

EAST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA

Superintendents' Council Meeting

August 3rd, 2020

10:30 a.m. – 12:00 p.m.

This meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom. Any or all Superintendents' Council members may attend the meeting by phone. Members of the public may attend the meeting via Livestream. The Livestream link can be accessed by going to www.esgvselpa.org and clicking on the "August 3, 2020 Superintendents' Council Meeting" button. Public comments can be submitted by going to www.esgvselpa.org and clicking on the "August 3, 2020 Superintendents' Council Meeting" button to submit comments which will be read during the meeting by a moderator up to the three-minute time limit. Comments must be submitted between 5:00 pm on August 2nd, 2020 and 9:00 am on August 3rd, 2020.

1. **Approval of Agenda Order and Content** **Approval**
2. **Public Comment**

This is the time and place for the general public to address the Superintendents' Council. State law prohibits the Council from acting on any issue not on the agenda. Because there are time limits imposed for public comment, the Superintendents' Council will not answer questions nor respond to statements made during Public Comment. Comments are limited to three (3) minutes per person, with a total of 20 minutes allotted for any single item. Non-agenda items will be heard during Public Comments. Members of the Superintendents' Council may choose to take notes and respond briefly after Public Comment is closed. Individuals requesting to speak to the Superintendents' Council must complete a "Request to Speak" form with name, address and phone number. Items NOT on the agenda are addressed during the Public Comment section of the meeting using a BLUE form. Individuals requesting to speak regarding an agenda item will be recognized when that item is addressed using a YELLOW form. All forms must be turned in to the SELPA Director or designee prior to the start of the meeting.
3. **CONSENT Agenda (5 min)**

These items are considered routine and may be enacted by a single motion. Any item may be removed by a member of the Superintendents' Council for discussion.

 - 3a. **Approval of Minutes** **Approval**
 - Approval of May 22, 2020 minutes
 - 3b. **Approval of Memorandum of Understanding** **Approval**
 - Approval of MOU with Rowland USD SELPA for Provider Programs
 - 3c. **Approval of Memorandum of Understanding** **Approval**
 - Approval of MOU with Pomona USD SELPA for Provider Programs
 - 3d. **Approval of Memorandum of Understanding** **Approval**
 - Approval of MOU with Hacienda La Puente USD SELPA for Provider Programs
4. **Update of 2020-2021 LEA Weighted Voting (5 min)** **Information**
 - Update on weighted voting formula for 2020-2021
5. **Update on SELPA Response to COVID 19 Closures (10 min)** **Information**
 - Updates on SELPA response to school closure and support of member LEAs

- | | |
|--|--------------------------|
| 6. 2020-2021 Enacted State Budget Updates (10 min) <ul style="list-style-type: none">● Update on Special Education details and funding from enacted budget | Information |
| 7. Update on Durham School Services Transportation Agreement <ul style="list-style-type: none">● Discussion on status of transportation needs for 2020-2021 | Discussion/Action |
| 8. Superintendents'/SELPA Director's Comments (no handout) | Discussion |
| 9. Closed Session (15 min) <ul style="list-style-type: none">a. Anticipated Litigation- Gov't Code § 54956.9(d)(2) | |
| 10. Report out of Closed Session | |

Reasonable Accommodations for Individuals with Disabilities

Any individual with a disability who requires reasonable accommodation to participate in the Superintendents' Council meeting may request assistance by contacting the SELPA Office at 626-966-1679. Notification must be made at least 48 hours before the meeting.

3a.

EAST SAN GABRIEL VALLEY
SPECIAL EDUCATION LOCAL PLAN AREA

Superintendents' Council Minutes
May 22, 2020

Present:

Linda Kaminski	Azusa Unified School District
Froilan Mendoza	Baldwin Park Unified School District
Carl Coles	Bonita Unified School District
Jeff Jordan	Charter Oak Unified School District
Jim Elsasser	Claremont Unified School District
Robert Voors	Glendora Unified School District
Robert Taylor	Walnut Valley Unified School District
Charles Hinman	West Covina Unified School District
Denise Patton	San Jose Charter Academy
Scott Turner	SELPA Executive Director

Absent:

Debra French	Bassett Unified School District
Elizabeth Eminhizer	Covina-Valley Unified School District

1. 2020-2021 SELPA Annual Budget and Service Plan Public Hearing

The public hearing was opened at 8:01AM. Scott Turner presented on changes to the Annual Budget Plan, Annual Service Plan, and Local Plan required by AB 1808. Scott reviewed the proposed Annual Budget Plan and Annual Service Plan. The Public Hearing Notices were posted on the SELPA website and all District websites as required by CDE due to school closures. The presentation was live streamed via the SELPA website. There was not any request for public comment on this item.

The public hearing was closed at 8:10AM.

2. Approval of Agenda Order and Content

Action: Froilan Mendoza moved to approve agenda order and content. Rob Voors seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Yes
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

3. Public Comment

This is the time and place for the general public to address the Superintendents' Council. State law prohibits the Council from acting on any issue not on the agenda. Because there are time limits imposed for public comment, the Superintendents' Council will not answer questions nor respond to statements made during Public Comment. Comments are limited to three (3) minutes per person, with a total of 20 minutes allotted for any single item. Non-agenda items will be heard during Public Comments. Members of the Superintendents' Council may choose to take notes and respond briefly after Public Comment is closed. Individuals requesting to speak to the Superintendents' Council must complete a "Request to Speak" form with name, address and phone number. Items NOT on the agenda are addressed during the Public Comment section of the meeting using a BLUE form. Individuals requesting to speak regarding an agenda item will be recognized when that item is addressed using a YELLOW form. All forms must be turned in to the SELPA Director or designee prior to the start of the meeting.

There was no requests for Public Comment on items not on the agenda. Scott Turner indicated that there was public comment received on agenda items 8 and 9.

4. Approval of Annual Budget and Service Plan for 2020-2021

- Approval of the 2020-2021 Annual Budget and Service Plan as required by CDE

Action: Rob Voors moved to approve the 2020/2021 annual budget and service plan. Jeff Jordan seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Yes
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

5. CONSENT Agenda

These items are considered routine and may be enacted by a single motion. Any item may be removed by a member of the Superintendents' Council for discussion.

5a. Approval of Minutes

- Approval of March 20, 2020 minutes

5b. Approval of Private School Student- Proportionate Share Services Plan

- Approval of 2020-2021 Private School Student- Proportionate Share Services Plan

5c. Approval of SELPA Director Goals for 2020-2021

- Approval of SELPA Director goals

5d. Approval of Revision to SELPA Allocation Plan

- Approval of revision to SELPA Allocation Plan

Action: Jeff Jordan moved to approve the consent calendar items as submitted. Linda Kaminski seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Yes
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

6. Update on Status of Provider Program Classrooms

- Update on current classrooms and identified program needs

Scott Turner presented the updated list of Provider Program classrooms. Scott discussed that Baldwin Park USD will be offering availability for their SH Programs and an eventual Adult Transition Program, Project Search.

7. Governor’s May Revise and Legislative Update

- Presentation on Legislative Update and Governor’s Budget

Public comment received before the meeting on behalf of the Community Advisory Committee was read to the Superintendents’ Council regarding their legislative advocacy efforts during the 2019-2020 school year.

Scott Turner provided updated information on the legislative advocacy efforts, including meetings with the SELPA Assembly and Senate Representatives. The meetings included appointments with the representatives and their staffers and there continues to be ongoing communications with the representatives. Scott discussed that the Governor’s May Revise continues to support the special education AB 602 proposal which would be largely beneficial to the SELPA given the low funding rate. The special education preschool proposal did not survive the May Revise.

8. Approval of Revision to ESGV SELPA Local Plan

- Approval of the revision to the Local Plan as required by CDE

Public comment received before the meeting on behalf of the Community Advisory Committee was read to the Superintendents’ Council regarding their participation on the revision of the Local Plan.

Scott Turner discussed the process of revising the Local Plan which was initiated and required by AB 1808. Scott reviewed areas that were updated from the current local plan, but cited that the vast majority of the language in the current plan was used in the new revision. No substantive changes were made in the proposed revision based on feedback from various groups throughout the SELPA. Scott discussed that individual approvals from each LEA and from the Los Angeles County Office of Education would be required before submission to CDE. The SELPA will provide sample items for LEAs to take to their respective governing boards.

Action: Rob Voors moved to approve the revisions to the ESGV SELPA Local Plan. Carl Coles seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Yes
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

9. Approval of 2020-2021 SELPA Operational Budget

- Approval of proposed SELPA Operational Budget

Scott Turner reviewed the budget, which was reviewed with Business Administrators and Special Education Directors. Additional reductions were made in light of the school closures and the May Revise. Scott discussed the anticipation of new MOUs with LEAs outside the SELPA that will bring in a 4% administrative cost to offset the SELPA Operational Budget. Scott discussed the increase in the CAC budget to support their ongoing Arts Festival and legislative advocacy. The additional funds will be used to allow the CAC to coordinate the purchasing of supplies for the Arts Festival, which have historically been the responsibility of the LEAs. Scott also provided an update to the Superintendents' Council that the previously approved SELPA Clinical School Psychologist position has been put on hold pending new legislation related to this position and the in light of the May Revision.

Action: Froilan Mendoza moved to approve the proposed SELPA Operational Budget. Linda Kaminski seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Absent at time of vote
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

10. Updates on COVID-19 Planning and Collaboration

- Update on COVID-19 planning with Contractors related to school closures

**East San Gabriel Valley
Special Education Local Plan Area
Superintendents' Council
Minutes – May 22, 2020**

Scott Turner gave an update on the SELPAs MOU's with local non-public schools and Durham School Services. Durham School Services has been providing support to member LEAs in their essential services and has been funded based on an MOU executed at the time of school closure to provide negotiated funding to cover operational costs. Scott discussed that Extended School Year transportation services had not been scheduled and that funding from the state has not addressed any intent of ongoing funding for Extended School Year services. Scott discussed further research and consultation with School Services and CBOs and recommended that the current funding end effective May 31st.

Action: Linda Kaminski moved to approve notifying Durham School Services that the MOU for ongoing payments will end May 31st and that the SELPA will continue to work with Durham School Services for planning for the 2020-2021 school year. Jim Elsasser seconded the motion and it was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent
Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Absent at time of vote
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

11. Superintendents'/SELPA Director's Comments

The Superintendents' Council discussed their personal adjustments to virtual meetings and platforms.

12. Closed Session

- a. Anticipated Litigation- Gov't Code § 54956.9(d)(2)
- b. Public Employee- SELPA Executive Director Evaluation - Gov't Code § 54597

The Superintendents' Council adjourned to closed session at 8:34AM.

The Superintendents' Council called the open session back to order at 8:59AM. Carl Coles reported that during closed session the Superintendents' Council took action to make a recommendation to the Covina-Valley USD Board to extend the SELPA Executive Director's contract to June 30th, 2023.

The motion in closed session was made by Linda Kaminski and seconded by Rob Voors and was unanimously approved.

Superintendent	LEA	Vote
Linda Kaminski	Azusa USD	Yes
Froilan Mendoza	Baldwin Park USD	Yes
Debra French	Bassett USD	Absent
Carl Coles	Bonita USD	Yes
Jeff Jordan	Charter Oak USD	Yes
Jim Elsasser	Claremont USD	Yes
Elizabeth Eminhizer	Covina-Valley USD	Absent

**East San Gabriel Valley
Special Education Local Plan Area
Superintendents' Council
Minutes – May 22, 2020**

Robert Voors	Glendora USD	Yes
Robert Taylor	Walnut Valley USD	Absent at time of vote
Charles Hinman	West Covina USD	Yes
Denise Patton	San Jose Charter	Yes
Vacant	OFL I, OFL II, OFY	Absent
Vacant	iQ Academy	Absent

Meeting was adjourned at 9:01AM.

3b.

Approval of Memorandum of Understanding with Rowland USD SELPA for Provider Programs

Background: The Special Education Local Plan Area (SELPA) has historically held Memorandum of Understandings (MOU) with other SELPAs and Local Educational Agencies (LEA) to allow for students to be served across SELPA boundaries. The purpose of the MOU is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. When a student is placed in a special education program outside the student's SELPA of residence through the IEP process, the LEA of residence retains financial responsibility for the student's special education and related services. Students attending other LEAs through an inter-LEA transfer, Allen Bill provisions, or other allowable transfer processes are the responsibility of the LEA of attendance since the LEA of residence did not make the placement.

Discussion: Based upon current data, the SELPA serves approximately 50 students through the existing MOUs. Although these placements are funded by the District of Residence based on the same billing models used within the SELPA, these outside SELPAs and LEAs do not pay into the SELPA Operational Budget. In conversations with these SELPAs/LEAs, it was suggested that this issue be rectified by adding a “SELPA Administrative Fee” to the MOU. The fees collected would be used to offset the SELPA member LEAs’ contribution to the SELPA Operational Budget.

The proposed MOU would be reviewed annually and revised when necessary. The proposed MOU contains revisions to reflect a 4% SELPA Administrative Fee. It is anticipated that the new MOU language would bring in approximately \$50K collectively between all MOUs annually in revenue that would be used to offset the member LEA’s contribution to the SELPA operational budget.

Recommendation: Approve the MOU with Rowland USD SELPA for Provider Programs.

Action: Approval



MEMORANDUM OF UNDERSTANDING

Inter-SELPA Attendance for Students with Exceptional Needs

This memorandum of understanding ("Agreement") between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA and the Rowland Unified School District SELPA, hereinafter referred to as RUSD SELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this Agreement is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement.

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

I. DEFINITIONS

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

II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

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

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

III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, The DOR shall convene all subsequent IEP meetings in coordination with the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
 - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.
- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.

B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.

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

A. Placement of students under this agreement shall not be deemed an inter-district transfer.

B. Placement of students by a DOR under this agreement shall be at the discretion of the DOR, acceptance by the DOS, and subject to the provisions herein.

VI. FISCAL RESPONSIBILITIES

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

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

- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.

VII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome.

VIII. TERM

- A. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties.
- C. This Agreement may be terminated at any time by either ESGV SELPA or Rowland Unified School District SELPA by provision of written notification through the U.S. Mail Service 15 days prior to termination of the agreement.
- D. This Agreement shall be effective on the date of signature by all Parties.



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



 Michael Tincup, Ph.D.
 Director, Special Education
 Rowland USD SELPA

5/22/20

 Date Signed

5/22/20

 Date Signed

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

Appendix A

EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

SECTION I:

FTE Ratio

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

Pupil Count

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

SECTION II: DIRECT PROVIDER PROGRAM STAFF COST

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

1a. Special Day Class (SDC) – Certificated

- Substitutes
 - \$1,250 flat fee per FTE (.5 FTE = \$625 flat fee)
(typical sub cost is 10 days x \$125/day)
 - If sub costs are equal to, or greater than, \$1,500 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

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

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

2. Designated Instruction and Services (DIS)

- % of caseload = cost allowable/attributable to the program
- Substitute costs – same as #1a SDC – Certificated
- Include certificated interpreters in this area (if specific to program)

3. Program Support Staff

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

4. Administrative Support

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

5. Parent Training Costs

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

SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST

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

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

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

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

SECTION IV:

9. Contracted Services

Should only include costs for students in the Provider Program

10. Mileage cost for itinerant services

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

11. Non-salary Cost Reimbursement

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

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

Revenue Offset

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
- b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees

General information

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

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

Legal costs – each district will pay their own costs.

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

1:1 aide costs (including paraeducators, health aides, behaviorists) will be calculated separately, identified by DOR and student's SSID number. Any related mileage costs will be included in this separate calculation. Costs will be reimbursed in the same manner as other provider billing but will be identified separately.

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

Transportation

Special Education transportation excess cost will include:

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

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

No revenue offset is to be applied.

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

Secondary teachers – example

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

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

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

Example for scenario 2:

- Student 1- two SDC classes
- Student 2- three SDC classes
- Student 3- four SDC classes
- Student 4- one SDC class
- Student 5- two SDC classes
- Student 6- four SDC classes

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

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

3c.

Approval of Memorandum of Understanding with Pomona USD SELPA for Provider Programs

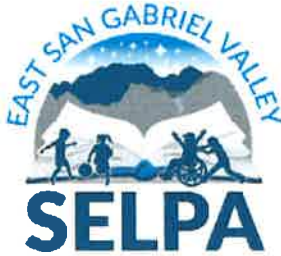
Background: The Special Education Local Plan Area (SELPA) has historically held Memorandum of Understandings (MOU) with other SELPAs and Local Educational Agencies (LEA) to allow for students to be served across SELPA boundaries. The purpose of the MOU is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. When a student is placed in a special education program outside the student's SELPA of residence through the IEP process, the LEA of residence retains financial responsibility for the student's special education and related services. Students attending other LEAs through an inter-LEA transfer, Allen Bill provisions, or other allowable transfer processes are the responsibility of the LEA of attendance since the LEA of residence did not make the placement.

Discussion: Based upon current data, the SELPA serves approximately 50 students through the existing MOUs. Although these placements are funded by the District of Residence based on the same billing models used within the SELPA, these outside SELPAs and LEAs do not pay into the SELPA Operational Budget. In conversations with these SELPAs/LEAs, it was suggested that this issue be rectified by adding a "SELPA Administrative Fee" to the MOU. The fees collected would be used to offset the SELPA member LEAs' contribution to the SELPA Operational Budget.

The proposed MOU would be reviewed annually and revised when necessary. The proposed MOU contains revisions to reflect a 4% SELPA Administrative Fee. It is anticipated that the new MOU language would bring in approximately \$50K collectively between all MOUs annually in revenue that would be used to offset the member LEA's contribution to the SELPA operational budget.

Recommendation: Approve the MOU with Pomona USD SELPA for Provider Programs.

Action: Approval



MEMORANDUM OF UNDERSTANDING

Inter-SELPA Attendance for Students with Exceptional Needs

This Memorandum of Understanding ("MOU"), dated July 1, 2020, is between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA, and the Pomona Unified School District SELPA, hereinafter referred to as PUSD SELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this MOU is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this MOU.

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

I. DEFINITIONS

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

II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

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

- E. The DOR shall coordinate observations and IEP meetings with the potential DOS. The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.
- F. The DOR shall complete the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement (See attachment to this MOU). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement.
- G. Parent Consent and Release of Information: Referral packet shall include parent consent to referral and parent release of information so that EPs and reports can be sent to DOR.
- H. If the DOS agrees to accept the student, it will assume all responsibility for providing all components as specified in the IEP, except for student transportation.
- I. Extended School Year ("ESY") requirements are the responsibility of the DOS. Transportation shall be provided by DOR.
- J. The DOS shall provide the DOR with progress reports at least once per quarter.
- K. The DOR shall reimburse the DOS for costs associated with services as calculated by the approved DOS SELPA procedures.
- L. The DOR shall provide all necessary low incidence materials and equipment for students with a low incidence disability, when placed in DOS provider classroom.
- M. The DOS shall notify the DOR if the student moves, or is suspended for a total often days in one school year.

III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, the DOR shall convene all subsequent IEP meetings in coordination with the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
 - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.
- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.

- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.

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

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

VI. FISCAL RESPONSIBILITIES

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

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


- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within sixty (60) days of receipt of final billing.

VII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome.

VIII. TERM

- A. This MOU supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This MOU shall be in effect until revised by mutual consent of all Parties.
- C. This MOU may be terminated at any time by either ESGV SELPA or Pomona Unified School District SELPA by provision of written notification through the U.S. Mail Service 15 days prior to termination of the MOU.
- D. This MOU shall be effective on the date of signature by all Parties.



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

 Sandra Garcia, Assistant Superintendent/
 Chief Business Officer
 Pomona Unified School District SELPA

7/21/2020

 Date Signed

 Date Signed

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

Appendix A

EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

SECTION I:

FTE Ratio

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

Pupil Count

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

SECTION II: DIRECT PROVIDER PROGRAM STAFF COST

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

1a. Special Day Class (SDC) – Certificated

- Substitutes
 - \$1,250 flat fee per FTE (.5 FTE = \$625 flat fee)
(typical sub cost is 10 days x \$125/day)
 - If sub costs are equal to, or greater than, \$1,500 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

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

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

2. Designated Instruction and Services (DIS)

- % of caseload = cost allowable/attributable to the program
- Substitute costs – same as #1a SDC – Certificated
- Include certificated interpreters in this area (if specific to program)

3. Program Support Staff

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

4. Administrative Support

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

5. Parent Training Costs

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

SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST

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

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

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

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

SECTION IV:

9. Contracted Services

Should only include costs for students in the Provider Program

10. Mileage cost for itinerant services

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

11. Non-salary Cost Reimbursement

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

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

Revenue Offset

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
- b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees

General information

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

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

Legal costs – each district will pay their own costs.

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1:1 aide costs (including paraeducators, health aides, behaviorists) will be calculated separately, identified by DOR and student's SSID number. Any related mileage costs will be included in this separate calculation. Costs will be reimbursed in the same manner as other provider billing but will be identified separately.

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

Transportation

Special Education transportation excess cost will include:

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

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

No revenue offset is to be applied.

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

Secondary teachers – example

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

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

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

Example for scenario 2:

- Student 1- two SDC classes
- Student 2- three SDC classes
- Student 3- four SDC classes
- Student 4- one SDC class
- Student 5- two SDC classes
- Student 6- four SDC classes

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

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

3d.

Approval of Memorandum of Understanding with Hacienda La Puente USD SELPA for Provider Programs

Background: The Special Education Local Plan Area (SELPA) has historically held Memorandum of Understandings (MOU) with other SELPAs and Local Educational Agencies (LEA) to allow for students to be served across SELPA boundaries. The purpose of the MOU is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. When a student is placed in a special education program outside the student's SELPA of residence through the IEP process, the LEA of residence retains financial responsibility for the student's special education and related services. Students attending other LEAs through an inter-LEA transfer, Allen Bill provisions, or other allowable transfer processes are the responsibility of the LEA of attendance since the LEA of residence did not make the placement.

Discussion: Based upon current data, the SELPA serves approximately 50 students through the existing MOUs. Although these placements are funded by the District of Residence based on the same billing models used within the SELPA, these outside SELPAs and LEAs do not pay into the SELPA Operational Budget. In conversations with these SELPAs/LEAs, it was suggested that this issue be rectified by adding a “SELPA Administrative Fee” to the MOU. The fees collected would be used to offset the SELPA member LEAs’ contribution to the SELPA Operational Budget.

The proposed MOU would be reviewed annually and revised when necessary. The proposed MOU contains revisions to reflect a 4% SELPA Administrative Fee. It is anticipated that the new MOU language would bring in approximately \$50K collectively between all MOUs annually in revenue that would be used to offset the member LEA’s contribution to the SELPA operational budget.

Recommendation: Approve the MOU with Hacienda La Puente USD SELPA for Provider Programs.

Action: Approval



MEMORANDUM OF UNDERSTANDING

Inter-SELPA Attendance for Students with Exceptional Needs

This memorandum of understanding ("Agreement") between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA and the Hacienda La Puente Unified School District SELPA, hereinafter referred to as PUSD SELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this Agreement is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement.

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

I. DEFINITIONS

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

II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

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

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

III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, The DOR shall convene all subsequent IEP meetings in coordination with the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
 - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.
- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.

- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.

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

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

VI. FISCAL RESPONSIBILITIES

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

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

- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.

VII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome.

VIII. TERM

- A. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties.
- C. This Agreement may be terminated at any time by either ESGV SELPA or Hacienda La Puente Unified School District SELPA by provision of written notification through the U.S. Mail Service 15 days prior to termination of the agreement.
- D. This Agreement shall be effective on the date of signature by all Parties.



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



Deidre Hurst
Director, Special Education
Hacienda La Puente USD SELPA

6/16/20

Date Signed

6/16/20

Date Signed

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

Appendix A

EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

SECTION I:

FTE Ratio

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

Pupil Count

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

SECTION II: DIRECT PROVIDER PROGRAM STAFF COST

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

1a. Special Day Class (SDC) – Certificated

- Substitutes
 - \$1,250 flat fee per FTE (.5 FTE = \$625 flat fee)
(typical sub cost is 10 days x \$125/day)
 - If sub costs are equal to, or greater than, \$1,500 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

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

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

2. Designated Instruction and Services (DIS)

- % of caseload = cost allowable/attributable to the program
- Substitute costs – same as #1a SDC – Certificated
- Include certificated interpreters in this area (if specific to program)

3. Program Support Staff

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

4. Administrative Support

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

5. Parent Training Costs

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

SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST

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

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

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

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

SECTION IV:

9. Contracted Services

Should only include costs for students in the Provider Program

10. Mileage cost for itinerant services

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

11. Non-salary Cost Reimbursement

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

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

Revenue Offset

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
- b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees

General information

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

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

Legal costs – each district will pay their own costs.

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

1:1 aide costs (including paraeducators, health aides, behaviorists) will be calculated separately, identified by DOR and student's SSID number. Any related mileage costs will be included in this separate calculation. Costs will be reimbursed in the same manner as other provider billing but will be identified separately.

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

Transportation

Special Education transportation excess cost will include:

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

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

No revenue offset is to be applied.

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

Secondary teachers – example

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

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

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

Example for scenario 2:

- Student 1- two SDC classes
- Student 2- three SDC classes
- Student 3- four SDC classes
- Student 4- one SDC class
- Student 5- two SDC classes
- Student 6- four SDC classes

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

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

4.

Superintendents' Council 2020-2021 Weighted Voting Scale

Background: The East San Gabriel Valley SELPA Local Plan establishes votes for each member Local Educational Agency (LEA) based on the average daily attendance (ADA) of each member LEA from the second reporting period (P2) of the preceding school year. The voting scale is to be provided to the Superintendents' Council at the beginning of each year, reflecting the update using the prior year P2 ADA.

Discussion: Increments for voting are based on the prior year P2 ADA, and using the following increments:

0 – 3,999 = 1 vote
4,000 – 7,999 = 2 votes
8,000 – 11,999 = 3 votes
12,000 – 15,999 = 4 votes
16,000 or more = 5 votes

Action: Information



2020-21 Superintendents' Council Voting

DISTRICT/LEA	2019/20 Certified P-2 ADA	Number of Votes
Azusa Unified	7,318.44	2
Baldwin Park Unified	11,675.42	3
Bassett Unified	3,146.47	1
Bonita Unified	9,664.90	3
Charter Oak Unified	4,377.96	2
Claremont Unified	6,639.62	2
Covina-Valley Unified	11,186.86	3
Glendora Unified	6,891.38	2
Walnut Valley Unified	13,420.66	4
West Covina Unified	8,214.63	3
CAVA @ LA	3,426.80	1
OFL I (Baldwin Park)	4,581.14	2
San Jose Academy	1,218.28	1
IQ Academy	727.53	1
Options for Youth	1,093.48	1
TOTAL ADA	93,583.57	31.00

Weighted voting scale:

0 - 3,999 = 1 vote

4,000 - 7,999 = 2 votes

8,000 - 11,999 = 3 votes

12,000 - 15,999 = 4 votes

16,000 or more = 5 votes

6.

7.



DURHAM
SCHOOL SERVICES

Durham School Services

2713 River Ave

Rosemead, CA 91770

July 29, 2020

Dear East San Gabriel Valley SELPA & Member Districts,

As your committed partner and transportation provider, we are writing to you today to thank you profusely for agreeing to help us get through the COVID-19 closures. We previously requested and received \$36,414.98 per day to cover the following costs in SY19/20:

- Ongoing driver compensation at established guaranteed wages
- Come Back Bonus for Drivers (payable upon school reopening) equal to one week's pay less unemployment
- Staff Salaries (including Operations, Safety, Training, and Maintenance)
- Facility & Fixed Costs
- Asset Depreciation
- 7% Corporate Overhead to Ensure Support at CSC Level (e.g. IT, Payroll, Benefits, HR)

With your help, we've successfully been able to retain 100% of our workforce through the closures thus far confirmed by weekly calls to each and every one of our employees, staff & drivers inclusively. Additionally, we've been fortunate enough to avoid any exposure to COVID19 while providing some assistance in Azusa, Covina, and Claremont in a variety of capacities as needed.

We are grateful for this partnership and would like to continue to serve the community through the summer if we can continue receiving partial funding to retain the workforce and cover fixed costs through the new school year in 2020/2021. With **\$38,964 in funding per day**, we can continue to guarantee wages for 158 drivers through the SY20/21 closures and continue providing assistance as needed throughout the SELPA's area. As we've discussed before, we are open to assisting the SELPA and Member Districts with meal distribution, homework distribution, call handling, sanitation services, and are willing to consider any other activity within reason as your committed partner.

We look forward to hearing the good news and are actively working to prepare for the new school year to assist in any way we possibly can to ensure a safe & successful return to work!

Sincerely,

David W. Collins

Region Manager

dwcollins@durhamschoolservices.com

East San Gabriel Valley SELPA

2019-20 Transportation Cost Analysis due to COVID 19 School Closures
- Durham School Services

as of 5/27/20

Actual Cost (Aug 2019 - March 13, 2020) *	\$	6,250,593
Projected Cost after Mar 13, based on average cost per route from previous billings	\$	3,107,561
Total Projected Cost, without closure	\$	<u>9,358,154</u>
Actual Cost (Aug 2019 - March 13, 2020) *	\$	6,250,593
Projected Cost during School Closure, per MOU **	\$	2,435,813
Less: Estimated ESY cost ***	\$	(469,404)
Total Projected Cost, with closure	\$	<u>8,217,002</u>
Cost Savings during School Closure with MOU	\$	<u>(1,141,152)</u>

* Excluding costs of Alternate Transportation facilitated by the SELPA through Durham, directly paid for by DOR.

** Daily rate per MOU of \$36,414.98 for RSY and \$24,705.48 for ESY

*** On May 22, 2020, Superintendents' Council approved for SELPA to cease payment to Durham for SY 2019-20 at the end of May.