors. Should anyone wish to make comments, he/she may voluntarily complete a public comment form located at the table in the back of the room. The Public Comment forms must be submitted prior to the beginning of the meeting. The forms will be collected by the recording secretary and given to the meeting facilitator. The Public Comment period is the opportunity for the public to address the members on (1) non-agenda items within the jurisdiction of the members, and (2) items listed on the agenda. All public comments will be allowed (3) three minutes per item, if a member of the public desires to be heard on more than (3) three items appearing on the agenda, he/she will be allowed up to a total of (9) nine minutes to address all items non-agenda and agendized. Each agenda item will have a total of 20 minutes for public comment on one agenda item.

There will not be a separate opportunity to comment at the time each agenda item is addressed by the Council unless the item specifically involves an agendized public hearing. All public comments will be heard during the agendized public comment section B.

## SUPERINTENDENTS' DISCUSSION ITEMS

### C. Discussion Items

- |  |                   |
|--|-------------------|
| 1. Fiscal Notifications  | * Tim Chatkoo     |
| a. AB602 Funding Models Certified June 2023  |                   |
| 1. 2020-21 Annual R-3  |                   |
| 2. 2021-22 Annual R-1  |                   |
| 3. 2022-23 P-2   |                   |
| b. 2022-23 Final SBCSS Preschool Facility Cost Adjustment  |                   |
| c. 2022-23 Final SBCSS LCFF Revenue Transfer   |                   |
| d. 2022-23 SBCSS FFS Year-End Update and Return  |                   |
| e. 2022-23 SELPA Administrative Budget Year-End Update   |                   |
| f. 2022-23 Joint Risk Fund Return  |                   |
| g. 2022-23 Low Incidence Year-End Update   |                   |
| h. 2022-23 4 <sup>th</sup> Quarter-Final Joint Risk Fund Reimbursement                               |                   |
| i. 2022-23 Mental Health Year-End Update   |                   |
| j. 2023-24 Low Incidence Preliminary Projection  |                   |
| k. 2023-24 Projected AB602 Funding Model   |                   |
| 1. 2023-24 Projected Mental Health Model   |                   |
| 2. In-House Counsel Quarterly Report   | * Lisa Dennis     |
| 3. Independent Educational Evaluation Criteria - 1 <sup>st</sup> Reading                             | * Anthony Farenga |
| 4. Parent Project Training   | * Ricky Alyassi   |
| 5. Local Plan Committee Update   | - Ricky Alyassi   |
| 6. Policy and Procedural Manual Committee  | - Ricky Alyassi   |
| 7. District CAC Appointments: Alta Loma, Central, Cucamonga,<br>Mtn. View, and Mt. Baldy (even year) | * Ricky Alyassi   |
| 8. Program Transfer Notification Timelines   | * Ricky Alyassi   |

## BUSINESS CONSENT ITEMS

### D. Business Consent Items

- |  |                  |
|--|------------------|
| 1. 2022-23 Final LCFF Revenue Transfer | * Myrlene Pierre |
| 2. Consent Agenda OAH #2023040128      |                  |
| 3. Consent Agenda ADR #1               |                  |
| 4. Consent Agenda OAH #2023060183      |                  |
| 5. Consent Agenda ADR #2               |                  |
| 6. Consent Agenda ADR #3               |                  |
| 7. Consent Agenda OAH #2023040568      |                  |
| 8. Consent Agenda OAH #2023030670      |                  |
| 9. Consent Agenda OAH #2023020582      |                  |
| 10. Consent Agenda OAH #2023030240     |                  |
| 11. Consent Agenda OAH #2023040956     |                  |
| 12. Consent Agenda OAH #2023020450     |                  |
| 13. Consent Agenda OAH #2023050951     |                  |
| 14. Consent Agenda OAH #2023040273     |                  |
| 15. Consent Agenda OAH #2023061061     |                  |
| 16. Consent Agenda OAH #2021120672     |                  |
| 17. Consent Agenda OAH #2023030111     |                  |
| 18. Consent Agenda OAH #2023060649     |                  |
| 19. Consent Agenda OAH #2023030530     |                  |

- 20. Consent Agenda OAH #2023040681
- 21. Consent Agenda OAH #2023030118
- 22. Consent Agenda OAH #2023030530
- 23. Consent Agenda OAH #2023080031
- 24. Consent Agenda ADR #4
- 25. Consent Agenda ADR #5
- 26. 2022-23 Joint Risk Fund Return

**BUSINESS ACTION ITEMS**

**E. Business Action Items**

- |   |        |      |  |                 |
|---|--------|------|--|-----------------|
| 1. Fiscal Allocation Plan – September 2023                          |        |      |  | * Tim Chatkoo   |
| Motion  | Second | Vote |  |                 |
|   |        |      |  |                 |
| 2. 2023-24 Legal Services of Fagen, Friedman, & Fulfrost            |        |      |  | * Ricky Alyassi |
| Motion  | Second | Vote |  |                 |
|   |        |      |  |                 |
| 3. 2023-24 Legal Services of Atkinson, Andelson, Loya, Rudd, & Romo |        |      |  | * Ricky Alyassi |
| Motion  | Second | Vote |  |                 |
|   |        |      |  |                 |
| 4. 2023-24 Legal Services of Lozano Smith                           |        |      |  | * Ricky Alyassi |
| Motion  | Second | Vote |  |                 |
|   |        |      |  |                 |
| 5. Memorandum of Understanding – East San Gabriel Valley SELPA      |        |      |  | * Ricky Alyassi |
| Motion  | Second | Vote |  |                 |

**CLOSING**

- |                               |  |  |  |                  |
|-------------------------------|--|--|--|------------------|
| <b>F. Future Agenda Items</b> |  |  |  | - Myrlene Pierre |
| <b>G. Adjournment</b>         |  |  |  | - Myrlene Pierre |

Motion	Second	Vote
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**The meeting location for the Superintendents’ Council will be held at 8265 Aspen Ave., Rancho Cucamonga, CA 91730.** Agenda packets are available on the WESELPA website [weselpa.sbcss.k12.ca.us](http://weselpa.sbcss.k12.ca.us) or you may request an agenda packet by calling (909) 476-6131, 72 hours before the scheduled meeting. A fee of ten cents (.10) per page will be charged for copied agenda packet.

**\* Handout Included      \*\* Handout to be distributed at the meeting      - No Handout**

West End SELPA  
**Superintendents' Council**  
 Meeting Minutes  
 May 19, 2023

<u>District</u>	<u>Present</u>	<u>Absent</u>
<b>Alta Loma</b>	Sherry Smith	
<b>Central</b>	Amy Nguyen-Hernandez	
<b>Chaffey Joint Union</b>	Mathew Holton	
<b>Chino Valley Unified</b>	Norm Enfield	
<b>Cucamonga</b>	Michael Chaix	
<b>Etiwanda</b>	Charlayne Sprague	
<b>Mountain View</b>	Douglass Moss	
<b>Mt. Baldy</b>	Kate Huffman	
<b>Upland Unified</b>	Pamela Salgado	
<b>SBCSS</b>	Myrlene Pierre	
<b>WESELPA</b>	Ricky Alyassi, Natalie Vivar, Tim Chatkoo,	

**INTRODUCTIONS**

**CALLED TO ORDER:**

Chairperson Myrlene Pierre called the meeting to order at 9:02 a.m.

**A. ADMINISTRATIVE ITEMS**

**1. Acceptance of Agenda for May 19, 2023**

Motion made by Mathew Holton to accept the Superintendents' Council meeting agenda as presented for May 19, 2023, seconded by Sherry Smith, motion carried on an 8-0-0-1 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 1

The agenda for May 19, 2023 was accepted as presented. No questions or comments were provided by council members.

**2. Meeting Minutes April 21, 2023**

Motion made by Douglass Moss to accept April 21, 2023 meeting minutes as presented, seconded by Amy Nguyen-Hernandez, motion carried on an 8-0-0-1 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Kate Moss

**Nays:** 0

**Abstain:** 0

**Absent:** 1

The meeting minutes for April 21, 2023 were accepted as presented. No questions or comments were provided by council members.

3. SELPA Administrator's Report

SELPA Administrator discussed and shared a video of recent site visits to various inclusion programs, including the Alta Loma Champs Program, Mtn. View School District, Grace Yokley Middle School, and Upland Unified, Citrus Elementary; The SELPA Administrator shared a copy of the Family Engagement flyer containing information and resources offered by the West End SELPA. Our West End SELPA team members: Program Manager, Coordinator, ADR, and Program Specialist, were invited by the Fontana Police Department to participate in their community outreach event where families had the opportunity to ask questions and receive informational resources. SELPA Administrator reviewed the ADR/In-house Counsel annual report which included a comparison of the 2020/21, 2021/22, and 2022/23 number of family participants in family engagement, the percentage save rate by the West End SELPA Parent Outreach Representative, the number of due process filings (parent and district filed) from 2017/18 through 2022/23 school years, and the reduction in legal costs for the 2021/22 and 2022/23 school years. Additionally, the administrator shared the positive experience at Legislative Sharing Day. This included engaging in discussions with state senators, assembly members, and staff. Lastly, the SELPA Administrator talked about the 2022/23 CAC Annual Art & Writing Showcase. The showcase featured a student testimonial provided by the SBCSS Communications Department, showcasing over 177 art submissions, and having over 300 attendees. No questions or comments were provided by council members.

4. Council Member Reports

None

5. Parent Project Certificates

SELPA Administrator provided a brief description of the Parent Project series and presented certificates for the parents who completed the Spring 2023 series. No questions or comments were provided by council members.

**B. Public Hearing: Annual Budget and Service Plans**

1. Open Public Hearing

The public hearing meeting opened at 9:42 a.m.

2. Review Annual Budget and Annual Service Plan

Fiscal Consultant, West End SELPA provided a thorough overview of the Annual Budget Plan. SELPA Administrator provided a thorough overview of the Annual Service Plan. No questions or comments were provided by council members.

3. Public Comment: Annual Budget and Service Plan

Rita Loof submitted two public comments. 1. Agenda Item B-2a - Annual Budget Plan – Ms. Loof addressed concerns regarding WESELPA high-cost expenditures, the number of cases in federal court, and litigation costs. She acknowledged the cost savings from In-House Counsel and addressed cost savings should be allocated to student services. Agenda Item B2b, Annual Service Plan - addressed concerns regarding service code 725 not offered at the site level.

Martina Ortega submitted two public comments. 1. Agenda Item B-2a - Annual Budget Plan addressed concerns regarding litigation costs and accountability with budgets. 2. Agenda item B-2b- Annual Service Plan addressed concerns regarding reading services not readily available at the site level.

Public comment for Annual Budget and Annual Service Plans concluded.

4. Close of Public Hearing

The public hearing concluded at 10:00 a.m.

5. Acceptance of Annual Budget and Annual Service Plan

Motion made by Charlayne Sprague to accept the Annual Budget and Annual Service Plan, seconded by Douglass Moss, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The Annual Budget and Annual Service Plans were accepted as presented. No questions or comments were provided by council members.

**C. PUBLIC COMMENTS**

Rita Loof submitted three public comments for Agenda Items E-1- 2023-24 Coalition for Adequate Funding for Special Membership, E-3 – 2023-24 Legal Services of Fagen, Friedman & Frost, and E-8 - 2022-23 Final 50% Joint Risk Fund Contribution Transfer. Ms. Loof requested superintendents reconsider and not approve items E-3 through E-5. She addressed concerns regarding legal service costs and contract language. Ms. Loof requested superintendents reconsider and not approve items E-1 and E-2, she shared concerns regarding the organization’s intentions to go against districts. Comment concluded.

Martina Ortega submitted three public comments. 1. Agenda Item C – General public comment on the following: the co-teaching model offered by Upland; addressed concerns regarding the Annual Art & Writing Showcase student testimonial involving parent outreach representative; addressed concerns regarding parent outreach representative attending Legislative Sharing Day; addressed concerns regarding the West End SELPA’s We Care, We Educate, WESELPA slogan. 2. Agenda Item E – addressed concerns regarding legal contract language, requested superintendents reconsider not and not approve legal contract items E-3 through E-5. 3. Agenda Item F - Future agenda items – addressed the reduction of due process. Time concluded.

Public comments concluded.

**D. DISCUSSION ITEMS**

1. Fiscal Notifications

Fiscal Consultant presented fiscal notifications as follows: a. 2022-23 Low Incidence Update, b. 2022-23 Final 50% Joint Risk Fund Contribution Transfer, c. 2022-23 3<sup>rd</sup> Quarter Joint Risk Fund Reimbursement Transfer, d. 2022-23 Final 50% Web-based IEP (SEIS)

Contribution Transfer, and e. 2022-23 Projected State Special Schools Adjustment Reimbursement. No questions or comments were provided by council members.

2. Community Advisory Committee Annual Report  
SELPA Administrator presented the Community Advisory Committee Annual Report. No questions or comments were provided by council members.
3. District CAC Appointments: Chaffey, Chino Valley, Etiwanda, Upland (odd year)  
SELPA Administrator, West End SELPA, presented the District CAC Appointments: Chaffey, Chino Valley, Etiwanda, Upland (odd year) shall appoint CAC rep. No questions or comments were provided by council members.
4. Option to Amend AB602 Funding Model  
SELPA Administrator and Fiscal Consultant presented the Option to Amend AB602 Funding Model. No questions or comments were provided by council members.
5. Option to Amend Mental Health Funding Model  
SELPA Administrator presented a thorough overview of the Option to Amend Mental Health Funding Model. No questions or comments were provided by council members.
6. In-House Counsel Annual Report  
In-House Counsel, West End SELPA, provided a thorough overview of the In-House Counsel Annual Report which included the year-to-date breakdown of district utilization and legal services from July 2022 through May 2023. No questions or comments were provided by council members.

#### **E. Business Consent Items**

1. Business Consent Items E-1 through E-10  
Motion made by Mathew Holton to accept amended business consent items E-1, E-2, E-6, E-7, E-8, E-9, and E-10, seconded by Douglass Moss, motion carried on an 8-1-0-0 vote.  
**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman  
**Nays:** 1  
**Abstain:** 0  
**Absent:** 0  
Business consent items E1-E-10 were approved except for items E-3, E-4, and E-5. Chaffey Superintendent requested consent items E-3, E-4, and E-5 to be removed and reviewed by Superintendents at the September 2023 meeting. Correction to Central School District's address on Memorandum of Understanding – Ontario-Montclair SD. No additional questions or comments were provided by council members.

#### **F. Business Action Items**

1. Option to Amend AB602 Funding Model  
Motion made by Amy Nguyen-Hernandez to accept Option to Amend AB602 Funding Model as presented, seconded by Charlayne Sprague, motion carried on a 9-0-0-0 vote.  
**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The Option to Amend AB602 was accepted as presented. No questions or comments were provided by council members.

2. Option to Amend Mental Health Funding Model

Motion made by Mathew Holton to accept Option to Amend Mental Health Funding Model as presented, seconded by Sherry Smith, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The Option to Amend AB602 was accepted as presented. No questions or comments were provided by council members.

3. 2023-24 Joint Risk Fund (JRF) Contribution Rate

Motion made by Douglass Moss to accept 2023-24 Joint Risk Fund (JRF) Contribution Rate as presented, seconded by Michael Chaix, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The 2023-24 Joint Risk Fund (JRF) Contribution Rate was accepted as presented. No questions or comments were provided by council members.

4. 2023-24 WESELPA Priorities

Motion made by Sherry Smith to accept 2023-24 WESELPA Priorities as presented, seconded by Michael Chaix, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The 2023-24 WESELPA Priorities were accepted as presented. No questions or comments were provided by council members.

5. 2023-24 Superintendents' Council Meeting Schedule

Motion made by Douglass Moss to accept 2023-24 Superintendents' Council Meeting Schedule as presented, seconded by Michael Chaix, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

The 2023-24 Superintendents' Council meeting scheduled was accepted as presented. No questions or comments were provided by council members.

**G. Future Agenda Items**

None.

**H. Adjournment**

Motion made by Sherry Smith to adjourn the May 19, 2023 meeting, seconded by Charlayne Sprague, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Michael Chaix, Charlayne Sprague, Douglass Moss, Pamela Salgado, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 0

No questions or comments were provided by council members.

Meeting adjourned at 11:46 a.m.



2023-2024

# BACK-TO-SCHOOL PD



## PROFESSIONAL DEVELOPMENT

To support our our school communities, West End SELPA has worked diligently to provide professional development trainings to our member districts. So far, WESELPA has provided 18 trainings, 14 of which were personalized to meet district's back-to-school needs.

WESELPA provided training to an astounding **240** participants!

### Topics included:

- Manifestation Determination
- IEP Compliance
- CPI
- Building Positive Collaboration
- SEIS
- Open Access Region 10 Tier 1: AAC Foundations
- CIM
- Transitions (for families)
- Understanding Behavior
- And more!



## WESELPA Fiscal Transfer/Update Notification September 2023

### Background:

As approved by Superintendents' Council on November 14, 2008, the following fiscal items are presented as a notification:

a. AB602 Funding Models Certified June 2023 – summarized below:

1. 2020/21 Annual R-3 – The 2020/21 Annual R-3 AB602 allocation was certified in the amount of \$56,972,162. This represents no change when compared to the Annual R-2 allocation.
2. 2021/22 Annual R-1 – The 2021/22 Annual R-1 AB602 allocation was certified in the amount of \$65,404,533. This represents an increase of \$24,428 when compared to the AB602 Annual allocation. The increase comes from changes to the Out-of-Home Care counts.
3. 2022/23 P-2 – The 2022/23 P-2 AB602 allocation was certified in the amount of \$74,564,883. This represents a net decrease of \$306,011 when compared to the April 2023 projection. The variance comes from changes to the funded ADA, property tax deduct, Low Incidence counts and rates, and Out-of-Home Care counts.

b. 22/23 Final SBCSS Preschool Facility Cost Adjustment – The 22/23 Final SBCSS Preschool Facility Cost adjustment transfer will be transferred from West End Student Services to West End Districts. The transfer is summarized below:

	<i>Col A</i>	<i>Col B</i>	<i>Col C</i>	<i>Col D</i>
<b>District</b>	<b>Pupil Count</b>	<b>Actuals</b>	<b>Previously Transferred</b>	<b>22/23 Final Preschool Facilities Cost Adj Col B - Col C</b>
Alta Loma	29	22,558.75	23,739.00	(1,180.25)
Central	81	64,586.70	67,766.00	(3,179.29)
Chino	77	83,982.38	85,415.00	(1,432.61)
Cucamonga	34	27,196.21	28,522.00	(1,325.79)
Etiwanda	7	6,311.36	6,522.00	(210.64)
Mountain View	40	43,265.84	44,053.00	(787.16)
Upland	30	23,977.92	25,143.00	(1,165.08)
<b>TOTALS</b>	<b>298</b>	<b>271,879.17</b>	<b>281,160.00</b>	<b>(9,280.81)</b>

- c. 22/23 Final 50% SBCSS LCFF Revenue Transfer – The 22/23 Final 50% SBCSS LCFF Revenue Transfer between West End Districts and West End Student Services is outlined below:

District	Based on P-2/Annual	First 50% Transfer	Final 50% Transfer
Alta Loma	197,198.83	97,866.25	99,332.58
Central	638,063.13	317,996.70	320,066.43
Chaffey	1,560,863.42	806,091.53	754,771.89
Chino	727,799.22	359,295.01	368,504.21
Cucamonga	242,824.74	116,626.39	126,198.35
Etiwanda	157,252.32	79,864.03	77,388.29
Mtn. View	415,981.90	200,712.28	215,269.62
Ontario-Montclair	69,178.66	32,805.09	36,373.57
Upland	337,483.82	164,765.04	172,718.78
<b>Total</b>	<b>4,346,646.03</b>	<b>2,176,022.00</b>	<b>2,170,623.71</b>

- d. 22/23 SBCSS Fee-for-Service Year-End Update & Return - The 22/23 SBCSS Fee-for-Service year-end summary includes a revenue total of \$38,024,538 and an expenditure total of \$37,019,542 leaving a total return of \$1,004,996. District specific amounts are outlined below:

District	Total Return
	\$ 1,004,996.02
Alta Loma	\$ 88,179.13
Central	\$ 104,558.34
Chaffey	\$ 494,387.20
Chino Valley	\$ 144,609.10
Cucamonga	\$ 18,571.61
Etiwanda	\$ (9,741.49)
Mountain View	\$ 67,838.83
Mt. Baldy*	\$ -
Ontario/Montclair	\$ 45,935.47
Upland	\$ 50,657.82
<b>Total</b>	<b>\$ 1,004,996.02</b>

- e. 22/23 SELPA Administrative Budgets Year-End Update – The 22/23 Final SELPA Administrative budget revenues, expenditures and ending balances prior to returns are noted below:

	<i>Col A</i>	<i>Col B</i>	<i>Col C</i>	<i>Col D</i>
	<b>BEGINNING BALANCE</b>	<b>REVENUE</b>	<b>EXPENSE</b>	<b>ENDING BALANCE</b>
0282 JOINT RISK FUND	1,214,000	13,050,457	12,894,544	1,369,913
0284 PRGM SPCLSTS/REG SRVCS	152,386	1,627,319	1,617,323	162,382
0463 PERSONNEL DEVELOPMENT	4,898	11,372	16,270	-

- f. 22/23 Joint Risk Fund Return – The 22/23 Joint Risk Fund Return of \$969,912.61 will be transferred from the West End SELPA to member LEAs. LEA specific amounts are outlined below:

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>2022/23</b>	<b>Return from RSPS (Distributed by % ADA)</b>	<b>Return from JRF (Distributed by % Under Usage)</b>	<b>Total Return (Column A + B)</b>
Alta Loma	16,632.24	75,926.18	92,558.42
Central	12,685.75	59,256.96	71,942.71
Chaffey	67,762.66	65,609.46	133,372.12
Chino	76,583.07	270,632.19	347,215.26
Cucamonga	6,898.99	29,594.03	36,493.02
Etiwanda	40,440.20	129,805.63	170,245.83
Mountain View	8,977.97	34,812.51	43,790.48
Mt. Baldy	281.59	625.41	907.00
Upland	29,860.35	30,015.75	59,876.10
WE Student Srvc	1,479.23	12,032.45	13,511.68
<b>TOTAL</b>	<b>261,602.04</b>	<b>708,310.57</b>	<b>969,912.61</b>

g. 22/23 Low Incidence Year-End Update - The 22/23 Low Incidence expenditure totals are summarized below:

	Col A	Col B	Col C	Col D	Col E	Col F
DISTRICT	PY LOW	PUPIL	TOTAL	LOW INCIDENCE	LOW INCIDENCE	LOW INCIDENCE
	INCIDENCE	COUNT	ALLOCATION	EXPENDITURES/	OFFSET	BALANCE
	PUPIL COUNT	RATIO		INTENTS		Col C - Col D - Col E
<b>ALTA LOMA</b>	36	6.79%	<b>116,422.18</b>	28,901.46	87,521.00	(0.28)
<b>CENTRAL</b>	24	4.53%	<b>77,614.79</b>	45,557.35	32,057.00	0.44
<b>CHAFFEY</b>	174	32.83%	<b>562,707.19</b>	26,005.64	536,702.00	(0.45)
<b>CHINO VALLEY</b>	131	24.72%	<b>423,647.37</b>	100,660.46	322,987.00	(0.09)
<b>CUCAMONGA</b>	19	3.58%	<b>61,445.04</b>	23,345.92	38,099.00	0.12
<b>ETIWANDA</b>	59	11.13%	<b>190,803.01</b>	49,184.38	141,619.00	(0.37)
<b>MOUNTAIN VIEW</b>	20	3.77%	<b>64,678.99</b>	20,072.25	44,607.00	(0.26)
<b>MT. BALDY</b>	-	0.00%	<b>0.00</b>	0.00	0.00	0.00
<b>UPLAND UNIFIED</b>	67	12.64%	<b>216,674.61</b>	6,751.74	177,554.00	32,368.87
PACIFIC HEARING EXPENSE			138,409.35	138,409.35	0.00	0.00
INDIRECT COST			2,237.50	2,237.50	0.00	0.00
ROUNDING/PY FALLOUT						(6.24)
<b>TOTAL</b>	<b>530</b>	<b>100.00%</b>	<b>1,854,640.03</b>	<b>441,126.05</b>	<b>1,381,146.00</b>	<b>32,361.74</b>

h. 22/23 4th Quarter Final Joint Risk Fund Reimbursement – The 22/23 4th Quarter Final Joint Risk Fund reimbursement transfer will be transferred from West End Districts to the Joint Risk Fund (MG 0282). The transfer is summarized below:

	4th Qtr
WE Student Services	0.00
Alta Loma	152,031.66
Central	101,645.96
Chaffey	1,308,548.87
Chino	511,618.32
Cucamonga	48,792.21
Etiwanda	260,467.12
Mountain View	28,814.59
Mount Baldy	0.00
Upland	443,942.80
	<b>2,855,861.54</b>

- i. 22/23 Mental Health Year-End Update - After accounting for “Off-the-top” expenses, charging districts for their counseling FFS, and adjusting for Small School Protection, \$4,096,093.42 was passed on to the West End districts as outlined below:

District	22-23 Mental Health
County Operations	145,158.42
Alta Loma	252,402.00
Central	188,614.00
Chaffey	1,004,922.00
Chino	1,179,018.00
Cucamonga	100,014.00
Etiwanda	629,150.00
Mountain View	138,563.00
Mt. Baldy	4,746.00
Upland	453,506.00
<b>TOTALS</b>	<b>4,096,093.42</b>

- j. 23/24 Low Incidence Preliminary Projection - The 23/24 Low Incidence preliminary projection is summarized below:

DISTRICT	TOTAL ALLOCATION
<b>ALTA LOMA</b>	<b>86,239.93</b>
<b>CENTRAL</b>	<b>64,679.95</b>
<b>CHAFFEY</b>	<b>505,119.58</b>
<b>CHINO VALLEY</b>	<b>397,319.67</b>
<b>CUCAMONGA</b>	<b>33,879.97</b>
<b>ETIWANDA</b>	<b>200,199.83</b>
<b>MOUNTAIN VIEW</b>	<b>73,919.94</b>
<b>MT. BALDY</b>	<b>0.00</b>
<b>UPLAND UNIFIED</b>	<b>160,159.87</b>
PACIFIC HEARING	158,718.00
INDIRECT COST	2,125.00
<b>TOTAL</b>	<b>1,682,361.74</b>

- k. 23/24 Projected AB602 Distribution Model – The 23/24 #2 Projected AB602 Funding Model has been distributed to West End Districts. The SELPA-wide apportionment is projected to be \$74,808,309 with district specific estimates listed below:

District	2023/24 #2 Projected AB602
West End Student Services	29,334,267
Alta Loma	2,906,904
Central	(1,084,951)
Chaffey	9,504,371
Chino Valley	14,958,074
Cucamonga	(11,775)
Etiwanda	10,956,123
Mountain View	(489,499)
Mt. Baldy	271,921
Upland	6,264,985
SELPA	2,197,888
<b>TOTAL</b>	<b>74,808,309</b>

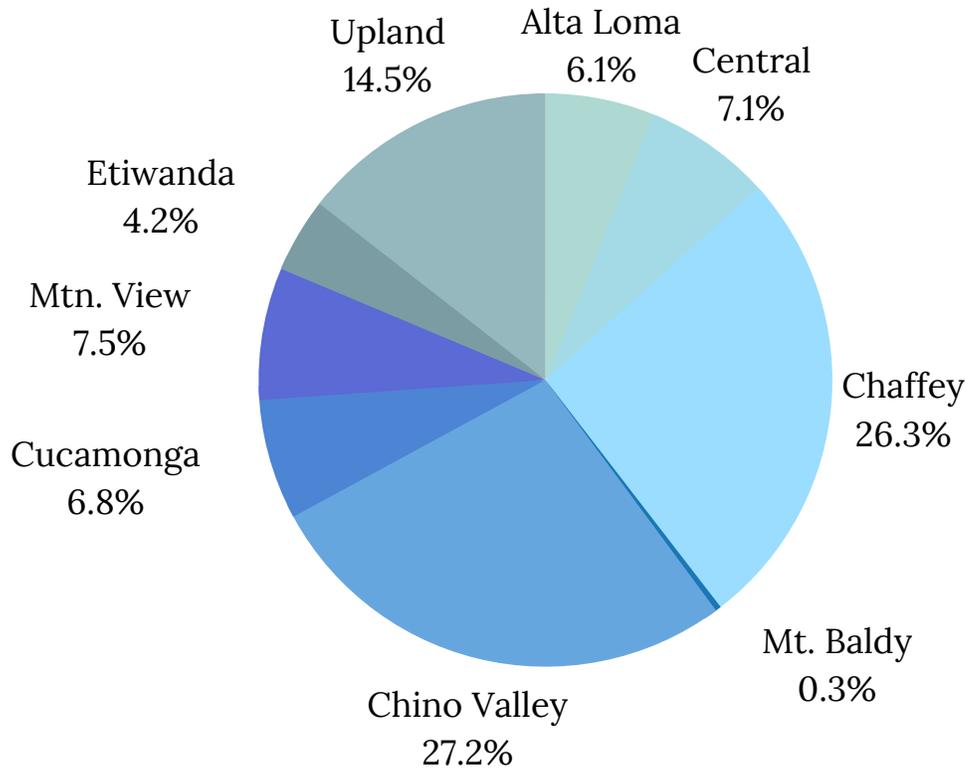
- l. 23/24 Projected Mental Health Funding Model – The 23/24 Projected Mental Health Funding Model has been distributed to West End Districts. District per ADA contributions to West End SELPA are projected to be \$3,507,170 with district specific estimates listed below:

Description	Projected MH Contributions
County Operations	\$ 20,444.00
Alta Loma	222,606.00
Central	170,633.00
Chaffey	901,210.00
Chino	1,025,722.00
Cucamonga	91,549.00
Etiwanda	539,037.00
Mountain View	129,422.00
Mt. Baldy	3,247.00
Upland	403,300.00
	<b>\$ 3,507,170.00</b>



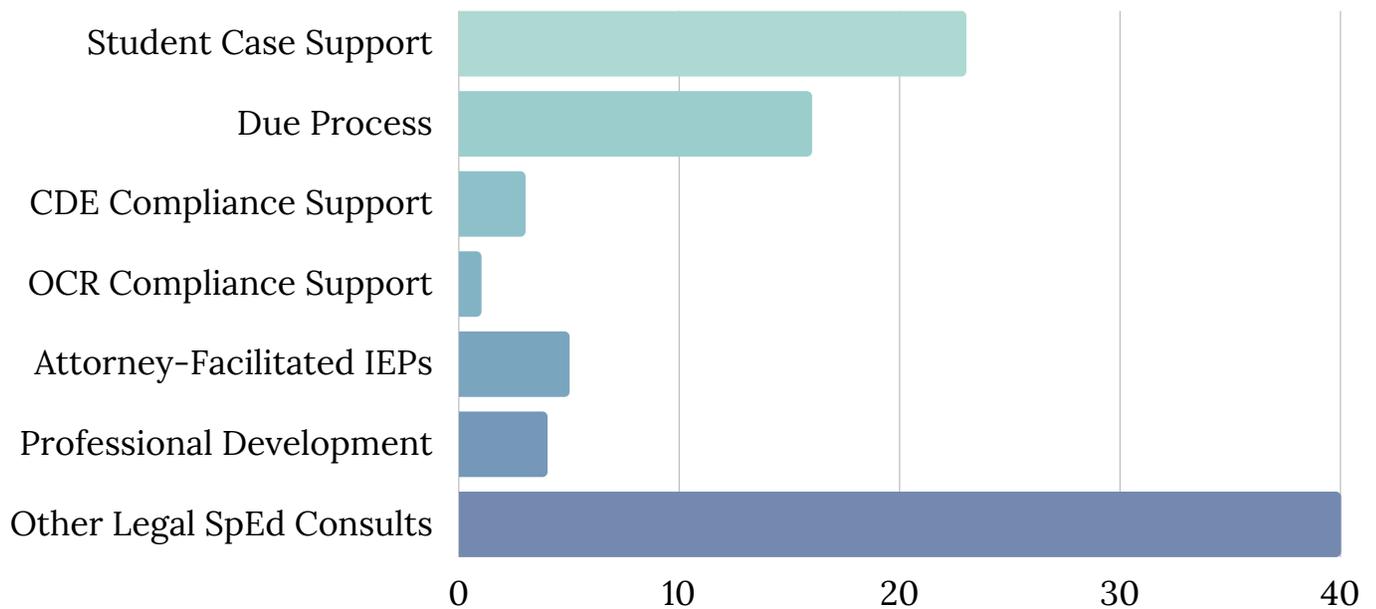
## DISTRICT UTILIZATION

In-House Counsel utilization breakdown for Q1



## LEGAL SERVICES

In-House Counsel legal services breakdown for Q1



**WEST END SPECIAL EDUCATION LOCAL PLAN AREA****AR 6159.8**

CLASSIFICATION: Instruction

**Adopted: 01/21/2022****Revised: 08/01/2023****Selpa Adv: 09/11/2023****First Reading: 09/22/2023****Second Reading:****Adopted:****SUBJECT: INDEPENDENT EDUCATIONAL EVALUATION –  
CRITERIA**LOCATION LIMITATIONS FOR EVALUATORS

Independent Educational Evaluators must be located within 50 miles of the West End SELPA office located at 8265 Aspen Ave., Rancho Cucamonga, CA 91730. Independent Evaluators outside this area will be approved only on an exceptional basis, providing the parents can demonstrate in writing the necessity of using personnel outside the specified area. The parents should submit this in writing to the school district's Director of Special Education. If it is determined that exceptional circumstances do not exist, the district may file for a due process hearing to demonstrate the parents' selected evaluator does not meet the SELPA criteria.

COST LIMITATIONS FOR EVALUATIONS

The cost of independent educational evaluations shall be subject to the maximum allowable amounts specified in this policy, which shall include observations, administration and scoring of tests, report writing, and attendance (in person or telephonically) at the IEP team meeting to discuss the findings if invited by the school district. Costs above the maximum allowable amounts specified in this policy will not be approved unless the parent can demonstrate in writing that unique circumstances justify going above the pertinent maximum allowable amount. The parents should submit this in writing to the school district's Director of Special Education. If it is determined that exceptional circumstances do not exist, the district may file for a due process hearing to demonstrate the parents' selected evaluator does not meet the SELPA criteria.

As part of the contracted independent educational evaluation, the examiner must provide to the school district protocols of all the assessments conducted and provide a written report to the school district prior to the IEP team meeting. Independent evaluators must release their assessment information, including protocols and results to the district/SELPA prior to receipt of payment for services. The results of the independent evaluation will be considered in any IEP team decision made with respect to the provision of a free appropriate public education with regards to the student with disabilities as required by the IDEA and/or Section 504 of the Rehabilitation Act of 1973. However, the IEP team's obligation to consider the independent educational evaluation does not obligate the team to accept the evaluation and/or any or all of its recommendations.

QUALIFICATIONS FOR EVALUATORS

All independent educational evaluations must be conducted by persons competent to perform the assessment as determined by these criteria, as well as any other criteria, the school district uses when it conducts an assessment to the extent those criteria are consistent with the parent's right to an independent educational evaluation. All independent educational evaluations must be conducted in accordance with all of the requirements and limitations of state and federal law that apply to school district assessments, including but not limited to observing the student in the appropriate setting (E.C. §§ 56327) and conducting evaluations in accordance with Education Code § 56320. Additionally, evaluators must meet the criteria for any school employee who works with children, i.e. TB testing and fingerprinting, as well as any other contract requirements enforced by the district / West End SELPA. Independent evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate in writing the necessity of using an evaluator meeting other qualifications. The parents should submit this in writing to the school district's Director of Special Education. If it is determined that exceptional circumstances do not exist, the

district may file for a due process hearing to demonstrate the parents' selected evaluator does not meet the SELPA criteria.

#### CONFLICT OF INTEREST

If the parents' selected evaluator is later sought to provide services, the District/SELPA reserves the right to refuse to allow the evaluator to provide the recommended services due to a potential conflict of interest. Likewise, the District/SELPA may, in its discretion, refuse to fund services from an individual or agency who has conducted an independent educational evaluation for a particular student.

<b>Type of Assessment</b>	<b>Cost Maximum</b>	<b>Qualifications</b>
Academic Achievement	\$1500	Credentialed Special Education Teacher Credentialed School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Adaptive Behavior	\$1000	Credentialed Special Education Teacher Credentialed School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Assistive Technology/ AAC	\$2500	Credentialed Special Education Teacher Credentialed Speech and Language Pathologist Licensed Speech and Language Pathologist Credentialed Assistive Technology Specialist
Auditory Acuity	\$500	Licensed or Credentialed Audiologist Credentialed Speech and Language Pathologist Licensed Speech and Language Pathologist
CAPD (Central Auditory Processing)	\$2200	Licensed or Credentialed Audiologist
Auditory Perception	\$500	Credentialed Speech and Language Pathologist Licensed Speech and Language Pathologist Credentialed School Psychologist Licensed Educational Psychologist
Cognitive	\$850	Credentialed School Psychologist Licensed Educational Psychologist Licensed Clinical Psychologist
Health	\$300	Licensed Physician Credentialed School Nurse
Neuro-psychological	\$7500	Licensed Educational Psychologist Licensed Marriage and Family Therapist Licensed Clinical Psychologist Licensed Psychiatrist

Adaptive Physical Education (APE)	\$1500	Licensed Physical Therapist Licensed Occupational Therapist Credentialed Adaptive Physical Education Specialist Credentialed Teacher of the Physically Impaired
Occupational Therapy	\$2500	Licensed Physical Therapist Licensed Occupational Therapist Credentialed Adaptive Physical Education Specialist Credentialed Teacher of the Physically Impaired
Physical Therapy	\$1700	Licensed Physical Therapist
Visual Motor Integration	\$350	Credentialed School Psychologist Licensed Educational Psychologist Licensed Occupational Therapist
Visual Acuity / Perception Developmental Vision / Vision Therapy	\$1200	Licensed Ophthalmologist Optometrist
Functional Vision	\$300	Credentialed Teacher of the Visually Impaired
Speech and Language	\$2600	Credentialed Speech and Language Pathologist Licensed Speech and Language Pathologist
Social Emotional/ERMHS	\$3500	Credentialed School Psychologist Licensed Educational Psychologist Licensed Clinical Social Worker Licensed Marriage and Family Therapist Licensed Clinical Psychologist Licensed Psychiatrist
Transition/Vocational	\$2500	Credentialed Special Education Teacher Credentialed School Psychologist
Behavior (FBA)	\$4000	Credentialed School Psychologist with BICM or BCBA Certification Licensed Educational Psychologist with BICM or BCBA Certification
Psychological Education To include, by not limited to: Academic Adaptive Behavior Cognitive Visual Motor Social Emotional	\$6000	Credentialed School Psychologist Licensed Educational Psychologist Licensed Marriage and Family Therapist Licensed Clinical Psychologist Licensed Psychiatrist

Legal References:

20 U.S.C. 1414(a)(1)(A) – Evaluations and re-evaluations  
20 U.S.C. 1415(b)– Right to independent educational evaluation

34 CFR 300.321 – Re-evaluations  
34 CFR 300.502 – Independent Educational Evaluations  
Comments to 34 CFR 300.502 Independent Educational Evaluations  
34 CFR 300.505 – Parent Consent – Evaluation  
34 CFR 300.537 – Re-evaluations

Education Code section 56327 – Assessment Reports  
Education Code 56329 – Independent Educational Assessments  
Education Code 56381 – Re-assessments

C-4  
**FREE  
ONLINE  
WORKSHOP**



# THE PARENT PROJECT FALL 2023 SESSION



**The Parent Project® is a 7-week ONLINE workshop for parents/guardians raising strong-willed children and/or children with disabilities.**

West End SELPA is proud to offer both the Loving Solutions and the Parent Project Sr training series to our community free of charge. This training series focuses on assisting families who are raising strong-willed children, and includes strategies to support children with disabilities, by providing tools and techniques for effective parenting. Participants learn ways to promote positive behaviors and how to respond to challenging ones. The course offers families ways to effectively communicate with children, improve school attendance and performance, and much more! Spanish interpretation available upon request.

## Loving Solutions- Ages 2-12

The Parent Project's Loving Solutions utilizes the same principles found successful in Parent Project® Sr., but has been adapted to address the needs of younger children.

**9:00AM-11:00AM**

October 3, 2023  
October 10, 2023  
October 17, 2023  
October 24, 2023  
November 1, 2023\*  
November 7, 2023  
November 14, 2023

*\*Class held on Wednesday this week only.*



REGISTER



## Parent Project Sr. Ages 13-22

At the heart of Parent Project®, Sr., is the Changing Destructive Adolescent Behavior curriculum that focuses on the most challenging behaviors for adolescents.

**5:00PM-7:00PM**

October 3, 2023  
October 10, 2023  
October 17, 2023  
October 24, 2023  
November 1, 2023\*  
November 7, 2023  
November 14, 2023

*\*Class held on Wednesday this week only.*



REGISTER



<https://www.weselpa.net>

Questions? Contact:

(909) 476-6188

[julie.macias@weselpa.net](mailto:julie.macias@weselpa.net)



<https://www.sbcss.k12.ca.us>

**Community Advisory Committee**  
**Representatives**

Community Advisory Committee representatives serve an important role as a liaison between the community and the district director of special education. Representatives recommend priorities for special education services, assist in parent education, and support activities on behalf of individuals with exceptional needs.

In accordance with the Community Advisory Committee bylaws, the **Alta Loma, Central, Cucamonga, Mtn. View, and Mt. Baldy** school districts shall appoint parent representatives in even-numbered years to the Community Advisory Committee for a two-year term, beginning July 1, 2024, and ending June 30, 2026. The representative should be a parent of a student residing and enrolled in the school district or a district-offered school program. The appointment is by the action of the District Board of Education.

Once the School District Board of Education has approved the appointment of the district representative, please forward the name, contact information for the representative, and a copy of the board approval to Natalie Vivar, Administrative Assistant, West End SELPA.



## Program Transfer Notification Timelines 2023/2024

<b>September</b>	The district provides notification to the SELPA Administrator of programs, which are being considered for transfer pursuant to EC 56207.
<b>October</b>	Consideration of program transfer by the Program Transfer Committee, which will include three SELPA governance members. This committee will be responsible for determining if the program transfer conforms to the requirements of EC 56207.
<b>November</b>	Program Transfer Committee provides SELPA Advisory Committee and Superintendents' Council a summary of their findings. Parents and staff have the opportunity to provide input regarding the proposed transfer during the SELPA Advisory meeting. District initiating transfer responds to questions from the SELPA Advisory and the Superintendents' Council.
<b>December</b>	The district provides an official letter to the SELPA Administrator of their decision to proceed with the transfer or discontinue the transfer.
<b>January</b>	SELPA Advisory Committee reports to the Superintendents' Council their recommendation regarding the program transfer. Superintendents' Council makes the final approval of the transfer request.
<b>February</b>	Necessary personnel actions initiated by districts affected by the program transfer.
<b>July</b>	District begins operation of the transferred program at conclusion of ESY unless otherwise noted and agreed to by both parties.



Submit to  
WESELPA Administrator  
By Oct. 1

## West End SELPA Program Transfer Request

<u>LEA Requesting Program Transfer:</u>	<u>Current Program Provider:</u>
<u>Date of Request:</u>	<u>Effective Date of Transfer:</u>

**Description of Program Transfer:**

- Entire Program
- Entire Identifiable Class(es)
- Transfer of Students from Multiple Classes at : \_\_\_\_\_

<u>Program</u>	<u>Location</u>	<u># of Students Impacted</u>	<u>Other Relevant Information</u>

**Description of Proposed LEA Program:**

<u>Program</u>	<u>Location</u>	<u># of Teacher(s)</u>	<u># of Aide(s)</u>	<u># of Students</u>	<u>Other Relevant Information</u>

1. Will the proposed LEA program serve district students only? If not, what other district(s) students will be eligible?
2. If a district student is not appropriate for the district-operated program, how will the student be served?
3. How will related services be provided?
4. Is the LEA requesting a transfer of materials and equipment?
5. Is the LEA requesting a transfer of facilities?
6. Are the opportunities for education in the LRE different in the proposed program different from the current program?
7. What is the impact of the transfer on other LEAs in the SELPA?
8. How will parents be involved in the program transfer planning process?
9. How will affected staff be involved in the program transfer planning process?

San Bernardino County Superintendent of Schools  
WEST END COUNTY OPERATED SPECIAL EDUCATION PROGRAM  
2022-23 FINAL LCFF Revenue Transfer by District

District of Residence	UPP %	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
<b>Alta Loma</b>	36.91%	10,865.98	9,990.82	10,287.20	-	
P-2 / Annual ADA		11.81	4.69	2.14	-	<b>18.64</b>
<b>Total</b>		<b>128,327.28</b>	<b>46,856.95</b>	<b>22,014.60</b>	-	<b>197,198.83</b>
<b>Central</b>	67.87%	12,143.71	11,165.64	11,496.86		
P-2 / Annual ADA		29.28	15.22	9.79	-	<b>54.29</b>
<b>Total</b>		<b>355,567.85</b>	<b>169,941.00</b>	<b>112,554.28</b>	-	<b>638,063.13</b>
<b>Chaffey</b>	64.47%	-	-	-	13,399.12	
P-2 / Annual ADA		-	-	-	116.49	<b>116.49</b>
<b>Total</b>		-	-	-	<b>1,560,863.42</b>	<b>1,560,863.42</b>
<b>Chino</b>	46.93%	11,068.77	10,177.27	10,479.18	12,460.16	
P-2 / Annual ADA		32.68	15.68	5.71	11.77	<b>65.84</b>
<b>Total</b>		<b>361,727.38</b>	<b>159,579.65</b>	<b>59,836.11</b>	<b>146,656.07</b>	<b>727,799.22</b>
<b>Cucamonga</b>	71.35%	12,390.21	11,392.28	11,730.23	-	
P-2 / Annual ADA		13.08	3.65	3.34	-	<b>20.07</b>
<b>Total</b>		<b>162,063.94</b>	<b>41,581.83</b>	<b>39,178.97</b>	-	<b>242,824.74</b>
<b>Etiwanda</b>	48.52%	11,100.95	10,206.86	10,509.64	-	
P-2 / Annual ADA		3.86	5.71	5.34		<b>14.91</b>
<b>Total</b>		<b>42,849.66</b>	<b>58,281.17</b>	<b>56,121.49</b>		<b>157,252.32</b>
<b>Mtn. View</b>	59.68%	11,563.59	10,632.24	10,947.64		
P-2 / Annual ADA		22.02	8.73	6.26	-	<b>37.01</b>
<b>Total</b>		<b>254,630.22</b>	<b>92,819.45</b>	<b>68,532.23</b>	-	<b>415,981.90</b>
<b>Ontario-Montclair</b>	88.60%	13,612.08	12,515.74	12,887.02	15,323.17	
P-2 / Annual ADA		0.62	0.93	3.81	-	<b>5.36</b>
<b>Total</b>		<b>8,439.49</b>	<b>11,639.64</b>	<b>49,099.53</b>	-	<b>69,178.66</b>
<b>Upland</b>	64.82%	11,927.67	10,967.00	11,292.33	13,427.03	
P-2 / Annual ADA		14.71	1.90	3.74	7.37	<b>27.72</b>
<b>Total</b>		<b>175,456.03</b>	<b>20,837.29</b>	<b>42,233.31</b>	<b>98,957.19</b>	<b>337,483.82</b>

### Summary

District Number	District	Based on P-2/Annual	First 50% Transfer	Final 50% Transfer
202	Alta Loma	197,198.83	97,866.25	99,332.58
209	Central	638,063.13	317,996.70	320,066.43
263	Chaffey	1,560,863.42	806,091.53	754,771.89
210	Chino	727,799.22	359,295.01	368,504.21
215	Cucamonga	242,824.74	116,626.39	126,198.35
218	Etiwanda	157,252.32	79,864.03	77,388.29
238	Mtn. View	415,981.90	200,712.28	215,269.62
245	Ontario-Montclair	69,178.66	32,805.09	36,373.57
259	Upland	337,483.82	164,765.04	172,718.78
	<b>Total</b>	<b>4,346,646.03</b>	<b>2,176,022.00</b>	<b>2,170,623.71</b>

**Consent Agenda**  
Due Process Resolution  
OAH Case # 2023040128

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Upland USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$15,000 in parent reimbursement and \$7900 in parent attorney fee reimbursement. The total cost associated with this agreement is \$22,900.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda Alternative Dispute Resolution #1

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Alternative Dispute Resolution Student v. Upland USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$27,077 in non-public school tuition, \$6130 in Mileage reimbursement and \$4000 in parent attorney fee reimbursement. The total cost associated with this agreement is \$37,207.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
Due Process  
OAH Case # 2023060183

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Upland USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$21,000 in compensatory education and \$6750 in parent attorney fee reimbursement. The total cost associated with this agreement is \$27,750.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda Alternative Dispute Resolution #2

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Alternative Dispute Resolution Student v. Upland USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The total costs associated with this agreement are \$10,600 for privately obtained speech and language services.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda Alternative Dispute Resolution #3

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Alternative Dispute Resolution Student v. Upland USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$27,800 in parent tuition and academic tutoring reimbursement and \$2200 for a Central Auditory Processing Disorder (CAPD) assessment. The total cost associated with this agreement is \$30,000.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
Due Process  
OAH Case # 2023040568

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Upland USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$6000 in IEE Costs, \$7000 in parent reimbursement and \$7250 in parent attorney fee reimbursement. The total cost associated with this agreement is \$20,250.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
Due Process  
OAH Case # 2023030670

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Upland USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$19,884 in parent reimbursement and \$10,000 in parent attorney fee reimbursement. The total cost associated with this agreement is \$29,884.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case #2023020582

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$11,500 in independent assessments, \$8000 in direct funding for a social skills program, \$7000 in parent reimbursement for compensatory education services, and \$13000 in attorneys fees. The total cost associated with this agreement is \$39,500.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023030240

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$500 in parent mileage reimbursement, \$18,000 in compensatory education, \$11,000 for IEE's, and \$13,000 in parent attorneys fees. The total cost associated with this agreement is \$42,500.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case #2023040956

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$7200 in compensatory education and \$6250 in attorney fees . The total cost associated with this agreement is \$13,450.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023020450

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$4500 in compensatory education, \$4000 for an IEE, \$20,400 for a 60 day NPA behavior aide, and \$9000 in attorneys fees. The total cost associated with this agreement is \$37,900.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023050951

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$6000 for a psychoeducational IEE, and \$2500 for compensatory speech services and \$4000 in attorneys fees. The total cost associated with this agreement is \$12,500.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case #2023040273

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$2700 in compensatory education, and \$3000 in attorneys fees. The total cost associated with this agreement is \$5700.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023061061

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$47,862 for Non Public School Education costs, \$3500 for parent reimbursement and \$7500 for parent attorney fees. The total cost associated with this agreement is \$58,862.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
OAH Case # **2021120672**  
**Case No. 5:22-cv-01618-SSS-SHK**

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/conditions which qualify for access to the Joint Risk Fund. The total costs associated with this agreement are \$90,000 in parent attorney fees.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023030111

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$7900 in compensatory education, and \$6000 in attorneys fees. The total cost associated with this agreement is \$13,900.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023060649

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$14,500 for IEE's and/or compensatory education and \$11,500 in parent attorneys fees. The total cost associated with this agreement is \$26,000.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
OAH Case # **2023030530**

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Cucamonga SD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/conditions which qualify for access to the Joint Risk Fund. The total costs associated with this agreement are \$6800 in parent attorney fees.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023040681

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Chaffey Joint UHSD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$10,800 in compensatory education, and \$6500 in attorneys fees. The total cost associated with this agreement is \$17,300.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023030118

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Central SD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$15,500 in IEE's, \$4763 in home instruction services, \$33,000 in compensatory education, and \$22,000 in attorneys fees. The total cost associated with this agreement is \$75,263.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda OAH Case # 2023030530

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Due Process Resolution Student v. Cucamonga SD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$8100 dollars worth of academic tutoring from Professional Tutors of America and \$7000 in parent attorney fees. The total costs associated with this agreement is \$15,100

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
OAH Case # **2023080031**

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Chaffey Joint UHSD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$8000 in compensatory services, and \$4750 in parent attorneys fees. The total cost associated with this agreement is \$12,750

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda Alternative Dispute Resolution #4

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Alternative Dispute Resolution Student v. Alta Loma SD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$8000 in parent reimbursement for educational services. The total cost associated with this agreement is \$8000.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## Consent Agenda Alternative Dispute Resolution #5

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

### Alternative Dispute Resolution Student v. Alta Loma SD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$9450 in compensatory services. The total cost associated with this agreement is \$9450.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## 2022/23 Joint Risk Fund Return

**Background:**

As approved on April 21, 2014, an analysis of each district’s Joint Risk Fund (JRF) usage will be completed at year-end and factored into that year’s JRF return. Districts that underutilize the JRF by contributing more than they spend will be given the following return priority:

- If the return is large enough, underutilizing districts will be fully reimbursed for their amount of under usage. After which, the remaining balance of the JRF return will be distributed to all member districts by their percentage of ADA.
- If the amount of JRF return is not enough to fully reimburse underutilizing districts, then only districts that underutilized the JRF will get a return. In this case, the return would be distributed be proportionate share of under usage. Districts that over utilize the JRF by spending more than they contribute will not be eligible for a JRF return.

**Fiscal Impact:**

The 2022/23 JRF Return totals \$969,912.61 and is summarized as follows:

2022/23	Total Return
Alta Loma	92,558.42
Central	71,942.71
Chaffey	133,372.12
Chino	347,215.26
Cucamonga	36,493.02
Etiwanda	170,245.83
Mountain View	43,790.48
Mt. Baldy	907.00
Upland	59,876.10
WE Student Svcs	13,511.68
<b>TOTAL</b>	<b>969,912.61</b>

Return from RSPS	261,602.04	- ADA based return distribution
Return from JRF	708,310.57	- Usage based return distribution
<b>Total Return</b>	<b>969,912.61</b>	

**Recommendation:**

Approve the 2022/23 JRF Return as presented above and on the attached worksheets.

## West End SELPA 2022/23 Joint Risk Fund Return

T. Chatkoo 8/22/23

	Column A	Column B	Column C	Column D	Column E	Column F	Column G (Col C + Col F)
2022/23	P-2 ADA Cert 6/19/23	% ADA	Return from RSPS (Distributed by % ADA)	Revenue vs Expense (Usage)	% Under Usage	Return from JRF (Distributed by % Under Usage)	Total Return
Alta Loma	5,190.62	6.36%	16,632.24	195,821.94	10.72%	75,926.18	92,558.42
Central	3,958.99	4.85%	12,685.75	152,830.19	8.37%	59,256.96	71,942.71
Chaffey	21,147.49	25.90%	67,762.66	169,213.99	9.26%	65,609.46	133,372.12
Chino	23,900.18	29.27%	76,583.07	697,990.10	38.21%	270,632.19	347,215.26
Cucamonga	2,153.05	2.64%	6,898.99	76,326.25	4.18%	29,594.03	36,493.02
Etiwanda	12,620.65	15.46%	40,440.20	334,782.93	18.33%	129,805.63	170,245.83
Mountain View	2,801.86	3.43%	8,977.97	89,785.27	4.91%	34,812.51	43,790.48
Mt. Baldy	87.88	0.11%	281.59	1,613.00	0.09%	625.41	907.00
Upland	9,318.87	11.41%	29,860.35	77,413.90	4.24%	30,015.75	59,876.10
WE Student Srvc	461.64	0.57%	1,479.23	31,033.00	1.70%	12,032.45	13,511.68
<b>TOTAL</b>	<b>81,641.23</b>	<b>100.00%</b>	<b>261,602.04</b>	<b>1,826,810.57</b>	<b>100.00%</b>	<b>708,310.57</b>	<b>969,912.61</b>

Beginning Balance	1,213,999.58
Plus: Revenue	13,050,456.94
Less: Expenditures	12,894,543.91
Ending Balance	1,369,912.61

Less: Reserve	400,000.00
<b>Total Return</b>	<b>969,912.61</b>

Return from RSPS	261,602.04	- ADA based return distribution
Return from JRF	708,310.57	- Usage based return distribution
<b>Total Return</b>	<b>969,912.61</b>	

## Joint Risk Fund Annual Usage Analysis Shared Expenses not distributed by % of ADA (Updated 8/15/23)

2022/23	Col A	Col B	Col C	Col D	Col E	Col F	Col G	Col H	Col I	Col J	Col K	Col L	Col M	Col N
District	P-2 ADA Cert 6/19/23	% ADA	Contributions \$53.33/ADA	District Reimbursements	TOTAL REVENUE	NPS/NPA/LCI	Legal Costs	Settlements/ Services	Operating Expenses	Other Expenses	TOTAL EXPENSE	VARIANCE	JRF Return (Less PSRS Portion)	ADJUSTED VARIANCE
Alta Loma	5,190.62	6.36%	276,544.00	340,688.93	617,232.93	274,426.18	25,056.25	121,928.56		-	421,410.99	195,821.94	(75,926.18)	119,895.76
Central	3,958.99	4.85%	211,133.00	261,980.62	473,113.62	261,981.43	22,732.00	35,570.00		-	320,283.43	152,830.19	(59,256.96)	93,573.23
Chaffey	21,147.49	25.90%	1,127,796.00	4,263,343.96	5,391,139.96	4,715,547.02	305,181.30	185,884.65		15,313.00	5,221,925.97	169,213.99	(65,609.46)	103,604.53
Chino	23,900.18	29.27%	1,274,597.00	1,667,842.79	2,942,439.79	1,461,870.21	588,331.46	194,248.02		-	2,244,449.69	697,990.10	(270,632.19)	427,357.91
Cucamonga	2,153.05	2.64%	114,704.00	184,709.87	299,413.87	216,502.62	6,585.00	-		-	223,087.62	76,326.25	(29,594.03)	46,732.22
Etiwanda	12,620.65	15.46%	673,059.00	919,862.71	1,592,921.71	972,408.46	201,001.11	84,729.21		-	1,258,138.78	334,782.93	(129,805.63)	204,977.30
Mountain View	2,801.86	3.43%	149,423.00	81,496.44	230,919.44	24,622.50	64,890.00	51,621.67		-	141,134.17	89,785.27	(34,812.51)	54,972.76
Mt. Baldy	87.88	0.11%	4,687.00	7,726.00	12,413.00	-	-	10,800.00		-	10,800.00	1,613.00	(625.41)	987.59
Upland	9,318.87	11.41%	496,975.00	1,771,613.90	2,268,588.90	1,808,784.44	167,192.00	215,198.56		-	2,191,175.00	77,413.90	(30,015.75)	47,398.15
WE Student Svcs	461.64	0.57%	24,619.00	6,414.00	31,033.00	-	-	-	1,133,920.29	-	-	31,033.00	(12,032.45)	19,000.55
Shared Expenses			-	-	-	-	4,993.49	-	-	-	1,138,913.78	(1,138,913.78)	-	(1,138,913.78)
<b>TOTAL</b>	<b>81,641.23</b>	<b>100.00%</b>	<b>4,353,537.00</b>	<b>9,505,679.22</b>	<b>13,859,216.22</b>	<b>9,736,142.86</b>	<b>1,385,962.61</b>	<b>899,980.67</b>	<b>1,133,920.29</b>	<b>15,313.00</b>	<b>13,171,319.43</b>	<b>687,896.79</b>	<b>(708,310.57)</b>	<b>(20,413.78)</b>

- Notes:**
- Contributions (Col C) may be based on projected P-2 ADA at the time of Mid-Year Final 50% transfer. P-2 or Annual ADA (Col A) may differ from projected P-2 ADA.
  - District Reimbursements (Col D): District quarterly, SEIS, and if applicable invoiced and CSDR expense reimbursements
  - NPS/NPA/LCI (Col F): NPS, NPA, LCI expenses and if applicable Inland Regional Center deductions
  - Legal Costs (Col G): District and Parent attorneys
  - Settlements/Services (Col H): Parent reimbursements as well as IEEs, consultations, tech assessments and misc. other
  - Shared Expenses include: Operating Expenses (salaries, benefits, materials & supplies, services other than legal, NPS), General Legal, and if applicable CSDR transportation excess costs. Large reduction in operating expenses from 10/11 to 11/12 due to expenses being paid out of WSMH funding rather than X-Pot. Large increase from 14/15 to 15/16 due to ADR Program Specialist. Large reduction from 16/17 to 17/18 due to downsizing of the SELPA. Large increase from 20/21 to 21/22 due Parent Outreach Representative. Large increase from 21/22 to 22/23 due to In-house Counsel.

## Fiscal Allocation Plan

### **Background:**

On an annual basis, the West End SELPA Fiscal Allocation Plan is reviewed for consistency with current fiscal practices and updated to reflect the prior year changes approved by the Superintendents' Council.

### **Fiscal Impact:**

Major changes are a result of the items below:

- Beginning with 2023/24 AB602 funding, the SELPA AB602 funding model will use the CDE calculation of the Base Grant Entitlement by individual LEA to allocate the Base Grant funding to member LEAs
  - The CDE calculation will use the highest ADA when comparing current year, prior year, and second prior year
- Mental Health (MH) per ADA contributions to WESELPA in support of district MH related expenditures.
- Update to Out-of-Home care funding description

### **Recommended Action:**

Approve the attached September 2023 edition of the West End SELPA Fiscal Allocation Plan. Once approved by the Superintendents' Council, the plan will be posted on the West End SELPA website.



***We Educate • We Care • WESELPA***

# **Fiscal Allocation Plan**

**Updated: September 202~~3~~2**

**West End Special Education Local Plan Area**  
8265 Aspen Avenue, Suite 200  
Rancho Cucamonga, CA 91730  
909.476.6131

~~Ricky Alyassi, Administrator • Timothy Chatkoo, Consultant~~

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EXHIBIT I: SPECIAL EDUCATION AB602 REVENUE DISTRIBUTION MODEL ..... available upon request

## GOVERNANCE

The West End Special Education Local Plan Area (WESELPA) is composed of nine school districts (Alta Loma, Central, Chaffey Joint Union, Chino Valley Unified, Cucamonga, Etiwanda, Mountain View, Mt Baldy, and Upland Unified) and West End Student Services. Its purpose is to assure access to special education services for all disabled students residing within the West End of San Bernardino County.

The governing body of the SELPA, as set forth in the West End SELPA Local Plan, is the Superintendents' Council. The Superintendents' Council is composed of a superintendent from each district or local educational agency (LEA). One of the responsibilities of the Superintendents' Council is to allocate, among the participating LEAs, those public funds which are received to support special education programs, and to review on an annual basis the efficacy of the allocation procedures.

The San Bernardino County Superintendent of Schools ([SBCSS](#)) serves as the Responsible Local Agency (RLA) for the West End SELPA. The RLA receives and distributes funds in accordance with the adopted SELPA plans.

The SELPA Administrator, an employee of the San Bernardino County Superintendent of Schools, coordinates the administration and implementation of the West End Special Education Local Plan. The SELPA Administrator is subject to the Responsible Local Agency's policies and procedures for day to day operations, but receives direction from and is responsible to the Superintendents' Council.

***\*SELPA Level Workgroups composed of members of the SELPA Advisory Committee (and in some cases the Superintendents' Council) will ensure the equity of the fiscal allocation model by reviewing any disparity in local support required by the individual LEAs. The workgroups will determine the factors and causes of the disparity and make recommendations to alter the allocation model as needed.***

**AB602**

**SPECIAL EDUCATION**

**FUNDING OVERVIEW**

## SELPA FUNDING ALLOCATION MODEL (Exhibit I, Schedule B)

The West End SELPA ~~allocates AB602 funding model includes the following state special education funding to its member LEAs using the following elements:~~

- A. Average Daily Attendance (ADA) SELPA Total K-12 ADA (Appendix C)**
- B. Revenue Sources used in Allocation Model**
1. Base Grant Entitlement AB602 BASE Apportionment ADA (Column D)
    - Rate per ADA Total Apportionment
  2. Federal Local Assistance (removed from AB602 base, but added back in at the SELPA level) (Column D)
  3. Local Special Education Property Taxes (Column D)
  4. Low Incidence Apportionment (Column E)
  5. Program Specialist/Regionalized Services Apportionment (Column F)
  6. Personnel Development (added to AB602 ~~Base~~, SELPA's portion still funded separately by the SELPA) (Column G)
  7. NPS/LCI Extraordinary Cost Pool Apportionment (Annual only) (Column H)
  8. Out-Of-Home Care Apportionment (Column I)
- C. Adjustments to Total Apportionment**
1. Regional Provider Program(s) / Fee-For-Service Adjustment (Column M)
  2. Small School District Protection Adjustment (Column N)
- D. Expenses/Transfers Charged to Member LEAs**
1. ~~NPS/NPA/Parent/Other Authorized~~ Joint Risk Fund Reimbursements (Column T)
  2. Joint Risk Fund Contributions (Column U)
  3. Facilities (Column V)
    - SBCSS Leased Facility Costs
    - Provider Program Facility Regional Facility/MTU Costs
  4. Web-based IEP (SEIS) (Column W)
  5. Transportation (Column X)
    - SBCSS Transportation
  6. State Special Schools Adjustment Reimbursement (Column Y)

## REVENUE SOURCES USED IN ALLOCATION MODEL (Exhibit I, Schedule D)

~~Unless noted, the following sources of revenue are allocated to member LEAs based on current year ADA:~~

**ADA and Rate(s):**

- ~~Current Year, Prior Year, and Prior-Prior Year SELPA ADA~~
- SELPA Funded ADA
  - Calculated for each member LEA individually using the highest ADA when comparing current year, prior year, and second prior year.

- SELPA Base Rate

**Base Grant Entitlement/General Funding Funding Entitlement:**

- SELPA Base rate multiplied by SELPA Funded ADA. The calculated Base Grant Entitlement Funding is then multiplied by the proration factor.
- Local Special Education Property Taxes (deduct to adjusted Base Grant Funding Entitlement)

**Federal Local Assistance: (removed from AB602 Base, but added back in at the SELPA level)**

As a separate grant, Federal Local Assistance funds are specifically allocated for special education and services to children with disabilities ages three through twenty-oneing is based on a three-part formula: a base amount, a percentage of population, and a percentage of poverty.

**Local Special Education Property Taxes: (used as a deduct to the Base on the State Exhibit, but added back in at the SELPA level)**

Property Tax revenue goes to the County Office, but first it is included in the AB602 amount to be distributed by ADA.

**Program Specialist/Regionalized Services:**

Program Specialist/Regionalized Services (PS/RS) is calculated by multiplying the current year PS/RS rate by the 2019/20 SELPA funded ADA.

**Low Incidence**

Low Incidence entitlement is generated on the PY October Pupil Count of Low Incidence Disabilities multiplied by the state-wide Low Incidence Rate(s).

**Personnel Development: -(added to AB602-Base, SELPA's portion still funded separately by the SELPA)**

SELPA's portion of Staff Development is funded using a Superintendents' Council approved rate multiplied by the PY October Pupil Count.

**Out-of-Home Care:**

Funding for foster youth, pupils placed in the short-term residential therapeutic program and three other types of facilities located within a SELPA's geographic boundaries. This is generated by the number and Rate Classification Level (RCL) of licensed beds for agency placed and foster youth.

**NPS/LCI Extraordinary Cost Pool Apportionment: (Annual only)**

This is the prorated sum of all NPS/LCI Extraordinary Cost claims in excess of the applicable threshold reported to the state by the SELPA.

**Supplemental Revenue: (if any)**

At times, the State Budget Act may provide supplemental revenue. This may be one-time funding, or permanent increases to SELPA revenue. Supplemental Revenues will be analyzed on an individual basis by a SELPA Level Workgroup and distributed via the methodology approved by the Superintendents' Council.

**ADJUSTMENTS TO TOTAL APPORTIONMENT**

## (Exhibit I, Schedule B)

Adjustments are the reallocation of dollars made at the SELPA level after allocating AB602 per ADA revenue. These adjustments are not considered expenses (revenues) charged to member LEAs.

### **Provider Program(s) Fee-For-Service: (Column M)**

Regional provider program funding is determined by applying the Fee-For-Service Rates to the Fee-For-Service Count. Revenue from the District of Residence/Accountability is distributed to the rRegional pProvider pProgram operators after the AB602 K-12 per ADA allocation distribution.

- **Fee-For-Service Rates** are developed using actual approved program expenditures.
- **Fee-For-Service Count** is based on the special education pupil count and related service count for students placed outside their resident district for students between the ages of 3-22. This is not an ADA count.

### **Small School District Protection: (Column N)**

Under the funding allocation model, it is possible that a small district's (less than 1,000 ADA) current year revenue allocation may be less than the revenue received in the prior year. To protect against this possible shortfall, its revenue allocation will be adjusted to equal its prior year revenue plus COLA.

## EXPENSES/TRANSFERS CHARGED TO MEMBER LEAs (Exhibit I, Schedule B)

These expenses are transferred to either the SELPA or SBCSSCounty General Fund for charges incurred related to special education programs.

### **Joint Risk Fund (JRF) Reimbursements: (Column T)**

~~All~~oOriginal expenses related to Non-LCI NPS/NPA placements, LCI NPS placements, and authorized parent/JRF related reimbursements will be charged to the JRF (0282 Mgmt).

- **NPS/NPA Non-LCI 80%:** The District of Residence/Accountability will reimburse the JRF **80% of the difference** between the total Non LCI NPS expenses and the LCFF dollars generated by the Non-LCI NPS ADA. In addition, the District of Residence/Accountability will reimburse the JRF the LCFF dollars generated by the Non-LCI NPS ADA placement.
- **NPS LCI 100%:** The District of Residence/Accountability will reimburse the JRF **100% of the difference** between the total LCI NPS expenses and the LCFF dollars generated by the LCI NPS ADA. In addition, the District of Residence/Accountability will reimburse the JRF the LCFF dollars generated by the LCI NPS ADA placement (the Out-Of-Home Care apportionment will be distributed to member LEAs based on ADA, after allocating 100% of the LCI NPS costs to member LEAs with LCI NPS costs).
- **Authorized Parent and JRF Related Cost Reimbursements:** These charges may be for attorney fees, unilaterally obtained related services, transportation, independent

educational evaluations/assessments, or other authorized expenses. For the majority of expenses, the District of Residence/Accountability will either reimburse the JRF 70% of total costs or submit a bill requesting 30% of the total cost of the authorized contract, such as an independent educational evaluation/assessment for which the member LEA developed a contract.

**JRF (Budget 282) Contribution: (Column U)**

The purpose of the JRF is to pay for regionalized expenses in support of SELPA districts' special education needs. The JRF revenue will be generated from member LEA contributions which are calculated based on a Superintendents' Council approved dollar amount multiplied by current year P-2 ADA. A reserve of \$400,000 has been established and will be reconsidered as needed.

**Provider Program Facility/MTU Expense: (Column V)**

Commercial leased facilities and county-owned facilities will be funded by a charge to member LEAs based on the percentage of students served in the provider programs housed in each leased or county-owned facility.

**Web-based IEP Expense: (Column W)**

The West End SELPA generates a three-year contract with San Joaquin County Office of Education for implementation of the Special Education Information System (SEIS), which is a web-based IEP program. West End member LEAs incur the total web-based IEP cost on a per Pupil Count basis. These expenses may include additional costs for a maintenance fee for customized web-based IEP forms.

**Transportation: (Column X)**

After state revenue is deducted, all monthly transportation costs for the West End county programs are prorated to each district by the number of district students being transported by San Bernardino County Superintendent of Schools.

**State Special Schools Adjustment Reimbursement: (Column Y)**

It has been the policy of the West End Special Education Local Plan Area to reimburse districts, from the JRF, for the ten percent (10%) annual excess costs that are withheld from state apportionment for residential students placed in state special schools.

# PROCEDURAL GUIDELINES

(Historical data can be found in Appendix B of  
the Fiscal Allocation Plan)

## ALLOCATION DISTRIBUTION (Exhibit I, Schedule B)

The West End SELPA allocates the AB602 state special education funding to its member LEAs on a per ADA basis using the applicable year's ADA (see Exhibit I).

Revenue sources to be distributed include the following:

- ~~AB602~~ Base Grant Funding Entitlement
- Federal Local Assistance (separate grant)
- Local Special Education Property Taxes
- Low Incidence
- Program Specialist/Regionalized Services
- Personnel Development (included in ~~AB602-Base~~)
- NPS/LCI Extraordinary Cost Pool (Annual only)
- Out-of-Home Care Funding
- Supplemental Revenue (if any)

### Specific Procedures:

#### **A. Base Grant Entitlement & Other Adjustments ~~before allocation on a per ADA basis~~**

1. ~~Beginning with 2023/24 AB602 funding, the SELPA AB602 funding model will use the CDE calculation of the Base Grant Entitlement by individual LEA to allocate the Base Grant funding to member LEAs.~~
- 1.2. Federal Local Assistance funding is a separate grant. The grant dollars are added into the AB602 funding model along with ~~AB602~~ special education funding before it is distributed by ADA (**Column D**).
- 2.3. Local Special Education Property Taxes become ~~are~~ deduction to the Base Grant Entitlement on the AB602 funding exhibit; Property Taxes are factored into the SELPA AB602 funding model as part of the CDE calculation of the Base Grant Entitlement by individual LEA ~~also added into the special education funding before it is distributed by ADA~~ (**Column D**).
- 3.4. Personnel Development funding is included in AB602 special education funding ~~the AB602-Base~~ apportionment. District and West End Student Services funding remains in AB602 Base, but ~~the~~ WESELPA's portion of Personnel Development funding is taken off the top before the special education dollars are distributed to member LEAs by ADA (**Column G**).

#### **~~B. Allocation on a per ADA basis (Column D)~~**

- ~~1. AB602 Base Funding Entitlement (less the WESELPA's portion of Personnel Development), Federal Local Assistance, and Property Taxes are totaled and allocated on a per ADA basis.~~

#### **C.B. Total Apportionment – West End Student Services (Column J)**

1. Out-of-home care funding is allocated by ADA after being adjusted for LCI expenses (**Column I**).
2. Low Incidence funding, Out-of-home care funding and the allocation of special education funding make up West End Student Services' total apportionment.

#### **D.C. Total Apportionment – Districts (Column J)**

1. NPS/LCI Extraordinary Cost Pool Apportionment will be distributed to member LEAs having costs that were claimed in excess of the CDE applicable threshold after a percentage of the apportionment has been transferred to the Joint Risk Fund (Annual only) **(Column H)**.
2. Out-of-home care funding is allocated by ADA after being adjusted for LCI expenses **(Column I)**.
3. NPS/LCI Extraordinary Cost Pool Funding, Out-of-home care funding and the allocation of special education funding make up each district's total apportionment.

**E.D. Total Apportionment – West End SELPA (Column J)**

1. WESELPA's total apportionment is made up of the Low Incidence and Program Specialist/Regionalized Services apportionments along with the WESELPA portion of Personnel Development that was previously taken off the top of the AB602 Base apportionment.

**F.E. Adjusted Apportionment (Column O)**

1. Each member LEA's entitlement is adjusted by the Fee-For-Service Adjustment. This adjustment shifts funding from the resident district of the student to the LEA providing the educational services **(Column M)**.
2. The Small School District Adjustment further adjusts each member LEA's entitlement. This adjustment protects any district with less than 1,000 ADA from receiving less revenue than it did under the unit rate allocation model as calculated for the Prior Year plus COLA **(Column N)**.
3. After these adjustments are made, each member LEA's "Adjusted Apportionment" is then divided into the three funding sources – Local Special Education Property Taxes **(Column P)**, Federal Local Assistance **(Column Q)**, and AB602 Base **(Column R)** for SACS reporting purposes.

*\*This allocation of special education funding to SELPA member LEAs will be recalculated at each state re-certification of AB602 funding.*

*\*Local Assistance, Low Incidence, RSPS, Personnel Development, NPS/LCI Extraordinary Cost Pool, Out-of-home care, Fee-For-Service, and Small School Protection adjustments are further explained in their prospective portions of the Fiscal Allocation Plan.*

**Apportionment Distribution Cycle:**

With the implementation of the AB602 model, funding has been established on a SELPA wide ADA formula basis. The West End SELPA Local Plan has been amended to allow the SELPA to define the distribution model.

Revenue will be distributed from the state directly to the San Bernardino County Treasurer on a monthly basis with the special education apportionment cycle. The state provides documentation to SBCSS identifying the amount of the monthly special education apportionment to be deposited to the West End SELPA. The state does not identify amounts for the member LEAs. Schedules detailing these amounts are received at each certification period from the CDE identified as the Advance Apportionment (July-January), First Principal Apportionment (February-May), Second Principal Apportionment (June), and the Annual Apportionment (following February with adjustments applied to prior year June).

The manner of distribution of the funds conforms to EC 14041(a)(2), which provides for the following schedule:

- July 5%
- August 5%

Updated: September 2023

September	9%	
October	9%	Advance Apportionments
November	9%	
December	9%	
January	9%	
February	reconciled with P-1 certification; revenue adjusted accordingly at 1/5 <sup>th</sup>	
March	1/5 <sup>th</sup> of balance due per P-1 certification	
April	1/5 <sup>th</sup> of balance due per P-1 certification	
May	1/5 <sup>th</sup> of balance due per P-1 certification	
June	reconciled with P-2 certification; revenue adjusted accordingly to actual	

The West End SELPA must submit a worksheet to SBCSS Internal Business Services, which calculates each member LEA's share of the state special education apportionment. The data shall include the SELPA total AB602 revenue, each LEA's allocation, and each LEA's percentage of the SELPA total. At each apportionment certification, the totals must reconcile to the total posted on the SELPA's AB602 State Exhibit. This worksheet will be used by SBCSS as the allocation model, with funds being distributed from July through February on a percentage share basis as ~~presented to the projected and approved by~~ Superintendents' Council in June of prior year or the most recent allocation model adjusted for revised projected P-2 ADA prior to the first payment for the fiscal year; allocations from March through May will be based on actual totals balancing to the P-1 AB602 State Certified Exhibit; the June apportionment will be transferred in July and will be adjusted to the P-2 AB602 State Certified Exhibit. Any significant annual adjustments to the P-2 Certification will be calculated and included in the year-end accrual process and communicated to member LEAs by July 30.

In the event the state re-certifies the SELPA's special education apportionment after the close of that fiscal year, the SELPA will recalculate and make the appropriate modifications in the allocation of funds for the re-certified fiscal year. All revenue modifications will be treated as prior year adjustments and coded as such.

*\*The WESELPA must follow the adopted State Apportionment Cycle which may vary from the above listed distribution schedule.*

## LOCAL ASSISTANCE ENTITLEMENT (Exhibit I, Schedule P)

~~The K-12, Part B, Federal IDEA, PL 94-142~~ Local Assistance dollars are funded outside of AB602 ~~base~~ but are added in manually at the SELPA level. After which, ~~funding~~ is distributed by ADA ~~along with as part of~~ AB602 special education funding. Once each member LEAs' apportionment is adjusted per the funding formula, a Local Assistance distribution by PY October Pupil Count using District of Residence/Accountability will be calculated and these funds will be pulled out and designated as Local Assistance funds. The balance of each member District's adjusted apportionment will become AB602 funding.

### SPECIFIC PROCEDURES:

#### **A. Determination of Member LEAs Special Education Apportionment**

1. The total Local Assistance grant award amount will be added to the AB602 Base and distributed by ADA ~~along with s part of the AB602~~ special education funding ~~formula~~ to determine each member LEA's apportionment.

#### **B. Determination of Local Assistance Entitlement**

1. After the member LEA's apportionment is calculated, a Local Assistance distribution by Pupil Count will be calculated, pulled out and designated as Local Assistance funds.
2. The balance of each member District's adjusted apportionments will become AB602 funding.
3. Member District's Local Assistance entitlement will be distributed by prior year unduplicated October Pupil Count (3-21 year olds) using District of Residence/Accountability.
4. Local Assistance entitlements are distributed to members with a copy of the grant letter upon the receipt of the grant letter from the State.

#### **C. Services to Parentally Enrolled Private School Students with Disabilities**

1. The West End SELPA may hire an individual(s) with experience in special education or a related field, on a consultant basis, to provide support to parentally placed private school students with disabilities.
2. The proportionate share of federal Local Assistance funds that must be used to support these students will be calculated using the procedures outlined by the California Department of Education (CDE) . After which, funding will be held at the SELPA to support said position(s).

#### **D. Transfer of Funds**

1. Local Assistance funds will be distributed on the federal funding cycle from the State to the San Bernardino County Superintendent of Schools.
2. The West End SELPA will provide SBCSS with an allocation spreadsheet, which calculates each member LEA's share of the Local Assistance Grant entitlement.

#### **E. Report of Expenditures**

1. Each member LEA will provide the SELPA with detailed information on how Local Assistance Grant dollars are expended using the Report of Expenditure forms.
2. Report 1 of Expenditures for the period of Jul 1 – Dec 31 shall be submitted to the SELPA in January of the current school year.
3. Report 2 of Expenditures for the period of Jan 1 – Mar 31 shall be submitted to the SELPA in April of the current school year.
4. Report 3 of Expenditures for the period of Apr 1 – Jun 30 will likely be a final report and shall be submitted to the SELPA in July of the following school year. If necessary, Report 4, Report 5, Report 6, and Report 7 must also be submitted per the terms of the grant.
5. The submitted Report of Expenditure form shall include appropriate documentation of the expenditures reported.
6. The final Report of Expenditure form must reflect expenditures greater than or equal to the member LEA's total Local Assistance Entitlement.
7. In the event a member LEA does not expend the total entitlement, the unexpended amount will be returned to the state.

## LOW INCIDENCE FUNDING (Exhibit I, Schedule B)

The Low Incidence Entitlement is calculated on the State Exhibit and is computed using the number of pupils with low-incidence disabilities, as reported in October of the prior year. Eligible age levels are from birth to age 22. Categories included in the count are: Hard of Hearing, Deaf, Visually Impaired, Orthopedically Impaired, and Deaf/Blind.

Audiological services expenses for students being served by West End Student Services are paid “off-the-top” of Low Incidence funding. After estimating these expenses as well as indirect costs, the remaining balance of Low Incidence funding is distributed to member LEAs by District of Residence/Accountability for the PY October Low Incidence pupil count. District specific allocations will be finalized at the completion of year-end closing.

District Low Incidence funding may be used to offset Low Incidence Fee-For-Service (FFS) charges for eligible students. Eligible students will have a Low Incidence disability listed as their primary or secondary disability. If there are unspent Low Incidence funds for the current school year, then they will be totaled and reallocated the following year to all members based on that year’s distribution percentages/method.

The District of Residence/Accountability for educational purposes will be responsible for submitting the necessary paperwork. For example, if a student receives educational services in a district classroom or Non-Public School, the District of Residence/Accountability would prepare the request for Low Incidence funds. If a student receives educational services in a provider program classroom, the provider (SBCSS and Chaffey) will notify the District of Residence/Accountability for the District of Residence/Accountability to prepare the request for Low Incidence funds.

### **SPECIFIC PROCEDURES: (Column E)**

#### **A. Designation of Authorized Signature**

1. Member LEAs entitled to Low Incidence Funding shall designate the person(s) authorized to sign the “Notice of Intent to Purchase” form to be submitted to the SELPA Office.

#### **B. Submission of Required Data**

1. Member LEAs wishing to be reimbursed through these funds shall submit the completed “Notice of Intent to Purchase” form to the SELPA Office. The total amount requested in the intent should include, in addition to the item(s), SALES TAX AND ESTIMATED SHIPPING CHARGES.
2. All notices of intent for the CURRENT YEAR shall be submitted to the SELPA Office for approval no later than May 1.
3. Equipment/services should be received by the member LEA by June 30 of the current year.
4. Upon receipt of purchase, member LEAs will forward an invoice to the SELPA Office for payment processing.
  - As backup, the invoice must include a copy of the approved notice of intent for purchases of equipment as well as a copy of the VENDOR INVOICE showing the

merchandise purchased. Please complete bottom portion of Intent including make, model, serial number, and member LEA's inventory control number when appropriate.

- Invoices for reimbursement shall be submitted to the SELPA office no later than July 15th of each year.
5. The SELPA Office shall determine the availability of funds and will forward for administrative approval. One copy of the signed acknowledgement will be returned to the member LEA.

#### C. Maintenance of Inventory Records

1. Education Code Section 35168 requires member LEAs to maintain an inventory of equipment purchases with a current value exceeding \$500.
2. In addition, as required by the Low Incidence State Guidelines, the SELPA Office must also maintain an inventory of all items purchased with Low Incidence Funds. This listing per member LEA is available upon request.

#### D. Accounting Treatment

1. For SACS accounting purposes, Low-Incidence purchases shall be recorded as an expense to the member LEAs with the transfer of Low Incidence funds recorded as member LEA revenue in object 8792.
2. Low Incidence funds transferred to member LEAs by the SELPA shall be recorded by the SELPA as an expense in object 5110.

### MENTAL HEALTH (Exhibit I, Schedule R)

Federal and State Mental Health funding is allocated to districts to provide Mental Health services to special education students. Districts contribute per ADA contributions to WESELPA in support of district mental health related expenditures. Routine expenses include but are not limited to:

- Residential room and board
- Mental health counseling
- WRAP counseling services
- Administrative costs
- Parent reimbursements

Unique circumstances for utilization of Mental Health funds will be considered on a case-by-case basis and may require Superintendents' Council approval.

Guidelines for travel reimbursement for students in residential placements have been established. Non-allowable expenditures include but are not limited to: First Class/Business Class airfare, travel expenses for family members, luxury hotels/accommodations, luxury vehicles, entertainment related expenses, and food (including meals and snacks).

To protect a small district (less than 1,000 ADA) from a Mental Health revenue allocation shortfall, a Mental Health Small School Protection Adjustment has been added to the Mental Health Distribution model. The specific procedures of the adjustment are outlined on page B-13.

**SPECIFIC PROCEDURES:****A. Mental Health per ADA Contributions**

1. The SELPA shall submit Mental health per ADA contribution transfers from member LEAs to WESELPA in accordance with the following procedures:
  - District Mental Health per ADA contributions will be transferred from state mental health funding. Only if district state mental health funding is fully exhausted will district federal mental health funds be used towards district per ADA contributions.
  - The initial 50% transfer based on funded ADA and projected expenses will be transferred in November/December after fiscal notification to the Superintendents' Council.
  - The mid-year 50% transfer based on funded ADA and projected expenses will be transferred in May/June after fiscal notification to the Superintendents' Council.
  - Any differences in Mental Health per ADA contribution amounts between the mid-year projections and actual final expenditures will be adjusted at the completion of year-end closing.

**PROGRAM SPECIALIST/REGIONALIZED SERVICES  
(Exhibit I, Schedule B)**

Program Specialist/Regionalized Services (PS/RS) is commonly referred to as RSPS funding for the SELPA. This PS/RS apportionment is part of the AB602 funding exhibit and is calculated by multiplying the current year PS/RS rate by the 2019/20 SELPA funded ADA. These funds are allocated to the SELPA in support of SELPA operating costs. The approved RSPS reserve is 10% of the AB602 current year allocation.

Should RSPS funding not be sufficient enough to cover related SELPA operating costs, then a SELPA level workgroup may be formed to discuss an option or options to be presented for approval consideration by the Superintendents' Council.

**SUPPORT OF THE COMMUNITY ADVISORY COMMITTEE:**

Education Code 56836.23 requires the fiscal and logistical support of the Community Advisory Committee. RSPS funding provides this support as necessary.

**MEDICAL THERAPY UNIT BUDGETS:**

The Medical Therapy Unit budgets are calculated based on students with IEPs served by the MTU on or around October of the prior year at a rate of \$12.00 per student. Budgets will be provided to the MTUs in September for the current year. MTU budgets are funded through RSPS funding.

Currently, there are two MTUs serving WESELPA member district students: 1) Etiwanda MTU (Frost) and 2) Montclair MTU (Moreno)

## PERSONNEL DEVELOPMENT (Exhibit I, Schedule Q)

Personnel (Staff) Development grant funding ~~was previously rolled into AB602 special education funding-is included in the AB602 Base funding amount.~~ The WESELPA portion of these funds must be taken off the top before the special education funding dollars are distributed to member LEAs. Currently, the WESELPA's Personnel Development funding is based on the 2012/13 per Pupil Count rate of \$0.945782 multiplied by the PY October pupil count.

### SPECIFIC PROCEDURES:

#### **A. Determination of SELPA Personnel Development**

1. The WESELPA's portion of Personnel Development is calculated by multiplying the per pupil count rate by the PY October pupil count.
2. Once calculated, it is taken off the top of the AB602 Special Education funding (before it is allocated to member LEAs) and funded directly to the WESELPA.

## NPS/LCI EXTRAORDINARY COST POOL APPORTIONMENT (Exhibit I, Schedule S)

CDE administers an extraordinary cost pool (ECP) to reimburse SELPAs for the extraordinary costs of single placements in nonpublic schools (NPS) and special education and related services for pupils residing in licensed children's institutions (LCI). Costs in excess of the applicable threshold amount will be eligible for reimbursement. If the statewide total reimbursable amount exceeds the appropriated amount for the pool, then CDE will prorate all claims.

The NPS/LCI ECP Apportionment will be reflected on PY Annual AB602 certifications only. The amount will vary from year to year based on the eligible extraordinary costs claimed for that year. A percentage of the NPS/LCI ECP apportionment will be transferred to the Joint Risk Fund (JRF) based on the NPS/NPA split for the year in which the ECP apportionment is based upon. The remaining balance will be distributed proportionately to member LEAs having costs that were claimed in excess of the CDE applicable threshold.

### SPECIFIC PROCEDURES:

#### **A. Claim process**

1. WESELPA will gather the necessary backup for NPS/LCI costs in excess of the CDE Applicable threshold and submit claim files using the Principal Apportionment Revenue Software.
2. The DAT files for these claims will be sent to SBCSS Internal Business Services by October 15<sup>th</sup> for electronic submission to CDE by October 30<sup>th</sup>.
3. SBCSS Internal Business will send the submission confirmation back to WESELPA.
4. WESELPA will mail hard copies of the supporting documentation to CDE.

**B. Distribution of NPS/LCI Extraordinary Cost Pool Apportionment**

1. The NPS/LCI ECP apportionment will be reflected on the PY Annual certification only.
2. Using the CDE ECP Claim Process breakdown, WESELPA will distribute a percentage of the apportionment to the JRF via transfer as follows:
  - 30% for ECP apportionments related to 2017/18 and prior
  - 20% for ECP apportionments related to 2018/19 and beyond
3. The remaining balance will be distributed to member LEAs having costs that were claimed in excess of the CDE applicable threshold.

**OUT-OF-HOME CARE FUNDING**  
**(Exhibit I, Schedule K)**

~~The Out-of-Home Care Funding is calculated for each special education local plan area (SELPA) for foster youth, pupils placed in the short-term residential therapeutic program and three other types of facilities located within a SELPA's geographic boundaries. Funding for each SELPA is based on five data components: the sum of cumulative enrollment for foster youth reported through California Longitudinal Pupil Achievement Data System; the average daily population at STRTP provided by the Department of Social Services; and pupil count data in community care, intermediate care, and skilled nursing facilities. GDE has changed the Out-of-Home Care funding methodology. The Fiscal Allocation Plan will be adjusted once the details of the change have been finalized by CDE. The prior funding methodology is shown below as a placeholder. The Specific Procedures used for the distribution of Out-of-Home Care Funding have not changed.~~

~~Funding for each SELPA is based on the bed count data for group homes and foster count data used in the 2016/17 school year as well as pupil count data for Community Care, Intermediate Care, and Skilled Nursing facilities as collected by the Department of Developmental Services as of April 1<sup>st</sup> of each year for children and youth ages 3 to 21. These counts are multiplied by the funding rate for each rate classification level (RGL).~~

**SPECIFIC PROCEDURES:****A. Distribution of Out-of-Home Care Funding**

1. The cost of the LCI Non-public school placements is totaled, minus LCFF ADA revenue, which is charged to the District of Residence/Accountability.
2. The adjusted LCI NPS expense total is subtracted from the total Out-of-Home care funding and the remaining revenue is distributed to all LEAs within the SELPA on a per ADA basis.
3. Member LEAs having LCI NPS costs are reimbursed 100% for those costs minus LCFF ADA revenue.

**REGIONAL PROVIDER PROGRAMS/FEE-FOR-SERVICE**  
**(Exhibit I, Schedule G, H1 thru H4)**

The regional provider program concept has been developed by the West End SELPA to address very specialized student program needs. These programs are designed by the SELPA Advisory Committee and approved by the Superintendents' Council. This model supports both the County Operated Regional Provider Program and the District Operated Provider Programs. Any LEA may be a regional provider program, but must adhere to the approved budget and program design, including staff to student ratio, daily/annual length of operation, curriculum, support systems/support staff, and staff development. Any regional provider program modification must be reviewed by a SELPA Level Workgroup, reported to the SELPA Advisory Committee, and presented to the Superintendents' Council for approval.

Students attending regional provider programs are transported from their home district to the regional provider classroom site. Classes operated by SBCSS may be located within the student's home district, but are still considered regional provider classes. Regional provider classrooms are initiated and operated to provide the full continuum of services to a critical mass of students. This allows for economy of scale in providing students with like needs in appropriate age groupings.

Funding of the Regional Provider Program is determined by applying Fee-For-Service rates to the number of non-resident students receiving educational services by the provider program. Revenue from the District of Residence/Accountability is reallocated to the LEA operating the provider program(s) **after** the AB602-~~of~~ ~~Mental Health~~ funding has been allocated to all SELPA member LEAs based on ADA.

### **SPECIFIC PROCEDURES:**

#### **A. Fee-For-Service Rates – Regional Provider Programs**

1. The County shall establish Fee-For-Service rates for its services based on projected actual expenses minus any applicable off-setting revenue divided by the projected number of students served in each program. These services include Specialized Academic Instruction (SAI), Preschool SAI, Low Incidence Related Services, Preschool Intensive Autism, Related Services, Interpreters, 1:1 Aide services, Early Start, First CLASS, and Intensive Therapeutic. Other Regional Program Operators develop their own Fee-For-Service rates.
2. On or before April of each fiscal year, the Regional Provider programs shall present to the SELPA Advisory Committee its fee-for-service rates for the following fiscal year. The recommendations will include a summary of program and fiscal changes that impact the fees for the following year. If necessary, a SELPA Level Workgroup will review these changes before the final rates are presented to the Superintendents' Council.

#### **B. Fee-For-Service Rates – SELPA**

1. The SELPA shall establish Fee-For-Service rates for its services based on projected actual expenses divided by the number of students served in each program or prior year rates which may be adjusted by projected COLA. ~~These services currently include Behavior Intervention Services.~~
2. On or before April of each fiscal year, the SELPA shall present to the SELPA Advisory Committee its Fee-For-Service rate for the following fiscal year. If applicable, a summary of program and fiscal changes that impact the fees for the following year will be included. If necessary, a SELPA Level Workgroup will review these changes before the final recommended rates are presented to the Superintendents' Council.

3. Currently, no reserve amount has been approved for the SELPA operated Behavior Intervention program.

#### **C. Fee-For-Service Student/Services Count**

1. The Fee-For-Service count is the special education student count and related service count of students placed outside their resident district. It is NOT an ADA count.
2. Fee-For-Service count shall be based on Regional Provider Program Count Reports generated by the SELPA office. These reports include, but are not limited to the following:
  - The Regional Provider Program Count Report by Student
  - The Regional Provider Program Count by Intensive Autism Class/Student
  - The Regional Provider Program Count Report by Service
  - The Regional Counseling Program Report by Student
  - The Behavioral Program Caseload Report
  - One-to-One Aide Report
  - Summary of Students in Provider Program Report
3. Preliminary count reports will be sent to all member LEAs based on November 1 and March 1 count dates. Member LEAs will have one month from the publishing date of the reports to audit, resolve discrepancies, and make appropriate changes in SEIS.
4. Each member LEA will designate one contact person that will be responsible for communicating and assisting in resolving count related discrepancies. SELPA will make this point-of-contact list available to all members.
  - The actual Fee-For-Service billing will be calculated on the AVERAGE number of student/services provided on December 1 and April 1 count dates. Reports based on the December 1 count date will be sent to all member LEAs on or about December 3. The April 1 count information including a Fee-For-Service Verification Form will be sent to all member LEAs on or about April 3. Members will have three weeks to audit and return any discrepancies to the WESELPA. Extended school year students are not captured on either date, but extended year expenses are included in Fee-For-Service Rates.
5. A final Summary of Students in Provider Program Report will be sent to each member LEA after all corrections have been finalized.

#### **D. Fee-For-Service Adjustment**

1. Fee-For-Service Adjustment is calculated on the AVERAGE number of services provided by each regional provider program operator based on the final audited December 1 and April 1 count dates.
2. The average number of students/services in each setting is then applied to the applicable fee rate.
3. Each member LEA's AB602- ~~funding or Mental Health apportionment per ADA~~ is then adjusted to shift revenues from the District of Residence/Accountability to the LEA operating a provider program.

#### **E. Regional Provider Program Expenditure/Budget Report**

1. If applicable, regional provider program operators will provide revenue and expenditure reports to the SELPA Advisory Committee, and Superintendents' Council at interim reporting and year end final.

#### **F. Regional Provider Program Operating Year End Balance (& Return)**

1. Unless instructed otherwise by the Superintendents' Council, the prior year regional provider program operating surplus, less any approved reserve, by each provider will be returned to member LEAs at the same percentage as members have paid for services. In the case of a provider program shortage, member LEAs involved may be assessed a higher fee in proportion to usage in the subsequent year, upon Superintendents' Council approval. The process for revenue adjustment is defined in section G of this section.
2. When a district receiving small school district protection qualifies for a give back, the total amount of that district's give back shall be redistributed to the remaining member LEAs based upon percentage of total give back recalculated without the small school district share included.

#### **G. Regional Provider Program Surplus/Shortage Adjustment**

1. The regional provider surplus will be returned by **the provider** at the same percentage as paying for services. In the event a provider's expenses exceed the revenue, member LEAs may be assessed a higher fee in proration to usage, following approval by the Superintendents' Council.
2. Percentage of revenue generated is then applied to surplus/shortage net amounts to determine member LEA's "return or owed" amount for each provider.
3. Total charge or "Give Back", less any prior approved adjustments, is then calculated.

### **LCFF Revenue Transfer (Special Education ADA)**

The existing fee-for-service model incorporates ADA revenue generated by district-funded students attending county operated special education programs. This is used to offset program costs before establishing fee-for-service rates. Transfers are completed twice per year, 50% after the P-1 certification, and a final settlement transfer after the P-2 certification.

#### **SPECIFIC PROCEDURES:**

##### **A. Calculation**

1. Utilizing the P-1 and P-2 CDE certification exhibits, ADA revenue is calculated utilizing data from the LCFF Entitlement for each district.
2. Grant amounts are calculated for each grade span and include the base grant, grade span adjustments, and supplemental and concentration grants (excluding additional 15% concentration grant tied to hiring more staff).
3. The final calculation is based upon the current year LCFF Entitlement CDE P-2 certification.
4. Prior year adjustments will not be made as a result of audit findings or ADA revisions.

##### **B. Transfer Process**

1. SBCSS shall process the amounts to be transferred from the member LEAs to SBCSS in accordance with the following schedule:
  - 50% of the amount based on the current year P-1 ADA after P-1 certification by the CDE will be transferred in March after ~~ratification~~ fiscal notification to by the Superintendents' Council.
  - The balance, adjusted to P-2 ADA for regular school year and Annual ADA for extended school year after P-2 Certification by the CDE, will be transferred in September after fiscal notification to ~~ratification by~~ the Superintendents' Council.

## SMALL SCHOOL DISTRICT PROTECTION ADJUSTMENT (AB602 & MENTAL HEALTH) (Exhibit I, Schedule I & R)

A small school district is defined as having less than 1,000 ADA.

### **AB602 - SMALL SCHOOL PROTECTION ADJUSTMENT: (Schedule I, Column K)**

Under the AB602 funding allocation model, it is possible that a small district's current year revenue allocation may be less than the revenue received in the prior year. To protect a small district from this possible shortfall, its revenue allocation will be adjusted to equal its prior year revenue allocation plus funded COLA.

#### **SPECIFIC PROCEDURES:**

##### **A. AB602 - Small School Protection Adjustment Calculation**

1. To determine the protected revenue level, calculate the special education revenue received by the small school district in the previous fiscal year adjusted apportionment (PY Schedule B, Column O) and increase by the current year state funded special education COLA/net deficit.
2. Subtract the small district's current year entitlement, after the adjustment for regional provider services (Fee-For-Service), facility expense, the Joint Risk Fund related reimbursement expense from the protected revenue level to determine shortfall, if any.
3. Multiply the shortfall by the ADA ratio for the remaining member LEAs. Deduct the resulting prorated share from the remaining member LEAs' revenue and add it to the small district's revenue.

### **MENTAL HEALTH – SMALL SCHOOL PROTECTION ADJUSTMENT: (Schedule R, Column MC)**

Under the current Mental Health funding allocation model, it is possible that a small district's proportionate share of Mental Health revenue may be less than the revenue received in the prior year is not enough to cover their FFS usage. To protect a small district from this possible shortfall, its revenue allocation will be adjusted to equal its prior year revenue allocation plus funded COLA.

#### **SPECIFIC PROCEDURES:**

##### **A. Mental Health - Small School Protection Adjustment Calculation**

1. To determine the protected revenue level, calculate the Mental Health revenue received ~~(after FFS adjustment)~~ by the small school district in the previous fiscal year (PY Schedule R, Column N) and increase by the current year state funded special education COLA/net deficit.
2. Subtract the small district's current year entitlement, ~~after the adjustment for regional provider services (Fee-For-Service)~~ from the protected revenue level to determine shortfall, if any.
3. Multiply the shortfall by the funded ADA ratio for the remaining member LEAs. Deduct the resulting prorated share from the remaining member LEAs' revenue and add it to the small district's revenue.

## JOINT RISK FUND: NPS/NPA/PARENT/OTHER AUTHORIZED REIMBURSEMENTS

## (Exhibit I, Schedule J)

The purpose of the JRF is to pay for regionalized expenses in support of SELPA member LEAs' special education needs. Routine expenses include but are not limited to:

- 100% of the LEA Legal/Due Process Expenses related to compliance findings and due process hearings and judgments not covered by the risk management JPA. Per the Local Plan, any district initiating contact with a legal advisor without prior approval from the WESELPA will bear the cost of the services.
- 30% of costs associated with parent reimbursements for services, placements, independent evaluations/assessments, and parent legal fees for settlements as a result of mediation or due process or SELPA level Alternative Dispute Resolution (ADR).
- Federal Court filings that are not directly related to due process decisions appealed to the federal court shall be funded through the District's JPA. Due process decision appeals may be first tendered to the District JPA, if not funded through the district's JPA, then the SELPA JRF would fund.
- 20% of Non-LCI Nonpublic School/Nonpublic Agency expense (after LCFF dollars generated by Non-LCI ADA placement have been subtracted)
- 30% of authorized parent/JRF related reimbursements.
- Reimbursement of State Special School Apportionment Adjustment
- Access to SELPA contracted vendors for services rendered to member districts at a 100% billback when not covered through the JRF structure.
- ~~Supplemental support to regionalized service programs and other extraordinary expenses that are approved by the Superintendents' Council upon petition by member LEAs. Examples include: —~~
- ~~Facility Expenses following a recommendation by the Facility Advisory Committee. These are expenses not funded through the SELPA Housing Equity Rate per Class or through the facilities refurbishment reimbursement process as outlined in the Facility Policy.~~
- ~~Supplemental Support to Regionalized Service Programs such as specialized evaluations/assessments, vocational services, transition services, unique transportation needs, behavior specialist support, autism support, occupational therapy, physical therapy, or counseling programs.~~
- ~~Extraordinary expenses associated with the provision of special education and related services/student costs unrelated to due process matters.~~
- 

Original expenses related to Non-LCI NPS/NPA placements, LCI NPS placements, and authorized parent/Joint Risk Fund (JRF) related reimbursements will be charged to the JRF (Budget 0282). The District of Residence/Accountability will reimburse the JRF for their share of the expense based on the procedures below.

It is the LEA's responsibility to provide trained staff for LEA programs. The JRF will not pay for 1:1 aides in the district classroom with the exception of when the NPA is agreed to for the purpose of transitioning a student from an in-home ABA program to a school program for a period of up to six weeks.

When agencies reimburse SELPA for IEP-approved Non-Public Agency costs, the JRF and District of Residence/Accountability revenues will be adjusted by the reimbursement using the applicable NPS/NPA split for the year in which the reimbursement is related to. If the reimbursement occurs after year-end closing is completed, the reimbursement will be shown as CY transfer of income revenue.

**SPECIFIC PROCEDURES:****A. NPS/NPA Non-LCI 80%**

1. The SELPA Resolution and Education Support Team (REST) ~~facilitates the processing of is responsible for generating all~~ NPS/NPA Authorized Reimbursement contracts and purchase orders charging the JRF (0282).
2. Invoices for services rendered are submitted to the SELPA Office to be processed for payment. An ATTENDANCE REPORT accompanies said invoices for each student served in a NPS.
3. Copies of the attendance report are kept at the SELPA and ADA information is provided to the resident district of the student at P-1, P-2, and Annual. This attendance is reported to CDE by the resident district's J-18/19 attendance report.
4. Each resident district will reimburse the JRF, through transfer, 80% of the difference between the total Non LCI NPS expenses and the LCFF dollars generated by the Non-LCI NPS ADA placement.
5. In addition, the District of Residence/Accountability will reimburse the SELPA Office the LCFF dollars generated by the Non-LCI NPS ADA placement.
6. The LCFF dollars generated by the Non-LCI NPS ADA placement will be calculated using an average revenue per ADA under LCFF. This average will be calculated by dividing each LEA's LCFF Entitlement by the Current Year Funded ADA as shown on the LCFF Calculation exhibit from CDE. The final calculation will be based on the current year P-2 certification.

**B. NPS LCI 100%**

1. The SELPA REST ~~facilitates the processing of is responsible for generating all~~ NPS/NPA parent contracts and purchase orders charging the JRF (Budget 0282).
2. Invoices for services rendered are submitted to the SELPA Office to be processed for payment. An ATTENDANCE REPORT or mileage claim accompanies said invoices for each student served in a NPS.
3. Copies of the attendance report are kept at the SELPA and ADA information is provided to the resident district of the student at P-1, P-2, and Annual. This attendance is to be reported on the resident district's J-18/19 attendance report as appropriate.
4. Each resident district will reimburse the JRF, through transfer, the amount equal to the state LCI NPS cost which will already include LCFF dollars generated by LCI NPS ADA placement.
5. The LCFF dollars generated by the NPS LCI ADA placement will be calculated using an average revenue per ADA under LCFF. This average will be calculated by dividing each LEA's LCFF Entitlement by the Current Year Funded ADA as shown on the LCFF Calculation exhibit from CDE. The final calculation will be based on the current year P-2 certification.
6. See Page B-9 for Out-of-Home Care revenue distribution procedures.

**C. 70% Authorized Parent/JRF Related Reimbursements**

1. Revenue associated to these types of expenses is not a part of the AB602 Base Entitlement, nor is it currently reimbursed by the state.
2. The SELPA REST is responsible for ~~facilitating the processing of generating all~~ contracts and purchase orders associated with authorized parent/JRF related reimbursements, which include but are not limited to attorney fees, unilaterally obtained related services, transportation, or other authorized expenses. Districts or SELPA may be responsible for generating contracts for Independent Educational Evaluations (IEEs)/Assessments.
3. When districts contract for IEEs as part of due process, an invoice for 30% of the approved costs should be submitted to the SELPA Consultant for payment. If the SELPA contracts for an IEE

as part of due process, the District of Residence/Accountability will quarterly reimburse the JRF 70% of total annual invoices.

4. Invoices for services rendered are submitted to the SELPA Office to be processed for payment.

#### D. 70% Authorized Reimbursement for Parent Attorney Fees

1. As the result of a mediation agreement or hearing decision, parent attorney fees as well as other contracts may require reimbursement.
2. ~~Following ratification by the Superintendents' Council, the~~ The JRF will pay 30% of the cost with the remaining 70% billed to districts using the JRF quarterly reimbursement transfer.

#### E. Independent Educational Evaluations/Assessments

1. The West End SELPA will provide support to districts in obtaining independent educational evaluations/assessments in a timely manner in accordance with the West End SELPA IEE board policy and administrative regulation and in compliance with the requirements of IDEA and related federal and state laws.
2. When the LEA has authorized an independent educational evaluation/assessment, the Director of Special Education will contact the SELPA REST with the name and contact information for the independent evaluator.
3. The West End SELPA REST will facilitate the processing of generate a contracts for the evaluation/s/assessments and invoice billback the LEA for the evaluation/assessment as follows:
  - In cases where the independent educational evaluation/assessment is the outcome of a due process complaint and/or ADR, the JRF will fund 30% of the cost and the LEA will be charged quarterly for 70% of the cost.
  - When the independent educational evaluation/assessment is not related to a due process complaint and/or ADR, the LEA will be charged quarterly for 100% of the cost of the evaluation/assessment.

#### F. SELPA Transfer Timeline

1. **November/December** - the total NPS/NPA Non-LCI 80%, the NPS LCI 100%, and 70% of the authorized parent/JRF related reimbursements **plus** LCFF dollars generated per NPS ADA as calculated by the SELPA on the Summary of NPS/NPA Expenditures form based on invoices received to date (1<sup>st</sup> Quarter). Present to SELPA Advisory Committee and Superintendents' Council at the November/December meetings.
2. **March** - the total of NPS/NPA Non-LCI 80%, the NPS LCI 100%, and 70% of the authorized parent/JRF related reimbursements **plus** LCFF dollars generated per NPS ADA as calculated by the SELPA on the Summary of NPS/NPA Expenditures form based on invoices received to date (2<sup>nd</sup> Quarter), **less** the 1<sup>st</sup> quarter reimbursement request. Present to SELPA Advisory Committee and Superintendents' Council at March meetings.
3. **May** - the total of NPS/NPA Non-LCI 80%, the NPS LCI 100%, and 70% of the authorized parent/JRF related reimbursements **plus** LCFF dollars generated per NPS ADA as calculated by the SELPA on the Summary of NPS/NPA Expenditures form based on invoices received to date (3<sup>rd</sup> Quarter), **less** the 1<sup>st</sup> and 2<sup>nd</sup> Quarter reimbursement requests. Present to SELPA Advisory Committee and Superintendents' Council at May meetings.
4. **July** – districts will be notified of the final 4<sup>th</sup> quarter JRF reimbursement amount by July 31.
5. **September** – the balance of the total NPS/NPA Non LCI 80%, the NPS LCI 100%, and 70% of the authorized parent/JRF related reimbursements **plus** the LCFF dollars generated by NPS ADA, **less** all reimbursements previously transferred. Present to SELPA Advisory Committee and Superintendents' Council at September meetings (Final 4<sup>th</sup> Quarter).

<b>JOINT RISK FUND: CONTRIBUTION AND RETURN</b> <b>(Exhibit I, Schedule F)</b>
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~~A portion of The~~ Joint Risk Fund (JRF) revenue will be generated from member LEA contributions. These contributions will be calculated based on a Superintendents' Council approved dollar amount multiplied by the member LEA's projected current year P-2 ADA. The 202~~23~~/~~234~~ JRF contribution rate is ~~\$53,3350.73~~ per ADA (Approved ~~5/19/235/13/22~~). A reserve of \$400,000 has been established and will be reconsidered as needed.

JRF revenue that is in excess of annual expenses and approved reserve will be returned to member LEAs in the following school year after completion of year-end closing of financial records.

### **SPECIFIC PROCEDURES:**

#### **A. JRF Contribution**

1. The SELPA shall present the next year JRF contribution rate for approval in April/May. Member LEAs' contribution to the JRF will be calculated based on a Superintendents' Council approved ~~contribution rate dollar amount~~ multiplied by current year P-2 ADA.
2. The SELPA shall submit ~~by approved transfer~~ the amounts to be transferred from the member LEAs to the JRF (0282 Mgmt) in accordance with the following schedule:
  - 50% of the estimated amount based on the estimated CY P-2 ADA will be transferred in November/December ~~after fiscal notification to following ratification by~~ the Superintendents' Council.
  - The balance adjusted to the actual CY first submission of P-2 ADA will be transferred in May/June ~~after fiscal notification to following ratification by~~ the Superintendents' Council.
3. The JRF contribution will not be recalculated after the closing of financial records.

#### **B. JRF Return**

1. Prior year JRF revenue in excess of expenses and approved reserve will be returned to member LEAs at the completion of year-end closing of financial records. This process shall be completed by November 30.
2. On an annual basis, after year-end closing, ~~a~~ JRF analysis will calculate each member LEA's "usage" by comparing their revenue contributions (including quarterly reimbursements) to their expenses. Data that is unavailable or received after the preparation of the usage analysis will not be used in the calculation.
  - Shared expenses are expenses that cannot be directly tied to a specific member LEA(s). Such expenses will be isolated and treated as "off-the-top" expenditures. Each member LEA's JRF usage calculation will not reflect shared expenses.
3. Using the annual JRF usage analysis as a guide, member LEAs that underutilize the JRF by contributing more than they spend will be given the following return priority:
  - If the return is large enough, underutilizing LEAs will be fully reimbursed for their amount of under usage. After which, the remaining balance of the JRF return will be distributed to all member LEAs by their percentage of ADA.
  - If the amount of JRF return is not enough to fully reimburse underutilizing LEAs, then only member LEAs that underutilize the JRF will get a return. In this case, the return

would be distributed by proportionate share of under usage. Member LEAs that over utilize the JRF by spending more than they contribute will not be eligible for a JRF return.

4. In the event JRF expenses exceed JRF revenue in a fiscal year, member LEAs will contribute to the JRF through an additional per-ADA charge to all members.
5. The SELPA shall report projected JRF revenue and expenditures to the SELPA Advisory Committee and the Superintendents' Council per the annual budget process.

## JOINT RISK FUND: ACCESS

When a member LEA receives notification that a request for due process has been filed against and/or by the LEA and/or alternative dispute resolution (ADR) has been requested by either party, the LEA will notify the West End SELPA – Resolution and Education Support Team (REST) Program Manager and/or In-house Counsel immediately if the LEA desires to use Joint Risk Fund (JRF) funds to help cover costs. ~~If the LEA desires to use JRF funds to help cover costs, the~~ The West End SELPA REST Program Manager and/or In-house Counsel will coordinate next steps which will include either scheduling a facilitated resolution session for ADR, ~~referring~~ addressing the case ~~internally through~~ over to our In-House Counsel ~~in-house attorney~~, or connecting member districts with one of our contracted law firms when approved. When accessing the JRF to help cover the cost of expenses, the member LEA will retain decision-making authority throughout due process and/or ADR proceedings.

To access the JRF, the LEA must notify the West End SELPA and allow the West End SELPA REST Program Manager and/or In-house Counsel to coordinate the process to access supports and services. By involving the West End SELPA in the process, the member LEA will receive access to the JRF as outlined in the Fiscal Allocation Plan. Member LEAs are not required to involve the West End SELPA REST in due process cases and/or ADR, however, the LEAs will bear 100% of all related expenses for due process and/or ADR cases in which the West End SELPA REST is not involved.

After a settlement agreement has been reached and signed, the involvement of the West End SELPA and additional access to the JRF will cease and be considered concluded for that case. Any subsequent IEP meeting, due process filing, and/or ADR will re-start the process. Any future due process filing and/or ADR request must involve the West End SELPA REST Program Manager and/or In-house Counsel in order to access the JRF funds.

## JOINT RISK FUND: WITHDRAWAL/TERMINATION OF MEMBER LEA

When a member LEA withdraws or is terminated from the West End SELPA, they will no longer have access to the Joint Risk Fund (JRF). Therefore, all original expenses related to settlement agreements, Non-LCI NPS/NPA placements, LCI NPS placements, and authorized parent and JRF related reimbursements such as attorney fees, unilaterally obtained related services, transportation, independent educational evaluations/assessments, or other authorized expenses will become the exclusive responsibility of the withdrawn/terminated LEA as of the effective date of the withdrawal/termination.

For settlements/agreements that have been agreed upon before the date of withdrawal/termination, the West End SELPA will continue to use the JRF to process related expenses up until the effective date of the

Updated: September 202~~3~~<sup>2</sup>

withdrawal/termination. After which, the withdrawn/terminated LEA will be exclusively responsible for all NPS/NPA contracts, purchase orders, and invoice payments including parent reimbursements and the reimbursement of parent attorney fees.

The withdrawn/terminated LEA will be entitled to their proportionate share of the JRF return up until the effective date of the withdrawal/termination. The specific procedures of the JRF return are outlined in the “Joint Risk Fund: Contribution and Return” section of the Fiscal Allocation Plan.

The withdrawn/terminated LEA will also be entitled to their proportionate share of the JRF and RSPS reserve amounts held by the West End SELPA. The reserve amounts will be calculated at the completion of year-end closing for the final fiscal year in which the withdrawn/terminated LEA was a member of the West End SELPA. The proportionate share of reserves will be based on the LEA’s proportionate share of ADA as of P-2 for the final fiscal year in which the withdrawn/terminated LEA was a member of the West End SELPA.

## FACILITIES EXPENSE (Exhibit I, Schedule L)

In recognition of the need for West End SELPA districts to provide appropriate classroom facilities for SBCSS West End Student Services as well as regional provider programs, the Superintendents’ Council approved the SELPA Facilities Expense policy.

### **SPECIFIC PROCEDURES: (Column H-W)**

#### **A. Determination of Facilities Expense**

1. The Facilities Expense is determined by taking approved district/LEA reported figures for grounds, maintenance, and operations, as well as allowed administration costs and calculating a per classroom cost for the entire district. These figures will be taken from each district’s prior year Unaudited Actuals Indirect Cost Rate Worksheet from the CDE SACS Financial Reporting Software, on an annual basis.
2. Allowable costs are:
  - Plant maintenance and operations, Part III, Base Cost (11). Plant maintenance and operations includes those activities necessary to keep the physical plant and grounds open, clean, comfortable, in working condition, and in a state of repair. Plant maintenance includes those activities that are required to repair, restore, or renovate school property, including grounds, buildings, site improvements, building fixtures, and service systems. Direct charges to the plant maintenance program include salaries of directors and supervisors of maintenance, carpenters, painters, electricians, plumbers, maintenance clerks, and similar employees; employee benefits for all employees in this program; necessary materials and supplies; rental and replacement of plant maintenance equipment; contracts for repairing, restoring, or renovating the grounds, buildings, or equipment, including re-grading sites and repairing retaining walls, walks, driveways, sprinkler systems, and playground apparatus or equipment; reseeding of lawns; repainting; repairs to or replacement of roofs, walls, heating and air-conditioning units, and electrical and plumbing installations; repairs to building fixtures; resurfacing

and refinishing of floors; movement of movable walls or partitions; and acquisition and replacement of related equipment.

- Changes of partitions (non-movable types), walls, and roof structures are excluded from plant maintenance and should be charged to the facilities acquisition and construction program.
  - Plant operations. Plant operations are housekeeping activities concerned with keeping the physical plant open and ready for use. Included activities are cleaning and disinfecting; heating and lighting; communications; maintenance of power; moving of furniture; caring for grounds; garbage and trash disposal; laundry and dry-cleaning service, including the rental of towels; rental of equipment, such as floor polishers; soft water service; and such other housekeeping activities as are repeated on a daily, weekly, monthly, or seasonal basis.
  - Direct charges to the operations program include salaries of directors, supervisors, and staff assigned to operations, custodians, guards, gardeners, telephone switchboard operators, truck drivers, operational clerks, security personnel, and similar employee(s); employee benefits for all employees in this program; supplies, including brooms, brushes, disinfectants, fuses, garbage cans, light bulbs and fluorescent tubes, mops, wax, soap, toilet paper, towels, outdoor flags, weed killers, and fertilizers; office supplies; repair and maintenance of equipment used in this program; and acquisition and replacement of related equipment.
  - An Indirect Cost Rate will be applied as specified in the West End SELPA Facility Policy, Items 3 (a), (c), and (d). The CDE School Fiscal Services Division Restricted Indirect Cost Rate Sheet will serve as the resource document.
3. The total of costs captured in item 2 is divided by the total number of classrooms in the district per the Program Cost Report Schedule of Allocation Factors for Support Costs, Part 4 Classroom Units – Item BC, and ~~also then~~ divided by 960 square feet per classroom to determine both a cost per class and a cost per square foot. The SELPA Housing Equity Rate is determined by taking the average cost per class of all districts within the SELPA.
  4. The rate will be recalculated each year utilizing SACS Financial Reporting Software data.
  5. Districts housing County or regional provider classrooms are responsible for routine maintenance and utility costs.

## B. Calculation of Annual SELPA Reimbursement Rate

1. District Commitment
  - The number of pupils from residence districts enrolled in each County or provider program is determined by the current year December pupil count, less students served in leased or County-owned facilities (Columns H-K). County-owned/leased sites have a different billing procedure. See County-owned/leased Facilities Transfer Procedures.
  - The residence district pupil counts are used to calculate a ratio percentage (Column M) based on the total number of pupils served. This ratio percentage is then multiplied by the total number of classrooms provided by districts (Column N) which includes a provider program classroom count that is calculated by dividing the total number of students served by the provider program by ten.
  - The aggregated result is the initial number of classrooms for which each district is financially responsible (Column P).
2. Comparison of Financial and Programmatic Commitment

- The total number of classrooms provided by districts (Column N) is now compared to the number of classrooms for which each district is financially responsible for (Column P).
- If the actual number of classes needed matches the net district's financial commitment, then the district provides the space at no cost to the SELPA.
- If the actual number of classes provided is less than the district's responsibility, the district will be billed for the difference at the SELPA rate per class. The initial district charge is calculated by multiplying the difference times the Housing Equity Rate, which is recalculated annually. (Column S)
- If the actual number of classes provided is greater than the district's responsibility, the district will be reimbursed for the difference at the SELPA rate per class. The initial district reimbursement is calculated by multiplying the difference times the Housing Equity Rate. (Column S)

### **C. Calculation of Medical Therapy Unit (MTU) Charges and Reimbursements (if applicable)**

#### 1. District Charge

- Each district's charge is calculated by multiplying the percentage of non-LCI pupils receiving MTU services (Column V) times the total cost per square foot (Column T) which is calculated by multiplying the MTU square footage by the SELPA Housing Equity Rate per square foot.

#### 2. Calculation of Total District Charge

- The individual charges and reimbursements are totaled for each district (Column W), and the district is either charged or reimbursed for facilities based on the computed total.

### **D. Billing and Payment Process**

1. The SELPA office will determine each district's financial responsibility based on the CY December pupil counts for each program, as well as the CY October counts of students receiving MTU services.
2. The SELPA office will charge and/or reimburse districts through transfer.

## **COUNTY-OWNED/LEASED FACILITY TRANSFER** **(Exhibit I, Schedule L)**

County-owned (preschool) or any leased facilities expense will be funded by a charge to Districts of Residence/Accountability based on the percentage of students served in the provider programs housed in each county-owned or leased facility.

When provider program property is owned and maintained by SBCSS for preschool, member LEAs will contribute to the maintenance and operating costs equal to the percentage of students served in the preschool provider programs at that site. For K-12 provider programs housed at County-owned property, maintenance and operating costs are included in the Fee-For-Service expense.

### **SPECIFIC PROCEDURES: (Column A-G)**

**A. Billing Process**

1. Allowable costs to be included in County-owned/leased Facility Billing include maintenance, and operation costs associated with the County-owned/leased facility. A per pupil cost, based on December 1 Pupil Count, is then determined and charged to the appropriate member district.
2. The provider program operator will present projected County-owned/leased costs in November/December of each fiscal year. As approved by Superintendents' Council, 50% of the projected County-owned/leased facility costs for the current fiscal year will be billed in November to the appropriate member district based on the estimated December 1 Pupil Count. The mid-year 50% will be billed in March based on mid-year projected costs and distributed to the appropriate member district based on the actual December 1 Pupil Count. Any differences between the mid-year projections and actual final expenditures will be adjusted the following September at the completion of year-end closing.

**WEB-BASED IEP  
(Exhibit I, Schedule N)**

The West End SELPA contracts with San Joaquin County Office of Education for implementation of the Special Education Information System (SEIS), which is a web-based IEP program. West End member LEAs incur the total web-based IEP cost on a per Pupil Count basis. These annual expenses include license and customization fees. Additional costs for e-signature features or maintenance fees associated with customized web-based IEP forms may also be incurred.

**SPECIFIC PROCEDURES:****A. Transfer Process**

1. The SELPA shall submit by transfer the amounts to be transferred from the member LEAs to the Joint Risk Fund (0282 Mgmt) in accordance with the following schedule:
  - 50% of the amount based on the PY October pupil count will be transferred in November/December after ~~fiscal notification to ratification by~~ the Superintendents' Council.
  - The balance adjusted to the actual CY October pupil count will be transferred in May/June after ~~fiscal notification to ratification by~~ the Superintendents' Council.

**COUNTY TRANSPORTATION EXCESS COST  
(Exhibit I, Schedule M)**

After state revenue is deducted, all monthly transportation costs for the West End county programs are prorated to each district by the number of district students being transported by San Bernardino County Superintendent of Schools.

**SPECIFIC PROCEDURES: (Column A-G)**

**A. Determination of Billable Excess Cost for Transportation**

1. The transportation vendor's contract lists specified hourly rates for each type of vehicle used to transport students.
2. The SBCSS determines each route for each bus the vendor runs on a daily basis.
3. Any and all route changes for each bus are made by the SBCSS daily and sent to the vendor. This is necessary due to the constant additions and deletions of students from the daily routes, changes to student residence and minimum day schedules. The SBCSS is very conscious of the need to be as efficient in its' planning, thus minimizing costs.
4. At the end of each month all transportation costs are summarized by SBCSS. A summary of the cost for each bus is analyzed and costs are determined by:
  - Determining total transportation costs, by bus
  - Deducting all non-special education trips (i.e. field trips)
  - Balance of costs divided by the percentage of students in the county program and the number of students transported to district programs.

**B. Expense Billing Process**

1. All transportation vendor costs for the West End county programs are compiled for the year. This amount is combined with the SBCSS internal operating costs. The net expenditure, after state revenue is deducted, is prorated to each district by the number of district students being transported by SBCSS. The average number of students transported within the regular academic school year is calculated for each district.
2. 50% of the estimated transportation excess cost for the current year fiscal year will be billed in November/December with the final 50% billed in February/March based on mid-year projected costs. Any differences between the mid-year projections and actual final expenditures will be adjusted the following November/December at the completion of year-end closing.

**C. Budget Development and Revisions**

1. Preliminary budgets for the upcoming fiscal years are presented to the SELPA in March based on the level of service being provided at the time.
2. In October, the budget will be revised and presented to the SELPA in November/December.
3. In January, the data for the first half of the academic year is reviewed and projections for the current year are revised and shared with the SELPA in March.
4. In July, all expenses are calculated, including SBCSS internal operating costs and the transportation vendor costs. State revenue is applied and the excess cost is split amongst the districts based on the annual average amount of students within the District of Residence/Accountability. Accruals are provided for the districts in August.

**D. Student Counts**

1. Each month the SBCSS e-mails each district a list of students that are transported to both county and district programs by the transportation vendor.

**STATE SPECIAL SCHOOLS ADJUSTMENT**  
**(Exhibit I, Schedule E)**

California Education Code Section 59300 requires the school District of Residence/Accountability of the parents or guardians of any residential student attending a state special school to pay ten percent (10%) of the excess annual cost of education for those students.

At the time of each school year's first principal apportionment, LCFF adjustments are made by the State Controller for estimated attendance and costs generated for students attending state special schools during that specific school year. After the close of each school year, final adjustments are made to the principal apportionment. The adjustments, which are made by the State Controller, are the result of actual attendance and costs generated for students attending the state special schools during that year, compared to the previous estimated apportionment adjustment.

The final adjustments may reflect changes to the previous billings for one or more of the follow reasons:

- Students moved in or out of the District of Residence/Accountability
- Students incorrectly billed to wrong District of Residence/Accountability
- Students not enrolled in state special school entire school year
- Changes in residency status, i.e., day student to resident student

The SELPA Office maintains a list of the students, with their District of Residence/Accountability, that are attending any of the state special schools. Placements may be at either California School for the Deaf, Riverside (CSDR), or California School for the Blind, Fremont.

It has been the policy of the West End Special Education Local Plan Area to reimburse districts, from the Joint Risk Fund, for the ten percent (10%) annual excess costs that are withheld from state apportionment for residential students placed in state special schools.

## **SPECIFIC PROCEDURES:**

### **A. State Special School Reimbursement Process**

1. The State School provides the District of Residence/Accountability with a list of students placed in state special schools in September or October of each school year.
2. About February of each school year, the Business Advisory Services of the County Schools office receives a letter of notification from the State Department of Education indicating the dollar amount withheld from any individual school district within San Bernardino County representing the estimated ten percent (10%) of the students' educational excess cost.
3. It is the responsibility of the SELPA office to obtain a copy of said notification from the County Office.
4. Upon receipt of the letter copy, the SELPA office will reimburse, through transfer, each resident district for the estimated ten percent (10%) costs, ~~after fiscal notification to upon ratification by~~ the Superintendents' Council.
5. Following the close of the school year, usually the following February, a letter will be received from the State Department indicating the actual ten percent (10%) costs for the previous school year for students enrolled in state special schools. These costs can reflect either a reduction of the districts' principal apportionment, should the costs be more than previously estimated; or an addition to the districts' apportionment, should the actual costs be less than previously estimated.

6. Upon receipt of a copy of this letter from the county office and after fiscal notification to ratification by the Superintendents' Council, SELPA will reimburse the district an amount equal to the amount withheld from districts' apportionment.

## OTHER GRANTS/SOURCES (Exhibit I, Schedule O & R)

### LEARNING RECOVERY:

~~One-time fund apportioned to special education local plan areas (SELPAs) based on pupils with exceptional needs as reported in Fall 1 Census for the 2019-20 and 2020-21 fiscal years. The purpose of these funds is to provide learning recovery support to pupils, as defined in Assembly Bill 130, Section 161, associated with impacts to learning due to school disruptions stemming from the COVID-19 public health emergency during the period of March 13, 2020, to September 1, 2021, inclusive.~~

### MENTAL HEALTH: (Schedule R)

~~Mental Health is a per-ADA allocation to provide Mental Health services to special education students. Mental Health is funded with Federal and State dollars on an annual basis and is not part of AB602 funding.~~

~~Federal funds will be used to cover a portion of the residential/counseling/WRAP services expenses. The remaining residential/counseling/WRAP services expenses, administrative costs, and parent reimbursements will be charged as "off the top" costs to the state allocation before distribution to the districts using current year P2-ADA. Unique circumstances for utilization of Mental Health funds will be considered on a case-by-case basis and may require Superintendents' Council approval.~~

~~Guidelines for travel reimbursement for students in residential placements have been established. Non-allowable expenditures include, but are not limited to: First Class/Business Class airfare, travel expenses for family members, luxury hotels/accommodations (maximum \$120 per night), luxury vehicles, entertainment related expenses, and food (including meals and snacks).~~

~~An adjustment to district distribution totals is made for LEAs using the counseling and/or Intensive Therapeutic Fee-For-Service programs provided by another LEA. The adjustment adheres to the Fee-For-Service rate and count procedures outlined in the Regional Provider Program/Fee-For-Service section of the Fiscal Allocation Plan on page B-9. However, transfer of funds for the counseling Fee-For-Service program are taken from Mental Health funding instead of AB602 funding.~~

~~To protect a small district (less than 1,000 ADA) from a Mental Health revenue allocation shortfall, a Mental Health Small School Protection Adjustment has been added to the Mental Health funding allocation model. The specific procedures of the adjustment are outlined on page B-12.~~

**PRESCHOOL FUNDING: (Schedule O)**

- The Federal Preschool Grant (PCA 13430) revenue is used to offset the cost of the First CLASS Program (ages 3-5) operated by West End Student Services. The grant also funds a small portion of personnel costs for employees working with preschool students for the West End SELPA.
- The Infant/Early Start Program (ages 0-2.11) is operated by West End Student Services and is partially funded by Infant Discretionary Funds (PCA 24462), the SELPA Infant Program Part C Entitlement (PCA 23761), and State Infant Funding dollars.
- The Preschool Staff Development Grant (PCA 13431) is overseen by the West End SELPA. These funds provide for preschool staff development opportunities for personnel working in preschool programs that serve students with disabilities (ages 3-5).

**SPECIAL EDUCATION DISPUTE PREVENTION AND DISPUTE RESOLUTION:**

~~One-time fund apportioned to special education local plan areas (SELPAs) based on pupils with exceptional needs as reported in Fall 1 Census for the 2019-20 and 2020-21 fiscal years. The purpose of these funds is to support local educational agencies in conducting dispute prevention and voluntary alternative dispute resolution activities to prevent and resolve special education disputes resulting from school disruptions stemming from the COVID-19 public health emergency during the period of March 13, 2020, to September 1, 2021, inclusive.~~

**SPECIAL EDUCATION ALTERNATE DISPUTE RESOLUTION: (Schedule O)**

Special Education Alternate Dispute Resolution (SPED ADR) funds are used to develop and test procedures, materials, and training to support special education alternate dispute resolution. Funds may also be used to resolve disputes at the local level.

**TRANSITION PARTNERSHIP PROGRAM: (Schedule O)**

The Inland Empire District of the Department of Rehabilitation, San Bernardino ~~Branch~~Branch, and the West End Special Education Local Plan Area, through its Administrative Unit, San Bernardino County Superintendent of Schools, combine staff and resources to provide vocational rehabilitation services through the Transition Partnership Program (TPP) to high school age youth~~s~~ with disabilities.

The WESELPA Transition Partnership Program will focus on serving students with disabilities ages 16-22 within the following school districts: Chaffey Joint Union High School District, Upland Unified School District, and Chino Valley Unified School District. Students in either their junior or senior year of high school are targeted for services. DOR Student Services consist of five fundamental activities:

1. Job Exploration Counseling
2. Work-Based Learning Experiences
3. Postsecondary Education Counseling
4. Workplace Readiness Training
5. Instruction in Self-Advocacy

**WORKABILITY I: (Schedule O)**

The mission of WorkAbility I (WAI) is to promote the involvement of key stakeholders including students, families, educators, employers, and other agencies in planning and implementing an array of services that will culminate in successful student transition to employment, lifelong learning, and quality of life.

WorkAbility I serves secondary and middle school special education students. Grant Awards are for the purpose of providing special education students with comprehensive pre-employment services, employment training, work-site training, and follow-up services. Grant awards are formula-driven, and allocations are funded based on number of students to be served.

## MAINTENANCE OF EFFORT (MOE)

Per the federal Office of Special Education Program, the CDE is required to invoice the individual LEAs that fail to meet the IDEA MOE SEMA compliance test (actual vs. actual comparison). For a multi-district SELPA, the CDE will invoice the LEAs that fail to meet the compliance test, not the SELPA.

For the IDEA MOE SEMB eligibility test (budget vs. actual), the amount withheld is not equal to the amount of the failure. If a LEA fails to meet the IDEA MOE eligibility test, then the CDE will ensure that the SELPA is withholding the amount the LEA would have received on the basis of the SELPA's allocation model. If the amount the SELPA withholds is significantly different from the amount CDE has determined on the basis of the federal funding formula, then the CDE will contact the SELPA.

## APPENDICES/EXHIBITS

## APPENDIX A: GLOSSARY OF TERMS/ACRONYMS

AB602	Assembly Bill 602 (Chapter 854 of the Statutes of 1997), the bill that implemented the new special education funding model.
ADA	Average Daily Attendance
ADD/ADHD	Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder
ADR	Alternative Dispute Resolution: Alternative methods to resolve disputes prior to due process
ADRE	Alternative Dispute Resolution Expansion
APE	Adaptive Physical Education
ARRA	American Recovery and Reinvestment Act
AT	Assistive Technology
AU	Administrative unit of a SELPA
Base Allocation	The calculated special education funding entitlement for each LEA
Apportionment	State aid given to a school district or county office of Education
CAC	Community Advisory Committee
CAHSEE	California High School Exit Exam
CalSTAT	California Services for Technical Assistance and Training
CARS	California Association of Resource Specialists
CASEMIS	California Special Education Management Information System
CBEDS	California Basic Education Data System
CCI	California Career Innovations
CCR	California Code of Regulations (Title 5) or Coordinated Compliance Review
CCS	California Children's Services
CDE	California Department of Education
CFR	Code of Federal Regulations
COE	County Office of Education
COLA	Cost-of-Living Adjustment
CSDR	California School for the Deaf at Riverside
D & HOH	Deaf and Hard of Hearing
DCH	Development Centers for the Handicapped
DDS	Department of Developmental Services
DHS	Department of Health Services
DIS	Designated Instruction and Services
DOF	Department of Finance

Due Process	Procedural safeguards established to manage resolution of disputes between parents and LEAs, including both mediation and hearings as options.
EC	Education Code
ECP	Extraordinary Cost Pool
ED	Emotional Disturbed or Emotional Disturbance
Encroachment	The difference between the amount spent on a particular program and the amount of categorical aid received for that program. In different words, the encroachment is the amount of unrestricted general fund monies spent in support of a categorical program.
Entitlement	The amount of revenue that an agency is entitled to receive. Special education funding is based on entitlements, not current expenditures and, furthermore, entitlements are subject to deficits.
ESL	English as a Second Language
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FFH	Foster Family Home
FFS	Fee-For-Service
FTE	Full-time Equivalent
Hold Harmless	A formula providing a guarantee of no loss in funding for an agency when a change in law or data would otherwise require a loss in funding.
IA	Instructional Assistant
IDEA	Individuals with Disabilities Education Act – the Federal law regarding special education
IEE	Independent Educational Evaluations or Evaluators
IEP	Individualized Education Program
ISA	Individualized Service Agreement (for NPS/A)
ISP	Individualized Service Plan (for private schools)
ITP	Individualized Transition Program
IWEN	Individual with Exceptional Needs (i.e., student in special education)
J-50s	The state forms used to calculate special education funding from 1980-81 through 1997-98.
JRF	Joint Risk Fund
KPI	Key Performance Indicators
LEA	Local Education Agency, Charter School or SBCSS
LCFF	Local Control Funding Formula

LCI	Licensed Children's Institution (often used as a generic term to also encompass foster family homes and residential medical facilities) - in this document, LCI refers to both students in licensed children's institutions (group homes) and foster family homes.
LD (or LH)	Learning Disabled (Learning Handicapped)
LEA	Local Educational Agency (i.e., a school district or county office of education)
LGFC	Local General Fund Contribution
Low Incidence	Disabilities of hearing impaired, blind, deaf-blind, and orthopedically impaired
LRE	Least Restrictive Environment
MOE	Maintenance of Effort
MOU	Memorandum of Understanding
NCLB	No Child Left Behind
NPS/NPA	Nonpublic Nonsectarian School/Nonpublic Nonsectarian Agency
NSH	Non-Severely Handicapped
OCR	Office of Civil Rights
OT	Occupational Therapy/Therapist
PERS	Public Employees' Retirement System
PROMISE	Promoting the Readiness of Minors in Supplemental Security Income
Proration	Sometimes when a new program is implemented, it is not fully funded initially, and a proration factor is used to reduce funding to the amount available. Unlike a deficit, which is unintended, a proration is usually known ahead of time, with no expectation of being funded.
PS/RS	Program Specialist/Regionalized Services
PT	Physical Therapy/Therapist
RCL	Rate Classification Level for LCI placements
REST	Resolution and Education Support Team
ROC/P	Regional Occupational Center/Program
RS	Resource Specialist or Regionalized Services      Regional services, personnel development, program evaluation, data collection/management information systems, curriculum development, etc.
Revenue Limit	Funding rate assigned to each district/county office for average daily attendance (ADA) revenues. Revenue limit dollars generated by special day students constitute the first source of funding for base allocations.
RLA	Responsible Local Agency
RSP	Resource Specialist Program (no longer used in CASEMIS)
RSPS	Commonly used SELPA acronym for Program Specialist/Regionalized Services(see also PS/RS)

SACS	Standardized Account Code Structure
SAI	Specialized Academic Instruction
<u>SBCSS</u>	<u>San Bernardino County Superintendent of Schools</u>
SBE	State Board of Education
SDC	Special Day Class (no longer used in CASEMIS)
SELPA	Special Education Local Plan Area
SESR	Special Education Self Review
SH	Severely Handicapped
SIP	School Improvement Plan
SLS	Speech and Language Specialist
SOP	State-Operated Programs (Diagnostic Centers, School for the Blind/Deaf)
SSI	Supplemental Security Income
SST	Student Study Team; also Student Success Team
START	Screening, Treatment, Assessment, Referral and Treatment
STRS	State Teachers Retirement System
Superintendents' Council	SELPA governing board composed of superintendent from each member district or LEA
Support Services	Services required supporting the special education program, including assessment services, administration, maintenance and operations, supplies and equipment, etc.
TPP	Transition Partnership Program
Unit	An instructional service consisting of a teacher, and where appropriate, one or two instructional aides
WA1	WorkAbility 1
<u>WESELPA</u>	<u>West End SELPA</u>

## APPENDIX B: HISTORY

### 1990/91

- Low Incidence timeline adopted (Approved 10/19/90)
  - Purchases shall be completed by April 15 of each year
  - Invoices for reimbursement must be submitted to the SELPA by July 15 of each year

### 1997/98

- As a result of AB602, special education funding changed from a resource based funding model using unit rates and support service ratios, to a per ADA funding model
  - AB602 included district level equalization funding
- Deficit state aid for special education for age 5-21 program and 3-5 preschool program, including Non LCI NPS/NPA reimbursements and extended school year funding included in AB602 Base
- Federal aid for age 5-22 program included in AB602 Base
- Phase I Equalization revenue included in AB602 Base
- Juvenile court school extended year program funding included in AB602 Base
- Longer day/longer year funding for County offices included in AB602 Base
- Property taxes for special education included in AB602 Base (initiated in 2000-2001)
- Revenue Limits for special education ADA excluded from AB602 Base
- Funding for nonpublic school for students placed in licensed children's institutions or foster family homes which are 100% reimbursed placements excluded from AB602 Base
- State J-50 unit funding for infants and Part C federal aid for infant program excluded from AB602 Base
- State funding for regionalized services/program specialists excluded from AB602 Base
- Low incidence materials and equipment funding excluded from AB602 Base
- Federal Part B, PL 94-142 Local Assistance Grant excluded from AB602 Base
- Federal funding for preschool programs, both PL 00-457 and PL 94-142 are excluded from AB602 Base
- Federal funding for low incidence services and staff development are excluded from AB602 Base
- Project WorkAbility funding excluded from AB602 Base
- Transition Partnership Program funding from Department of Rehabilitation excluded from AB602 Base

### 1998/99

- As a result of AB602, converted to a SELPA-level per ADA funding model and SELPA level equalization
- AB602 funding distribution is based on J-50 unit entitlements, plus allocated COLA revenue, equalization revenue, ADA growth revenue, and Federal Local Assistance revenue.

### 2000/01

- 50% of the estimated transportation excess cost for the current year fiscal year will be billed on or about October 31 with the final 50% billed in March based on mid-year projected costs. Any differences between the mid-year projections and actual final expenditures will be adjusted the following October at the completion of a SELPA audit. (Approved 6/30/00)

### 2001/02

- AB602 funding distribution is on a per ADA basis and no longer based on J-50 unit entitlements.
- The X-Pot will pay for Facility Expenses as approved by Superintendents' Council, following a recommendation by the Facility Advisory Committee. (Approved 6/29/01)

- SB740 funding determination is initiated

### 2003/04

- LEAs Obligation to Maintain the Legally Required Level of Special Education Funding (Approved 5/21/04)
  - The LEAs of West End SELPA shall follow federal and state laws pertaining to the required Maintenance of Effort (MOE) spending levels for special education. If an LEA, or more than one LEA, does not meet the required spending levels to pass the MOE tests and the SELPA loses funding as a result of failure to pass the MOE requirements, the LEAs that caused the SELPA to fail the MOE requirements shall reimburse the SELPA for any funds lost by the other LEAs or the SELPA office, upon final approval of Superintendents' Council.

### 2004/05

- NPS LCI Apportionment removed from state exhibit
  - In prior years, the SELPA reported Nonpublic School LCI costs to the state on NPS LCI Claim Forms.
  - These costs were reimbursed by the state, less Revenue Limit dollars generated by NPS LCI ADA, and were allocated to the District of Residence/Accountability by the SELPA through the Funding Allocation Model.
  - The X-Pot paid all NPS LCI costs.
  - The amount equal to state NPS LCI Apportionment, plus Revenue Limit dollars generated by NPS ADA was reimbursed to the SELPA X-Pot to offset the related expenses.
- Out-of-home care allocation replaces the 100% reimbursed placements in licensed children's institutes (LCI), foster family homes (FFH), skilled nursing facility (SNF), and Regional Center Group homes included in AB602 allocation
- Pre-referral Mental Health funding included in AB602 allocation

### 2005/06

- Pre-referral Mental Health funding excluded from AB602 allocation
- Out-Of-Home Care apportionment will be distributed to the districts based on P-2 ADA, after allocating 100% of the LCI NPS costs to districts with LCI NPS costs.
- The regional provider surplus/shortages will be returned by provider at the same percentage as paying for services.
- X-Pot Contribution Rate is \$20.00

### 2006/07

- Preschool funding is not part of AB602 Allocations.
- Web-based IEP/SEIS expense begins
  - Districts will incur the total web-based IEP cost on a per ADA basis (Approved 5/19/06)
- SBCSS Transportation Expense added to funding model
- SBCSS Leased Facility Expense added to funding model
- CSDR Excess Cost added to funding model
- Due to the SELPA experiencing overall decline in ADA, the growth allocation was modified.
  - Only districts experiencing declining/growing ADA receive the negative/positive growth allocation.
  - Those districts experiencing growth in ADA will not receive the negative growth allocation when the SELPA is declining.
  - Those districts experiencing declining ADA will not receive the positive growth allocation when the SELPA is growing.
- Declining Enrollment Adjustment to support districts during the first year of declining enrollment was eliminated from the X-Pot (Approved 6/16/06)

- Costs associated with provision of CASEMIS production and web-based IEP support will be billed to districts based on a Superintendent's Council approved dollar amount multiplied by districts' current year P-2 ADA (Approved 5/12/06)
- When property is leased as provider program classrooms or property is owned and maintained by SBCSS for provider classroom usage and students served do not generate revenue limit dollars, member LEAs will contribute to the lease, maintenance, and operating costs equal to the percentage of students served in the provider programs at that site (Approved 11/17/06)
- X-Pot Contribution Rate is \$22.50 (Approved 4/21/06)

## 2007/08

- Changes related to SBCSS 1:1 aides (Approved 5/30/08)
  - County Operations has identified several classrooms where there is more than one classroom educational assistant in addition to 1:1 aides assigned to students, and students are making satisfactory progress.
  - In these cases, it may be possible to assign the second classroom educational assistant to serve in the role of a 1:1 aide, thus immediately reducing staffing expense and resulting in a salary savings that will be credited back to Districts of Residence/Accountability.
  - The dollar savings for classrooms not employing an "extra" person would be calculated and spread proportionally across all the districts with 1:1 aides.
- Behavior Intervention Mandate Settlement:
  - After negotiations between Department of Finance and school agencies, including the San Joaquin county Office of Education, Butte County Office of Education, San Diego Unified School district, Education Mandated Cost Network, State SELPA Organization, and the California School Boards Association's Education Legal Alliance resumed late in 07/08 and an agreement has been reached that includes \$510 million in one-time funds and \$65 million in ongoing funds in lieu of filing ongoing BIP mandate claims.
  - As a result, it is anticipated statewide SELPAs will receive \$6 million, which will be allocated at the rate of \$8.850014 per pupil, based on the SELPA's December 2007 pupil count, with a minimum of \$10,000 per SELPA. AB602 Funding will be raised by \$65 million on an ongoing basis to increase each SELPA's funding rate by \$10.924857 per ADA based on the 2008/09 P-2 ADA. The Behavior Intervention Mandate Settlement is not included as part of AB602 in 2008/09 and will be included once the allocations have been made to SELPAs. The Behavior Intervention Mandate Settlement revenue was not received in 2008/09, 2009/10, or 2010/11. It is unknown at this time when this will be allocated
- The 2005/06 Provider Program returns will be retained by the regional providers to offset the 2007/08 Fee-For-Service rates. (Approved 4/27/07)
- X-Pot Reserve set at \$500,000 (Approved 4/27/07)
- RS/PS budget (0284) reserve is 10% of CY AB602 allocation for RS/PS (Approved 4/27/07)
- The FIRST Class (ages 3-5) and Infant Program (ages 9-2.11 months) operated by San Bernardino County Schools are not included in the fee-for-service calculation because these programs receive funding from other sources. However, if future costs exceed the funding from other sources, a fee-for-service rate may be developed and presented to the Superintendents' Council. (Approved 4/27/07)
- X-Pot Contribution Rate is \$22.50 (Approved 3/23/07)

## 2008/09

- SBCSS/CSDR Transportation Expense added to funding model

- Exclusion of 1:1 aides from the X-Pot with the exception of when the NPA is agreed to for the purpose of transitioning a student from an in-home ABA program to a school program for a period of up to six weeks. (Approved 2/22/08)
- The West End SELPA will hire an individual with experience in special education or a related field, on a consultant basis, to provide support to parentally placed private school students with disabilities. (Approved 5/29/09)
- Students enrolled in Juvenile Court School will no longer be counted in the fee-for-service calculation. (Approved 11/14/08)
- An additional Behavior Intervention Services fee-for-service for the students in the Intensive Autism Classes for the current year of \$3,647. (Approved 11/14/08)
- The fiscal responsibility for students in regional provider programs transitioning to high school will be based on the grade placement as determined by the IEP team. (Approved 2/20/09)
- Federal Court filings that are not directly related to due process decisions appealed to the federal court should be funded through the District's JPA. (Approved 5/29/09)
- CSDR Transportation cost procedures (Approved 3/21/08)
  - The transportation vendor's contract lists specified hourly rates for each type of vehicle used to transport students.
  - SBCSS Student Transportation Services determines each route for each bus the vendor runs on a daily basis
  - Any and all route changes for each bus are made by SBCSS Transportation and sent to the vendor. SBCSS Transportation is conscious of the need to be as efficient in its planning, thus minimizing costs.
  - At the end of each month all transportation costs are summarized and analyzed by SBCSS Transportation.
  - The SELPA will calculate the average cost per student for students transported to CSDR and the cost of students transported to regional provider programs. The SELPA will process a transfer from districts to the X-Pot (Management 0282) based on the average cost to transport students to the regional provider programs times the number of students transported to CSDR.
- Part B Local Assistance ARRA supplement allocated based on the December 1, 2008 pupil count. Since the regular Preschool Local Entitlement and Section 619 Federal Preschool grants fully fund First CLASS, the SELPA is to allocate the Preschool Local Entitlement ARRA Supplement and Section 619 Federal Preschool ARRA Supplement to districts and county based on preschool pupil count. Students in the First CLASS program will be counted as part of the districts' preschool pupil count. (Approved 5/29/09)
- X-Pot Contribution Rate is \$28.40 (Approved 3/21/08)

## 2009/10

- X-Pot Contribution Rate is \$28.40 (Approved 3/20/09)

## 2010/11

- On November 16, 2010, the West End SELPA received a letter from San Bernardino County Department of Behavioral Health indicating they were terminating the MOU under which AB2726/3632 services were provided, nor were they accepting any new referrals. The West End SELPA has developed contracts with Pacific Clinics, South Coast Community Services, and West End Family Counseling to allow students to continue to receive IEP services. West End Counselors will also serve some of these students.
- Due to the termination of AB3632, the WESELPA will review and pay all invoices (Mental Health) on behalf of the participating districts and invoice the appropriate districts back the cost for the services.

WESELPA will utilize any allocations received to offset these services with any excess cost being allocated back to districts. (Approved 3/18/11)

- X-Pot Contribution Rate is \$28.40 (Approved 3/19/10)

## 2011/12

- With the repeal of the AB3632 mandate, the Pre-referral Mental Health requirements were removed and the Pre-referral Mental Health Allocation was combined with the Proposition 98 dollars designated for Mental Health Services.
- Upland P-2 ADA no longer includes ADA generated by the Charter School as reported on their Attendance for Charter School Block Grant and adjusted by the state assigned Nonclassroom-based Funding Determination percentage.
- The West End SELPA will allocate computed Low Incidence Funding to the West End SELPA based on member district low incidence pupil count, eliminating carryover balances for any particular district. (Approved 3/18/11)
- X-Pot Contribution Rate is \$29.00 (Approved 5/20/11)

## 2012/13

- X-Pot Contribution Rate is \$27.50 (Approved 4/27/12)

## 2013/14

- Regionalized Services/Program Specialist funding included AB602 allocation
  - Calculated using the 12/13 rate of \$15.1608772837 per ADA and taken “off the top” of AB602 in order to fund RSPS for the WESELPA (Approved 5/31/13)
- Personnel Development included in AB602 allocation (Approved 11/22/13)
  - WESELPA’s portion will be taken “off the top” of AB602 and district dollars will remain in AB602 funding and be distributed accordingly
- Federal Local Assistance excluded from AB602 allocation (Approved 11/22/13)
  - Added back in manually at the SELPA level and distributed by ADA as part of AB602
- COLA/Growth included in AB602 allocation and distributed using CY ADA (Approved 5/31/13)
- Low Incidence Equipment and Services allocation are combined
- Districts will incur the total web-based IEP cost on a CY per Pupil count basis (Approved 5/31/13)
- Assessments (along with pupil count) are used to calculate the Mental Health Fee-For-Service rate (Approved 11/22/13)
- Behavior Intervention Mandate claims for the period of 1993/94-2011/12 were submitted to the State Controller’s Office in November 2013
- NPS/LCI Extraordinary Cost pool apportionment distribution (Approved 3/28/14)
  - 30% of the apportionment transferred to the X-Pot
  - Remaining balance distributed proportionately to districts having extraordinary cost pool claims
- For the annual X-Pot analysis, shared expenses will not be distributed by percentage of ADA. Rather, they will be isolated and treated as “off-the-top” expenses in order to give a better representation of each district’s actual X-Pot usage. (Approved 4/21/14)
- The X-Pot return (as of the 2013/14 return to be returned in 2014/15) will now be usage-based instead of distributed by percentage of ADA. Each District’s usage will come from an annual X-Pot analysis. (Approved 4/21/14)
- X-Pot Contribution Rate is \$29.33 (Approved 5/15/13)
- Last year of CSDR transportation and related transactions
- LCFF began implementation in 2013/14

**2014/15**

- Regionalized Services/Program Specialist funded at a rate of \$16.5422383709 per ADA and adjusted by COLA. (Approved 4/21/14)
- X-Pot Contribution Rate is \$30.36 (Approved 4/21/14)

**2015/16**

- A Program Specialist will be funded out of the X-Pot and will focus on NPS/NPA and ADR. (Approved 5/29/15)
- X-Pot Contribution Rate is \$30.45 (Approved 9/25/15)
- Beginning in 2015/16, the Mental Health funding allocation model is adjusted for Small School Protection. (Approved 3/18/16)

**2016/17**

- Maintenance of Effort sanctions language added to Fiscal Allocation Plan (Approved 3/18/16)
- X-Pot Contribution Rate is \$30.75 (Approved 4/22/16)
- Low Incidence apportionment is distributed to member LEAs by District of Residence/Accountability for PY December 1 Low Incidence pupil count after estimating for the audiological services expenses for students being served by West End Student Services as well as indirect cost and interest revenue. After year-end closing, if there are unspent Low Incidence funds, then they will be totaled and reallocated the following year to all members based on that year's distribution percentages/method. (Approved 5/20/16)
- In January 2017, the State Board of Education approved a waiver regarding size and scope requirements of a SELPA thus allowing Ontario-Montclair School District to become a single district SELPA as of 7/1/17

**2017/18**

- Effective 7/1/17, the West End SELPA will become a nine district SELPA with member districts as follows: Alta Loma School District, Central School District, Chaffey Joint Union High School District, Chino Valley Unified School District, Cucamonga School District, Etiwanda School District, Mountain View School District, Mt Baldy School District, and Upland Unified School District.
- Effective 7/1/17, Ontario-Montclair School District will become a single district SELPA
- X-Pot Contribution Rate is \$43.50 (Approved 3/23/18)

**2018/19**

- X-Pot Contribution Rate is \$43.50 (Approved 5/17/19)
- X-Pot reimbursement split for Non-Public Schools (NPS) and Non-Public Agencies (NPA) changed from 70%/30% to 80% district responsibility and 20% out of the X-Pot. (Approved 5/18/18)
- Program Specialist/Regionalized Services is restored as a separate apportionment within the AB602 funding exhibit
- X-Pot name changed to "Joint Risk Fund" (Approved 12/14/18)
- Joint Risk Fund reserve set at \$400,000 (Approved 12/14/18)
- For the 18/19 school year only, set-aside 6.3625% of the Local Assistance Grant outside of the AB602 funding model for the First CLASS program; The remaining balance will be distributed by the current method of using prior year Dec 1 CASEMIS count by District of Service (Approved 1/18/19)

**2019/20**

- Beginning in 19/20, the Local Assistance Grant will be entirely distributed by prior year December 1 CASEMIS count, but using District of Residence/Accountability instead of District of Service (Approved 1/18/19)
- Joint Risk Fund Contribution Rate is \$43.04 (Approved 4/26/19)

## **2020/21**

- Joint Risk Fund Contribution Rate is \$48.73 (Approved 5/1/20)
- District Low Incidence funding may be used to offset Low Incidence Fee-For-Service (FFS) charges for eligible students (Approved 3/19/21)

## **2021/22**

- Joint Risk Fund Contribution Rate is \$49.85 (Approved 5/14/21)
- SELPA Advisory Committee replaces Finance and Program Advisory Committees

## **2022/23**

- Joint Risk Fund Contribution Rate is \$53.33 (Approved 5/13/22)

## **2023/24**

- Joint Risk Fund Contribution Rate is \$50.73 (Approved 5/19/23)

## APPENDIX C: ADA DEFINED FOR AB602 APPORTIONMENT PURPOSES

As contained in EC 56836.06 and EC 41601, the ADA used in the special education funding formula is the SELPA's TOTAL K-12 ADA from the sources listed below. SELPA wide P-1 ADA will be used at the First Principal Apportionment; SELPA wide P-2 ADA will be used at the Second Principal Apportionment. Annual Apportionment -- and any subsequent state re-certifications -- will be based on the ADA reported in the appropriate reporting periods as indicated below and will include any corrections or revisions to that reporting period. ADA associated with ROC/P or Adult Education is not included.

### SCHOOL DISTRICTS:

**Elementary and High School ADA from attendance reporting software screens: Attendance School District, Attendance Basic Aid "Choice" District, Attendance Supplement.**

Kindergarten thru Grade 12	A-1 thru A-5	P-2 Reporting Period
Continuation Education	A-6	P-2 Reporting Period
Opportunity Schools and Full-Day Opportunity Classes	A-7	P-2 Reporting Period
Home and Hospital	A-8	P-2 Reporting Period
Special Ed. Special Day Class	A-9	P-2 Reporting Period
Special Ed. Nonpublic School	A-10	P-2 Reporting Period
Special Ed. Nonpublic LCI	A-11	Annual Reporting Period
Community Day School	A-12	Annual Reporting Period
Extended Yr Special Education	A-13	Annual Reporting Period
Extended Yr Nonpublic School	A-14	Annual Reporting Period
Extended Yr Nonpublic School - LCI	A-15	Annual Reporting Period

**For County Offices of Education:** use Elementary and High School ADA from the attendance reporting software screen **Attendance COE**

County School Tuition Fund (J-27/28)	A-1	Annual Reporting Period
Juvenile Halls, Homes and Camps (J-27/28)	A-2	Annual Reporting Period
County Group Home and Institution Pupils (J-27/28)	A-3	Annual Reporting Period
Community Schools Pupils – Probation Referred, or on Probation or Parole (J-27/28)	A-4	Annual Reporting Period
Community Schools Pupils – Expelled (J-27/28)	A-5	Annual Reporting Period
Community Schools Pupils – Homeless (J-27/28)	A-6	Annual Reporting Period
Opportunity Schools and Full-day Opportunity Classes (J-27/28)	A-7	Annual Reporting Period
Specialized Schools (J-27/28)	A-8	Annual Reporting Period

Technical, Agricultural, and Natural Resource Conservation Schools (J-27/28)	A-9	Annual Reporting Period
Community Day Schools Expelled Pupils (J-27/28)	D-1	Annual Reporting Period
Community Day Schools All Other Pupils (J-27/28)	D-2	Annual Reporting Period

Elementary and High School ADA from attendance software screen Attendance County Operated Programs

County Community Schools (J-18/19)	A-1 + A-2	P-2 Reporting Period
Special Ed. Special Day Class (J-18/19)	B-1 + B-2	Annual Reporting Period
Special Ed. Special Day Class Extended Year (J-18/19)	B-3 + B-4	Annual Reporting Period

For Charter Schools – Districts: Elementary and High School ADA from Attendance Charter School Block Grant Form

Regular Elementary and High School for Resident Pupils	A-1 + A-3 + A-5 + A-7 + A-9	P-2 Reporting Period
Regular Elementary and High School for Non-Resident Pupils	A-1 + A-3 + A-5 + A-7 + A-9	P-2 Reporting Period
Apply Non-classroom-based funding determination factor to NCB ADA	See <a href="mailto:www.charters@cde.ca.gov">www.charters@cde.ca.gov</a>	SB740 Historic Nonclassroom-Based Instruction SBE Funding

**Note:** Adjustments to charter school revenue in accordance with the SB740 funding determination will be reflected for apportionment purposes. Each year the charter school must file an application, which CDE uses to determine the pro-ratio percentage of charter ADA.





## **AGREEMENT FOR LEGAL SERVICES**

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

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

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

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

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

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

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

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each

person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

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

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

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

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

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

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

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

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

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

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

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

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. This Agreement shall be effective July 1, 2023 and shall continue until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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

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

West End SELPA

Fagen Friedman & Fulfroost LLP

\_\_\_\_\_  
*Type or Print Name*

Namita S. Brown  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Type or Print Title*

Managing Partner  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*District Authorized Signature*

  
\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: June 27, 2023



**PROFESSIONAL RATE SCHEDULE**

West End SELPA  
July 1, 2023

1. **HOURLY PROFESSIONAL RATES**

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

Associate	\$290 per hour
Partner	\$320 per hour
Senior Counsel/Of-Counsel	\$320 per hour
Paralegal	\$225 per hour
Law Clerk	N/A
Next Level Client Services	\$180 per hour
Education Consultant	N/A
Communications Services Consultant	\$225 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

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

2. **ON-SITE LEGAL SERVICES**

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

3. **COSTS AND EXPENSES**

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

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

## AGREEMENT FOR SPECIAL SERVICES

### I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of August, 2023, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and WEST END SELPA, hereinafter referred to as “the 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 such services to the SELPA, including representation in administrative and court proceedings, as requested by the SELPA. The place and time for such services are to be designated by the Administrator of the SELPA or designee.

### III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for two years, commencing August 1, 2023, through July 31, 2025. For the period August 1, 2023, through July 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:

	<u>Aug. 1, 2023- July 31, 2024</u>	<u>Aug. 1, 2024- July 31, 2025</u>
Senior Partners/Partners	\$330.00	\$335.00
Senior Associates/Associates	\$305.00	\$310.00
Non-Legal Consultants ( <i>Optional</i> )	\$245.00	\$245.00
Paralegals/ Clerks	\$195.00	\$195.00

The Law Firm shall bill in quarter-hour increments.

B. 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.

C. 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 Administrator’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 items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

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

K. 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. 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.

#### **V. 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 Administrator 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 District.

## **VI. CONFLICTS**

In undertaking representation, the Law Firm has noted that the Law Firm represents many school districts in California. As a result, there is a possibility of conflict with other clients, present or future, where they may ask for the Law Firm to take a position that is adverse to the SELPA's. While, as a matter of good professional and business relations, the Law Firm often declines such representation, the SELPA understands and agrees that the Law Firm will be under no restrictions during the course of its representation of the SELPA or thereafter, to represent any existing or future clients in any matter, including without limitation the prosecution or defense of litigation in which such clients are or may be adverse to the SELPA, provided that such matter is not specifically related to the matter in which the Law Firm is representing the SELPA and does not require the Law Firm to use confidential information that the Law Firm acquired from the SELPA while working on its behalf.

## **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 for the SELPA 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 August 1, 2023, through July 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 August, 2023.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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

By: \_\_\_\_\_  
SUNDEE M. JOHNSON

“The SELPA”

WEST END SELPA

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

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

SAN BERNARDINO COUNTY SUPERINTENDENT OF  
SCHOOLS

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

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



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the WEST END SELPA (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
<b>West End SELPA</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/27/2023



PROFESSIONAL RATE SCHEDULE  
FOR WEST END SELPA

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 395 per hour
Associate	\$ 215 - \$ 295 per hour
Paralegal / Law Clerk	\$ 150 - \$ 200 per hour
Consultant	\$ 200 - \$ 395 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. <sup>1</sup>

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

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<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour



## MEMORANDUM OF UNDERSTANDING

### Inter-SELPA Attendance for Students with Exceptional Needs

This memorandum of understanding ("Agreement") between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA and the West End SELPA, hereinafter referred to as WESELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this Agreement is to ensure the cost-effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. This memorandum of understanding shall constitute a valid and binding agreement between ESGV SELPA and WESELPA.

When a student is placed in a special education program outside the student's SELPA of residence through the IEP process, the local educational agency ("LEA") of residence retains financial responsibility for the student's special education and related services. Students attending other LEAs through an inter-LEA transfer, Allen Bill provisions, or other allowable transfer processes are the responsibility of the LEA of attendance since the LEA of residence did not make the placement.

#### I. DEFINITIONS

- A. The ESGV SELPA is a Special Education Local Plan Area with fifteen member LEAs, consisting of ten districts and five LEA charters.
- B. The West End SELPA is a multi-district Special Education Local Plan Area.
- C. The district of residence (DOR) is the LEA wherein the individual with exceptional needs resides.
- D. The district of service (DOS) is the LEA that agrees to provide the special education and related services to the individual with exceptional needs.

#### II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

- A. For initial school-age assessment, the DOR will complete all necessary procedures including assessment plans and parent notification and will conduct all necessary assessments in accordance with applicable federal and state laws. At the time of referral and transfer to the DOS, assessment reports shall not be more than 6 months old.
- B. The DOR will convene an Individualized Education Program ("IEP") meeting to develop the IEP based on assessments and recommendations, using the DOR's IEP forms. The IEP team, including the parent or parent representative, will identify potential appropriate LEA/SELPA programs.
- C. The DOR's IEP team shall document the need for services to be provided outside the DOR/SELPA.
- D. The DOR's IEP team shall determine the availability of programs outside the resident LEA/SELPA by contacting the potential DOS's special education administrator or designee.

- E. The DOR shall coordinate observations and IEP meetings with the potential DOS. The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.
- F. The DOR shall complete the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement (See attachment to this Agreement). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement.
- G. Parent Consent and Release of Information: Referral packet shall include parent consent to referral and parent release of information so that EPs and reports can be sent to DOR.
- H. If the DOS agrees to accept the student, it will assume all responsibility for providing all components as specified in the IEP, except for student transportation.
- I. Extended School Year ("ESY") requirements are the responsibility of the DOS. Transportation shall be provided by DOR.
- J. The DOS shall provide the DOR with progress reports at least once per quarter.
- K. The DOR shall reimburse the DOS for costs associated with services as calculated by the approved DOS SELPA procedures.
- L. The DOR shall provide all necessary low incidence materials and equipment for students with a low incidence disability, when placed in DOS provider classroom.
- M. The DOS shall notify the DOR if the student moves or is withdrawn from the program.
- N. The DOS shall notify the DOR if the student is habitually truant, or has an excessive number of absences.
- O. The DOS shall notify the DOR if the student is suspended, or is subject to removal for a total of ten days or more in one school year.
- P. The DOS shall provide the DOR a copy of a Behavior Emergency Report created for the student pursuant to Education Code Section 56521.1 within 24 hours of any incident in which emergency behavior interventions are used.

### III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, the DOR shall convene all subsequent IEP meetings in coordination with the DOS. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient for the student's parent(s) or guardian(s), the DOR, and the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
  - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.

- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

#### IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.
- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.
- C. The Parties agree, changes in a student's educational program, including instruction, services, or instructional setting, as provided pursuant to this Agreement, may only be made on the basis of revisions to the student's IEP, and/or in accordance with the procedures required under the IDEA and related California law. As state above, in the event that the DOR or DOS believes the student requires a change in placement, the DOS will invite student's parent(s) or guardian(s) and the DOR to an IEP team meeting for the purpose of consideration of a change in the student's placement. The DOS agrees not to change a student's placement without agreement between the DOS, DOR and parent(s) or guardian(s) through the IEP process and/or the procedures required under the IDEA and related California law.
- D. If the DOS seeks to remove a student for disciplinary reasons such that it creates a change of the student's placement, the DOS and DOR will schedule the DOS and the DOR will schedule and hold a manifestation determination meeting within the statutory timeframe. The DOS and DOR agree to participate in the manifestation determination meeting within the statutory timeline. The DOS and DOR will notify and invite appropriate IEP team members to the manifestation determination meeting. The DOS agrees not to change a student's placement for disciplinary reasons except through compliance with the manifestation determination process and according to the procedures required under the IDEA and related California law.

#### V. TRANSFERS FOR THE PURPOSES OF ENROLLMENT IN A PROVIDER PROGRAM

- A. Placement of students under this agreement shall not be deemed an inter-district transfer.
- B. Placement of students by a DOR under this agreement shall be at the discretion of the DOR, acceptance by the DOS, and subject to the provisions herein.

#### VI. FISCAL RESPONSIBILITIES

When a DOR determines through the IEP process that a student shall be served outside of the student's district of residence in accordance with the student's IEP, or by a provider outside of the student's district of residence (DOS) the following shall occur:

- A. The DOR and DOS shall verify each student's Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement. The Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement form will be completed at the initial placement and annually thereafter. The DOS will submit a verification of enrollment as appropriate based on students served on December 1 and April 1 of each calendar year to the DOR by December 15 and April 15.

- B. The DOR shall sign the verification of enrollment or services form verifying student placement and related services within 30 days of receipt, but no later than January 15 and May 15. The student information provided by DOS will include the student's most recent address available.
- C. DOS will initiate an invoice to the DOR for the billable costs. If the DOR has not received an invoice for the prior year by March 1 the DOR shall not be responsible for payment.
- D. The billable costs shall be calculated following the approved SELPA billing format. Billing will be based on the average of students served on December 1 and April 1 of each year and may include quarterly invoice billing. The cost calculation will be based on the provider program billing instructions as referenced in Appendix A.
- E. Revenue offset to billing is based on the average of 10 districts LCFF current year base funding per ADA and total AB602 funding, excluding Out of Home Care, SELPA Operations costs, and AU fees.
  - 1. Provider program cost calculations — Each SELPA shall develop the calculation for the actual provider program costs per pupil using the cost and revenue factors designated in this section.
  - 2. Itinerant provider mileage - will be billed based on actual mileage at the currently approved IRS mileage rate.
  - 3. Indirect costs — The DOS SELPA will determine the indirect rate to be charged. Indirect costs will be charged by multiplying the SELPA indirect rate times the total program costs.
  - 4. Facilities Costs — A rate per square foot will be applied to cover the cost of classrooms and support space used to house the program, if student attends a DOS classroom. In the case of stand-alone provider sites, facility costs may include custodial staff. Each SELPA will use their SELPA approved facilities calculation to determine facilities costs for its provider programs.
  - 5. Administrative Fee — A 4% fee will be applied to cover the administrative costs related to the delivery of special education and related services to provider program pupils. The rate will be applied to the excess cost from the DOR.
- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.

## VII. MAINTENANCE OF RECORDS

- A. The DOS shall provide copies of all IEP documents, related special education records, and/or pupil records to the DOR, and not later than five (5) business days of a request from the DOR .
- B. All records shall be maintained by DOS as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, DOS shall maintain all records for at least five (5) years after the termination of this Agreement. For purposes of this Agreement, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information. DOS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access.

- C. DOS agrees to grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. DOS agrees, in the event of school or agency closure, to forward all records within five (5) business days to DOR. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. DOS acknowledges and agrees that all student records maintained by the DOS as required by state and federal laws and regulations are the property of the DOR and must be returned to DOR without dissemination to any other entity.

#### VIII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome. The DOS agrees to make its employees reasonably available for all preparation and testimony required by the DOR in defending and/or prosecuting a due process hearing, without the necessity of a subpoena or witness fees.

#### IX. INDEMNIFICATION

- A. ESGV SELPA agrees to indemnify, defend, and hold harmless the WESELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "WESELPA and/or DOR personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WESELPA or DOR (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or WESELPA/DOR Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the ESGV SELPA and DOR, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.
- B. WESELPA agrees to indemnify, defend, and hold harmless the ESGV SELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "ESGV SELPA and/or DOS personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ESGV SELPA or DOS (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or ESGV SELPA/DOS Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the WESELPA and DOR, its board of directors,

administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.

X. TERM

- A. This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto related to the provision of special education and related services to students whose DOR in within the WESELPA. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties. This Agreement may be altered, amended, changed, or modified only by mutual agreement in writing executed by the WESELA and ESGV SELPA.
- C. This Agreement may be terminated at any time by either ESGV SELPA or West End SELPA by provision of written notification through the U.S. Mail Service 30 days prior to termination of the agreement.
- D. All notices, consents, demands, or other communications for one party or the other required or permitted under this Agreement shall be in writing.
- E. This Agreement shall be effective on the date of signature by all Parties.

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Scott Turner, Ed.D.  
 Executive Director  
 East San Gabriel Valley SELPA

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Enter Name  
 Enter Title  
 West End SELPA

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Date Signed

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Date Signed

**See attached Appendix A  
 PROVIDER PROGRAM BILLING INSTRUCTIONS**

## Appendix A

## EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

### SECTION I: FTE RATIO, CLASSROOM & PUPIL COUNT

#### **FTE Ratio**

Total Special Education Certificated FTEs – Calculated by SELPA based on current year Personnel Data Report, provided by districts in March. This is provided in a separate tab of the template.

#### **Pupil Count**

Use average of December 1 and April 1 count for final billing (effective 2014-15)

### SECTION II: DIRECT PROVIDER PROGRAM STAFF COST

These are costs directly related to the provider program. Costs are reimbursed to the provider districts at 100%.

#### **1a. Special Day Class (SDC) – Certificated**

- Substitutes
  - \$2,000 flat fee per FTE (.5 FTE = \$1,000 flat fee)  
(typical sub cost is 10 days x \$200 /day)
  - If sub costs are greater than, \$2,000 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations, students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

#### **1b. Special Day Class – Classified (Instructional Aides/Paraeducators)**

- Substitute costs are not included for classified staff.
- Overtime/extra hours are allowable expenses, and are included in salary amounts
- Summer school aides are allowable
- Long term substitute aides are not allowable
- Aides to be coded at 1.0 FTE if 8-hour position (code as .75 FTE if 6 hour position, .5 FTE if 4 hour position, etc.)

#### **2. Designated Instruction and Services (DIS)**

- % of caseload = cost allowable/attributable to the program
- Substitute costs – same as #1a SDC – Certificated

- Include certificated interpreters in this area (if specific to program)

### 3. Program Support Staff

- Is for someone designated to that program
- Could include health specialists specific to program
- Include classified interpreters in this area (if specific to program)

### 4. Administrative Support – Certificated

- .05 of one site administrator position per provider classroom
- Could be site principal, vice principal, dean, counselor
- SEAS (Social Emotional Academic Support, formerly Rio Verde Academy) and Danbury (stand-alone sites) include full administrative staff

### 5. Parent Training Costs

- Child care and interpreters for parent training - actual costs, not to exceed \$2,500

## **SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST**

### 6. District Support Staff – Certificated

### 7. Special Education Administrative Staff – Certificated

### 8. Special Education Clerical Staff – Classified

These are costs of staff who work on behalf of ALL special education students throughout the district, regardless of program type/disability. Costs are reimbursed to the provider districts at the provider FTE ratio. Do not include any position types that are included in Section II.

For a district who runs more than one type of program (eg. VI-SDC and VI-Itinerant, SH and Autism), the personnel and FTE number should be the same across all billing, except for programs where a position type should be included in Section II rather than Section III. Additionally, autism classes using a SELPA provided ASD/ASD-I Program Specialist, LSH or Psychologist would not include these position types in Section II or III.

- Include only the special ed portion of the salary in this section.
  - If a psych is 50% special ed funded, and 50% regular ed funded, only the .5 FTE goes in #6
  - A Special Education Director who is 100% special education (not special education + student services) would show a 1.0 FTE on all billing forms.
  - A Special Education Director who also handles student services/CWA, etc. would show the FTE attributed to special ed only (e.g. .8 FTE)
- Nurses or health clerks could be included in #6 or #8 if they are general support staff (in #2 or #3 if they are specific to the provider program). Include only the % of the position working with special education students (example: 3.75 FTE health clerk for school with 8% special ed. population at site = add 8% of her compensation)

NOTE: Staff hired specifically because of the provider program are listed in Section II.

## **SECTION IV: OTHER PROVIDER PROGRAM COST**

### **9. Contracted Services**

Should only include costs for students in the Provider Program

### **10. Mileage cost**

- Include mileage for infant providers who may also receive \$3,500 Non-salary cost reimbursement in #11
- Include mileage, at IRS rate, for district-owned vehicles used by VI or DHH itinerant staff
- Include mileage for DIS staff, if mileage stipend not included in salary.

### **11. Non-salary Cost Reimbursement**

\$3,500 per Provider Program Certificated FTE (calculated for classroom teachers only) to cover supplies, textbooks, equipment & conference costs for classroom teacher and other support providers to the classroom (ie. Related Service providers, school psychologists, etc).

\$100 non-salary cost reimbursement for Summer School classroom teachers.

### **Revenue Offset**

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
  - b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees
- Per Pupil LCFF Base Revenue Offset will be applied to students who generate ADA revenue only. This excludes infant or preschool students, who do not generate ADA revenue.
  - Revenue Offset for all provider programs will be applied to the District of Service's program cost, based on number of students enrolled. There will be no revenue offset to itinerant program cost.

### **General information**

- Districts will receive copies of each provider's bill, if they receive services from that district
- Billing will contain employee name, and job title to clarify e.g. Sally Smith, teacher – APE or Bob Brown, Math teacher – LH-SDC
- DIS services – Add DIS service providers in #2, if specific to program.  
Add to #6 if position stays regardless of provider program.

Facility credit: Refer to the SELPA Provider Program Facility Reimbursement Guidelines.

Legal costs – each district will pay their own costs.

\$3,500 per certificated direct provider is only for provider program specific staff (not for additional secondary teachers)

1:1 aide costs (including paraeducators, health aides, behaviorists) will be calculated separately, identified by DOR and student's SSID number. Any related mileage costs will be included in this

separate calculation. Costs will be reimbursed in the same manner as other provider billing but will be identified separately.

WorkAbility – no WorkAbility program or salary costs are allowed other than Transition Specialist and Job Developer salary costs for SEAS (Social Emotional Academic Support, formerly Rio Verde Academy) program and fees for sending students to a particular program, such as San Gabriel Valley Training Center, San Gabriel Valley Center – Covina, or other similar program. Aides that accompany students should be the aides/job coaches already part of classroom staffing. DOR will cover any student wages required.

**Transportation**

Special Education transportation excess cost will include:

Direct costs - Contracted service costs; Bus services costs (driver salary & benefits, fuel costs, repair, labor and materials costs).

Indirect costs - approved SELPA rate (currently at 6.75%) to be applied to the total direct costs.

No revenue offset is to be applied.

List of students transported by the provider district with their District of Residence identified.

**Secondary teachers – example**

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

Scenario 1- Student is enrolled in the specific program classrooms that are part of the program (i.e.- the DHH classroom, the VI classroom, etc.). The full teacher is placed into the funding model; without the program that teacher would not be needed.

Scenario 2- Student is enrolled in few or no specific provider program classrooms; however, is in non-provider program SDC classes. This non-provider program teacher is billed back into the funding model based on the percentage of her students taught that are part of the provider program.

- Example for scenario 2:
- Student 1- two SDC classes
- Student 2- three SDC classes
- Student 3- four SDC classes
- Student 4- one SDC class
- Student 5- two SDC classes
- Student 6- four SDC classes

	Program Provider Students	Total Students
1 <sup>st</sup> period	6	12
2 <sup>nd</sup> period	4	12
3 <sup>rd</sup> period	3	12
4 <sup>th</sup> period	3	12
Total	16	48

Therefore, in this example, .33 of the students taught are provider program students. So, .33 of that teacher can be included in provider program billing.