

East Valley SELPA
STEERING COMMITTEE MEETING
670 E. Carnegie Drive., San Bernardino, CA 92408

**** AGENDA ****
JUNE 13, 2024 8:00 A.M.

	<u>PRESENTER</u>
1.0 CALL TO ORDER	Patty Metheny
2.0 PUBLIC COMMENTS	
3.0 REVIEW/APPROVAL OF MINUTES	Patty Metheny
4.0 DISCUSSION/PRESENTATION	
<u>Finance Items</u>	
4.1 EV SELPA Proportionate Share Programs	Andrea Tennyson
• 2023-2024 Student Counts	
4.2 SBCSS Fee-for-Service	Scott Wyatt
• 2023-2024 Student Counts	Selina Hurley
4.3 EV SELPA 2023-2024 Fiscal Reporting Calendar	Andrea Tennyson
4.4 EV SELPA 2024-2025 Schedule Rex	Andrea Tennyson
• Based on Governor's May Revise (Subject to Revision)	
4.5 EV SELPA 2024-2025 Fiscal Reporting Calendar	Andrea Tennyson
<u>Program Items</u>	
4.6 System Improvement Lead (SIL) Data & Inclusion PD	Jessica Maiorca-Nunez
4.7 NonPublic School Information	Jennifer Brooksby
• NPS Restraint & Seclusion Reporting	
• NPS Monitoring Visits Due June 30, 2024	
• 2024-2025 EV SELPA NPS Master Contract	
4.8 EV SELPA Private School Individual Service Plan Services	Rick Homutoff
• Three-Year-Olds at Private TK-12 Private Schools	
4.9 CDE Compliance Requirements	Jennifer Brooksby
• CIM Progress Reports	
○ Due to EV SELPA June 24, 2024	
○ Due to CDE July 10, 2024	
• IEP Implementation Reporting	

- LEA Assurance Form – Due Now
- Certification due to EV SELPA by June 24, 2024

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|------|--|------------------------------------|
| 4.10 | CALPADS/Student Data <ul style="list-style-type: none"> • EOY Reporting • DRDP Spring 2024 • DRDP Requirements 2024-2025 | Sonya Cain
Jennifer Brooksby |
| 4.11 | SEIS Implementation <ul style="list-style-type: none"> • WebIEP – Last Day Live was June 7, 2024 <ul style="list-style-type: none"> ○ View, Only Status 2024-2025 • Contracts- Now for 2024-2025 • Data Transfer/Data Load/Workflow – Now through July 21, 2024 • Going Live July 22, 2024 • Professional Development <ul style="list-style-type: none"> ○ District & SBCSS – TOT Model Now & Continuous ○ June 23, 2024 – SpEd Admins & SEIS Clerks ○ July 25 or 26, 2024 – District Site Administrators ○ August-September – EV SELPA Office Hours | Patty Metheny
Jennifer Brooksby |
| 4.12 | 2024-2025 EV SELPA ADR Cadre <ul style="list-style-type: none"> • Facilitating IEP Meetings – Key2Ed | Patty Metheny |
| 4.13 | EV SELPA Parent Resource Fair <ul style="list-style-type: none"> • October 18, 2024 | Patty Metheny |
| 4.14 | SBCSS East Valley Operations <ul style="list-style-type: none"> • DHH Update | Scott Wyatt
Jim Wood |
| 4.15 | Hot Topics | Committee |

5.0 OTHER

- 5.1 2024-2025 EV SELPA Steering Committee Meetings
- 5.2 2024-2025 EV SELPA Board of Directors Meetings
- 5.3 2024-2025 EV SELPA CAC Meetings
- 5.4 Next Meeting – August 15, 2024, 8:00 AM

East Valley SELPA
STEERING COMMITTEE MEETING MINUTES
May 9, 2024

MEMBERS PRESENT:

Dr. Patty Metheny
Rob Pearson
Patricia Buchmiller
Torri Burke
Leslie Burghardt

East Valley SELPA
Colton Joint Unified School District
Redlands Unified School District
Rim of the World Unified School District
Yucaipa-Calimesa Joint Unified School District

FISCAL STAFF PRESENT:

Linda Resiwain
Nicole Albiso
Valeria Estrella
Scott Whyte
Anthony Warnecke
Amber Tavis

Business Services, Colton
Business Services, Rialto
Business Services, Rialto
Business Services, Rim of the World
Internal Business, SB County Schools
Business Services, Yucaipa

MEMBERS ABSENT:

Dr. Sonya Scott
Dr. Scott Wyatt

Rialto Unified School District
SB County Schools, East Valley Ops

OTHERS PRESENT:

Sheryl Schmidt
Romina Meza
Dr. Rick Homutoff
Jennifer Brooksby
Andrea Tennyson
Helen Junker
Sonya Cain
Elizabeth Coronel
Rosalva Contreras

SBCSS, East Valley Operations
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East Valley SELPA
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1.0 CALL TO ORDER: SELPA Chief Administrative Officer Dr. Patty Metheny called the meeting to order at 8:00 a.m. at the Dorothy Inghram Learning Center located at 670 E. Carnegie Drive, San Bernardino, CA 92408.

2.0 PUBLIC COMMENTS: There were no public comments.

3.0 REVIEW/APPROVAL OF MINUTES: The minutes of the April 11, 2024, meeting were reviewed. Motion to approve the minutes was made by Rob Pearson and seconded by Lesile Burghardt. The minutes were approved by the consensus of the members present.

4.0 DISCUSSION/PRESENTATION

Finance Items

4.1 Updated FY 23/24 Projected Actuals & FY 24/25 Proposed Budget

Andrea Tennyson reviewed the 23/24 FY Projected Actuals and FY 24/25 Proposed Budget as presented to the EV SELPA Board of Directors Ad Hoc Committee on April 19, 2024.

4.2 EV SELPA NonPublic School 3rd Quarter 2023-24 Report

Jennifer Brooksby reviewed the Nonpublic School report. She reminded directors that the annual monitoring visits for students placed in an NPS is a district responsibility and the majority of those visits have not been completed to date. The deadline to submit the annual visits to CDE is June 30. Annual visits to students placed in residential facilities are completed by SELPA. Elizabeth Coronel reviewed the third quarter NPS expense reports indicating the numbers do not include all of the Precious Hearts Academy billing as it has not been received.

4.3 SBCSS Fee-for-Service FY 24/25 Proposed Rates

Anthony Warnecke reviewed the FY 24/25 Proposed Rates. Mr. Warnecke explained the budgetary assumptions used to develop this budget. Increases in health and benefits, step and column and the addition of working day to 1:1 aides and teachers resulted in the increase of SAI fee. The increase in low incidence rate is due to the exhaustion of the ESSR funds that were supplementing the fees in previous years. These fees will be presented to the EV SELPA Board of Directors for approval on May 22, 2024.

4.4 EV SELPA FY 23/24 Fiscal Reporting Calendar

Ms. Tennyson reviewed the May 2024 Fiscal Activities. Ms. Tennyson remarked EV SELPA received the low incidence report from SBCSS and now districts have their report for verification. These reports are due back to SELPA by May 20, 2024. The SBCSS fee-for-service student count verification is in progress. The final numbers will be presented during the June Steering Committee Meeting along with the EV SELPA proportionate share numbers. All Grant Award Expenditure Reports are due in June.

Program Items

4.5 EV SELPA Career Day 2024

Helen Junker, Transition Project Assistant, provided an update on the 23rd Annual Career Day. Ms. Junker shared nearly five hundred students, one hundred educators and paraeducators along with over forty local exhibitors shared o\in a day for of activities, fun and learning opportunities. A former Yucaipa-Calimesa JUSD student, “DJ Beats Mode” DJ’d the event, and Dr. Cherina Betters from SBCSS MC’d the event. Students walked away with knowledge, a swag bag, and other giveaways but more importantly, they walked away with great resources and information for post-graduation. The East Valley SELPA is incredibly grateful to all the volunteers that helped make this event a remarkable success.

4.6 EV SELPA United in Inclusion

Dr. Metheny reported on a remarkably successful East Valley SELPA United in Inclusion Summit on May 1, 2024, at the Riverside Convention Center in Riverside. She shared a video that highlighted the activities of that day. During the event, all participants collaborated to create the shared beliefs for inclusion within the EV SELPA. They are “All In” “Reimagining Resources” and “Tools of EmPOWERment.” Dr. Metheny also shared the work of the Program Specialist will be focused on building systems and support for inclusion activities in the member districts. It was agreed this topic will be a standing agenda item for Steering Committee meetings in 2024-2025. Dr. Metheny also inquired as to the need to continue the monthly SIP Leadership Team Meetings. The Committee decided those meetings would not be necessary.

4.7 Compliance and Improvement Monitoring (CIM)

Jennifer Brooksby shared it is the expectation of CDE that the implementation of CIM plans has been a continuous activity throughout the school year. As such, districts should be holding regularly scheduled meetings to ensure the CIM plan is being implemented as written. CIM plan progress reports are due to CDE on July 10 and to the SELPA in advance by June 24, 2024. This report should also address any necessary changes based on the 2024 annual determination letters. A sample of the Progress Report Form was provided.

Ms. Brooksby provided an update on requirements following the IEP Implementation data collection cycle, March 1, 2024, to April 29, 2024. The list of student names was released on May 1, 2024. Districts have until June 28, 2024, to provide the information necessary for those students via the CDE portal. Log in information for the portal was emailed directly to each district director.

Ms. Brooksby shared EV SELPA will be providing training on May 17, 2024 on the requirements specific to restraint and seclusion data collection. She previewed data for each district provided by CDE for the previous two years, highlighting what appeared to be errors in data collection. The training will focus on accurate data collection as well as the district website publication requirements of the data. She reminded the Committee of each districts’ responsibilities for also ensuring this data is collected for students in NPS.

Finally, Ms. Brooksby focused the Committee on compliance with IEP meeting timelines. She shared each district's 16.21 report and provided guidance on using appropriate delay codes.

4.8 CALPADS Requirements

Sonya Cain provided reminders for End-of-Year (EOY) reporting requirements. She reminded the Committee that districts will not be able to approve EOY 4 until all errors in reports 16.22 and 16.23 are corrected. To assist with EOY activities, Ms. Cain indicated she has and will continue to provide district specific 'indicator' reports on a regular basis. Ms. Brooksby provided a list of Plan Effective Start Dates and Definitions providing a brief review and discussion of the Plan Effective Dates. The end of year check list and a copy of the CALPADS Flash Report #270 will be added to the Steering packet and shared with the directors after this meeting.

4.9 SEIS Implementation Update

Ms. Brooksby provided an update on important SEIS implementation dates and activities. There will be a mandatory, all day virtual training for special education administrators/coordinators and special education data clerks on July 23, 2024. Attendance at this training is critical. This will be followed by a SEIS/Special Education and Facilitating IEP Training for school site administrators on July 25, and July 26, 2024, in-person at the EV SELPA. Registration information was provided. Committee members reported SEIS trainings in districts have been going well.

In respect to the data transfer, Ms. Brooksby shared Doug Faucette has worked closely with the EV SELPA to develop data transfer files and has uploaded some to SEIS in advance of the actual data transfer which will begin after the June 7 deadline. Fortunately, his work has resulted in a 100% data match from WebIEP to SEIS. The critical importance of complying with the data transfer deadlines of May 31 and June 7 was stressed to ensure a smooth transition to SEIS.

4.10 FY 24/25 EV SELPA Local Plan

The Annual Budget and Annual Service Plans will be presented for approval to the EV SELPA Board of Directors on May 22, 2024. These documents were previously presented to the Steering Committee on April 11, 2024. After Board approval, these documents will be submitted to CDE prior to the June 30, 2024, deadline.

4.11 EV SELPA Due Process 2023-2024 Data, to-date

Dr. Rick Homutoff provided an update on due process cases for 2023-2024. To date, there have been 27 due process cases with three of those filed by the districts. Data indicates due process cases are taking longer to resolve than in the past with the current average being 103 days as compared to 72 days in FY 22/23 and 61 in FY 21/22. He further explained that due to these extensive timelines, some of the cases filed during this year will carry into 2024-2025. Dr. Homutoff provided a comparison of the number of due process cases filed over a five-year period in San Bernardino and Riverside County school districts. He remarked the EV SELPA has fewer filings in comparison to other like sized districts. He attributes this to the ADR work as well as the collective approach to handling due process matters in the EV SELPA.

- 4.12 EV SELPA Spring 2024 Events/Requirements Reminders
The annual Surrogate Parent Training will occur on May 13, 2024, in person at the EV SELPA. The annual Private School Consultation Meeting on May 21, 2024, will also be in person at the SELPA. District representatives are encouraged to attend. Flyers with information were shared.
- 4.13 EV SELPA Board of Directors Meeting May 22, 2024, Overview
Dr. Metheny shared the East Valley SELPA Board of Directors Meeting will include multiple recognitions and encouraged Committee members to attend. Being honored include two retiring EV SELPA staff members, Doug and Marlene Faucette of Faucette Micro Systems, and the first ever schools to receive an EV SELPA Ribbon of Inclusion.
- 4.14 SBCSS East Valley Operations
Sheryl Schmidt from East Valley Operations provided more demographic information pertaining to students receiving VI services through the County program. She also provided an update on the improvements SBCSS East Valley Operations has made in respect to training, service tracking and staffing as well as overall operations.
- 4.15 Hot Topics
Torri Burke inquired as to the best course of action when a general education teacher does not want to sign as a participant in an IEP meeting. It was clarified that the general education teacher is not required to sign an IEP or consent to an IEP. The teacher can be listed as a participant and his/her contributions to the meeting can be noted in the comments section.

5.0 OTHER

- 5.1 2023-2024 EV SELPA Steering Committee Meetings & 2024-2025 EV SELPA Steering Committee Meetings
- 5.2 2023-2024 EV SELPA Board of Directors Meetings & EV SELPA Board of Directors Meetings
- 5.3 2024-2025 EV SELPA Community Advisory Committee Meetings
- 5.4 EV SELPA Professional Development – May 2024

6.0 ADJOURNMENT: Meeting adjourned at 12:18 p.m. Next meeting will be held on June 13, 2024.

FINANCE ITEMS

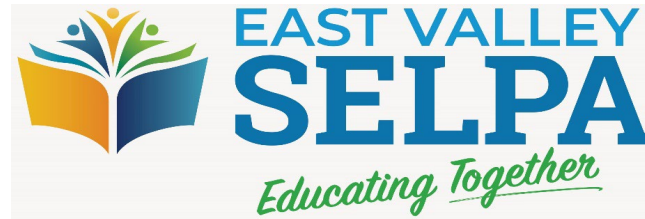
4.1 EV SELPA Proportionate Share Programs



2023-24 EAST VALLEY SELPA
PROJECTED REGIONAL SERVICES PROPORTIONATE SHARED COSTS
Final Student Counts as of June 6, 2024

SERVICES	Estimated Total Expense	Colton		Redlands		Rim		Yucaipa		Grand TOTAL	
		Count	Cost	Count	Cost	Count	Cost	Count	Cost	Count	TOTAL Costs
MENTAL HEALTH COUNSELING MH Percentage	\$593,647	34 54%	\$320,381	2 3%	\$18,846	25 40%	\$235,574	2 3%	\$18,846	63 100%	\$593,647
OCCUPATIONAL THERAPY OT Percentage	\$2,640,200	131 32%	\$837,448	197 48%	\$1,259,369	33 8%	\$210,960	52 13%	\$332,422	413 100%	\$2,640,200
PHYSICAL THERAPY PT Percentage	\$167,372	15 34%	\$57,059	18 41%	\$68,470	4 9%	\$15,216	7 16%	\$26,627	44 100%	\$167,372
		180	\$1,214,888	217	\$1,346,685	62	\$461,750	61	\$377,896	520	\$3,401,219

4.2 SBCSS Fee-for-Service



FY 2023-24 SBCSS FEE-FOR-SERVICE REGIONAL PROGRAMS

Spring/May 2024

SB COUNTY/EV OPS													
Service	Rate	Colton		Redlands *		Rialto *		Rim		Yucaipa		Total EV Districts	
		Count	Fee	Count	Fee	Count	Fee	Count	Fee	Count	Fee	Count	Fee
SAI/Self Contained	\$51,590	46.00	\$2,373,140	15.00	\$773,850	34.00	\$1,754,060	4.00	\$206,360	9.00	\$464,310	108.00	\$5,571,720
APE	incl												
LSH	incl												
Specialized Health	incl												
Low Incidence													
DHH Itinerant	\$7,745	39.00	\$302,055	47.00	\$364,015	39.00	\$302,055	1.00	\$7,745	30.00	\$232,350	156.00	\$1,208,220
O&M	\$7,745	7.00	\$54,215	14.00	\$108,430	2.00	\$15,490	1.00	\$7,745	4.00	\$30,980	28.00	\$216,860
VI Itinerant	\$7,745	19.00	\$147,155	42.00	\$325,290	10.00	\$77,450	2.00	\$15,490	14.00	\$108,430	87.00	\$673,815
1:1 Aide (a)	\$64,075	8.00	\$512,600	1.00	\$64,075	3.00	\$192,225	0.00	\$0	4.00	\$256,300	16.00	\$1,025,200
Intensive Therapeutic Svc (EBD)	\$4,336	6.00	\$26,016	6.00	\$26,016	4.00	\$17,344	1.00	\$4,336	2.00	\$8,672	19.00	\$82,384
FEE FOR SERVICE TOTAL		125.00	3,415,181.00	125.00	1,661,676.00	92.00	2,358,624.00	9.00	241,676.00	63.00	1,101,042.00	414.00	8,778,199.00

FINAL = AVERAGE OF NOV AND MAY COUNTS

*Pending Spring Count Verification

NON-EV SELPA	Rate	Etiwanda		Bear Valley	
		Count	Fee	Count	Fee
SAI/Self Contained	\$51,590	2.00	\$103,180	1.00	\$51,590
APE	incl				
LSH	incl				
Specialized Health	incl				
Low Incidence					
DHH Itinerant	\$7,745	0.00	\$0	0.00	\$0
O&M	\$7,745	0.00	\$0	0.00	\$0
VI Itinerant	\$7,745	2.00	\$15,490	0.00	\$0
1:1 Aide (a)	\$64,075	0.00	\$0	0.00	\$0
Intensive Therapeutic Svc (EBD)	\$4,336	0.00	\$0	0.00	\$0
FEE FOR SERVICE TOTAL		1.00	\$118,670	0.00	\$51,590

> Provided by Redlands USD not SBCSS EV Ops

4.3 EV SELPA 2023-2024 Fiscal Reporting Calendar



FY 2023-24 FISCAL REPORTING CALENDAR

JULY 2023

- 7/10/23** Districts to provide SELPA June PARs and PYR for TPP
- 7/14/23** Districts to provide signed Grant/Fund Expenditure Report #3 (Apr 1 – Jun 30 PY) or FINAL expenditure reports to SELPA if Final hasn't been submitted.
- 7/31/23** SELPA to finalize closing of FY 22/23 books, Final REX will be sent out to districts
- 7/31/23** SELPA to submit May and June 2023 TPP Service and Certified Invoices to DOR

AUGUST 2023

- 8/15/23** Districts to provide SELPA July PARs and PYR for TPP
- 8/17/23** SELPA to provide 22/23 Q4 Total NPS Reimbursement Transfer for invoices received/processed through 7/21/23 at Steering/ Finance meeting
- 8/17/23** SELPA to present AB 602 June 2023 P-2 CDE Certification (20/21 R3, 21/22 R1, 22/23 P2)
- 8/17/23** SELPA to present 2023-24 Schedule REX – projections based on enacted budget and 22/23 P-2 Cert

SEPTEMBER 2023

- 9/14/23** SBCSS to present PY (22/23) fee-for-service year-end actuals and return of funds (if appropriate) at Steering/Finance.
- 9/14/23** EV SELPA to present PY (22/23) Occupational Therapy Regional/ Proportionate Share Program return of funds (if appropriate) at Steering/Finance
- 9/14/23** EV SELPA to present 2022-23 Final NPS Costs
- 9/15/23** Districts to provide SELPA August PARs and PYR for TPP
- 9/30/23** SELPA to submit July TPP Service and Certified Invoices to DOR
- 9/30/23** Districts to submit DPR & LR funds expenditure reports (through 9/30/23)

OCTOBER 2023

- 10/09/23** SELPA to begin working on 1st Interim budget revisions. Districts to provide SELPA with CY (23/24) P-2 ADA estimates & changes to PY ADA (if any) by Oct 13 for First Interim reporting and Projections
- 10/12/23** EV SELPA to present SEMA and SEMB MOE summary, Subsequent-Year Tracking, and Excess Cost Calculation worksheets at Steering/Finance meeting due to CDE 11/15/23
- 10/13/23** Districts to provide Grant Exp Report 4 or Final (July 1 – September 30 CY) to SELPA if applicable
- 10/16/23** Districts to provide SELPA September PARs and PYR for TPP
- 10/20/23** SELPA to submit Extraordinary Cost Pool (ECP) program claim to SBCSS for CDE submission
- 10/27/23** Deadline for SELPA/SBCSS to submit CY (23/24) Part C Early Start Application to CDE
- 10/27/23** Deadline for SELPA/SBCSS to submit PY (22/23) Extraordinary Cost Pool claim to CDE – funded at Annual
- 10/27/23** SELPA to submit Aug TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.



FY 2023-24 FISCAL REPORTING CALENDAR

NOVEMBER 2023

11/01/23	SELPA to submit Infant Waiver Request to CDE if applicable (Current waiver valid until 6/30/24)
11/09/23	SELPA to present CY (23/24) 1st Quarter NPS reimbursement transfer for paid invoices at Steering/Finance
11/09/23	SELPA to present Schedule REX (23/24) 1 st Interim projections at Steering/Finance
11/15/23	Maintenance of Effort SEMA 22/23 Unaudited Actuals due to CDE
11/15/23	Maintenance of Effort SEMB 23/24 Unaudited Actuals/Budget due to CDE
11/15/23	Excess Cost Calculation(s) 22-23 due to CDE
11/15/23	Maintenance of Effort Subsequent Year Tracking Worksheets due to CDE
11/17/23	Districts to provide Oct PARs and PYR for TPP to SELPA
11/20/23	SELPA and EV Ops will provide SBCSS FFS Fall 1 count to District Spec Ed Directors
11/30/23	SELPA/IBS to submit Part C Grant Application Package to CDE
11/30/23	SELPA to submit Medi-Cal Program 2023-24 LEA BOP Annual report to DHCS
11/30/23	SELPA to submit September TPP Service and Certified Invoices to DOR

DECEMBER 2023

12/07/23	SELPA to present First Interim budget revisions at Steering/Finance
12/07/23	SELPA to present CY (23/24) Fall Count for SBCSS Fee-for-service Students
12/08/23	<i>Districts to provide November PARs and PYR for TPP to SELPA</i>
12/11/23	<i>Districts to provide SELPA DAT file for SEMAI (1st Interim) for MOE monitoring due to BAS *12/14/23</i>
12/29/23	SELPA to submit October TPP Service and Certified Invoices to DOR

JANUARY 2024

1/04/24	SELPA to provide NPS P-1 ADA to Districts ***District deadline to BAS 1/9/24
1/12/24	SELPA to submit to SBCSS Infant Funding Report for P-1, to CDE January 31
1/12/24	<i>Districts to provide December PARs and PYR for TPP to SELPA</i>
1/16/24	Districts to provide Grant/Fund Expenditure Reports # 1 (Jul 1 – Dec 31) to SELPA for CY (23/24) or report # 5 (PY 22/23) if applicable
1/29/24	SELPA to submit November TPP Service and Certified Invoices to DOR

FEBRUARY 2024

All Month	FY 2024-25 Budget Development
2/08/24	SELPA to present SEMAI 1 st Interim MOE summary report/MOE monitoring and preparation
2/08/24	SELPA to present CY (22/23) 2 nd Quarter NPS reimbursement transfer for invoices paid thru Dec 2023 at Steering/Finance
2/09/24	<i>Districts to provide January PARs and PYR for TPP to SELPA</i>
2/12/24	Districts to provide SELPA with CY 23/24 P-2 estimates
2/26/24	SELPA to submit December TPP Service and Certified Invoices to DOR
TBD	SELPA to submit to AU FY 24/25 EV SELPA budgets
TBD	SELPA to prepare February certifications for CY (23/24) and PY (22/23, 21/22) AB602 Funding Allocation

Subject to change, updated as needed.

FY 2023-24 FISCAL REPORTING CALENDAR

MARCH 2024

- 3/07/24** SELPA to present CY (23/24) Regional services Proportionate Share Costs as of 2nd Interim related to OT, MH & PT at Steering/Finance
SELPA to present Base AB602 allocation according to the Trailer Bill Language
- 3/07/24** Districts to provide SELPA DAT file for SEMAI (2nd Interim) for MOE monitoring due to BAS 3/8/24
- 3/08/24** ***Districts to provide February PARs and PYR for TPP to SELPA***
- 3/15/24** ***Districts to complete and turn in final requests for Low Incidence materials (technology or furniture) purchases for FY 23/24***
- 3/18/24** SELPA to provide Low Incidence Inventory Report to districts for review (tentative)
- 3/27/24** SELPA to send (23/24 P-1, 22/23 Annual, 21/22 Annual 2) AB602 allocations based on February Certifications to districts by e-mail
- 3/27/24** SELPA to submit January TPP Service and Certified Invoices to DOR
- 3/29/24** **Districts to submit Supporting Inclusive Practices grant quarterly reports to SELPA**
- TBD** ***SELPA to work on ABP for CAC and Steering presentation***

APRIL 2024

- 4/08/24** ~~Districts to return Low Incidence Inventory verification report to SELPA (Elizabeth Coronel)~~
- 4/05/24** Districts to provide March PARs and PYR for TPP to SELPA
- 4/11/24** SBCSS to present EV County Operated Spec Education FFS budget and Proposed rates for FY 24/25 at Steering/Finance
- 4/11/24** SBCSS to present Student Services Counseling Center – Intensive Therapeutic Services rate for FY 24/25
- 4/11/24** SELPA to send SEMAI 2nd Interim MOE monitoring/summary report to districts
- 4/12/24** **SELPA to provide P-2 NPS ADA to districts *District deadline to BAS April 19th**
- 4/15/24** ***Districts to complete and turn in final requests for Low Incidence materials (non-technological or furniture) purchases for FY 23/24***
- 4/15/24** **Districts to provide Grant Expenditure Report #2 (Jan 1 – Mar 31) or Final to SELPA for CY (23/24)**
- 4/19/24** SELPA to present 24/25 Operating Budget to Board Budget Ad Hoc
- 4/29/24** SELPA to submit February TPP Service and Certified Invoices to DOR
- 4/30/24** SELPA to certify EV SELPA Consortium 23-24 Personnel Data Report

MAY 2024

- 5/06/24** Districts to provide April PARs and PYR for TPP to SELPA
- 5/09/24** SELPA to present FY 24/25 Proposed EV SELPA Budgets at Steering/Finance
- 5/09/24** SELPA to present 3rd Quarter NPS reimbursement transfer for invoices paid at Steering/Finance
- 5/10/24** ***SELPA to provide Low Incidence Inventory Report to districts for review***
- 5/20/24** ***Districts to return Low Incidence Inventory verification report to Elizabeth Coronel (SELPA)***
- 5/22/24** ***SELPA to provide District directors MAY count for SBCSS Fee-for-Service for review/verification***
- 5/22/24** SELPA to present to Board of Directors EV SELPA FY 24/25 Proposed Budgets and SBCSS EV County Operated Spec Education FFS FY 24/25 rates

Subject to change, updated as needed.



FY 2023-24 FISCAL REPORTING CALENDAR

JUNE 2024

- 6/05/24** Districts to provide May PARs and PYR for TPP to SELPA
- 6/12/24** Districts Spec Ed directors to return SBCSS FFS MAY count signed verification forms to SELPA
- 6/13/24** SBCSS to present final FY 23/24 EV County Operated Spec Education FFS average counts/costs at Steering
- 6/13/24** SELPA to present Proportionate Share Regional Programs student counts/projected costs at Steering
- 6/13/24** SELPA to present FY 24/25 Schedule REX Projections based on Governor's May Revise
- 6/14/24** Districts to turn in any pre-approved Low Incidence requests for reimbursement to Elizabeth Coronel (SELPA)
- 6/18/24** SELPA to submit April TPP Service and Certified Invoices to DOR
- 6/28/24** SELPA to provide Annual NPS ADA to districts - due to County Office, SBCSS first week of July
- 6/28/24** Districts to submit Supporting Inclusive Practices grant claims with supporting documents (FAR)
- 6/28/24** Districts to prepare ALL grant (SELPA pass-throughs & LEAs) Expenditure Reports 3 (April 1, 2024- June 30, 2024) or FINAL expenditure reports for submission in mid-July 2024
- TBD** SELPA to finalize AB602 CDE Certifications for CY (23/24) and PY (22/23), and PPY (21/22).

4.4 EV SELPA 2024-2025 Schedule Rex

EAST VALLEY SELPA SCHEDULE REX
2024-25 Projections
Based on Governor's Revise (Subject to Revision)

LN	RES	DESCRIPTION	A/E?	COLTON	REDLANDS	RIALTO	RIM	YUCAIPA	SBCSS EV OPS	REGIONAL/ SELPA	SELPA	TOTAL
	A	B	C	D	E	F	G	H	I	J	K	L
ADA FOR AB 602 FUNDING P-1 Certification												
I		2024-25 P-2 (District provided projections)	E	17,038.53	18,406.20	21,797.20	2,591.59	7,093.00	377.90			67,304.42
II		PY 2023-24 (P-1 Cert)	E	17,609.56	18,422.24	21,797.20	2,625.77	7,156.88	377.90			67,989.55
III		Second PY 2022-23	A	17,466.55	18,106.56	21,687.96	2,561.67	7,715.36	328.57			67,866.67
IV		SELPA FUNDED ADA (Greater of each LEA's CY, PY, and PPY)	E	17,609.56	18,422.24	21,797.20	2,625.77	7,715.36	377.90			68,548.03
V		Prior Year (22/23) SELPA Funded ADA at P-2	A	20,403.68	20,048.01	24,126.10	2,917.43	8,393.97	607.36			76,496.55
VI		Decrease in ADA from Prior Year SELPA Funded ADA	E	(2,794.12)	(1,625.77)	(2,328.90)	(291.66)	(678.61)	(229.46)			(7,948.52)
AB 602 STATE REVENUE - % change factor				-13.6942%	-8.1094%	-9.6530%	-9.9972%	-8.0845%	-37.7799%			-10.3907%
1	6500	Adjusted Base Grant Entitlement @ \$896.8992228 per ADA (1.07% COLA)	E	\$ 15,794,000.68	\$ 16,522,892.74	\$ 19,549,891.74	\$ 2,355,051.07	\$ 6,919,900.39	\$ 338,938.22			\$ 61,480,674.83
1a		District Base Funding %		25.68937%	26.87494%	31.79843%	3.83056%	11.25541%	0.55129%			100.00%
		896.8992228	\$	15,794,000.68	\$ 16,522,892.74	\$ 19,549,891.74	\$ 2,355,051.07	\$ 6,919,900.39	\$ 338,938.22			\$ 61,480,674.83
1b		Local Special Education Property Tax Projection as of P-2 23/24	E	\$ (1,319,933.41)	\$ (1,380,848.25)	\$ (1,633,820.07)	\$ (196,815.91)	\$ (578,308.68)				\$ 5,109,726.31
1c		District Net Funding Entitlement	\$	14,474,067.27	\$ 15,142,044.49	\$ 17,916,071.67	\$ 2,158,235.16	\$ 6,341,591.71	\$ 338,938.22			\$ 56,370,948.52
2	6500	PS/RS Apportionment (funded with 19/20 ADA) @ \$20.00226	E								\$ 1,546,385.53	\$ 1,546,385.53
3	6500	Low Incidence(555 @ \$3,688.11)	E	\$ 347,973.18	\$ 639,518.27	\$ 438,885.09	\$ 40,753.62	\$ 272,735.73		\$ 307,035.16		\$ 2,046,901.05
4	6500	Out-of-Home (23-24 P-1 counts provided by CDE wih 24-25 rates)	E	\$ 557,678.00	\$ 1,233,248.00	\$ 947,902.00	\$ 54,522.00	\$ 623,966.00				\$ 3,417,316.00
5		TOTAL APPORTIONMENT I-7	E	\$ 15,379,718.45	\$ 17,014,810.77	\$ 19,302,858.76	\$ 2,253,510.78	\$ 7,238,293.44	\$ 338,938.22	\$ 307,035.16	\$ 1,546,385.53	\$ 63,381,551.10
6		Off-the-Top Funding the SELPA										
7	6500	Mental Health Oversight	E	\$ (111,756.23)	\$ (116,913.77)	\$ (138,332.41)	\$ (16,664.03)	\$ (48,964.29)	\$ (2,398.28)	\$ 435,029.00		\$ -
8	6500	Contributions to EV SELPA Operations (2.0% of AB 602 Adjusted Base Grant)	E	\$ (315,880.01)	\$ (330,457.86)	\$ (390,997.84)	\$ (47,101.02)	\$ (138,398.01)	\$ (6,778.76)		\$ 1,229,613.50	\$ -
9		SBCSS/EV Ops Fee-for-Service (23/24 Count with 24/25 rates)	E	\$ (4,077,925.00)	\$ (2,098,951.00)	\$ (2,842,365.00)	\$ (261,607.00)	\$ (1,349,973.00)	\$ 10,630,821.00			\$ -
10	6500	OT Proportionate Share (Student Count as of 6/2024)	E	\$ (1,020,528.00)			\$ (257,079.00)	\$ (405,095.00)		\$ 1,682,702.00		\$ -
11		PROPERTY TAXES	E	\$ 1,319,933.41	\$ 1,380,848.25	\$ 1,633,820.07	\$ 196,815.91	\$ 578,308.68	\$ (5,109,726.31)			\$ -
12		Total Net RS 6500 AB 602 State Aid Funding and Property Tax Less Off-the-Top	E	\$ 11,173,562.61	\$ 15,849,336.39	\$ 17,564,983.58	\$ 1,867,875.64	\$ 5,874,171.83	\$ 5,850,855.86	\$ 2,424,766.16	\$ 2,775,999.03	\$ 63,381,551.10
13		FEDERAL & STATE GRANT REVENUE (Projection based on 23/24 Grants awarded)										
14	3310	Grant/Local Assistance	E	\$ 4,472,676.00	\$ 5,102,951.00	\$ 4,512,765.00	\$ 636,518.00	\$ 2,196,737.00	\$ 404,768.00			\$ 17,326,415.00
15	3311	Private School Prop Share (reported on Line D - Exp Report)		\$ 24,216.00	\$ 119,349.00	\$ -	\$ -	\$ 20,756.00	\$ -			\$ 164,321.00
		Total Grant Award 3310/3311	\$	4,496,892.00	\$ 5,222,300.00	\$ 4,512,765.00	\$ 636,518.00	\$ 2,217,493.00	\$ 404,768.00			\$ 17,490,736.00
16	3315	Grant/Fed.Preschool	E	\$ 102,161.00	\$ 117,021.00	\$ 80,800.00	\$ -	\$ 66,870.00	\$ 1,858.00	\$ 19,406.00		\$ 388,116.00
17	3326	Grant/Supporting Inclusive Practices 7/1/23-9/30/25 (Districts submit for reimbursement)	E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00
18	3345	Grant/Infant-Presch.Staff Dev.	E	\$ 820.00	\$ 939.00	\$ 648.00	\$ -	\$ 536.00	\$ 15.00			\$ 2,958.00
19	3385	Grant/Part C Early Intervention	E	\$ -	\$ 14,436.00	\$ -	\$ -	\$ -	\$ 57,745.00			\$ 72,181.00
20	3395	Grant/Spec Ed ADR	E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 14,807.00	\$ 14,807.00
21	6510	State Infant Program Entitlement (as of 23/24 P-1)	E		\$ 453,149.00	\$ -	\$ -	\$ -	\$ 1,812,595.00			\$ 2,265,744.00
22	6515	Grant/Infant Discretionary *7/1/22-3/31/24	E		\$ 6,926.00	\$ -	\$ -	\$ -	\$ 27,704.00			\$ 34,630.00
23		TOTAL REVENUE (AB602 Plus Federal & State Grants)	\$	15,773,435.61	\$ 21,664,107.39	\$ 22,159,196.58	\$ 2,504,393.64	\$ 8,159,070.83	\$ 8,155,540.86	\$ 2,444,172.16	\$ 2,915,806.03	\$ 83,775,723.10
24		EXPENDITURES (Transfers to SELPA based on Governance & IEP Decisions) Based on budgets developed										
25	300/6546/33	NPS Contract Costs /Tuition FN 1180, Billback (quarterly)	E	\$ (1,000,728.00)	\$ (443,756.00)	\$ (522,514.00)	\$ (334,320.00)	\$ (332,333.00)				\$ (2,633,651.00)
26	300/6546/33	NPS Mental Health Counseling and Residential/FN 3900 Billback (quarterly)	E	\$ (445,264.00)	\$ (12,711.00)	\$ (254,300.00)	\$ (156,772.00)	\$ (563,373.00)				\$ (1,432,420.00)
27	300/6546/33	SELPA MH Prop Share - Based on Student Count	E	\$ (322,980.00)	\$ (26,915.00)		\$ (296,065.00)	\$ (26,915.00)				\$ (672,875.00)
28	9279	Physical Therapy/Assistive Technology Prop Share - Based on Student Count	E	\$ (57,775.00)	\$ (82,536.00)		\$ (12,381.00)	\$ (28,888.00)				\$ (181,580.00)
29	6500	CCS MTU (Cost shared based on CY SPED Pupil Count)	E	\$ (13,160.00)	\$ (15,282.00)	\$ (13,206.00)	\$ (1,863.00)	\$ (6,489.00)				\$ (50,000.00)
30	6500	Due Process (Cost Shared based on CY SPED Pupil Count)	E	\$ (263,192.00)	\$ (305,648.00)	\$ (264,121.00)	\$ (37,254.00)	\$ (129,785.00)				\$ (1,000,000.00)
31	9273	Information Systems (Cost Shared based on CY SPED Pupil Count)	E	\$ (38,565.00)	\$ (44,786.00)	\$ (38,701.00)	\$ (5,459.00)	\$ (19,017.00)	\$ (3,472.00)			\$ (150,000.00)
32		TOTAL PROJECTED EXPENDITURES	\$	(2,141,664.00)	\$ (931,634.00)	\$ (1,092,842.00)	\$ (844,114.00)	\$ (1,106,800.00)	\$ (3,472.00)	\$ -	\$ -	\$ (6,120,526.00)
33		PROJECTED TOTAL REVENUE LESS EXPENDITURES	\$	13,631,771.61	\$ 20,732,473.39	\$ 21,066,354.58	\$ 1,660,279.64	\$ 7,052,270.83	\$ 8,152,068.86	\$ 2,444,172.16	\$ 2,915,806.03	\$ 77,655,197.10

4.5 EV SELPA 2024-2025 Fiscal Reporting Calendar



FY 2024-25 FISCAL REPORTING CALENDAR

JULY 2024

- 7/03/24** Districts to provide SELPA June PARs and PYR for TPP
- 7/15/24** Districts to provide signed Grant/Fund Expenditure Report #3 (Apr 1 – Jun 30 PY) or FINAL expenditure reports to SELPA if Final hasn't been submitted.
- 7/31/24** SELPA to finalize closing of FY 23/24 books, Final REX will be sent out to districts
- 7/31/24** SELPA to submit May and June 2023 TPP Service and Certified Invoices to DOR

AUGUST 2024

- 8/05/24** Districts to provide SELPA July PARs and PYR for TPP
- 8/15/24** SELPA to provide 23/24 Q4 Total NPS Reimbursement Transfer for invoices received/processed through 7/12/24 at Steering/ Finance meeting
- 8/15/24** SELPA to present AB 602 June 2024 CDE Certification (21/22 R3, 22/23 R1, 23/24 P2)
- 8/15/24** SELPA to present 2024-25 Schedule REX – projections based on enacted budget

SEPTEMBER 2024

- 9/07/24** Districts to provide SELPA August PARs and PYR for TPP
- 9/12/24** SBCSS to present PY (23/24) fee-for-service year-end actuals and return of funds (if appropriate) at Steering/Finance.
- 9/12/24** EV SELPA to present PY (23/24) Occupational Therapy Regional/ Proportionate Share Program return of funds (if appropriate) at Steering/Finance
- 9/12/24** EV SELPA to present 2023-24 Final NPS Costs
- 9/25/24** SELPA to submit July TPP Service and Certified Invoices to DOR

OCTOBER 2024

- 10/04/24** SELPA to begin working on 1st Interim budget revisions. Districts to provide SELPA with CY (24/25) P-2 ADA estimates & changes to PY ADA (if any) by Oct 7th for First Interim reporting and Projections
- 10/07/24** Districts to provide SELPA September PARs and PYR for TPP
- 10/10/24** EV SELPA to present SEMA and SEMB MOE summary, Subsequent-Year Tracking, and Excess Cost Calculation worksheets at Steering/Finance meeting due to CDE TBD
- 10/15/24** Districts to provide Grant Exp Report 4 or Final (July 1 – September 30 CY) to SELPA if applicable
- 10/21/24** SELPA to submit Extraordinary Cost Pool (ECP) program claim to SBCSS for CDE submission, Mail back up documents to CDE
- 10/25/24** Deadline for SELPA/SBCSS to submit CY (24/25) Part C Early Start Application to CDE
- 10/25/24** Deadline for SELPA/SBCSS to submit PY (23/24) Extraordinary Cost Pool claim to CDE – funded at Annual
- 10/25/24** SELPA to submit Aug TPP Service and Certified Invoices to DOR

Subject to change, updated as needed.



FY 2024-25 FISCAL REPORTING CALENDAR

NOVEMBER 2024

11/08/24	Districts to provide Oct PARs and PYR for TPP to SELPA
11/14/24	SELPA to present CY (24/25) 1st Quarter NPS reimbursement transfer for paid invoices at Steering/Finance
11/14/24	SELPA to present Schedule REX (24/25) 1 st Interim projections at Steering/Finance
11/15/24	Maintenance of Effort SEMA 23/24 Unaudited Actuals due to CDE
11/15/24	Maintenance of Effort SEMB 23/24 Unaudited Actuals/Budget due to CDE
11/15/24	Excess Cost Calculation(s) 23/24 due to CDE
11/15/24	Maintenance of Effort Subsequent Year Tracking Worksheets due to CDE
11/20/24	SELPA and EV Ops will provide SBCSS FFS Fall 1 count to District Spec Ed Directors
11/22/24	SELPA to submit September TPP Service and Certified Invoices to DOR
11/29/24	SELPA/IBS to submit Part C Grant Application Package to CDE
11/29/24	SELPA to submit Medi-Cal Program 2023-24 LEA BOP Annual report to DHCS
TBD	SELPA to submit Infant Waiver Request to CDE if applicable (Current waiver valid until 6/30/24)

DECEMBER 2024

12/07/24	Districts to provide November PARs and PYR for TPP to SELPA
12/12/24	SELPA to present First Interim budget revisions at Steering/Finance
12/12/24	SELPA to present CY (23/24) Fall Count for SBCSS Fee-for-service Students
12/13/24	Districts to provide SELPA DAT file for SEMAI (1 st Interim) for MOE monitoring
12/27/24	SELPA to submit October TPP Service and Certified Invoices to DOR

JANUARY 2025

1/06/25	SELPA to provide NPS P-1 ADA to Districts ***District deadline to BAS 1/10/25
1/06/25	Districts to provide December PARs and PYR for TPP to SELPA
1/13/25	SELPA to submit to SBCSS Infant Funding Report for P-1, to CDE January 31
1/16/25	Districts to provide Grant/Fund Expenditure Reports # 1 (Jul 1 – Dec 31) to SELPA for CY (24/25) or report # 5 (PY 23/24) if applicable
1/24/25	SELPA to submit November TPP Service and Certified Invoices to DOR

FEBRUARY 2025

All Month	FY 2025/26 Budget Development
2/07/25	Districts to provide January PARs and PYR for TPP to SELPA
2/13/25	SELPA to present SEMAI 1 st Interim MOE summary report/MOE monitoring and preparation
2/13/25	SELPA to present CY (24/25) 2 nd Quarter NPS reimbursement transfer for invoices paid thru Dec 2024 at Steering/Finance
2/17/25	Districts to provide SELPA with CY 23/24 P-2 estimates
2/21/25	SELPA to submit December TPP Service and Certified Invoices to DOR
TBD	SELPA to submit to AU FY 25/26 EV SELPA budgets
TBD	SELPA to prepare February certifications for CY (24/25) and PY (23/24, 22/23) AB602 Funding Allocation

Subject to change, updated as needed.



FY 2024-25 FISCAL REPORTING CALENDAR

MARCH 2025

- 3/07/25** Districts to provide February PARs and PYR for TPP to SELPA
- 3/07/25** Districts to provide SELPA DAT file for SEMAI (2nd Interim) for MOE monitoring
- 3/13/25** SELPA to present CY (23/24) Regional services Proportionate Share Costs as of 2nd Interim (MH, OT, & PT)
- 3/14/25** Districts to complete and turn in final requests for Low Incidence materials (technology or furniture) purchases for FY 24/25
- 3/17/25** SELPA to provide Low Incidence Inventory Report to districts for review (tentative)
- 3/27/25** SELPA to send (24 /25 P-1, 23/24 Annual, 22/23 Annual 2) AB602 allocations based on February Certifications to districts by e-mail
- 3/27/25** SELPA to submit January TPP Service and Certified Invoices to DOR
- TBD** SELPA to work on Annual Budget Plan for CAC and Steering presentation

APRIL 2025

- TBD** Districts to return Low Incidence Inventory verification report to SELPA (Elizabeth Coronel)
- 4/05/25** Districts to provide March PARs and PYR for TPP to SELPA
- 4/11/25** SBCSS to present EV County Operated Spec Education FFS budget and Proposed rates for FY 24/25 at Steering/Finance
- 4/11/25** SBCSS to present Student Services Counseling Center – Intensive Therapeutic Services rate for FY 24/25
- 4/11/25** SELPA to send SEMAI 2nd Interim MOE monitoring/summary report to districts
- 4/11/25** SELPA to provide P-2 NPS ADA to districts *District deadline to BAS TBD
- 4/14/25** **Districts to complete and turn in final requests for Low Incidence materials (non-technological or furniture) purchases for FY 23/24**
- 4/15/25** **Districts to provide Grant Expenditure Report #2 (Jan 1 – Mar 31) or Final to SELPA for CY (24/25)**
- TBD** SELPA to present 25/26 Operating Budget to Board Budget Ad Hoc
- 4/25/25** SELPA to submit February TPP Service and Certified Invoices to DOR
- 4/28/25** SELPA to certify EV SELPA Consortium 23-24 Personnel Data Report

MAY 2025

- 5/06/25** Districts to provide April PARs and PYR for TPP to SELPA
- 5/08/25** SELPA to present FY 25/26 Proposed EV SELPA Budgets at Steering/Finance
- 5/08/25** SELPA to present 3rd Quarter NPS reimbursement transfer for invoices paid at Steering/Finance
- TBD** **SELPA to provide Low Incidence Inventory Report to districts for review**
- TBD** **Districts to return Low Incidence Inventory verification report to Elizabeth Coronel (SELPA)**
- 5/21/25** **SELPA to provide District directors MAY count for SBCSS Fee-for-Service for review/verification**
- 5/21/25** SELPA to present to Board of Directors EV SELPA FY 25/26 Proposed Budgets and SBCSS EV County Operated Spec Education FFS FY 25/26 rates

Subject to change, updated as needed.



FY 2024-25 FISCAL REPORTING CALENDAR

JUNE 2025

- 6/06/25** Districts to provide May PARs and PYR for TPP to SELPA
- 6/11/25** Districts to turn in any pre-approved Low Incidence requests for reimbursement to Elizabeth Coronel (SELPA)
- 6/11/25** Districts Spec Ed directors to return SBCSS FFS MAY count signed verification forms to SELPA
- 6/13/25** SBCSS to present final FY 24/25 EV County Operated Spec Education FFS average counts/costs at Steering
- 6/13/25** SELPA to present Proportionate Share Regional Programs student counts/projected costs at Steering
- 6/13/25** SELPA to present FY 25/26 Schedule REX Projections based on Governor's May Revise
- 6/23/25** SELPA to submit April TPP Service and Certified Invoices to DOR
- 6/28/25** SELPA to provide Annual NPS ADA to districts - due to County Office, SBCSS first week of July
- 6/28/25** Districts to prepare ALL grant (SELPA pass-throughs & LEAs) Expenditure Reports 3 (April 1, 2024- June 30, 2025) or FINAL expenditure reports for submission in mid-July 2025
- TBD** SELPA to finalize AB602 CDE Certifications for CY (24/25) and PY (23/24), and PPY (22/23).

PROGRAM ITEMS

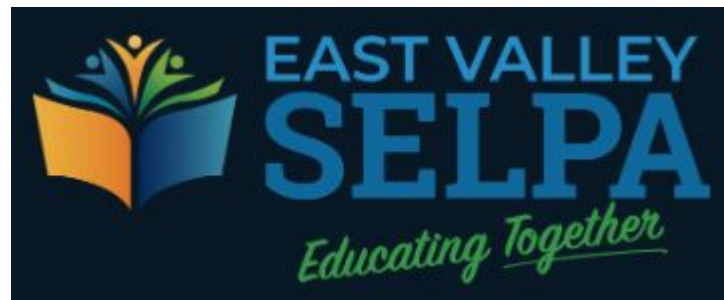
4.6 System Improvement Lead (SIL) Data & Inclusion PD



Supporting
Inclusive
Practices



EV SELPA Data Connections





LEA Name: East Valley SELPA

«Fast Facts»

LEA Location & Size
Inland Empire Multi-District
SELPA
~ 185,000 ADA 11,000
SWD

County and SELPA
San Bernardino
EUSSELPA

Other LEA Fact
Colton Rim of the World
Redlands Los Angeles-California
Rialto

Our Vision

Giving everyone opportunities to access curriculum, extra-curricular activities, electives, and their peers in meaningful, supportive, age-appropriate settings.

Our Goals

- ① Improve LRE numbers
- ② Provide member districts with opportunities to explore inclusive practices in a way that can create responsible change
- ③ Generate momentum for belief system shifts from custodians to board members

Inclusion Highlight of the Year

May 1 United In Inclusion Leadership Summit
Beginning Co-teaching
Disbanding self-contained A/M settings

The Road Ahead: Next Steps in our Inclusion Journey

Ribbon of Inclusion recognition awards

Biggest Impediments to Change



Lack Alignment:

Not clear on what is expected.



Externalizing the need for change:

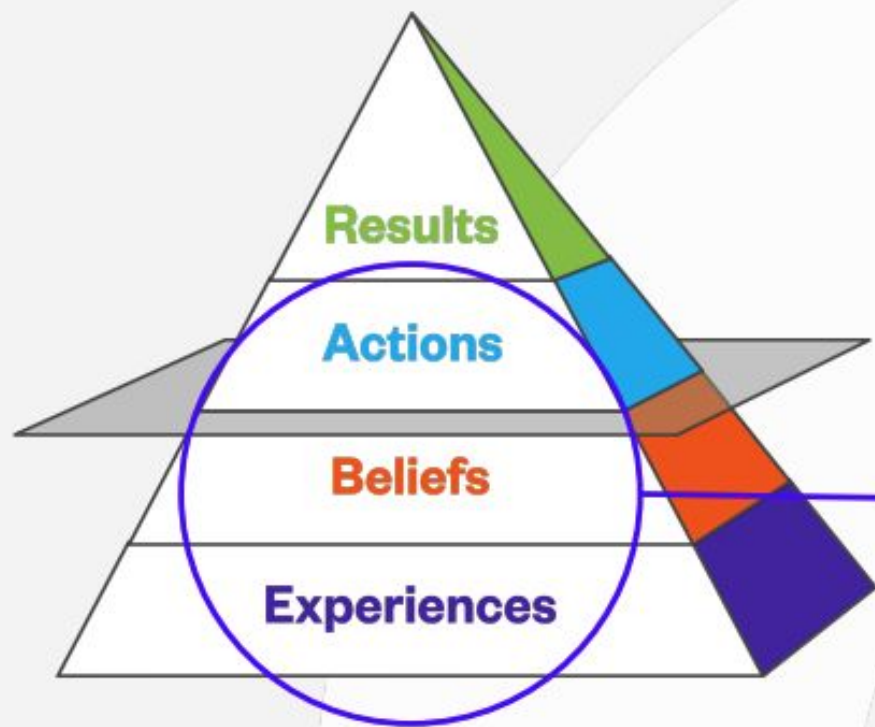
BTL mindset that it's someone else, not me.



Belief Bias:

How I currently think and act at SIP, based on the experiences I've had.

The Results Pyramid®



Culture
The way people
think and act to
get results.

United in Inclusion! Our Cultural Beliefs



United in Inclusion! Our Cultural Beliefs



United in Inclusion! Our Cultural Beliefs

ALL IN

We cultivate a mindset and culture where all belong!

Tools of emPOWERment

We design and embrace inclusive systems.

Reimagining Resources

We make resources accessible for all.



Cultural Beliefs Into Actions

- Understanding our current culture
- Data insights into practices
- Leveraging quantitative data to elevate community voice



LEGAL FOUNDATIONS





Legal Foundations



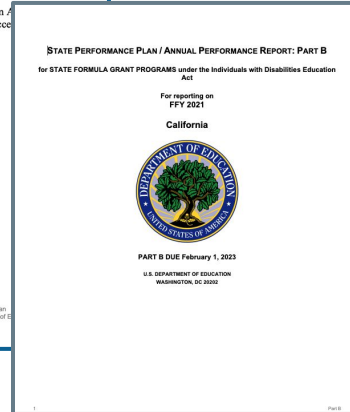
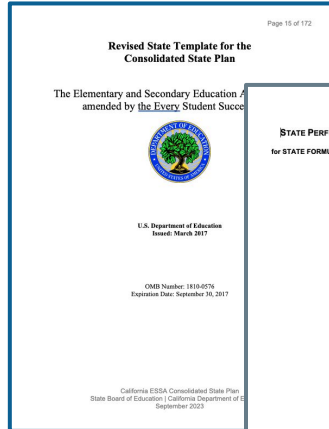
U.S. Department of Education

Every Student Succeeds Act (ESSA)

K-12 education

Individuals with Disabilities Education Act (IDEA)

3 years- 21 years

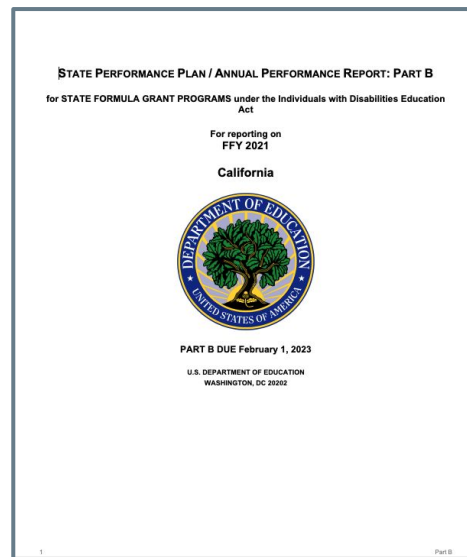


SIP Focused Federal & State Mandates



Indicators

SPP Compliance Indicators	SPP Performance Indicators
4b: Discipline Rate by Race/Ethnicity	1: Graduation Rate
9: Disproportionate Representation	2: Dropout Rate
10: Disproportionate Representation by Disability	3: Statewide Assessment
11: Child Find	4a: Discipline Rate: Overall
12: Early Childhood Transition	5: Education Environments
13: Secondary Transition	6: Preschool Least Restrictive Environment
	7: Preschool Outcomes
	8: Parent Involvement
	14: Post-School Outcomes
	15: Resolution Sessions ²
	16: Mediation ²
	17: State Systemic Improvement Plan ²



Special Education Division Foci

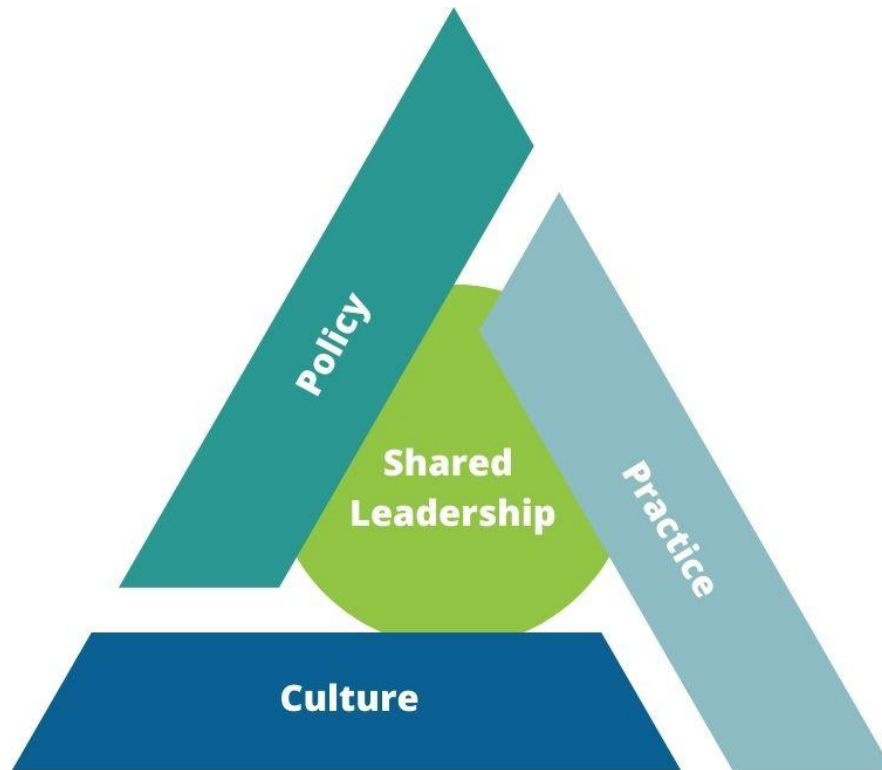
- Inclusion/Rightful Presence & access for all students is the core of our work
- Fully implement our general supervision and system of support to ensure effective implementation of IDEA – Focus on progress & monitoring
- Support student success from birth to 22 and beyond
- Create successful system of ADR at the State Level



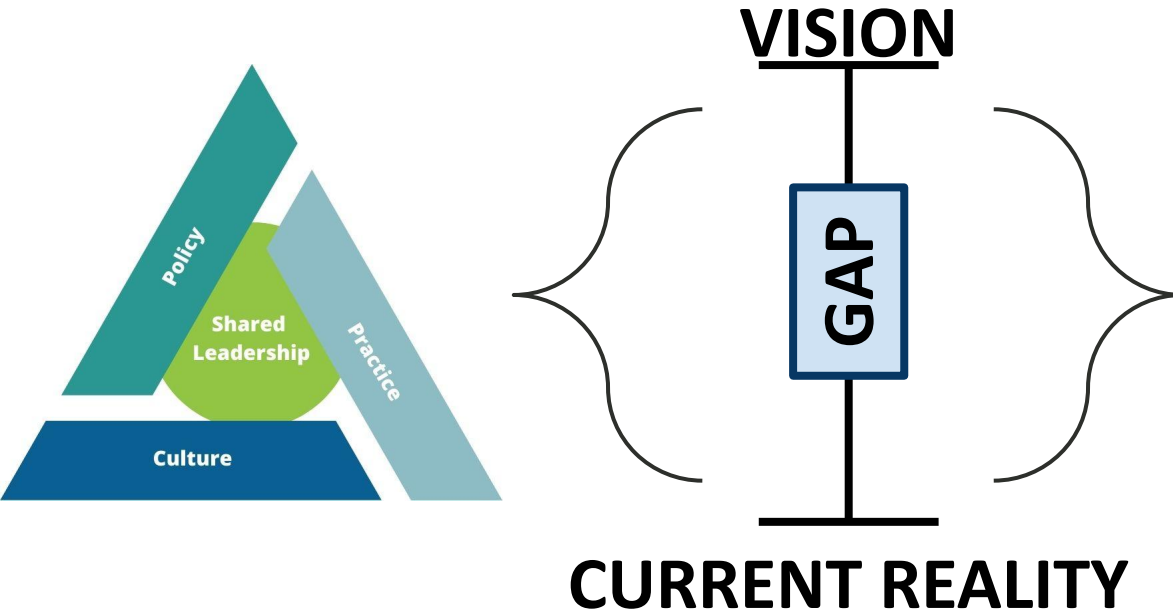
WHY DATA?



Why Data is Important?



Why Data is Important?



What is our current reality?

What is happening?

What is missing in the gap?

How can we learn more?



WHAT DATA?

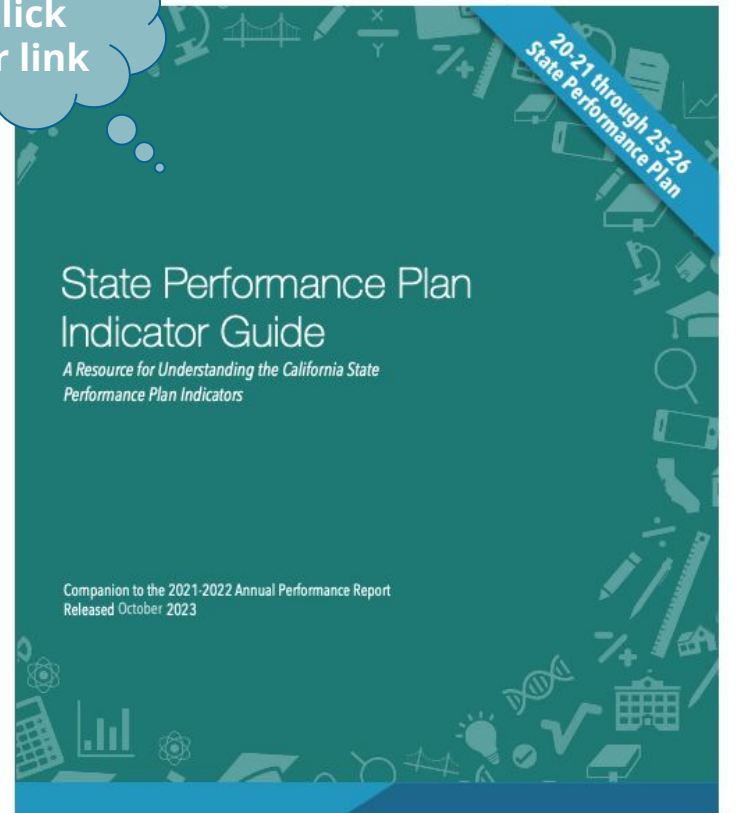


SPPI Indicator Guide

- Support local school leaders in analyzing local level APR data
- Improve quality of education for ALL students
- Emphasis on students with disabilities

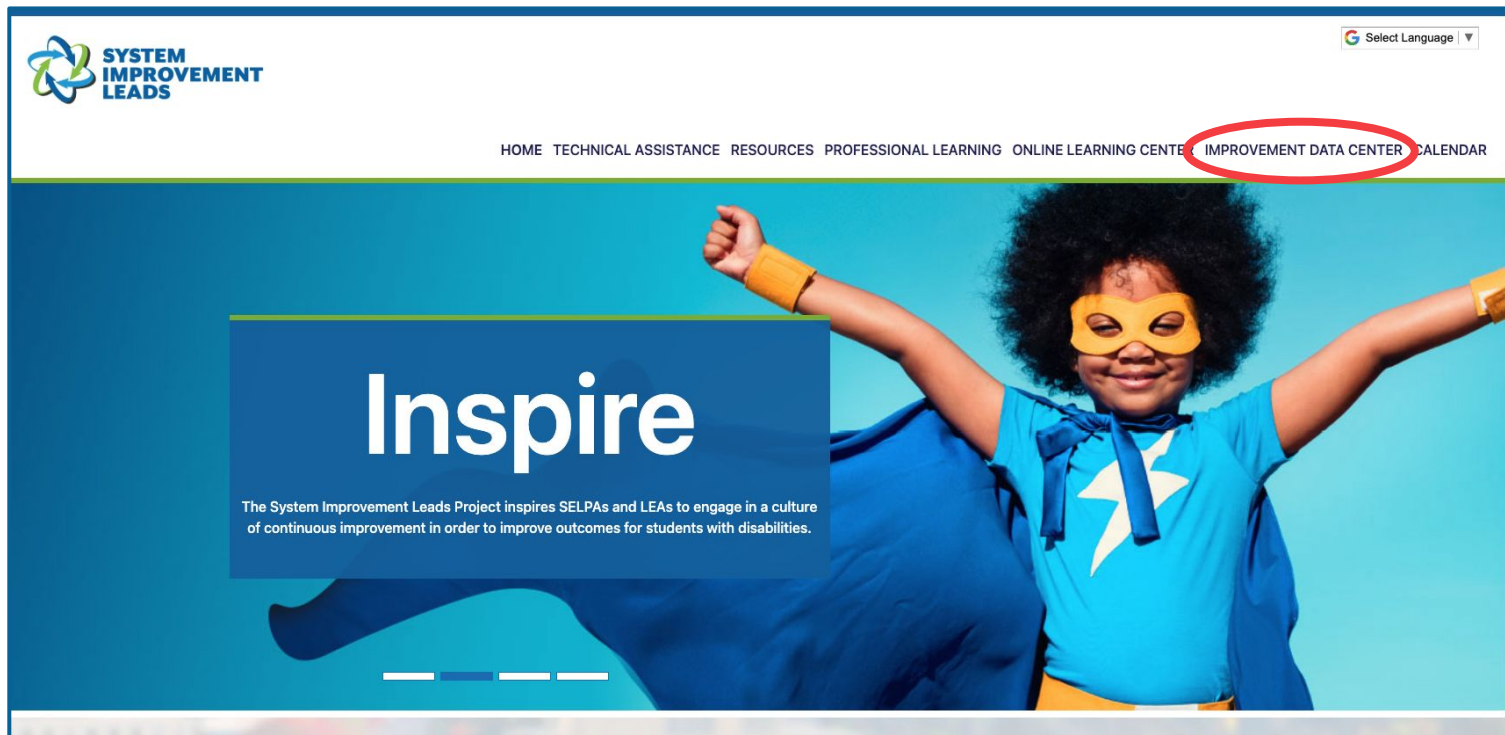


Click
for link



<https://systemimprovement.org/>

System Improvement Leads (SIL)



Things to know with the Dashboard

Select Level

Reporting Level: District ▼ Organization: System Improvement Unified ▼

State Performance Plan Indicators

Click on each State Performance Plan Indicator to see more information.

School Year: 2021 - 2022 ▼



1 Graduation Rate



2 Dropout Rate



3 Statewide Assessment



4 Discipline Rate



5 Least Restrictive Environment



6 Preschool Least Restrictive Environment



7 Preschool Outcomes



8 Parent Involvement



9 Disproportionate Representation



10 Disproportionate Representation by Disability



11 Timely Eligibility Evaluation



12 Timely Part C to B Transition



13 Post-Secondary Transition Goals and Services



14 Post-Secondary Outcomes

Annual Performance Reports

Click the annual performance report you would like to view.

Report Year: 2021 - 2022

[System Improvement Unified](#)

Report Year: 2020 - 2021

[System Improvement Unified](#)

Report Year: 2019 - 2020

[System Improvement Unified](#)

Report Year: 2018 - 2019

[System Improvement Unified](#)

Report Year: 2017 - 2018

[System Improvement Unified](#)

Report Year: 2016 - 2017

[System Improvement Unified](#)

Report Year: 2015 - 2016

[System Improvement Unified](#)

Click APR Search to browse all available APRs



Help

Direct link to LEA's APR

14 indicators



What Data Drilldown Reports Share

Overview

Disability

Race/Ethnicity

Gender

Grade Level

School

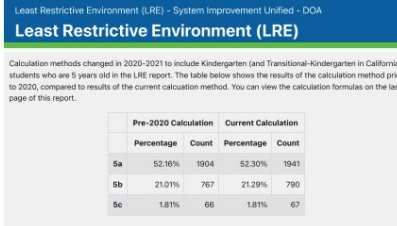
English
Language
Acquisition

Socio-
Economic
Status

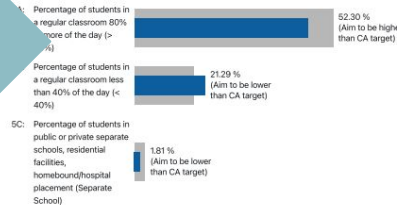
Calculation
Formulas

Navigation tab to view
by specific demographic

Overall Indicator
data is charted



Indicator 5: Access to the Least Restrictive Environment for Students with Disabilities
The chart below shows Indicator 5 which measures whether students with disabilities (ages 5-22 years) are educated in the least restrictive environment.



Displaying targets for the 2021 - 2022 school year. Indicator targets may change. Check the current year targets your LEA's Annual Performance Report.

Note: These reports are based on CALPADS data your LEA has uploaded to our system. These snapshot reports are intended to provide information about your LEA's current performance, and therefore may not match the Annual Performance Report.

Preschool Least Restrictive Environment (PSLRE) - Capin Valley Union - DOA		
Age	Total Enrollment	Special Education Enrollment
	18,437	3,773

Least Restrictive Environment by Age

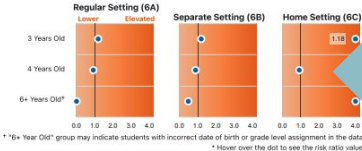
This table shows the percentage of preschool students by age who attend a regular early childhood program (6A), attend a separate special education class, separate school, or residential facility (6B), or receive services at home (6C).

		fewer students		more students	
		Regular Setting (6A)	Separate Setting (6B)	Home Setting (6C)	Other Setting (6D)
All Students - Total Enrollment: 500		24%	41%	5%	
3 Years Old	225 3 yrs	26%	45%	1%	
4 Years Old	265 4 yrs	23%	39%	<1%	
6+ Years Old*	10 6+ yrs	0%	20%	30%	5%

* "6+ Year Old" group may indicate students with incorrect date of birth or grade level assignment in the data.

Likelihood of Student Placement in the Least Restrictive Environment by Age

These risk ratio graphs tell us if students in one group are at a lower or higher risk of being in a certain environment (6A, 6B, 6C). The dot shows the risk ratio value for each group. A value higher than 1.0 means students are more likely to be in that environment, and lower than 1.0 they are less likely to be in that environment.



Question to consider:

Use the following to guide the analysis of your data: Students that are _____ (age) are _____ (risk ratio #) times more likely to be in a _____ (educational environment).

Note: These reports are based on CALPADS data your LEA has uploaded to our system. These snapshot reports are intended to provide information about your LEA's current performance, and therefore may not match the Annual Performance Report.

Heat maps: darker
the higher %

Risk Ratio: ≥ 3
indicated with #

Sentence frames to guide
analysis



4.7 NonPublic School Information



EAST VALLEY
SELPA

Educating Together

Restraint and Seclusion Documentation Requirements

Jennifer Brooksby, Program Manager
East Valley SELPA

May 17, 2024

Outcome

- ▶ Attendees will learn requirements for reporting restraint and seclusion data to ensure compliance with AB 2657 and AB 1466.

Background Information What?

AB 2657, Weber, Pupil Discipline: Restraint and Seclusion

- ▶ Existing law prohibits a person employed by or engaged in a public school to inflict, or cause to be inflicted, corporal punishment upon a pupil.
- ▶ This bill would authorize an educational provider, as defined, to use behavioral restraints, which includes physical and mechanical restraints, or seclusion, as defined, only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive, and if other specified conditions are met. The bill would prohibit an educational provider from using a behavioral restraint or seclusion in certain circumstances, including, but not limited to, using seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation, and would prohibit the use of certain restraint and seclusion techniques. The bill would require a local educational agency that meets a specified federal definition to collect and, no later than 3 months after the end of a school year, report to the State Department of Education annually on the use of behavioral restraints and seclusion for pupils enrolled in or served by the local educational agency for all or part of the prior school year, as specified. The bill would require that the data collection and reporting requirements be conducted in compliance with specified federal law, and would prohibit those requirements from being construed to impose a new program or higher level of service on local educational agencies or nonpublic schools or agencies.

CA Education Code 49005

49005.

The Legislature finds and declares all of the following:

- (a) While it is appropriate to intervene in an emergency to prevent a student from imminent risk of serious physical self-harm or harm of others, restraint and seclusion are dangerous interventions, with certain known practices posing a great risk to child health and safety.
- (b) United States Department of Education guidelines specify that the use of restraint and seclusion must be consistent with the child's right to be treated with dignity and to be free from abuse.
- (c) Restraint and seclusion should only be used as a safety measure of last resort, and should never be used as punishment or discipline or for staff convenience.
- (d) Restraint and seclusion may cause serious injury or long lasting trauma and death, even when done safely and correctly.
- (e) There is no evidence that restraint or seclusion is effective in reducing the problem behaviors that frequently precipitate the use of those techniques.
- (f) Students with disabilities and students of color, especially African American boys, are disproportionately subject to restraint and seclusion.

Definition of Mechanical Restraint

- ▶ Definition provided in Education Code 49005.1:
 - ▶ (d) (1) “Mechanical restraint” means the use of a device or equipment to restrict a pupil’s freedom of movement.
 - ▶ (2) (A) “Mechanical restraint” does not include the use of devices by peace officers or security personnel for detention or for public safety purposes.
 - ▶ (B) “Mechanical restraint” does not include the use of devices by trained school personnel, or by a pupil, prescribed by an appropriate medical or related services professional, if the device is used for the specific and approved purpose for which the device or equipment was prescribed, which shall include, but not be limited to, all of the following:
 - ▶ (i) Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports.
 - ▶ (ii) Vehicle safety restraints when used as intended during the transport of a pupil in a moving vehicle.
 - ▶ (iii) Restraints for medical immobilization.
 - ▶ (iv) Orthopedically prescribed devices that permit a pupil to participate in activities without risk of harm.

Definition of Physical Restraint

- ▶ Definition provided in Education Code 49005.1:
 - ▶ (f) (1) “Physical restraint” means a personal restriction that immobilizes or reduces the ability of a pupil to move the pupil’s torso, arms, legs, or head freely. “Physical restraint” does not include a physical escort, which means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a pupil who is acting out to walk to a safe location.
 - ▶ (2) “Physical restraint” does not include the use of force by peace officers or security personnel for detention or for public safety purposes.

Definition of Seclusion

- ▶ Definition provided in Education Code 49005.1:
 - ▶ (i) “Seclusion” means the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving.
“Seclusion” does not include a timeout, which is a behavior management technique that is part of an approved program, that involves the monitored separation of the pupil in a nonlocked setting and is implemented for the purpose of calming.

AB 1466 amends EC 49006

49006. (a) A local educational agency that meets the definition of a “local educational agency” specified in Section 300.28 of Title 34 of the Code of Federal Regulations shall collect and, no later than three months after the end of a school year, report to the department annually on the use of behavioral restraints and seclusion for pupils enrolled in or served by the local educational agency for all or part of the prior school year.

(b) The report required pursuant to subdivision (a) shall include all of the following information, disaggregated by race or ethnicity, and gender:

(1) The number of pupils subjected to mechanical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(2) The number of pupils subjected to physical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(3) The number of pupils subjected to seclusion, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

AB 1466 amends EC 49006

(4) The number of times mechanical restraint was used on pupils, with separate counts for the number of times mechanical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(5) The number of times physical restraint was used on pupils, with separate counts for the number of times physical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(6) The number of times seclusion was used on pupils, with separate counts for the number of times seclusion was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

AB 1466 amends EC 49006

(c) Notwithstanding any other law, the data collected and reported pursuant to this section shall be available as a public record pursuant to Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code, and shall be posted annually on the internet website of the local educational agency.

(d) No later than three months after the report is due to the department pursuant to subdivision (a), the department shall post the data from the report annually on its internet website.

Background Information Why?

POSSIBLE.....but not PROBABLE

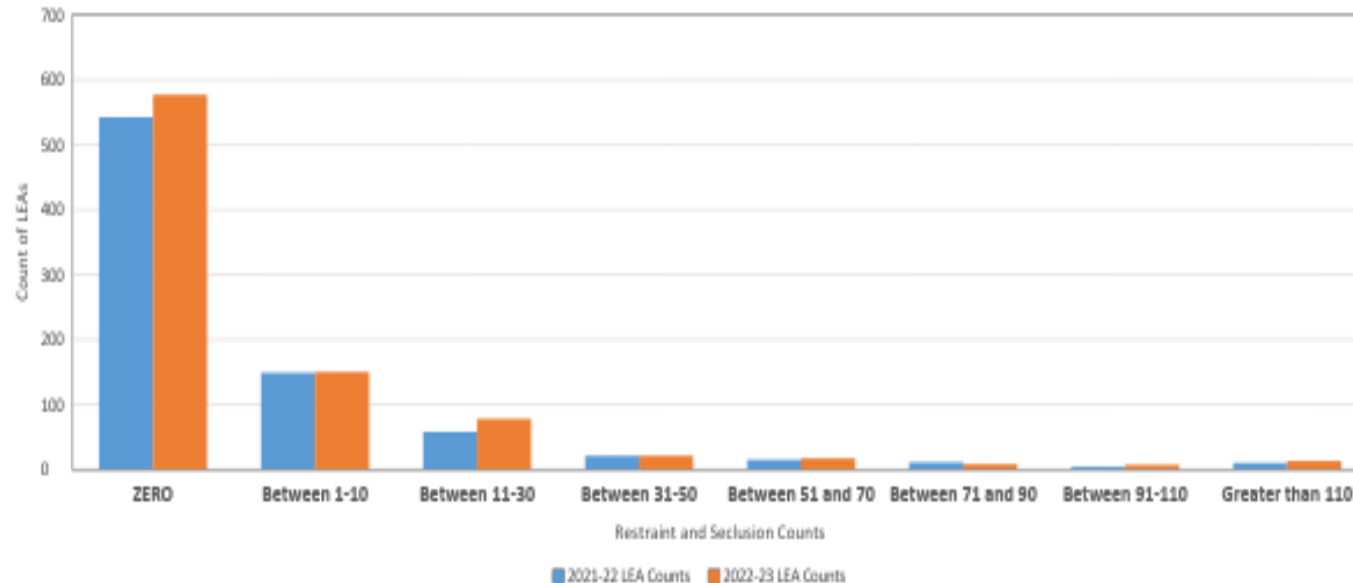
Total Enrollment	Count of General Education Students	Count of Students with Disabilities	Total Counts of Incidents of Restraint and Seclusion
77638	66371	11267	0
59072	50351	8721	0
47812	40359	7453	0
44996	38464	6532	0
37795	33372	4423	0
34874	29680	5194	0
34308	29433	4875	0
28505	25023	3482	0
27973	23869	4104	0
26626	22880	3746	0
23300	19509	3791	0
22973	19420	3553	0
22842	20489	2353	0
21260	17762	3498	0

Restraint and Seclusion Data for SWD 2021-22 and 2022-23 (1)

Total LEAs 2021-22: 811

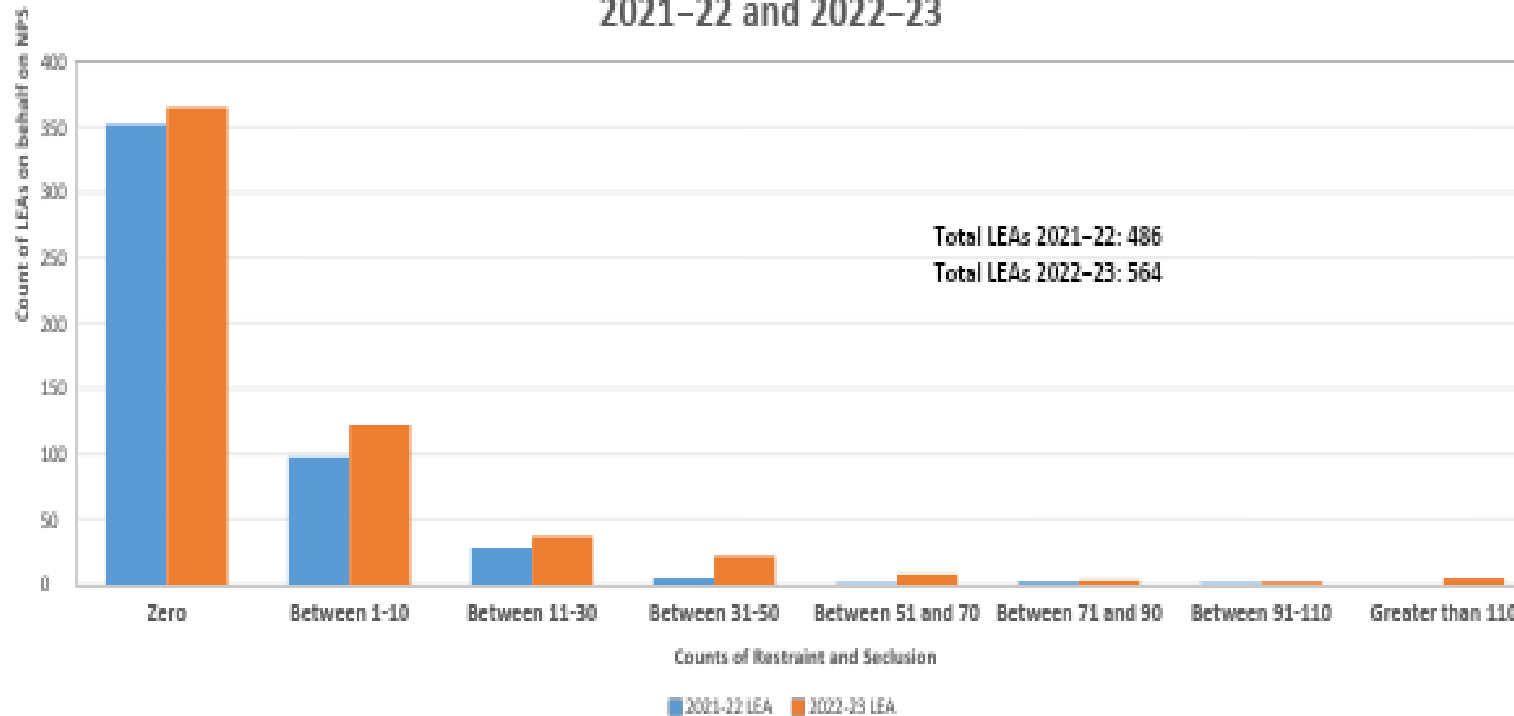
Total LEAs 2022-23: 871

2021-22 and 2022-23 R&S Counts for Large LEAs
(Greater than 100 SWDs)



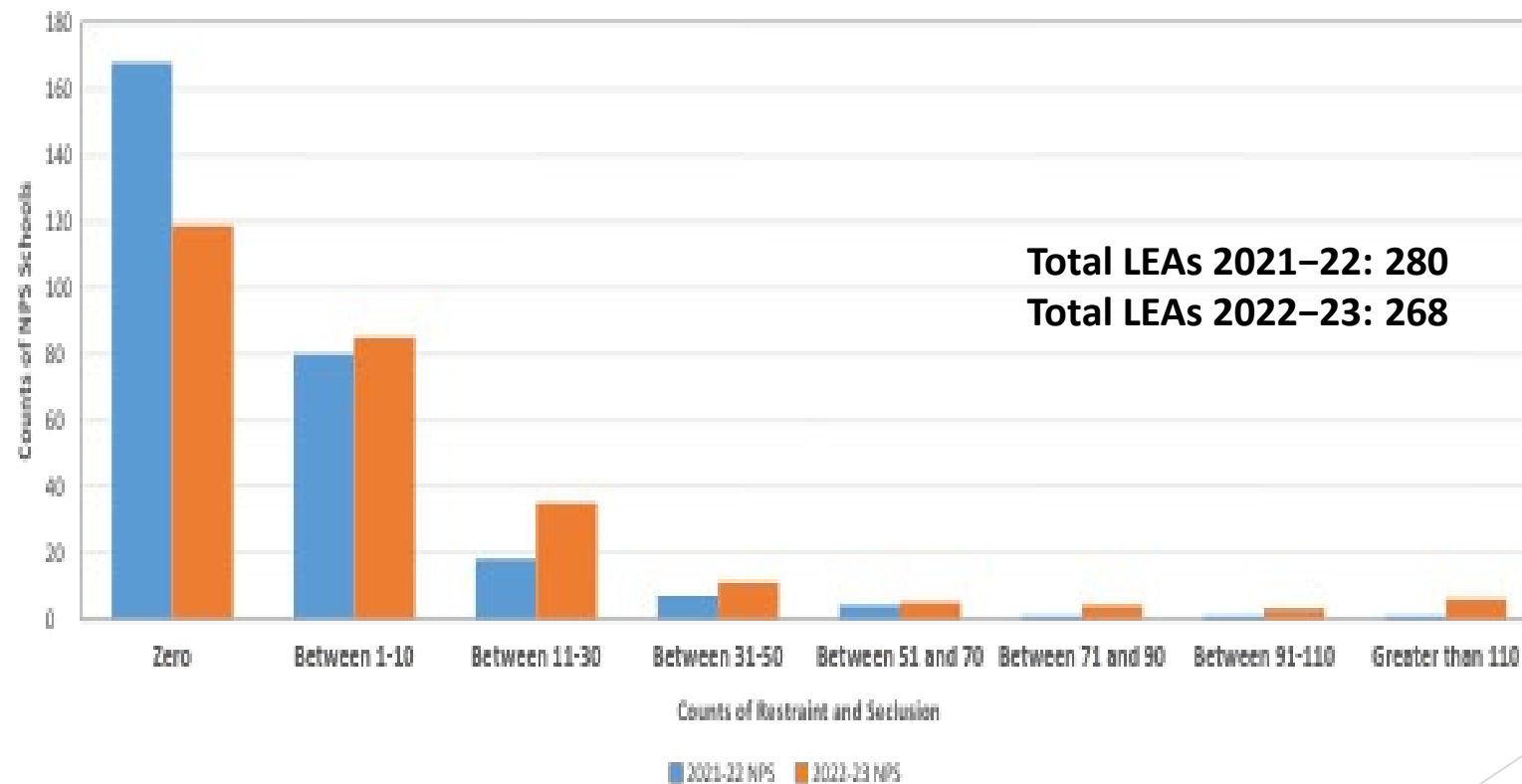
Restraint and Seclusion Data for SWD 2021-22 and 2022-23 (2)

LEAs Reporting Restraint and Seclusion at NPS
2021-22 and 2022-23



Restraint and Seclusion Data for SWD 2021-22 and 2022-23 (3)

NPS Schools Reporting Restraint and Seclusion 2021-22 and 2022-23



EV SELPA Restraint and Seclusion for SWD 2021-22

	SWD Count	Total SWD R&S Incidents	Total SWD R&S
EV SELPA	14,960	42	19
Colton	3,206	13	5
Redlands	3,756	15	6
Rialto	3,162	11	5
Rim	495	3	3
SBCSS	2,838	0	0
Yucaipa	1,503	0	0

EV SELPA Restraint and Seclusion for SWD at NPS 2021-22

	Total NPS Enrollment	Total NPS Incidents	Total SWD R&S
EV SELPA	59	18	6
Colton	12	1	1
Redlands	23	11	3
Rialto	13	5	1
Rim	3	1	1
SBCSS	2	0	0
Yucaipa	6	0	0

EV SELPA Restraint and Seclusion for SWD 2022-23

	SWD Count	Total SWD R&S Incidents	Total SWD R&S
EV SELPA	15,671	18	10
Colton	3,285	10	5
Redlands	4,007	5	3
Rialto	3,370	2	1
Rim	522	1	1
SBCSS	2,830	0	0
Yucaipa	1,657	0	0

EV SELPA Restraint and Seclusion for SWD at NPS 2022-23

	Total NPS Enrollment	Total NPS R & S Incidents	Total SWD R&S
EV SELPA	59	16	6
Colton	21	11	3
Redlands	13	5	3
Rialto	12	0	0
Rim	7	0	0
SBCSS	0	0	0
Yucaipa	6	0	0

Background Information When?

AB 1466 amends EC 49006

49006. (a) A local educational agency that meets the definition of a “local educational agency” specified in Section 300.28 of Title 34 of the Code of Federal Regulations shall collect and, no later than **three months after the end of a school year**, report to the department annually on the use of behavioral restraints and seclusion for pupils enrolled in or served by the local educational agency for all or part of the prior school year.

(b) The report required pursuant to subdivision (a) shall include all of the following information, disaggregated by race or ethnicity, and gender:

(1) The number of pupils subjected to mechanical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(2) The number of pupils subjected to physical restraint, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(3) The number of pupils subjected to seclusion, with separate counts for pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

AB 1466 amends EC 49006

(4) The number of times mechanical restraint was used on pupils, with separate counts for the number of times mechanical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(5) The number of times physical restraint was used on pupils, with separate counts for the number of times physical restraint was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

(6) The number of times seclusion was used on pupils, with separate counts for the number of times seclusion was used on pupils with a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils with an individualized education program, and pupils who do not have a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) or an individualized education program.

AB 1466 amends EC 49006

(c) Notwithstanding any other law, the data collected and reported pursuant to this section shall be available as a public record pursuant to Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code, **and shall be posted annually on the internet website of the local educational agency.**

(d) No later than three months after the report is due to the department pursuant to subdivision (a), the department shall post the data from the report annually on its internet website.

CALPADS Reporting

CALPADS Calendar for 2023–24

CALPADS Snapshot Collection Windows and Certification Deadlines

CALPADS Submission	Census Day	Primary Data Submitted	Official Submission Window	Certification Deadline	Amendment Window
End-of-Year (EOY) 3 2023–24	N/A	<ul style="list-style-type: none"> ▪ Student Incidents ▪ Cumulative Enrollment ▪ Student Absence Summary ▪ One-Year Graduate and Completer Counts ▪ Count of English Learner (EL) Reclassified during School Year ▪ Homeless Students 	May 7, 2024 to July 26, 2024	July 26, 2024	July 27, 2024 to August 16, 2024

District Name	School Name	NPS	Reporting Category	Count of Mechanical Restraints	Unduplicated Count of Students Mechanically Restrained	Count of Physical Restraints	Unduplicated Count of Students Physically Restrained	Count of Seclusions	Unduplicated Count of Students Secluded
		ALL	SD	*	*	*	*	*	*
		ALL	SE	*	*	*	*	*	*
		ALL	SF	*	*	*	*	*	*
		ALL	SH	*	*	*	*	*	*
		ALL	SM	*	*	*	*	*	*
		ALL	SS	*	*	*	*	*	*
		ALL	GF	*	*	64	27	*	*
		ALL	GM	*	*	268	98	*	*
		ALL	GN	*	*	*	*	*	*
		ALL	GZ	*	*	*	*	*	*
		ALL	RA	*	*	*	*	*	*
		ALL	RB	*	*	48	25	*	*
		ALL	RD	*	*	*	*	*	*
		ALL	RF	*	*	17	*	*	*
		ALL	RH	*	*	135	65	*	*
		ALL	RI	*	*	*	*	*	*
		ALL	RP	*	*	*	*	*	*
		ALL	RT	*	*	21	*	*	*
		ALL	RW	*	*	102	20	*	*
		ALL	S5	*	*	*	*	*	*
		ALL	SD	*	*	332	125	*	*
		ALL	SE	*	*	66	32	*	*
		ALL	SF	*	*	20	*	*	*
		ALL	SH	*	*	*	*	*	*
		ALL	SM	*	*	*	*	*	*
		ALL	SS	*	*	154	89	*	*
		N	GF	*	*	25	17	*	*

RB = African American
 RI = American Indian or Alaska Native
 RA = Asian
 RF = Filipino
 RH = Hispanic or Latino
 RD = Not Reported
 RP = Pacific Islander
 RT = Two or More Races
 RW = White
 GM = Male
 GF = Female
 GN = Non-Binary
 GX = Missing
 SE = English Learners
 SD = Students with Disabilities
 SS = Socioeconomically Disadvantaged
 SM = Migrant
 SF = Foster
 SH = Homeless
 S5 = 504 Accommodation Plan
 TA = Total (Select Reporting Category student group)

When the CDE file is opened, this is what it looks like. Notice for smaller populations the data is “suppressed” and denoted with asterisks.

The different groups required under ed code are differentiated in the Reporting Category column.

Current CDE Reporting

- This education code 49006(d) also requires CDE to post this same data set. This is how they meet this requirement. Additional information about the Restraint and Seclusion Data can be found [here](#).

- Consider a similar process for posting to your LEA website.

Note: CDE posts by December 15th of each year.

Files include state, county, LEA-level data (i.e., county office of education, district, and charter school), and data at the NPS-level. Please refer to the file structure for details on what data are contained in the file. For more information about these data, please visit the [Information about the Restraint and Seclusion Data](#) web page.

Note: To protect student privacy, data in this file are suppressed (*) under the following conditions:

- When the Reporting Category is NOT equal to TA (Total)
- When the Aggregate Level is NOT equal to T (State)
- When the corresponding cell size is 10 or less, including zero.

Year of Data	File	File Structure
2022-23	rsddata2223 (XLSX; 2MB; Posted 15-Dec-2023)	File Structure: Restraint and Seclusion Data
2021-22	rsddata2122 (XLSX; 2MB; Posted 15-Dec-2022)	File Structure: Restraint and Seclusion Data
2020-21	rsddata2021 (XLSX; 1MB; Posted 15-Dec-2021)	File Structure: Restraint and Seclusion Data
2019-20	rsddata1920 (XLSX; 2MB; Revised 11-Dec-2020)	File Structure: Restraint and Seclusion Data

CALPADS Disciplinary Restraint & Seclusion Data (2022–23)

California Department of Education

Analysis, Measurement, & Accountability Reporting Division

Data Processing and Reporting Office

Data certified as of: August 29, 2023

Source: 2022–23 California Longitudinal Pupil Achievement Data System (CALPADS) End-of-Year 3 Submission. Data are provided at the local educational agency (LEA) level. For the purposes of these data, LEAs include school districts, charter schools, and county offices of education.

Once you download the “rsddataXXXX” file, and open it, this is what you will see.

It is recommended to ensure all of these tabs are included in what is posted.

Filter data on this tab to show just your LEA.

< > Title Page

R&S File Structure

Data Suppression

2022-23 Restraints & Seclusions

+

What is a reportable incident?

Incidents involving violations of Education Code Sections 48900 and 48915 even if they did not result in suspension or expulsion and;



Incidents resulting in the use of behavioral restraints and seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915

Mechanical and physical restraints imposed by anyone except peace officers or school security personnel

Involuntary seclusion of a pupil alone who is physically prevented from leaving (excluding "time-outs")

Key Data for State Reporting

- ▶ Did the incident involve a violation of *Education Code* Sections 48900 or 48915?
If YES, then incident is reportable.
 - ▶ Which specific offense?
 - ▶ See *CALPADS Code Sets* document (<https://www.cde.ca.gov/ds/sp/cl/systemdocs.asp>) - Student Offense Codes
 - ▶ If this was a weapon-related offense, **what was the Weapon Type?**
 - ▶ See *CALPADS Code Sets* document (<https://www.cde.ca.gov/ds/sp/cl/systemdocs.asp>) - Weapon Category Codes
 - ▶ What were all incident results for the student? (e.g. suspension [in- or out-of-school], expulsion, mechanical restraint, physical restraint).
 - ▶ See *CALPADS Code Sets* document (<https://www.cde.ca.gov/ds/sp/cl/systemdocs.asp>) - Incident Result Codes
 - ▶ If suspended or expelled, **what was the duration of the suspension or expulsion?**
 - ▶ If suspended or expelled, **was instructional support provided** to the student (required if student has been **cumulatively** suspended or expelled more than 10 days)?
 - ▶ If restrained, **was the restraint applied by peace officers (law enforcement) or school security personnel?** **If NO, then incident result is reportable.**
- ▶ Did the incident result in restraint or seclusion (even if the incident did not involve a violation of *Education Code* Sections 48900 or 48915)?
 - ▶ If restrained, **was the restraint applied by peace officers (law enforcement) or school security personnel?** **If NO, then incident result is reportable.**

Data Collection

- ▶ The CDE collected restraint and seclusion data for the first time from LEAs as part of the 2019-20 CALPADS End-of-Year (EOY) 3 annual data submission. In preparation for this data collection, the CDE directed LEAs to start collecting these data locally beginning in fall 2019 for submission to CALPADS from May to September 2020. To accommodate the collection of these data, the CALPADS student discipline data files were modified to include the collection of the following behavior restraint and seclusion data, which are defined in *EC* section 49005:1:
 - ▶ **Mechanical Restraint:** Use of a device or equipment to restrict a pupil's freedom of movement (with exceptions).
 - ▶ **Physical Restraint:** A personal restriction that immobilizes or reduces the ability of a pupil to move his or her torso, arms, legs, or head freely (with exceptions).
 - ▶ **Seclusion:** The involuntary confinement of the pupil alone in a room or area from which the pupil is physically prevented from leaving.

Data Collection (cont.)

- ▶ The CDE provides extensive technical assistance to LEAs regarding this new data collection and the submission of these data, including notices to the field, meeting with stakeholders, and numerous data collection trainings and webinars. During the CALPADS EOY 3 data submission window, LEAs were required to submit the required data to CALPADS within this window. To certify the accuracy of the data, LEAs were then required to review and *approve* the information displayed in the following CALPADS reports:
 - ▶ CALPADS Certification report 7.10 - Incident - Count
 - ▶ CALPADS Certification report 7.11 - Incident Results - Count

Student Incident Reporting for NPS Webinar

- ▶ LEAs and NPS sites may register for the following CDE webinar:
 - ▶ May 28, 2024
 - ▶ 1:00 p.m. - 3:00 p.m.
 - ▶ Topic: Student Incidents State Reporting for Nonpublic Schools 2024
 - ▶ https://us02web.zoom.us/webinar/register/WN_rCSs3nGtQ10lv-CYOA6Mtg
- ▶ In-person training dates with the CDE for NPS sites in the Fall will be forthcoming

How Should the Data be Reported?

CDE Expectations

- ▶ In accordance with AB 1466, LEAs are to record instances of Restraint and Seclusion for reporting in CALPADS to be reported during End of Year 3 (EOY 3).
- ▶ All instances of Restraint and Seclusion should be reported regardless of student program (Gen Ed, SpEd, 504).
- ▶ LEAs are to place the data on their website *ANNUALLY*.

Student Information System Documentation

Guidance ^
Assertive Discipline
Discipline
Counseling
Behavioral Emergency
Visitation
Retentions
Victims
Witnesses
Discipline Incidents
Discipline Dashboard

Add New Discipline Record

Select a Record to View Details:

Date	Violation	Action
2/20/2024	62- Horseplay	
2/20/2024	84- Threats to Others	
10/27/2023	47- Disruption of School Activities (E) 48900 (k)	

Administrative Decision (Disposition) Totals This Year

Action	Count	Total Days	Total Hours

Total Demerits

This Year	Cumulative
0	0


Student Information System Documentation



General	Additional Info	Expulsions	Victims	Witnesses	Other Violators	Behavioral Emergency Actions
---------	-----------------	------------	---------	-----------	-----------------	------------------------------

Student Information System Documentation

Behavioral Emergencies

 Print

Date

Code

Reason


School of Incident





Staff Type

Incident Lookup

 Add New Record


Student Information System Documentation

Behavioral Emergencies Print

Date	Code	Reason	School of Incident	Staff Type	Incident Lookup
  05/10/2024 	<input type="text"/> ▼	<input type="text"/> ▼	Eagle Unified School District ▼	<input type="text"/> ▼	0 
<div></div>					

Student Information System Documentation

Behavioral Emergencies

 Print

Date	Code	Reason	School of Incident	Staff Type	Incident Lookup
05/10/2024	<div>▼</div>	<div>▼</div>	Eagle Unified School District	<div>▼</div>	0
	MR	Mechanical Restraint			
	PR	Physical Restraint			
	SE	Seclusion			


Student Information System Documentation

Behavioral Emergencies

Print


Date	Code	Reason	School of Incident	Staff Type	Incident Lookup
05/10/2024			Eagle Unified School District		0
<div>01 School district/Charter School employee or volunteer</div> <div>02 District police officer, school resource officer (SRO) or other Peace Of</div>					

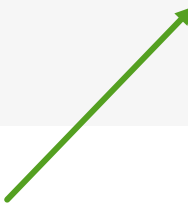
Student Information System Documentation

Behavioral Emergencies Print

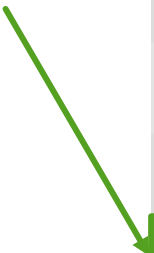
Date	Code	Reason	School of Incident	Staff Type	Incident Lookup
05/10/2024	PR		Eagle Unified School District	Inter School employee or volunteer	0

Enter notes





Student Information System Documentation



Guidance ^
Assertive Discipline
Discipline
Counseling
Behavioral Emergency
Visitation
Retentions
Victims
Witnesses
Discipline Incidents
Discipline Dashboard

PROCESS #2

- ▶ Can be documented under Behavioral Emergency
- ▶ Some SISs list Behavioral Emergency as AB 2657

Student Information System Documentation

Guidance ^
Assertive Discipline
Discipline
Counseling
Behavioral Emergency
Visitation
Retentions
Victims
Witnesses
Discipline Incidents
Discipline Dashboard

- ▶ Can be documented under Assertive Discipline or Behavioral Emergency/AB 2657.
- ▶ Both screens code in the same table to be reported to CALPADS
- ▶ Develop local practice for which screen to utilize.
- ▶ **SELPA Note**: many behavioral restraints are not the result of an Ed Code violation. Consider coding under Behavior Emergency.

Local Practices

1

Develop process for who records Restraints and Seclusions.

Don't forget to include Gen Ed, 504, and IEP students.

2

Consider process for school site to notify Special Education Department of any Restraint or Seclusion.

3

Ensure Special Education Administrators and support staff have access to view and edit these screens in the SIS.

4

Develop process to record all instances of Restraint and Seclusion that occur at a NonPublic School.

- Who receives the BER? Home School? Special Education Office? School Psychologist?
- Who enters the data?

Behavior Emergency Report (BER)

- ▶ Required to be filled out any time an emergency intervention is utilized on an individual with exceptional needs [Cal. Ed. Code § 56521.1\(e\)](#)
 - ▶ (e) To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day if an emergency intervention is used or serious property damage occurs. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs. The behavioral emergency report shall include all of the following:
 - ▶ (1) The name and age of the individual with exceptional needs.
 - ▶ (2) The setting and location of the incident.
 - ▶ (3) The name of the staff or other persons involved.
 - ▶ (4) A description of the incident and the emergency intervention used, and whether the individual with exceptional needs is currently engaged in any systematic behavioral intervention plan.
 - ▶ (5) Details of any injuries sustained by the individual with exceptional needs, or others, including staff, as a result of the incident.

East Valley Special Education Local Plan Area
BEHAVIORAL EMERGENCY REPORT

Student Name _____		Report Date _____	
Birth Date _____	Age _____	Grade _____	District _____
Date of Incident _____		Time incident began _____	
Setting/location of incident _____		Time incident ended _____	
IEP includes BIP <input type="checkbox"/> Yes <input type="checkbox"/> No		IEP/BIP Date _____	
Behavior addressed in <input type="checkbox"/> IEP <input type="checkbox"/> BIP			
Emergency Interventions Utilized			
Check all that apply: <input type="checkbox"/> Prone procedure (ex: BARR - Brief Assisted Required Relaxation) Length of time _____ <input type="checkbox"/> Site security involvement <input type="checkbox"/> Law enforcement involvement <input type="checkbox"/> Other agency involvement/event (Dept. of Behavioral Health, CPS, 5150, AWOL)			
Comments/description of emergency interventions: _____ _____			
Behavioral Emergency			
Describe what occurred including events that led up to the emergency: _____ _____			
Name(s) and position(s) of staff/others involved: _____ _____			
Student		Others (staff and/or other students)	
<input type="checkbox"/> No observable injuries <input type="checkbox"/> Injuries sustained Describe any injuries: _____		<input type="checkbox"/> No observable injuries <input type="checkbox"/> Injuries sustained Describe any injuries: _____	
Additional pertinent information: _____ _____			
Behavior Intervention Plan (BIP) (check one):			
<input type="checkbox"/> Student does not have a current BIP. Within two days of the behavioral emergency, the designated responsible administrator shall schedule an IEP meeting to review the emergency report to determine the necessity for a Functional Behavioral Assessment (FBA), and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting an FBA, not developing an interim plan, or both.			
<input type="checkbox"/> Student has an existing BIP. When an incident involving a previously unseen serious behavior problem occurs, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the BIP.			
BER Notifications			
<input type="checkbox"/> BER immediately sent to designated administrator	Date: _____	By whom: _____	
<input type="checkbox"/> Parent notified with one day	Date: _____	By whom: _____	
<input type="checkbox"/> BER sent to Prog. Manager of EVSELPA	Date: _____	By whom: _____	
<input type="checkbox"/> BER sent to administrator of DSEA	Date: _____	By whom: _____	
<input type="checkbox"/> BER placed in site student file	Date: _____	By whom: _____	
<input type="checkbox"/> BER placed in district student file	Date: _____	By whom: _____	
BER Form	Name	Title	
Person completing BER form:	_____	_____	
Contributing staff:	_____	_____	

Behavior Emergency Report (EV-75)

- Available on the secure side of the EV SELPA website [here](#).

Behavior Emergency Report Guidance

- ▶ Guidelines for Emergency Behavior Intervention Procedures (EV-75P) can be found on the secure side of the EV SELPA website [here](#).
- ▶ Important Guidelines
 - ▶ Should only be used to control unpredictable, spontaneous behavior that poses a clear and present danger of serious physical harm to the student with disabilities, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior.
 - ▶ Should not be used as a substitute for the systematic behavioral intervention plan that is designed to change, replace, modify, or eliminate a targeted behavior.

Behavior Emergency Report Guidance

- ▶ Anytime a Behavioral Emergency Report (BER) is written regarding an individual with exceptional needs who does not have a positive Behavioral Intervention Plan (BIP), the designated responsible administrator shall:
 - ▶ Within 1 Day: Contact parent;
 - ▶ Within two (2) Days: Schedule an IEP team meeting to review the BER and determine the need for a Functional Behavioral Assessment (FBA, EV-72) and/or need for an interim plan.
 - ▶ At the IEP meeting: The IEP team shall document, in the IEP Team Meeting Comments, the reasons for not conducting a FBA and/or not developing an interim plan OR initiate a Functional Behavioral Assessment (FBA) to determine the need for a Behavior Intervention Plan (BIP).
 - ▶ Ensure that the FBA is completed as soon as possible so that results and recommendations for development or modification of a Behavior Intervention Plan (BIP, EV-76) are available for review by the IEP team.

Behavior Emergency Report Guidance

- ▶ Anytime a Behavioral Emergency Report (BER) is written regarding an individual with exceptional needs who has a Behavioral Intervention Plan (BIP); an incident involving a previously unseen serious behavior problem; or where a previously designated intervention is ineffective; the administrator shall refer the incident to the IEP team to review and determine if the incident constitutes a need to modify the BIP.
 - ▶ Minor modifications to the BIP to improve program effectiveness can be made by the IEP team (including parent(s)) through the IEP Amendment process.
 - ▶ Significant changes may require the IEP team to request a Functional Behavioral Assessment (FBA) to determine the function of the behavior and appropriate interventions, strategies and supports. Proposed changes to the BIP are to be based on the FBA results.
- ▶ An IEP team or behavioral intervention planning team capitalizes on the experience and expertise of all its members. The individual's parents, as well as aides, regular education teacher, school psychologist, program specialist, or other interested credentialed staff, all have an integral part in the planning and intervention process

SELPA Responsibilities Related to BERs

- ▶ Based on new guidance from the CDE, the State SELPA Association will be reviewing current guidance on BERs, the language and content of the forms, and make recommendations for revisions.
 - ▶ Information will be forthcoming should changes to the EV SELPA forms be necessary
- ▶ EV SELPA updates the Master Contract with each NPS annually and is in the process of revision for this year. Watch for more specific language around reporting requirements, form use, and notifications to be made.

Key Takeaways

- ▶ CDE expects LEAs to report incidents of Restraint and Seclusion.
- ▶ Mandate is to post on the LEAs website, *annually*. Develop local practices.
- ▶ Ensure that all instances of Restraint and Seclusion are reported for all student groups (Gen Ed, 504, and IEP)
- ▶ Develop local guidelines for:
 - ▶ Where to record the data in the SIS?
 - ▶ Who is responsible for recording the data in the SIS?
 - ▶ Do all necessary personnel have access to view or input data in this screen?
 - ▶ How is this communicated to the Special Education Department?
 - ▶ Who reviews the data for accuracy?
 - ▶ Who receives NPS BERs?
 - ▶ Who is responsible for inputting NPS BERs in the SIS?



NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

East Valley Special Education Local Plan Area
670 E. Carnegie Dr.
San Bernardino, CA 92408

MASTER CONTRACT

GENERAL CONTRACT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

AGENCY _____

Contract Year _____

2024-2025

- ☐ Nonpublic School (NPS)
- ☐ Nonpublic Agency (NPA)
- ☐ Residential Treatment Center (RTC)

Type of Contract:

- ☐ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
- ☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
- ☐ Amended Master Contract for the fiscal year.

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

Date Initiated by SELPA: _____

Date Signed by Contractor: _____

Date Received by SELPA: _____

Expiration Date: _____

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

I. GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2024, between East Valley Special Education Local Plan Area, County of San Bernardino (hereinafter referred to as the “SELPA”) on behalf of its member districts (Colton JUSD, Redlands USD, Rialto USD, Rim of the World USD and Yucaipa-Calimesa JUSD (hereinafter referred to as “LEA”) and _____, a nonpublic, nonsectarian school or agency (hereinafter referred to as NPS/A or “CONTRACTOR”) for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004).

Payment for services will not be provided to CONTRACTOR until a fully executed Master Contract is complete, signed, and returned to EVSELPA. It is understood that this Contract does not commit the SELPA or LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the SELPA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the SELPA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

CONTRACTOR shall provide the SELPA with the following information as requested in writing to secure a Master Contract or a renewal:

- a. Current CDE Certification
- b. Insurance Document (as described in Section 15)
- c. Current Staff List with copies of current teacher credentials and clearance, along with copies of licenses from related services personnel
- d. Program Description
- e. School Calendar
- f. Bell Schedule
- g. Annual Training Certifications

If the application packet is not completed and returned to the SELPA, no Master Contract will be issued.

If CONTRACTOR does not return the Master Contract to SELPA duly signed by an authorized representative within ninety (90) calendar days of issuance by SELPA, the new contract rates will not take effect until the newly executed Master Contract is received by SELPA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract including all required documents within ninety (90) calendar days of issuance by SELPA, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to SELPA by CONTRACTOR, (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and SELPA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA shall be developed for the length of time for which services, provided by the CONTRACTOR, are specified in the LEA student's IEP. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and SELPA for so long as CONTRACTOR is servicing authorized students.

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

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

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

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

7. DEFINITIONS AND ACRONYMS

The following definitions and acronyms shall apply for purposes of this contract:

ADA	Average Daily Attendance
Authorized LEA Representative	Means an LEA administrator assigned by the LEA special education department administrator or administrative designee designated to be responsible for NPS/As. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The SELPA maintains sole responsibility for the contract, unless otherwise specified in the contract
Billable Day	A school day in which instructional minutes meet or exceed those in comparable LEA programs.
Billable Day of Attendance	A school day as defined in California Education Code section 46307 in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
CAASPP	California Assessment of Student Performance and Progress
CDE	California Department of Education
Contract	Also means Master Contract and is referred to as such in this document
Contractor	A nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
Credential	A valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing (CTC), which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
Days	Identified as calendar days unless otherwise specified.
ERMHS	Educationally Related Mental Health Services
Extended School Year (ESY)	IEP team determination via data analysis that a student with disabilities requires ESY as a component of FAPE when data indicates that student’s progress toward goals significantly regresses after lengthy school breaks and student does not recoup those losses during a reasonable amount of time after school resumes.
FAPE	Free and Appropriate Public Education

Fiscal Year (FY) July 1st through June 30th of the following year

IA Instructional Assistant/Aide

IEE Independent Educational Evaluation

IEP Individualized Education Program

ISA Individual Services Agreement

Immediate Within 24 hours

LCI Licensed Children's Institution

LEA Local Education Agency

License A valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

LRE Least Restrictive Environment

Master Contract Also means "Agreement" and is referred to as such in this document.

Notification Within fourteen (14) calendar days, unless otherwise specified.

NPS/NPA Nonpublic School/Nonpublic Agency

OAH Office of Administrative Hearings

Parent

- a. A biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- b. A guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
- c. An individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- d. A surrogate parent,
- e. A foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

Qualified	<p>Possession of a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in 34CCR sections 200.56 and 200.58, and those requirements set forth in CCR sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.</p> <p>Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (5CCR section 3001 (r)).</p>
RTC	Residential Treatment Center
SELPA	Special Education Local Plan Area, specifically East Valley SELPA as pertains to this contract
SBE	State Board of Education
Social Work	<p>A strength-based, family centered, culturally insightful, and needs driven individualized process that has proven to be an effective evidence-based practice. A series of steps are utilized to guide service planning for children with emotional and behavioral challenges and their families. The wraparound process provides comprehensive, community-based services for children and families who are working toward maintaining placement in the home and/or reunification to the home setting. The plan helps the youth maintain stability and safety in his or her home, school, and community; it helps the family develop an effective support network, increase their sense of competence, acquire new skills for managing the special needs of their child, and have access to the supportive resources they need. A team of staff work alongside the family and their natural support system (such as relatives and family friends) and professionals from schools and other agencies to create and implement individualized comprehensive plans.</p> <ol style="list-style-type: none"> A Master's level therapist provides individual and/or family therapy sessions if the student requires more intensive intervention. A Family Specialist meets weekly with the youth in school and in the home creating and implementing effective behavioral and academic interventions. The Family Specialist is also available to meet with school personnel and attend IEP meetings as needed. A Parent Partner acts as a family liaison between the caregivers and formal agencies. He or she also mentors caregivers in a variety of areas including supporting the student's education and monitoring progress, stress management, problem-solving, communication skills, anger management and behavior interventions. The Family Facilitator provides intensive case management and leads the family team meetings focusing on interventions, goals and stabilization-safety. He or she provides interventions and support for the student who may be at risk of a higher level of care or who is being returned home from out-of-home care. Family meetings occur weekly until the student is stable and then will occur monthly or as needed.
Stay Put	The setting and services in the last agreed upon (signed) and implemented IEP between LEA and Parent

II. ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed, or emailed, to SELPA shall be addressed to the person and address as indicated below and on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated below and on signature page of this Master Contract.

NOTICES

	<u>CONTRACTOR</u>	<u>EAST VALLEY SELPA</u>
Name:		Patty Metheny, Ed.D.
Title:		Chief Administrative Officer, EV SELPA
Address:		670 E. Carnegie Drive
City, St, Zip:		San Bernardino, CA 92408
Phone:		909-252-4507
Fax:		909-252-4533
Email:		patty.metheny@sbcss.net

9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in San Bernardino, California.

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

This Master Contract may be modified or amended by the SELPA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the SELPA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. Notwithstanding the foregoing, the SELPA may modify SELPA procedures from time to time without the consent of CONTRACTOR.

14. TERMINATION

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

CONTRACTOR or the SELPA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice. Upon termination without default of CONTRACTOR, SELPA shall pay, without duplication, for all services satisfactorily performed and verified expenses incurred to date of termination. Expenses shall be itemized for review and approval by SELPA. In consideration of this

payment, CONTRACTOR waives all right to any further payment or damage and shall turn over to SELPA all documents pertaining to its services hereunder, possessed by CONTRACTOR or under its control at the time of termination.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- c. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

- e. Sexual Molestation and Abuse Coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- f. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the SELPA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the SELPA, all LEAs for whom services are provided pursuant to this Contract, and their respective governing boards as additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- g. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the SELPA and all affected LEAs. At its option, the SELPA or an affected LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the SELPA or LEA or eliminate such deductibles or self-insured retentions with respect to the SELPA or LEA, its officials, and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- h. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA for whom services are provided pursuant to this Contract, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- i. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

 The policy shall be endorsed to name the SELPA and all LEAs for whom services are provided pursuant to this Contract, and their respective Governing Boards as *named* additional insured and shall provide specifically that any insurance carried by the SELPA or affected LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the SELPA and affected LEAs.
- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- c. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- d. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- e. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- f. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

If the SELPA or LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the SELPA or LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any

expenses, costs, taxes, penalties and interest charges incurred by the SELPA or LEA as a result of that holding.

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall maintain and make available to the SELPA, the original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be maintained and made available to the SELPA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the SELPA, LEA and their respective Governing Boards, Administrators, Employees and Agents as additional insureds with respect to the services provided under this Contract, including defense costs but excluding the proportionate share of negligence of such additional insureds.

As an alternative to the SELPA or LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the SELPA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and SELPA otherwise agree in writing, the SELPA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed, or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the SELPA/LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the SELPA/LEA may not fund services through the

evaluator whose IEE the SELPA/LEA agrees to fund. When no other appropriate assessor is available, the SELPA/LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR and LEA shall collaborate to ensure an approved course of study is included on all appropriate IEPs including the Transition Services page. The placing LEA shall accept approved course of study for consideration of awarding an LEA Diploma or Certificate of Completion. CONTRACTOR may provide a certificate of attendance or other ceremonial document at the end of a placement, but Certificate of Completion, Diploma or other official documentation shall be issued by the LEA as per education code.

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the SELPA a school calendar with the total number of billable days not to exceed 180 days, plus an additional twenty (20) extended school year billable days. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the SELPA. Nothing in this Master Contract shall be interpreted to require the SELPA to accept any requests for calendar changes.

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

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

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may

revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide the SELPA with all data related to student and billing information. CONTRACTOR shall agree to provide all data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the SELPA and/or LEA. It is understood that all NPS and agencies shall utilize the SELPA-adopted electronic web-based IEP system (EVSELPA SEIS) for all IEP development and progress reporting, unless otherwise agreed to by the SELPA. Additional progress reporting may be required by the LEA. The SELPA shall provide the CONTRACTOR with user training and permissions to allow adequate access to the EVSELPA SEIS for the purposes of completing requested activities consistent with EVSELPA policy. The NPS shall maintain confidentiality of all IEP data on the web-based system and shall protect the password requirements of the system. When a student disenrolls from the NPS, the NPS shall discontinue use of the web-based IEP system for that student.

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

The SELPA and/or LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports, progress reports, Behavior Emergency Reports (BERs), discipline data reports and/or restraint/seclusion data reports. The SELPA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings. In particular, the IEP section titled "Activities to Support Transition" (Form 5 - Offer of FAPE) must be addressed for every student.

Should pupil show improvement in his/her educational program (e.g. grades, progress toward goals, behavior charts), CONTRACTOR will contact pupil's LEA to call an IEP meeting. The IEP team will meet and decide pupil's appropriate LRE.

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), including Smarter Balanced Assessment Consortium ("SBAC"), California Alternative Assessment ("CAA"), and California Science Test ("CAST"), Desired Results Developmental Profile ("DRDP"), the Physical Fitness Test ("PFT"), and the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact

or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a Behavior Emergency Report (BER) when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used.

- a. Emergencies **require** a BER form be completed and submitted to the LEA and SELPA within twenty-four (24) hours for administrative action.
- b. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone.
- c. If the student's IEP does not contain a Behavior Intervention Plan (BIP), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a Functional Behavioral Assessment (FBA), and to determine an interim plan.
- d. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective.
- e. CONTRACTOR shall schedule, in collaboration with the LEA, an IEP meeting within two (2) days.

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

- a. Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric shock
- b. An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual
- c. An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
- d. An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
- e. Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
- f. Locked seclusion unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- g. An intervention that precludes adequate supervision of the individual.
- h. An intervention that deprives the individual of one or more of his or her senses.

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of

physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

Restraint and Seclusion

CONTRACTOR will adhere to California Education Code sections 49005 – 49006.4 as pertains to the use of restraint and seclusion and maintain record of the number of times and the number of students on which mechanical restraints, physical restraints, and seclusion are used. CONTRACTOR will provide said data to the LEA upon request and in the format requested in a timely manner such that the LEA may meet its annual reporting requirements.

A pupil “has the right to be free from the use of seclusion and behavioral restraints of any form imposed as a means of coercion, discipline, convenience, or retaliation by staff” (EC Code section 49005.2). Seclusion or a behavioral restraint may be used “only to control behavior that poses a clear and present danger of serious physical harm to the pupil or others that cannot be immediately prevented by a response that is less restrictive” (EC section 49005.4).

LEAs are required to collect and report annually on the number of times and the number of students on which mechanical restraints, physical restraints, and seclusion are used.

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

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

Requirements (EC section 49005.8 (b), (c) and (d))

- a. CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. The observation shall not be through indirect means, including through a security camera or a closed-circuit television.
- b. CONTRACTOR shall afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.
- c. If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

Definitions, as provided in EC section 49005.1:

- a. Behavioral Restraint means ‘mechanical restraint’ or ‘physical restraint’ as defined in this section, used as an intervention when a pupil presents an immediate danger to self or to others. (EC section 49005.1(a))
- b. Mechanical restraint is “the use of a device or equipment to restrict a pupil’s freedom of movement.” (EC section 49005.1 (d)(1))
- c. Physical restraint is defined as “a personal restriction that immobilizes or reduces the ability of a pupil to move his or her torso, arms, legs, or head freely.” (EC section 49005.1 (f)(1))
- d. Prone restraint “means the application of a behavioral restraint on a pupil in a facedown position.” (EC section 49005.1 (g))

- e. Seclusion is “the involuntary confinement of a pupil alone in a room or area from which the pupil is physically prevented from leaving (EC section 49005.1(i))

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline, including suspension, that is consistent with state and federal law and regulations. Updated information on changes to Education Code that may occur shall be shared with CONTRACTOR for implementation when such changes occur. Consistent with this Contract, changes requested by the SELPA or made due to changes to education code shall be implemented in a timely manner.

When student engages in behavior that results in suspension (removal from educational placement for disciplinary reasons), CONTRACTOR shall immediately submit a written discipline report to the LEA which shall include, but not be limited to, the student’s name; the time, date, and description of the misconduct; the interventions/behavioral supports implemented; disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student’s BIP, if any, shall be submitted with the written discipline report. The LEA will be responsible for completing the Manifestation Determination analysis and or assessment as appropriate, with input from the CONTRACTOR. CONTRACTOR shall collaborate with LEA representatives at an IEP team meeting where the manifestation determination will be made. At a minimum, the CONTRACTOR and LEA agree to participate in a manifestation determination IEP meeting within 10 days of the decision to remove the student from his/her education placement for the 10th day of suspension. It is understood that the LEA shall be responsible for any expulsion decision, hearing and/or appeal.

Using Forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and SELPA, on a monthly basis, CONTRACTOR will provide the LEAs, in the format requested by the LEA, with the necessary data relating to incidents resulting from violations of Education Code section 48900 and/or 48915, regardless of outcome, including suspension or expulsion. The data will be requested in such a time frame as to permit the LEA to meet its end-of-year CALPADS timeline (typically approximately mid-June). The LEA will collaborate with the CONTRACTOR to collect the required data in the LEA’s chosen format.

An incident consists of one or more students violating one or more Education Code sections 48900 or 48915 offenses on the same day, resulting in in- or out-of-school suspension, expulsion, or other means of correction. Maintained data shall include:

- a. Incident ID, available in the district SIS
- b. Incident Date
- c. Students involved in the incident and:
 - 1) The outcome for each student for the incident (in-, out-of-school suspension, expulsion, other means of correction)
 - 2) The offense(s) each student committed within the incident
 - 3) Other specific data about the outcome

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the SELPA (EVSELPA SEIS) for all IEP planning and progress reporting. The SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student disenrolls from the NPS/A, the NPS/A shall discontinue use of the approved system for that student.

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under Individuals with Disabilities Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to CA EC section 42238.01(b). A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA anytime after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

CONTRACTOR shall provide to parents and LEA written Progress Toward Goals report at least as often as report cards are provided in the student’s LEA. This report will be provided using the SELPA’s IEP system and form (EVSELPA SEIS). The Report of Progress form shall include progress over time towards IEP goals and objectives. A copy of the progress reports and report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA student’s parent(s) and to the LEA within five (5) days of each reporting period.

The following schedule shall be used for the completion of Report of Progress on Goals (EV-12) and Report Cards:

District	Elementary Schools	Middle & High Schools
Colton JUSD	Semesters	Semesters
Rialto USD	Trimesters	Semesters
Rim of the World USD	Trimesters	Semesters
Redlands USD	Trimesters	Semesters
Yucaipa-Calimesa JUSD	Trimesters	Semesters

Addresses for SELPA Member Districts are as follows:

Colton JUSD	Pupil Personnel Services	850 E Washington	Colton, CA	92324
Rialto USD	Student Services	182 E. Walnut Ave.	Rialto, CA	92376
Rim of the World USD	Special Education	P.O. Box 430	Lake Arrowhead, CA	92352
Redlands USD	Special Services	P.O. Box 3008	Redlands, CA	92373
Yucaipa-Calimesa JUSD	Student Services	35912 Avenue H	Yucaipa, CA	92399

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Formal individual assessment requires Parent Consent (Assessment Plan/Prior Written Notice). Curriculum based measures, classroom assessment and data collection, charting and observational data regularly collected does not require an assessment plan. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with

members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to the SELPA or LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

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

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

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

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

ALTERNATE PATHWAY TO A HIGH SCHOOL DIPLOMA

In accordance with *EC Section 51225.31*, an LEA shall exempt an individual with exceptional needs who satisfies the eligibility criteria from all courses and other requirements adopted by the governing board or governing body of the LEA that are additional to the statewide course requirements specified in *EC Section 51225.3* and shall award the pupil a diploma of graduation from high school, as described in *Section 7801(23)(A)(ii)(I)(bb)* of Title 20 of the United States Code. In accordance with *Section 300.102(a)(3)* of Title 34 of the Code of Federal Regulations, the award of a diploma of graduation from high school pursuant

to this subdivision does not change a local educational agency's obligation to provide a free appropriate public education until 22 years of age, or otherwise constitute a change in placement.

An individual with exceptional needs, who entered ninth grade in the 2022–23 school year or later, shall be eligible for the exemption and award described in subdivision (a) if their individualized education program provides for all of the following:

- (1) The pupil's individualized education program team has deemed the pupil eligible to take the state alternate assessments in grade 11 as described in subdivision (k) of Section 60640.
- (2) The pupil is required to complete state standards aligned coursework to meet the statewide course requirements specified in Section 51225.3.

An individual with exceptional needs who meets the criteria for the alternative diploma pathway pursuant to this section shall be eligible to participate in any graduation ceremony and any school activity related to graduation with their grade-level peers with and without disabilities. Participation in graduation activities that are subject to this section shall not be construed as termination of the provision of free appropriate public education, consistent with Section 300.102(a)(3)(ii) of Title 34 of the Code of Federal Regulations, unless the individualized education program team, which includes the parent and pupil, as defined in Sections 300.320 and 300.321 of Title 34 of the Code of Federal Regulations, has determined the pupil has completed their high school experience.

CONTRACTOR shall ensure that student coursework is aligned to the school completion option assigned by the IEP team. All courses for students on the alternative diploma pathway shall meet the criteria to be standards aligned and afford the student the opportunity to earn the number of credits required by the LEA to be awarded this diploma. Such coursework shall align with the Common Core State Standards, Core Content Connectors, and/or Essential Understanding of the standards.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA and the SELPA in writing of the student's change of residence using the **Student Change Notice (EV-94)**. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify the LEA and SELPA of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA

at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR shall provide for scheduled and unscheduled LEA and SELPA access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms for educational purposes including but not limited to IEP preparation. CONTRACTOR shall provide LEA and SELPA staff reasonable space for student assessment, interview, and related student contact.

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49000 et seq., 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

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

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

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

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

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

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

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

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

As a component of the CONTRACTOR’s annual application for certification renewal with CDE, the NPS/A will provide documentation of annual Behavior Training of staff who will have contact or interaction with

pupils during the school day in the use of evidence-based practices and interventions specific to the unique behavioral needs of the NPS/A's pupil population. The training shall be provided within 30 days of employment to new staff and annually to all staff. (EC section 56366.1(4)(A)(i) – (D)(i)) SELPA will provide annual notification of its documentation requirements related to providing verification of behavior training to CONTRACTOR.

The behavior training shall be selected and conducted by the NPS/A and shall satisfy all of the following conditions (EC section 56366.1 (4)(B)):

(A) Be conducted by persons licensed or certified in fields related to the evidence-based practices and interventions being taught.

(B) Be taught in a manner consistent with the development and implementation of IEPs.

(C) Be consistent with the requirements of Article 5.2 (commencing with section 49005) of Chapter 6 of Part 27, relating to pupil discipline.

The content of the behavior training shall include, but is not limited to, all of the following (EC section 56366.1 (4)(C)):

(A) Positive behavioral intervention and supports, including collection, analysis, and use of data to inform, plan, and implement behavioral supports.

(B) How to understand and address challenging behaviors, including evidence-based strategies for preventing those behaviors.

(C) Evidence-based interventions for reducing and replacing challenging behaviors, including de-escalation techniques.

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license,

certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following:

- (A) An administrative credential granted by an accredited postsecondary education institution and two years of experience with pupils with disabilities.
- (B) A pupil personnel services credential that authorizes school counseling or psychology.
- (C) A license as a clinical social worker issued by the Board of Behavioral Sciences.
- (D) A license in psychology regulated by the Board of Psychology.
- (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation.
- (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator.
- (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences.
- (H) A license as an educational psychologist issued by the Board of Behavioral Sciences.
- (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences (California Education Code section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to SELPA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by

CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the SELPA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher or service provider is absent, CONTRACTOR shall provide an appropriately substitute in compliance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. SELPA and LEA shall not be responsible for payment for instruction and/or services when an appropriate credentialed substitute teacher is not provided.

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

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

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

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

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

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

CONTRACTOR shall keep on file a detailed disaster plan containing complete written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to, an earthquake, fire disaster, lockdown, intruder, bomb threat, medical emergencies, power outage and/or attack of school personnel and/or student by an individual.

CONTRACTOR agrees to maintain and keep available for inspection by LEA or SELPA representative, a log containing the date, time and length of all practice disaster drills completed during the current school year, as well as all practice drills completed during the previous three (3) years.

CONTRACTOR shall report to SELPA, within seven (7) days, any violations or items found out of compliance by the fire marshal during inspection of the premises and accompanying buildings. CONTRACTOR shall have in place an operational fire warning system that complies with all required state and federal laws. CONTRACTOR shall also have occupancy capacity signs clearly posted in all rooms as required in the California Health and Safety Code and/or by the fire marshal.

Failure to notify the SELPA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the SELPA.

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA when it becomes aware of circumstances including, but not limited to, allegations of molestation, child abuse, missing children under CONTRACTOR supervision, the need for mental health services, injuries requiring medical attention, injuries resulting from physical restraint, BERs, student injury of another individual, or student involvement in an activity requiring notification of law enforcement or emergency personnel. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

In addition to notifying the LEA within 24 hours *EC* section 56366.1(i)(2) has been amended as follows: (effective January 1, 2020)

A nonpublic, nonsectarian school or agency shall notify the department and the local educational agency with which it has a master contract of any pupil-involved incident at the school or agency in which law enforcement was contacted. This notification shall be provided in writing, no later than one business day after the incident occurred.

To meet this requirement, all NPS/As must notify the CDE using the following email template:

To: NPSA@cde.ca.gov

From: (insert name of NPS/A)

Body: On this date (insert date) law enforcement was contacted for a pupil-involved incident.

Submitted by: (insert name and title of person submitting email notification)

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as

well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide and maintain documentation of annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

At a minimum, each invoice must contain the following information:

- a) Month of service.
- b) Specific days and times of services coordinated by the SELPA approved calendar unless otherwise specified in the IEP or agreed to by the student's LEA.
- c) Name of staff who provided the service.
- d) Approved cost of each invoice.
- e) Total for each service and total for the monthly invoice.
- f) Date invoice was mailed.
- g) Signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA.
- h) Signature of licensed service provider (or licensed supervisor for SLPA, COTA or Counseling Services provided by an intern) on each service log.

- i) Verification that attendance report is attached as appropriate.
- j) Indication of any made-up session consistent with this Contract.
- k) Name or initials of each student for when the service was provided.

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

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

Invoices shall be submitted no later than ten (10) days after the end of the attendance accounting period in which the services were rendered. SELPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of SELPA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the SELPA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by SELPA. The SELPA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the SELPA.

No additional or corrected demands for payment will be considered or approved by SELPA when said demands for payment are submitted more than thirty (30) days after the end of the fiscal year unless approved by the SELPA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the SELPA, then no limit is set provided that the SELPA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. SELPA will not pay mileage for NPA employee.

All invoices must be submitted to:

San Bernardino County Superintendent of Schools
Attn: Elizabeth Coronel, Accounting Technician
East Valley SELPA
670 E. Carnegie Drive
San Bernardino, CA 92408
Phone: 909-252-4507 Fax: 909-252-4533

57. RIGHT TO WITHHOLD PAYMENT

SELPA may withhold payment to CONTRACTOR when:

- a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract;
- b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services;
- c) CONTRACTOR was overpaid by SELPA as determined by inspection, review, and/or audit of its program, work, and/or records;
- d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2);
- e) Education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified;
- f) SELPA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program;
- g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or
- h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.

It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the SELPA until completion of a review or audit, if deemed necessary by the LEA or SELPA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by SELPA with respect to each of the subparagraphs of the preceding paragraph are as follows:

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a nonpublic school closure for the reasons set forth in Education code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS school closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student's IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure. Should the LEA and NPS remain closed for an emergency or due to an order by Federal, State and/or Local authorities, but NPS is able to provide services through a Distance Learning environment, Exhibit D "Distance Learning Memorandum of Understanding" will take effect until the order is lifted and the NPS and LEA physically reopen.

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to SELPA and LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of

directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by SELPA. CONTRACTOR shall make available to SELPA all budgetary information including operating budgets submitted by CONTRACTOR to SELPA for the relevant contract period being audited.

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

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

If an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SELPA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, SELPA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and SELPA otherwise agree in writing, CONTRACTOR shall pay to SELPA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to SELPA within thirty (30) days of receipt of SELPA's written notice demanding payment.

CONTRACTOR shall provide access to or forward copies of any books, documents, papers, reports, records, or other matter relating to the Contract upon request by SELPA except as otherwise provided by state and federal law. All budgetary information and projections submitted by CONTRACTOR to SELPA for purpose of contract negotiations shall be made available for the relevant Contract period being audited to assess the extent to which funds were expended consistent with said budgetary information. CONTRACTOR fiscal books, records, documents, expense support items, and the like shall be maintained by CONTRACTOR for five (5) years and shall be available for audit, review and inspection by SELPA during normal business hours.

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this Contract, the CONTRACTOR certifies that:

- a. The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency, and

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

SIGNATURES

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

CONTRACTOR

SELPA

	East Valley Special Education Local Plan Area
Nonpublic School/Agency	SELPA
Signature: NPS/NPA Contracting Officer	Signature: SELPA Authorized Representative Patty Metheny, Ed.D., Chief Administrative Officer
Print Name and Title	Print Name and Title
Date	Date

NOTICES SHALL BE ADDRESSED TO:

	<u>CONTRACTOR</u>	<u>EAST VALLEY SELPA</u>
Name:		Patty Metheny, Ed.D.
Title:		Chief Administrative Officer, EV SELPA
Address:		670 E. Carnegie Drive
City, St, Zip:		San Bernardino, CA 92408
Phone:		909-252-4507
Fax:		909-252-4533
Email:		patty.metheny@sbcss.net

4.8 EV SELPA Private School Individual Service Plan Services

NEW CDE Guidance Regarding Equitable
Services
for Parentally-Placed Private School Students with
Disabilities
in Preschool (Issued May 2024)

Individual Service Plan (ISP)

In order for the eligible student to receive services, an Individual Service Plan (ISP) must be developed by the district of service (DOS) for the private school student and consented to by the parents.

34 C.F.R. §300.132(b)

NEW CDE GUIDANCE RELATED TO PARENTALLY PLACED PRIVATE SCHOOL STUDENTS WITH DISABILITIES IN PRESCHOOL

- ❖ If a private preschool meets the definition of elementary school, the equitable services provisions (ISP) apply to students with disabilities age 3-5 who are enrolled by their parents in a private preschool.
- ❖ The federal regulations define “Elementary School” as “a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under state law. (34 C.F.R. § 300.13)
- ❖ While California law does not have a uniform definition of elementary school, California Ed. Code indicates that a kindergarten (including TK) is considered elementary education. (CA Ed Code § 48000(d); § 46114(c); § 46115)
- ❖ CDE now says, in California the equitable services provisions apply to a student with a disability age 3-5 enrolled by their parents in a private school that offers not only preschool, but also ANY of the grades TK or above.
- ❖ So, in California, the equitable services provisions DO NOT APPLY to a student with a disability age 3-5 enrolled by their parents in a “stand-alone” private preschool.

NEW CDE Guidance Regarding Equitable Services for Parentally-Placed Private School Students with Disabilities in Preschool - Continued

- ❖ CDE now says, in California the equitable services provisions apply to a student with a disability age 3-5 enrolled by their parents in a private school that offers not only preschool, but also ANY of the grades TK or above.
- It will be the parent and IEP team to determine what is best for the parentally placed private school student with a disability and whether he or she is better served with an ISP instead of the IEP.
- When the student reaches 6 years old, if the parent chooses to continue to place the student in a private school, the student will only be entitled to an ISP should the parent decline the district's offer of FAPE and not enroll in the district.



Questions?

4.9 CDE Compliance Requirements



Compliance and Improvement Monitoring (CIM) Plan 2024 Progress Report Form



Submission and Due Dates: Local Educational Agencies (LEAs) currently identified as Intensive or Targeted Level 3 must submit the completed reports by email to the assigned Focused Monitoring and Technical Assistance (FMTA) Consultant, with a copy emailed to either IntensiveMonitoring@cde.ca.gov or TargetedMonitoring@cde.ca.gov, as appropriate. Progress reports are due by the corresponding date listed below. The CDE will review the progress report and provide feedback to the LEA as appropriate.

Please check the appropriate box: ☐ Intensive ☐ Targeted Level:

Complete the following:

LEA Name:

LEA Contact:

SELPA Name:

CIM Cohort Year*:

***NOTE:** CIM Cohort Year is determined by submission date: 2022 Cohort submitted CIM Plans in November 2022; 2023 Cohort submitted CIM Plans in November 2023

*Check the appropriate box for this Progress Report (Intensive LEAs are required to submit quarterly progress reports for all listed dates. Targeted Level 3 LEAs are required to submit semi-annual progress reports as shown in **bold**.)*

☐ April 10, 2024: Intensive [January 1 – March 31, 2024]

☐ **July 10, 2024: Targeted [January 1 – June 30, 2024]** and Intensive [April 1 – June 30, 2024]

☐ October 10, 2024: Intensive [July 1 – September 30, 2024]

☐ **January 10, 2025: Targeted [July 1 – December 31, 2024]** and Intensive [October 1 – December 31, 2024] **NOTE: This is the 2022 CIM Cohort final progress report.**

Implementation Reflection Prompts: Reflect on each of the implementation prompts below.

1. Briefly describe your LEA's most significant accomplishment or discovery this reporting period in regard to your CIM Plan.
2. Briefly describe any significant challenges you encountered during this reporting period and how you worked through them.
3. How has your team reviewed/revised your plan to address any challenges your team is facing?
4. Are there any additional supports you need to continue progress on your plan? If yes, please describe.
5. What input, if any, have you received from families/parents of students with disabilities that indicates whether the CIM Plan is positively affecting student programs and/or outcomes?

High Leverage Strategies, Expected Measurable Outcomes, Activities, and Progress: Provide written descriptions of each High Leverage Strategy listed in your CIM Plan. For each High Leverage Strategy, report on progress regarding Expected Measurable Outcomes and supporting activities. Refer to data collected during implementation, including data regarding student outcomes, as applicable. (Add additional High Leverage Strategies or tables for activities as needed.)

Problem of Practice

High Leverage Strategy #1: (As stated on the most recent CIM Plan or Amendment)

--

Expected Measurable Outcome(s): (As stated on the most recent CIM Plan or Amendment)

<p><u>What data has been collected regarding the Expected Measurable Outcomes? Does this data show progress toward the Expected Measurable Outcomes? Explain.</u></p>	<p><u>Based on your data, are any adjustments needed to your high leverage strategy or measurable outcomes? If yes, please explain.</u></p>

Activity 1.1: (As stated on the most recent CIM Plan or Amendment)

<p><u>Activity Progress:</u></p>	<p><u>What are your next steps with this activity? Have you completed this activity?</u></p>

Activity 1.2: (As stated on the most recent CIM Plan or Amendment)

<p><u>Activity Progress:</u></p>	<p><u>What are your next steps with this activity? Have you completed this activity?</u></p>

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High Leverage Strategy #2: (As stated on the most recent CIM Plan or Amendment)

--

Measurable Outcome(s): (As stated on the most recent CIM Plan or Amendment)

<u>What data has been collected regarding the Expected Measurable Outcomes? Does this data show progress toward the Expected Measurable Outcomes? Explain.</u>	<u>Based on your data, are any adjustments needed to your high leverage strategy or measurable outcomes? If yes, please explain.</u>

Activity 2.1: (As stated on the most recent CIM Plan or Amendment)

<u>Activity Progress:</u>	<u>What are your next steps with this activity? Have you completed this activity?</u>

Activity 2.2: (As stated on the most recent CIM Plan or Amendment)

<u>Activity Progress:</u>	<u>What are your next steps with this activity? Have you completed this activity?</u>



**IEP Implementation
2023-2024
LEA Assurance Form**

To the best of my knowledge, I certify that data entered into CDE's IEP Implementation System is accurate and complete. Supporting documents are maintained locally and available to SELPA and CDE upon request.

Name of LEA: _____

Name LEA Administrator: _____

Signature of LEA Administrator: _____

Title: _____ Date: _____

For SELPA Use Only:

- ☐ LEA Assurance Form completed and signed
- ☐ LEA provided access to SELPA to review calculations

Name of SELPA Representative: _____

Signature of SELPA Representative: _____



**IEP Implementation
2023-2024
Service Provider Assurance Form**

To the best of my knowledge, I certify that services I have recorded are accurate and complete.
Supporting documents are maintained locally and available to SELPA and CDE upon request.

Name of LEA: _____

Name of Service Provider _____

Signature of Service Provider: _____

Title: _____ Date: _____

For LEA Use Only:

- ☐ Service Provider Assurance Form complete and signed
- ☐ LEA provided access to data to review supporting evidence

Name of LEA Representative: _____

Signature of LEA Representative: _____

4.10 CALPADS/Student Data

From: Justin Pickard <jpickard@napacoe.org>
Sent: Thursday, May 16, 2024 2:16 PM
Subject: Expanded DRDP Requirements for Fall 2024

CAUTION: This email originated from outside of the organization. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Greetings SELPA Directors and Data Managers!

Expanded DRDP Requirements for Fall 2024

The [Desired Results Access Project](#) provides the following information regarding the changes to the DRDP requirements in response to the policy from the California Department of Education (CDE) Special Education Division (SED), “Desired Results Developmental Profile (DRDP) Administration Guidance” (3-15-2024). These changes will take effect starting with the fall 2024 assessment period.

The DRDP is required for all children birth to three with IFSPs receiving services from Local Education Agencies (LEAs) and children 3 through 5 years of age with IEPs.

Eligibility requirements for Children in Early Intervention, Preschool and TK:

Infants and Toddlers

Any infant or toddler receiving services from an LEA with a signed IFSP and receiving special education services must be assessed within the first 60 days of services up until:

- November 1 for inclusion in the fall assessment
- April 1 for inclusion in the spring assessment

The DRDP Infant/Toddler Comprehensive View should be used with all infants and toddlers.

Preschool/TK/K

Any child enrolled in preschool, TK, and K who is 3, 4, or 5-years old, has a signed IEP, and is receiving special education services must be assessed within the first 60 days of services up until:

- November 1 for inclusion in the fall assessment
- April 1 for inclusion in the spring assessment

If the child turns 6 at any point during the school year, the DRDP is not required. For example, if a child turns 6 in October, a DRDP is NOT required.

The DRDP Preschool Fundamental View should be used with all 3, 4, and 5-year olds.

Training for Special Educators

The CDE SED requires training for special educators using the DRDP. SELPAs are responsible for ensuring that all special educators who administer the DRDP complete training.

- Special educators access courses at the Desired Results Access Project’s [Learning Center](#) and are encouraged to complete training prior to assessing. However, special educators must assess eligible children even if they have not yet completed the required courses.
- Additional resources, including brief tutorials, assessment supports, recorded webinars, and helpful videos, are found on the [Desired Results Access Project’s website](#).

Data Submission

SELPAs will continue to submit all DRDP data to [DR Access Data](#) with no change to current due dates:

- By February 1 for the fall assessment
- By July 1 for the spring assessment

Join us for a webinar to review these guidelines, as well as discuss any questions on Tuesday, May 28th at 3:30 PM.

Register: <https://napacoe.zoom.us/meeting/register/tZAsdu6rqTkqGtEOYyPuir6Bm9pdTzugUREd>

For more information and to join the mailing list for updates and resources, contact the Desired Results Access Project:

info@draccess.org

[\(800\) 673-9220](tel:8006739220)

Best regards,

Justin Pickard

Senior Research Associate - Desired Results Access Project

Napa County Office of Education, Research & Professional Development Center

Funded by the California Department of Education, Special Education Division

1450 Technology Lane, Suite 200, Petaluma, CA 94954 | (707) 815-0034

www.draccess.org | jpickard@napacoe.org



How to Use DR Access Learn DRAccessLearn.org

DR Access Learn is the site for training and professional development activities for DRDP special education assessors. This guide assists you in creating an account and successfully using DR Access Learn.

Contents

Create an account	2
Register for a course	4
Update your profile	6
Reset your password	7
Download your certificate	8

For questions about using DR Access Learn, email info@draccess.org or call (800) 673-9220

Create an account

You will need an account in DR Access Learn to access required training for the DRDP for special education.

- 1) Go to DRAccessLearn.org
- 2) If you are a new user, select "Signup" in the top right corner.



- 3) Complete the registration form. Make sure to complete all required fields.

For security, your password must:

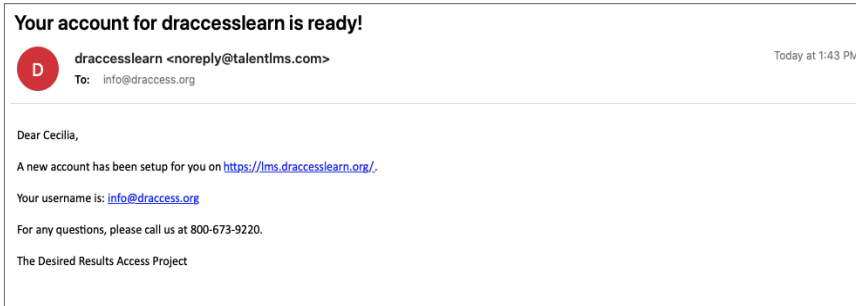
- Be at least 8 characters including at least:
 - 1 uppercase letter (A to Z)
 - 1 lowercase letter (a to z)
 - 1 number (0 to 9)
- NOT be the same as your email/username

- 4) Select "Create account"

Note: store your password and security question/answer in a secure location!

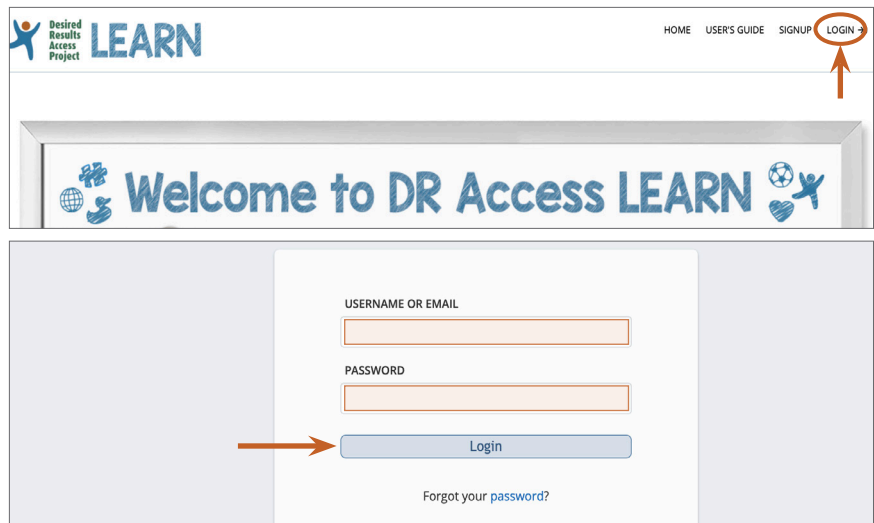
- 5) You will be redirected to accept the Terms of Service. Select "Accept" if you agree to our Terms of Use and Privacy Policy.

- 6) You will receive an email from draccesslearn <noreply@talentlms.com> letting you know that your account is ready for you to use.

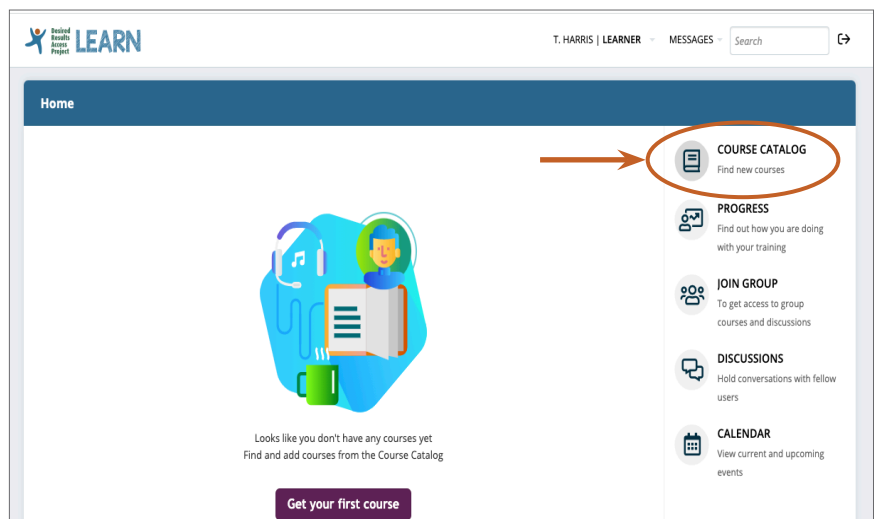


Register for a course

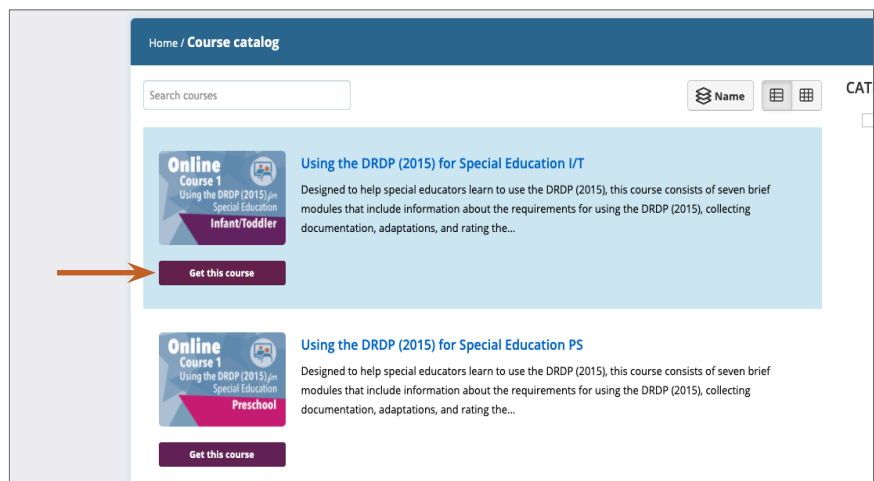
- 1) Log in to your account:
 - a. Go to: DRAccessLearn.org
 - b. Select "Login" on the upper right corner.
 - c. Fill in your email address or username. Fill in your password.
 - d. Select "Login."



- 2) Select "Course Catalog" on the right-hand side.



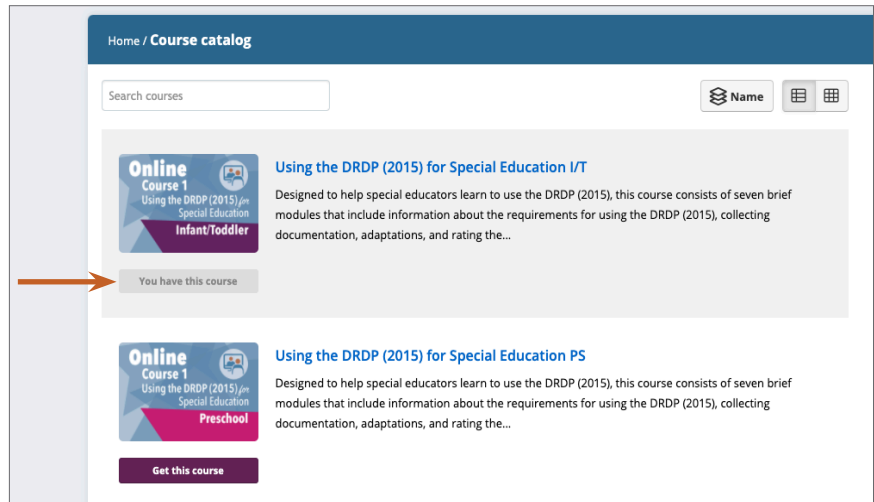
- 3) Select "Get this course" located at the bottom of the course description.



- 4) Once you have selected the “get this course” button, the button will change to “You have this course”.

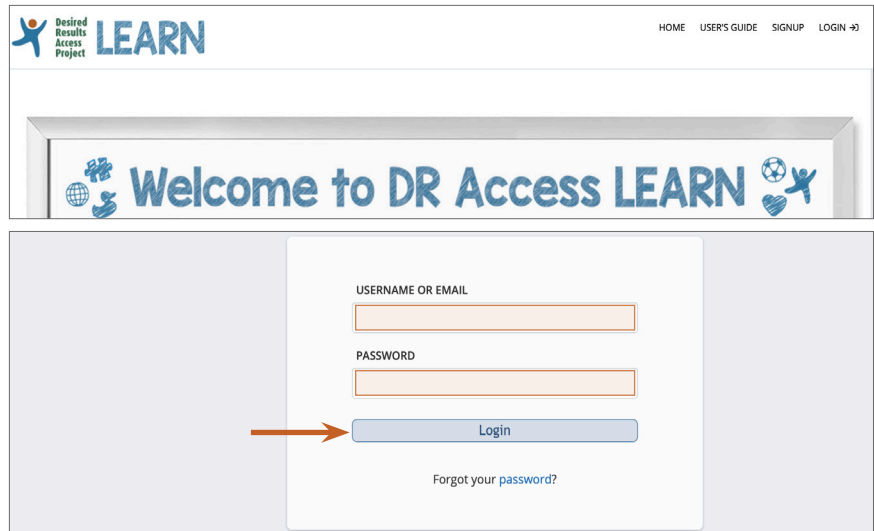
You have completed the registration and you can go back to the home page and start your course.

Note: there is no cost for any Learning Center activity.

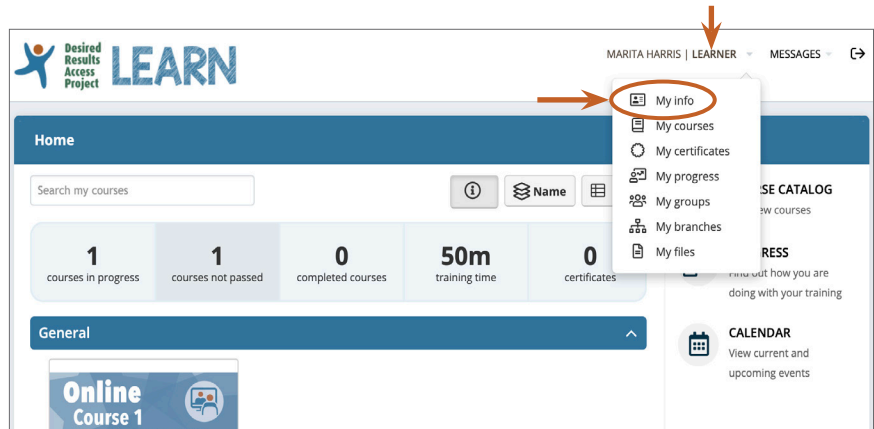


Update your profile

- 1) Log in to your account:
 - a. Go to: DRAccessLearn.org
 - b. Select "Login" on the upper right corner.
 - c. Fill in your email address or username. Fill in your password.
 - d. Select "Login."

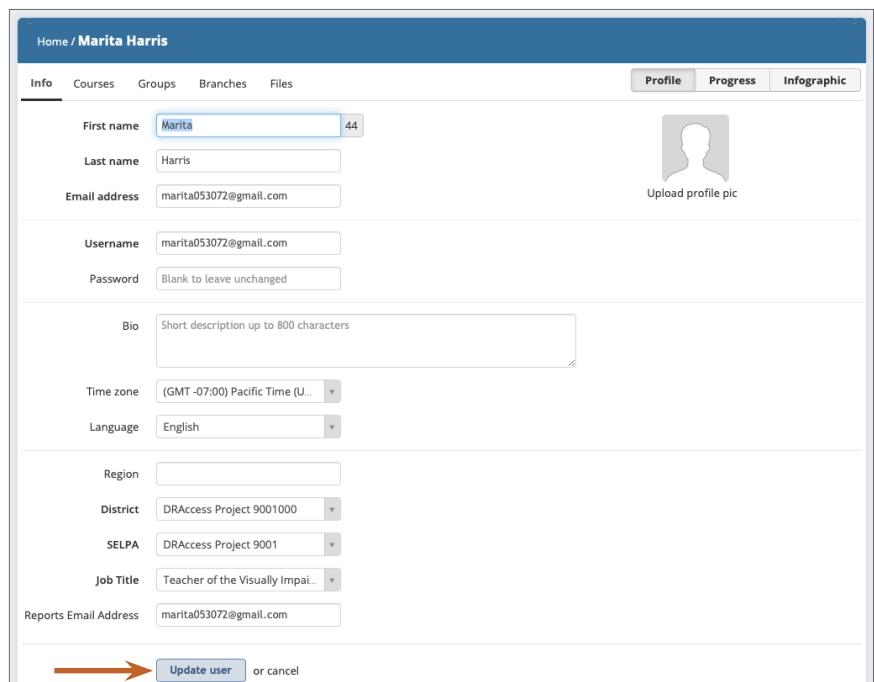


- 2) Select "My Info" on the top right hand side, under Learner to update your information.



- 3) Once you have confirmed and/or updated your information, select "Update user."

Please make sure your SELPA and District information is correct.



Reset your password

- 1) If you forget your password, select "Login" and then the "Forgot Password?" link.

- 2) Enter your email address or username and select "Send".

- 3) Go to your email application and open the email you have received from draccesslearn <noreply@talentlms.com>.
- Select the link "Reset my password".

- 4) A new window will open up where you can enter a new password.

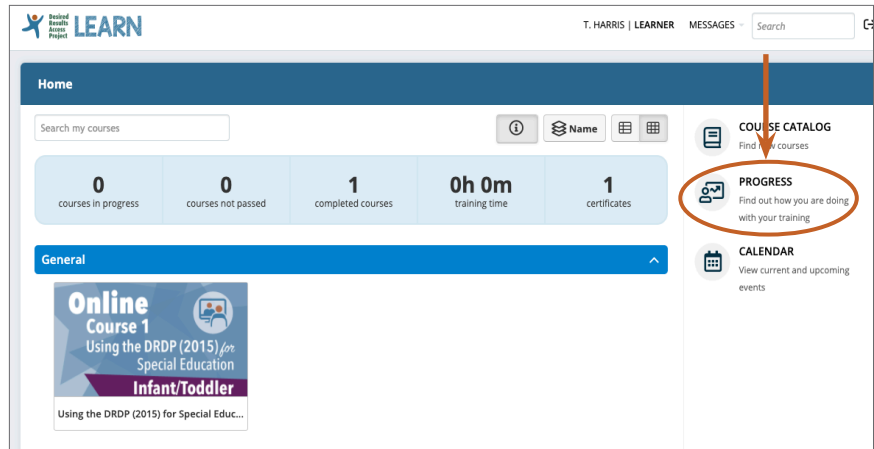
For security, your password must:

- Be at least 8 characters including at least:
 - 1 uppercase letter (A to Z)
 - 1 lowercase letter (a to z)
 - 1 number (0 to 9)
- NOT be the same as your email/username

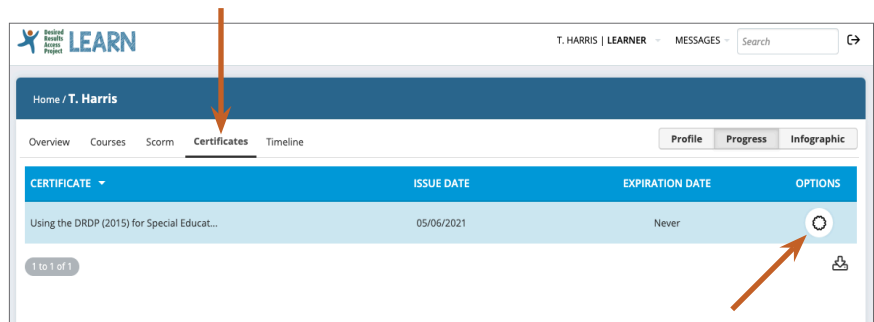
- 5) Select "Reset password."

Download your certificate

- 1) Once you successfully complete the course, select "Progress" from the right side, and then "Certificates" from the tabs that appear.



- 2) Select the round icon under "Options" on the right, corresponding to the course you would like a certificate for. Your certificate will download to your computer.






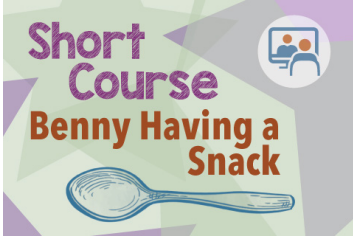
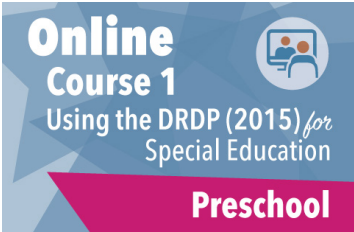

Required DRDP Assessor Training for Special Education Guidance for Administrators

The California Department of Education, Special Education Division, requires annual DRDP training for all early childhood special educators who assess children with the DRDP.

- SELPAs are responsible for ensuring that all staff who administer the DRDP complete training.
- All required training is accessed through [DRAccessLearn.org](https://draccesslearn.org).
- When creating an account with [DR Access Learn](https://draccesslearn.org), assessors should make sure to select the correct District and SELPA to ensure their training progress goes to the correct SELPA.

Note: The DR Access Learn account login is unique and not associated with other Desired Results Access Project logins such as DR Access Reports.

Three online courses are required:

	1 Using the DRDP (2015) for Special Education – Infant/Toddler		2 Benny Having a Snack
	-or- Using the DRDP (2015) for Special Education – Preschool		3 Using DR Access Reports

The courses will appear in the assessors account one at a time. Once a course is completed, the next one will become available.

Assessors must complete the DRDP for all eligible children *regardless* of course completion status. SELPA Directors will receive training status reports throughout the year.

Please share this information with your special educators who are DRDP assessors.

Questions? Contact us. Subscribe on our website. Follow us on social media.

draccess.org • info@draccess.org • (800) 673-9220 • [linkedin](#) • [twitter](#) • [pinterest](#)

4.11 SEIS Implementation

EV SELPA SEIS Implementation Plan

EV SELPA Board of Directors
March 20, 2024

Components of the Plan

- Contracts/Agreements
- Professional Development
- Data Transfer/Data Load/Workflow
- Going Live with SEIS

Contracts/Agreements

Contracts/Agreements

EV SELPA

- SEIS
- WebIEP

Each Member District

- SEIS – SIS & SEIS Data Integration

Timeline

- March-May 2024



Professional Development



Professional Development



EV SELPA Provides

- Trainer of Trainers – April 22 or 24, 2024
- Special Education Admins & Data Techs/CALPADS Teams – July 23, 2024
- Site Leadership Teams – July 25 or 26, 2024
- CALPADS/SEIS Meetings – April & May 2024
- Weekly Tech & Program Office Hours – July through September 2024

Each Member District Provides

- SEIS Users Trainings

Timeline

- April - September 2024

Data Transfer/ Data Load



Data Transfer/ Data Load Workflow



EV SELPA

- Identify tasks and workflow with SEIS & WebIEP
- Provide tasks and timelines for completion of each
- Facilitate weekly training sessions
- Support district leadership and technicians in completing the tasks to meet deadlines
- Coordinating CALPADS and SEIS integration

Each Member District

- Provide leadership to ensure tasks are completed by deadlines
- Complete each task by the deadline
- Attend weekly training sessions
- CALPADS staff ensure SIS integration with SEIS

Timeline

- May - July 2024



District Responsibilities - Data Transfer/ Data Load



Tasks to complete for successful dataload

- Update Next School in WebDA before May 31st
- Update Future Grad in WebDA before May 31st
- Assist Sonya in messaging Case Carriers to close IEPs from May 15th – June 7th
- Establishing Caseloads before June 14th
- Data confirmation after July 14th

Complete EOY 3&4 in WebIEP

Data Confirmation in SEIS after July 14th

Crucial Workflow Dates

Required for SEIS use by July 16th

Crucial Workflow Dates

June 14 – July 15

- No IEPs held

June 7th

- IEPs filed to history

June 10th

- Promote Utility run

June 14th

- Demographic Data

July 8th

- CALPADS Data and Goals



Going Live with SEIS

Going Live with SEIS



EV SELPA

- Work closely with SEIS & WebIEP
- Support district staff
- Troubleshoot challenges
- Staff weekly office hours

Each Member District

- Ensure all staff have received training, particularly new staff
- Plan extra time to write first few IEPs in SEIS
- Block extra time to facilitate IEPs in the Fall
- Become familiar with SEIS dashboard and monitoring tools to support compliance
- FLEXIBILITY

Timeline

- July - September 2024



SEIS Administrative Training

Become familiar with how to navigate the administrative functions within the new East Valley SELPA electronic IEP system, SEIS.

Facilitators: Patty Metheny & Jennifer Brooksby

Tuesday, July 23, 2024

9:00 am—4:00 pm

Virtual

Password: EV SELPA

Register Online:

<https://sbcss.k12oms.org/46-249496>



EAST VALLEY SELPA

SEIS NAVIGATION & FACILITATED IEP TRAINING

Facilitators:

*Patty Metheny, Ed.D., Jennifer Brooksby, Rick Homutoff, Ed.D.,
Ginger Carlucci, Shannon Vogt,
and from Key2Ed Robin O'Shea, Ed.D., and Cassie Velasquez*

LEARNING OBJECTIVES:

- 1) BECOME FAMILIAR WITH THE NEW EAST VALLEY SELPA ELECTRONIC IEP SYSTEM, SEIS
- 2) TIPS FOR POSITIVE IEP MEETING FACILITATION FROM KEY2ED

Audience:

All Site Administrators in East Valley SELPA member districts

**DOROTHY INGRAM LEARNING CENTER
CONFERENCE ROOM B**

Light Breakfast provided, lunch on your own

**THURSDAY
JULY 25, 2024
8:00AM-3:00PM**

<https://sbcss.k12oms.org/46-248634>

password: SEIS

OR

**FRIDAY
JULY 26, 2024
8:00AM-3:00PM**

<https://sbcss.k12oms.org/46-248635>

password: SEIS

4.12 2024-2025 EV SELPA ADR Cadre



FACILITATED IEP TRAINING



Learn the concept of IEP facilitation, its benefits, purpose, and advantages. Attendees will build skills in conflict prevention and reaching agreements, skills that will shift the culture of communication in the IEP process.

Private By Invitation

Register Online Using Password: **ADR**

Monday - Wednesday

November 4 - 6, 2024

8:30 am - 3:30 pm

<https://sbcss.k12oms.org/46-251847>

Wednesday - Friday

April 23 - 25, 2025

8:30 am - 3:30 pm

<https://sbcss.k12oms.org/46-251849>

Dorothy Inghram Learning Center



4.13 EV SELPA Parent Resource Fair



EAST VALLEY
SELPA
Educating Together

2ND ANNUAL
**PARENT
RESOURCE
FAIR**

FRIDAY
**OCTOBER 18
2025**

MORE
INFORMATION
TO COME

**SAVE
THE
DATE**



4.14 SBCSS East Valley Operations

4.15 Hot Topics

2024/2025
East Valley SELPA
Steering/Finance Committee Meeting Schedule

All meetings held at the Dorothy Inghram Learning Center
670 E. Carnegie Drive, San Bernardino CA 92408
Conference Room E
Home of the East Valley SELPA
beginning at 8:00 a.m. & ending at 2:00 p.m., unless otherwise notified.

JULY 2024 – NO MEETING

AUGUST 15, 2024

SEPTEMBER 12, 2024

OCTOBER 10, 2024

NOVEMBER 14, 2024

DECEMBER 12, 2024

JANUARY 2025 – NO MEETING

FEBRUARY 13, 2025

MARCH 13, 2025

APRIL 10, 2025

MAY 8, 2025

JUNE 12, 2025



5.2 2024-2025 EV SELPA Board of Directors Meetings

2024/2025
East Valley SELPA
BOARD OF DIRECTORS MEETING SCHEDULE

September 25, 2024

November 20, 2024

February 19, 2025

March 19, 2025

May 21, 2025

June 18, 2025

All meetings will be held at 2:00 p.m.
at the Dorothy Ingrham Learning Center
Conference Room E
670 E. Carnegie Drive,
San Bernardino CA 92408
home of the
EAST VALLEY SELPA
(Unless meetings must be held virtually)



5.3 2024-2025 EV SELPA Community Advisory Committee Meetings

2024/2025
East Valley Special Education Local Plan Area

Community Advisory Committee

Meeting Schedule

All meetings will
begin at 9:30 a.m. & end at 11:30 a.m.
(Determination to meet virtually will be made in advance by the Committee)

SEPTEMBER 23, 2024

NOVEMBER 18, 2024

FEBRUARY 24, 2025

APRIL 21, 2025

