

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
September 27, 2019 -12:30 p.m.
Roy C. Hill Education Center, 601 North E Street, San Bernardino, California 92415

AGENDA

1.0 CALL TO ORDER

2.0 PUBLIC PARTICIPATION

Citizens are encouraged to participate in the deliberation of the CAHELP JPA Governance Council. Several opportunities are available during the meeting for the Council to receive oral communication regarding the presentations of any items listed on the agenda. Please ask for recognition either before a presentation or after the presentation has been completed. Please complete and submit a “Registration Card to Address the Governance Council” to the Recording Secretary and adhere to the provisions described therein.

3.0 ADOPTION OF THE AGENDA

3.1 **BE IT RESOLVED** that the September 27, 2019 CAHELP JPA Governance Council Meeting Agenda be approved as presented.

4.0 PRESENTATIONS

4.1 SBCSS D/M Operations Final 2018-19 LCFF Revenue Transfer

The SBCSS D/M Operations Fiscal Year 2018-19 LCFF Revenue Transfer will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

4.2 SBCSS D/M Operations 2018-19 Fee-For-Service Year-End Actuals

The SBCSS D/M Operations Fiscal Year 2018-19 Fee-For-Service Year-End Actuals will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

4.3 SBCSS D/M Operations 2018-19 Fee-for-Service Return

The SBCSS D/M Operations 2018-19 Fee-For-Service Return will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

4.4 Assembly Bill (AB) 2235 Implementation

The SBCSS Internal Business Accountant will present on the implementation of Assembly Bill (AB) 2235 as explained at the April 17, 2019 CAHELP Governance Council Meeting.

AGENDA

5.0 INFORMATION / ACTION

5.1 2019-20 Nonpublic, Nonsectarian School/Agency Services Master Contract (ACTION)

The CAHELP Master Contract for Nonpublic Schools and Nonpublic Agencies is reviewed annually by the State SELPA Administrator's Association, legal counsel for State SELPA, the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA to ensure all legal requirements are met in the contract. The Desert/Mountain SELPA and the Desert/Mountain Charter SELPA policies indicate that the Master Contract and Individual Service Agreement (ISA) adopted by the SELPA and Charter SELPA will be approved by the California Association of Health and Education Linked Professions (CAHELP), Joint Powers Authorities (JPA) Governance Council and/or legal counsel and is updated per federal or state requirements. The CEO of CAHELP is requesting approval of the 2018-19 Master Contract and ISA.

5.1.1 **BE IT RESOLVED** that the 2019-20 CAHELP Master Contract and Individual Service Agreement for Nonpublic Schools and Nonpublic Agencies be approved as presented.

5.2 Desert/Mountain SELPA Policy & Procedures Chapters 5, 13 (ACTION)

Policies and procedures governing the operation of special education programs within the Desert/Mountain SELPA are developed, reviewed and revised throughout the year upon the recommendation of the Steering Committee. Policies and Procedures are modified as necessary in order to ensure that special education programs are operated in an efficient, effective and legally compliant manner. Suggested revisions to SELPA Policy and Procedures are annually submitted to the CAHELP Governance Council for consideration and approval.

5.2.1 **BE IT RESOLVED** that the Desert/Mountain SELPA Policy & Procedures Chapters 5, 13 be approved as presented.

5.3 Desert/Mountain Charter SELPA Policy & Procedures Chapters 12, 15 (ACTION)

Policies and procedures governing the operation of special education programs within the Desert/Mountain Charter SELPA are developed, reviewed and revised throughout the year upon the recommendation of the Steering Committee. Policies and Procedures are modified as necessary in order to ensure that special education programs are operated in an efficient, effective and legally compliant manner. Suggested revisions to Charter SELPA Policy and Procedures are annually submitted to the CAHELP Governance Council for consideration and approval.

5.3.1 **BE IT RESOLVED** that the Desert/Mountain Charter SELPA Policy & Procedures Chapters 12, 15 be approved as presented.

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5.4 Real Estate JPA (**ACTION**)

The CAHELP CEO will present information regarding creating a real estate JPA in order to limit liabilities among all members of the CAHELP JPA in regard to the ownership of the Hesperia property and Spirit River. The CAHELP JPA CEO is requesting approval to finalize documents with review from an attorney for the CAHELP Real Estate JPA.

5.4.1 **BE IT RESOLVED** that the CAHELP JPA Governance Council authorize and approve the finalization of documents with review from an attorney to create a Real Estate JPA.

5.5 Comparative Market Analysis for Hesperia Property (**ACTION**)

The CAHELP JPA CEO will present comparative market analysis Hesperia property of Real Property of Assessor's Parcel Number 0405-042-60 in Hesperia to approve the sale of the property.

5.5.1 **BE IT RESOLVED** that the CAHELP JPA Governance Council approve the sale of Assessor's Parcel Number 0405-042-60 in Hesperia.

5.6 Regional Facility Disposition (**ACTION**)

CAHELP JPA is seeking approval for the disposition of the two D/M SELPA portable facility located at Skyline North Elementary School and the one D/M SELPA portable facilities located at Central High School and purchased through the Regional Facility Acquisition Process. Given the age of the facilities and the projected cost of relocation, it is the recommendation of the CAHELP JPA Chief Executive Officer (CEO) to transfer ownership of the portable facilities to the Barstow Unified School District, to be sold with the district properties as a part of the district.

5.6.1 **BE IT RESOLVED** that the CAHELP JPA Governance Council authorize and approve the D/M SELPA to transfer ownership of the

D/M SELPA portable facilities located at Skyline North Elementary School and Central High School to the Barstow Unified School District, to be sold with the district properties as presented.

5.7 Speech and Language Therapists (**ACTION**)

CAHELP JPA is seeking approval for the development of a Speech and Language itinerant services department based on a Fee-for-Service for the members of CAHELP JPA.

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5.7.1 **BE IT RESOLVED** that the development of a Speech and Language itinerant services department based on a Fee-for-Service for the members of the CAHELP JPA be approved as presented.

5.8 Governance Council Meeting Dates, Times and Location

The CAHELP CEO seeks consideration in a change of dates, times, and location for the November 15, 2019 and February 7, 2020 Governance Council Meetings.

5.8.1 **BE IT RESOLVED** that the CAHELP JPA Governance Council approves the change of dates, times, and location for the November 15, 2019 and February 7, 2020 Governance Council Meetings.

6.0 CONSENT ITEMS

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

6.1 **BE IT RESOLVED** that the following Consent Items be approved as presented:

- 6.1.1 Approve the April 17, 2019 CAHELP JPA Governance Council Meeting Minutes.
- 6.1.2 Approve the 2020 Theraplay Annual Certified Therapist Membership Dues for Rosalina Becerra, Julie McNeil, and Janice Titherley in the amount of \$150.00.
- 6.1.3 Approve the the Association of Community Based Organizations (ACBO) 2019 Annual Membership for DMCC Director Linda Llamas in the amount of \$125.00.
- 6.1.4 Approve the 2019/2020 Crisis Prevention Institute (CPI) Annual Membership Recertification for Ned Broberg, Danielle Cote, Brian Follis, Bonnie Garcia, Renee Garcia, Blanca Medrano, Michael Norton, Sheila Parisian, and Linda Rodriguez in an amount not to exceed \$150.00 per individual membership.
- 6.1.5 Approve the 2019/2020 two-year International Critical Incident Stress Foundation (ICISF) memberships for Teah Barrow, and Belinda Jauregui in the amount of \$95.00 per individual membership.

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6.1.6 Approve 2020 HealthCare Compliance Association membership for Sherilyn Wadsworth in the amount of \$325.00.

6.1.7 Approve Tools to Grow Software annual membership for Crystal Aden, Michael Brooksby, Marisa DiDonato, Patricia Gonzales, Tonia Kimber, Karen Lindquist, Jessica Marfia, Patricia Overduin, Janet Ray, Meghan Stevens, and Lisa Sutton in the amount of \$350.50.

7.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

7.1 CAHELP JPA Compliance Monitoring Guide (First Read)

The CAHELP JPA Compliance Monitoring Guide will be presented for a first read by the governance council. Edits and suggestions will occur during the next month for any revisions.

7.2 Compliance Update

The CAHELP CEO will present information regarding special education compliance and expectations for the 2019-2020 school year.

7.3 2019-20 Local Control and Accountability Plan (LCAP)

The CAHELP CEO will present information regarding the need for a representative from the Desert/Mountain SELPA/Charter SELPA to participate in each LEAs LCAP planning as required by California Department of Education (CDE).

7.4 Local Plan Rewrite

The CAHELP CEO will provide information regarding the upcoming Local Plan rewrite for the Desert/Mountain SELPA/Charter SELPA and the legal requirements to have completed Local Plans to CDE by June 30, 2020.

7.5 Authorizing Charter Schools

The CAHELP CEO will lead a discussion regarding CAHELP JPA being notified when members are considering the authorization of a charter school.

8.0 INFORMATION ITEMS

8.1 Resolution Support Services Summary

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8.2 Professional Learning Summary

9.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS

10.0 CEO COMMENTS

11.0 MATTERS BROUGHT BY CITIZENS

This is the time during the agenda when the CAHELP JPA Governance Council is again prepared to receive the comments of the public regarding items on this agenda or any school related special education issue.

When coming to the podium, citizens are requested to give their name and limit their remarks to five minutes.

Persons wishing to make complaints against CAHELP JPA Governance Council personnel must have filed an appropriate complaint form prior to the meeting.

When the CAHEHLP JPA Governance Council goes into Closed Session, there will be no further opportunity for citizens to address the Council on items under consideration.

12.0 ADJOURNMENT

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, November 15, 2019, at 12:30 p.m., at the Roy C Hill Education Center – Telepresence Room, 601 North E Street, San Bernardino, CA 92415.

Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.

San Bernardino County Superintendent of Schools
DESERT MOUNTAIN COUNTY OPERATED SPECIAL EDUCATION PROGRAM

2018-19 LCFF Revenue Transfer
District Funded Students
P-2/Annual Final 50% Transfer

District of Residence	UPP %	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Adelanto	83.7900%	10,800.45	9,929.59	10,224.69	-	
P-2/Annual ADA		35.11	24.95	15.75	-	75.81
Total		379,203.78	247,743.36	161,038.83	-	787,985.98
Apple Valley	70.0900%	10,010.71	9,203.53	9,477.05	11,267.67	
P-2/Annual ADA		32.31	17.15	11.60	35.52	96.58
Total		323,446.14	157,840.62	109,933.80	400,227.80	991,448.35
Barstow	80.0900%	10,587.16	9,733.50	10,022.77	11,916.50	
P-2/Annual ADA		5.99	5.55	2.84	9.34	23.72
Total		63,417.11	54,020.95	28,464.67	111,300.15	257,202.88
Bear Valley	70.7800%	10,050.49	9,240.10	9,514.71	11,312.44	
P-2/Annual ADA		3.55	3.29	1.88	-	8.72
Total		35,679.23	30,399.94	17,887.65	-	83,966.82
Helendale	54.3400%	9,129.98	8,393.82	8,643.27	10,276.35	
P-2/Annual ADA		2.44	2.23	1.08	-	5.75
Total		22,277.15	18,718.21	9,334.73	-	50,330.09
Hesperia	75.6300%	10,330.07	9,497.14	9,779.38	11,627.13	
P-2/Annual ADA		6.60	9.22	8.14	65.94	89.90
Total		68,178.44	87,563.61	79,604.16	766,692.71	1,002,038.91
Lucerne	85.7600%	10,914.01	10,034.00	10,332.19	12,284.39	
P-2/Annual ADA		3.41	1.00	2.07	10.56	17.04
Total		37,216.77	10,034.00	21,387.64	129,723.17	198,361.59
Needles	75.5000%	10,322.57	9,490.25	9,772.29	11,618.69	
P-2/Annual ADA		4.88	9.44	1.86	9.82	26.00
Total		50,374.15	89,587.95	18,176.45	114,095.55	272,234.10
Oro Grande	94.0400%	11,391.31	10,472.81	10,784.05	12,821.62	
P-2/Annual ADA		0.44	0.88	-	-	1.32
Total		5,012.18	9,216.08	-	-	14,228.25
Silver Valley	57.1500%	9,264.79	8,517.75	8,770.89	10,428.09	
P-2/Annual ADA		-	-	0.38	0.94	1.32
Total		-	-	3,332.94	9,802.40	13,135.34
Snowline	68.1300%	9,897.73	9,099.66	9,370.09	11,140.50	
P-2/Annual ADA		25.84	5.25	6.31	20.87	58.27
Total		255,757.31	47,773.22	59,125.27	232,502.31	595,158.12
Trona	73.9900%	10,235.53	9,410.22	9,689.88	11,520.72	
P-2/Annual ADA		1.69	0.79	1.89	1.94	6.31
Total		17,298.04	7,434.08	18,313.88	22,350.19	65,396.19
Victor Elementary	85.2000%	10,881.73	10,004.32	10,301.63	12,248.06	
P-2/Annual ADA		109.84	63.75	-	-	173.59
Total		1,195,249.11	637,775.36	-	-	1,833,024.48
Victor Valley Union High	84.5700%	10,845.41	9,970.93	10,267.25	12,207.18	
P-2/Annual ADA		-	-	28.33	56.82	85.15
Total		-	-	290,871.31	693,611.99	984,483.29

Summary			
District	P-2/Annual	1st 50% Transfer	Final Transfer
Adelanto	787,985.98	392,765.00	395,220.98
Apple Valley	991,448.35	477,121.00	514,327.35
Barstow	257,202.88	130,114.00	127,088.88
Bear Valley	83,966.82	22,969.00	60,997.82
Helendale	50,330.09	7,628.00	42,702.09
Hesperia	1,002,038.91	481,218.00	520,820.91
Lucerne	198,361.59	97,094.00	101,267.59
Needles	272,234.10	136,493.00	135,741.10
Oro Grande	14,228.25	4,950.00	9,278.25
Silver Valley	13,135.34	-	13,135.34
Snowline	595,158.12	288,002.00	307,156.12
Trona	65,396.19	34,369.00	31,027.19
Victor Elementary	1,833,024.48	895,071.00	937,953.48
Victor Valley Union High	984,483.29	463,635.00	520,848.29
Total	7,148,994.39	3,431,429.00	3,717,565.39

FEE-FOR-SERVICE BUDGET to ACTUALS COMPARISON- 2018-19

SELPA	Desert Mountain				Budget	Actuals	+Increase/ -Decrease
A. REVENUES							
					March 2018	September 2019	
	RS	OB	GL	FC			
1. AB602 Special Ed Funding	6500	8311	5001	0000	\$ 37,122,121	\$ 37,403,595	\$ 281,474
2. Property Tax Transfer	6500	8097	5001	0000		\$ 4,518,224	
3. Property Tax Transfer Adjustment between 2018-19 P-2 and Annual						\$ (471,732)	
4. Federal IDEA (Local Assistance Entitlement)	3310	8181	5001	0000		\$ 1,502,939	
5. Net FFS State Aid (A1-A2+A3-A4)	6500	8311	5001	0000		\$ 31,854,164	
6. LCFF ADA Revenue Transfer	6500	8710	5001	0000	\$ 6,643,017	\$ 7,148,994	\$ 505,977
7. Federal Preschool	3315	8182	5730	0000	\$ 158,858	\$ 142,099	\$ (16,759)
8. Preschool Local Entitlement	3320	8182	5730	0000	\$ 482,490	\$ 14,243	\$ (468,247)
9. Infant Part C	3385	8182	5710	0000	\$ 37,210	\$ 37,210	\$ -
10. Infant State Apportionment	6510	8311	5710	0000	\$ 806,915	\$ 828,836	\$ 21,921
11. Local Revenue	6500	8699	5001	0000		\$ 33,802	\$ 33,802
12. Infant Discretionary	6515	8590	5710	0000	\$ 21,525	\$ 18,605	\$ (2,920)
13. Parent Infant Program (Local Contract)	9285	8699	5710	0000	\$ 856	\$ 1,864	\$ 1,008
14. Local Revenue - Interagency Agreements	6500	8311	5001	0000	\$ 71,123	\$ 54,119	\$ (17,004)
15. Other Local Revenue	6500	8699	5001	0000			\$ -
16. Contrib. frm Unrestricted	6500	8981	5001	0000	\$ 339,995	\$ 282,779	\$ (57,216)
TOTAL REVENUES					\$ 45,684,110	\$ 45,966,146	\$ 282,036
B. EXPENDITURES							
1. SAI Services - SDC					\$ 24,262,589	\$ 22,968,914	\$ (1,293,675)
2. Related Services - DIS					\$ 6,635,693	\$ 6,224,309	\$ (411,384)
3. Itinerant					\$ 1,451,325	\$ 1,554,724	\$ 103,399
4. 1:1 Aide Services					\$ 4,944,048	\$ 4,785,385	\$ (158,663)
5. Bus Aides					\$ 302,388	\$ 306,523	\$ 4,135
6. Interpreter Services					\$ 931,278	\$ 849,400	\$ (81,878)
7. Preschool Intensive Autism					\$ 2,458,165	\$ 3,092,550	\$ 634,385
8. Preschool SDC					\$ 2,470,736	\$ 2,370,719	\$ (100,017)
9. Preschool Related Services - DIS					\$ 1,174,897	\$ 1,454,044	\$ 279,147
10. Early Start (NO FFS)					\$ 1,061,825	\$ 1,040,898	\$ (20,927)
TOTAL EXPENDITURES					\$ 45,692,942	\$ 44,647,467	\$ (1,045,475)
C. PRIOR YEAR ADJUSTMENTS							
1. Prior Year AB602 Revenue Funding Adjustment	6500	8319	5001	0000			\$ -
2. Early Start Beginning Balance					\$ 8,832	\$ 13,174	\$ 4,342
TOTAL PRIOR YEAR ADJUSTMENTS					\$ 8,832	\$ 13,174	\$ 4,342
D. 2018-19 ENDING BALANCE							
1. Total Revenues (Section A)					\$ 45,684,110	\$ 45,966,146	\$ 282,036
2. Plus Total Prior Year Revenue Adjustments (Section C)					\$ 8,832	\$ 13,174	\$ 4,342
3. Less Total Expenditures (Section B)					\$ 45,692,942	\$ 44,647,467	\$ (1,045,475)
4. Less Early Start Ending Balance					\$ 13,173	\$ 14,949	\$ 1,776
5. Plus Unused 2018-19 Reserve					\$ 1,338,935	\$ 1,338,935	\$ (0)
6. 2018-19 Fee-For-Service Ending Balance					\$ 1,325,762	\$ 2,655,837	\$ 1,330,077

Service Counts	Budget	Actuals	Diff
SAI Services - SDC	753	766.33	13.33
Related Services - DIS	1001	957.34	-43.7
Itinerant	246	258.08	12.08
1:1 Aide Services	85	83	-2
Bus Aides	41	42.42	1.42
Interpreters	11	8.92	-2.08
Preschool Intensive Autism	90	100.5	10.5
Preschool SDC	111	111.75	0.75
Preschool Related Services - DIS	360	383.5	23.5
Early Start (NO FFS)	N/A	N/A	N/A

ADA	
Estimated ADA - Budget	643.77
ADA - Actuals	669.48

Desert Mountain County Operated Special Education 2018-19 Year-End Actuals
September 2019

		SAI SERVICES > 50% SDC	RELATED SERVICES DIS	ITINERANT	1 TO 1 AIDE SERVICES	BUS AIDES	INTERPRETER SERVICES	PRESCHOOL INTENSIVE AUTISM	PRESCHOOL SDC	PRESCHOOL RELATED SERVICES DIS	EARLY START	TOTAL
	RATE	\$ 26,367.00	\$ 5,486.00	\$ 4,882.00	\$ 48,136.00	\$ 6,104.00	\$ 70,064.00	\$ 24,443.00	\$ 19,920.00	\$ 2,921.00		
OBJECT	EXPENSE											
1000-1999	Certificated Salaries	7,644,654	1,872,126	840,792	-	-	-	838,153	727,156	560,150	550,922	13,033,953
2000-2999	Classified Salaries	4,359,243	1,018,567	61,537	2,294,287	206,331	368,912	681,089	452,541	153,359	49,114	9,644,980
3000-3999	Employee Benefits	6,105,960	1,060,149	360,447	1,666,557	47,706	208,176	822,436	617,635	265,213	242,168	11,396,447
4000-4999	Books & Supplies	90,550	12,481	3,965	-	-	-	14,888	14,248	499	1,018	137,649
5000-5999	Services & Other Operating Expenditures	838,573	1,196,019	21,974	5,771	40	126,981	9,849	2,490	334,515	27,075	2,563,288
6000-6999	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
	Sub total	19,038,980	5,159,343	1,288,714	3,966,615	254,078	704,069	2,366,414	1,814,071	1,313,737	870,297	36,776,317
	% of Total	0.62604	0.16965	0.04238	0.13043	0.00835	0.02315	0.56606	0.43394		N/A	
	Allocated Cost (GL 5001 & 5730; FN 2100, 2105, 2700, 8100)	1,713,563	464,356	115,988	357,007	22,868	63,368	427,722	327,888		70,161	3,562,920
	Sub total 1000-5000 costs	20,752,543	5,623,698	1,404,702	4,323,622	276,945	767,438	2,794,136	2,141,958	1,313,737	940,457	40,339,237
7300-7380	Indirect Cost @10.68%	2,216,372	600,611	150,022	461,763	29,578	81,962	298,414	228,761	140,307	100,441	4,308,230
	TOTAL EXPENSE	22,968,914	6,224,309	1,554,724	4,785,385	306,523	849,400	3,092,550	2,370,719	1,454,044	1,040,898	44,647,467

RESOURCE	OBJECT	REVENUE										
6500	8097	Property Tax Revenue	2,533,263	686,485	171,472	527,785	33,807	93,681				4,046,492
3310	8181	Federal Local Assistance	678,999.05	184,000.86	45,960.22	141,463.88	9,061.33	25,109.66	180,155	138,105	100,084	1,502,939
6500	8311	AB602 FFS Revenue	16,993,649	4,385,513	1,042,531	3,326,040	216,043	505,946	2,276,367	2,087,955	1,020,120	31,854,164
		Total FFS Revenue (Lines 20-24)	20,205,911	5,255,999	1,259,963	3,995,288	258,911	624,737	2,456,522	2,226,060	1,120,204	0

RESOURCE	OBJECT	Revenue										
		LCFF Distribution (based on % of total expense of applicable program)	0.62604	0.16965	0.04238	0.13043	0.00835	0.02315				
6500	8710	Local Control Funding Formula Revenue	4,475,551	1,212,822	302,942	932,444	59,727	165,508				7,148,994
3315	8182	Federal Preschool							61,203	46,918	33,978	142,099
3320	8182	Preschool Local Entitlement							6,135	4,703	3,406	14,243
3385	8182	Part C Early Intervention										37,210
6510	8311	Infant I-50 Apportionment										828,836
6513	8182	Federal Preschool - Backfill for RS 3315										0
6515	8590	Infant Discretionary										18,605
9285	8677	Infant RC Contract										1,864
6512	8590	Mental Health										0
6535	8590	Staff Development										0
6500	8311	AB602 Base Revenue										0
6500	89XX	Contrib to Restricted (JCS TRANSFER)										0
6500	8699	Local	33,802									33,802
6500	8311	Needles (Contracted Nurse)	54,119									54,119
6500	8989	Contribution from Unrestricted	126,620									282,779
		Beginning Balance										13,174
		TOTAL REVENUE:	\$ 24,896,003	\$ 6,468,821	\$ 1,562,905	\$ 4,927,732	\$ 318,638	\$ 790,245	\$ 2,523,860	\$ 2,277,681	\$ 1,157,587	\$ 45,979,319

Excess Cost Per Program	1,927,088	244,512	8,181	142,348	12,115	(59,155)	(568,690)	(93,039)	(296,457)	14,949	1,331,852
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Number of Services - Final	766.33	957.34	258.08	83.00	42.42	8.92	100.50	111.75	383.50	N/A
2018-19 Approved Rates	\$ 26,367	\$ 5,486	\$ 4,882	\$ 48,136	\$ 6,104	\$ 70,064	\$ 24,443	\$ 19,920	\$ 2,921	N/A
Total 2018-19 Fee-For-Service Revenue	\$ 20,205,911	\$ 5,251,931	\$ 1,259,963	\$ 3,995,288	\$ 258,911	\$ 624,737	\$ 2,456,522	\$ 2,226,060	\$ 1,120,204	\$ 37,399,526

SUMMARY	
2018-19 Total Revenue	\$ 45,979,319
2018-19 Total Expense	\$ 44,647,467
Subtotal	\$ 1,331,852
Less Early Start Ending Balance	\$ 14,949
Net Estimated FFS Ending Balance	\$ 1,316,903
2018-19 Unused Reserve	1,338,935
Total Ending Balance	\$ 2,655,837

San Bernardino County Superintendent of Schools
Desert Mountain County Operated Special Education Program
2018-19 Fee-For-Service Return

District	SAI Services	% of Services	Total Return	Related Services DIS	% of Services	Total Return	Itinerant	% of Services	Total Return	1:1 Aides	% of Services	Total Return	Bus Aides	% of Services	Total Return	Interpreters	% of Services	Total Return	Preschool	% of Services	Total Return	Preschool Related Services	% of Services	Total Return	Preschool Intensive Autism	% of Services	Total Return	Grand Total
			\$ 1,927,088			\$ 244,512			\$ 8,181			\$ 142,348			\$ 12,115			\$ (59,155)			\$ (593,099)			\$ (296,457)			\$ (568,690)	1,316,903
Adelanto Elementary	81.92	12%	\$222,348	95.67	11%	\$27,312	22.42	9%	\$746	10.92	14%	\$19,868	2.83	7%	\$810	0.00	0%	\$0	10.42	10%	\$ (59,458.19)	67.08	19%	\$ (56,217)	20.17	21%	\$ (118,853)	\$86,555
Apple Valley Unified	115.50	16%	\$313,491	137.25	16%	\$39,182	20.92	9%	\$696	15.58	20%	\$28,346	9.25	22%	\$2,647	2.00	22%	\$ (13,263)	4.67	5%	\$ (4,238.94)	72.25	20%	\$ (60,550)	26.42	27%	\$ (155,681)	\$150,628
Baker Valley Unified*																												\$0
Barstow Unified	28.92	4%	\$78,495	37.83	4%	\$10,800	17.92	7%	\$596	1.92	2%	\$3,493	0.92	2%	\$263	1.00	11%	\$ (6,632)	20.83	20%	\$ (18,907.30)	51.25	14%	\$ (42,951)	1.75	2%	\$ (10,312)	\$14,846
Bear Valley Unified	10.08	1%	\$27,359	18.83	2%	\$5,376	4.25	2%	\$141	1.58	2%	\$2,875	0.00	0%	\$0	0.25	3%	\$ (1,658)	3.83	4%	\$ (3,476.47)	6.58	2%	\$ (5,514)	0.00	0%	\$0	\$25,102
Excelsior	0.00	0%	\$0	0.00	0%	\$0	3.08	1%	\$102	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$102
Helendale Elementary*																												\$0
Hesperia Unified	104.00	15%	\$282,278	73.00	9%	\$20,840	72.92	30%	\$2,427	15.50	20%	\$28,200	7.25	17%	\$2,074	1.75	20%	\$ (11,606)	11.17	11%	\$ (10,138.96)	41.75	12%	\$ (34,989)	17.50	18%	\$ (103,120)	\$175,966
Lucerne Valley Unified*																												\$0
Needles*																												\$0
Oro Grande Elementary	1.58	0%	\$4,288	4.17	0%	\$1,190	2.83	1%	\$94	0.58	1%	\$1,055	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$6,628
Silver Valley Unified	2.17	0%	\$5,890	3.33	0%	\$951	2.83	1%	\$94	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.83	1%	\$ (753.39)	1.33	0%	\$ (1,115)	0.00	0%	\$0	\$5,067
Snowline Jt. Unified	65.50	9%	\$177,780.70	81.67	10%	\$23,315	23.92	10%	\$795.99	4.33	6%	\$7,877.88	3.17	7%	\$907.03	0.00	0%	\$-	17.33	17%	\$ (15,730.36)	27.58	8%	\$ (23,113.79)	0.00	0%	\$-	\$171,832
Trona Jt. Unified*	7.25	1%	\$19,678.02	21.83	3%	\$6,232	0.33	0%	\$10.98	1.00	1%	\$1,819.37	0.00	0%	\$-	0.00	0%	\$-	0.00	0%	\$-	3.50	1%	\$ (2,933.22)	0.00	0%	\$-	\$24,807
Victor Elementary	185.58	26%	\$503,702.93	260.83	30%	\$74,461	22.08	9%	\$734.76	9.83	13%	\$17,884.42	2.00	5%	\$72.26	0.00	0%	\$-	33.42	33%	\$ (30,335.18)	82.42	23%	\$ (69,073.19)	30.67	32%	\$ (180,724.45)	\$317,223
Victor Valley Union High	107.50	15%	\$291,777.48	122.09	14%	\$34,854	52.33	21%	\$1,741.40	17.00	22%	\$30,929.31	16.92	40%	\$4,841.29	3.92	44%	\$ (25,996.43)	0.00	0%	\$-	0.00	0%	\$-	0.00	0%	\$-	\$338,147
Total	710.00	100%	\$1,927,088	856.50	100%	\$244,512	245.83	100%	\$ 8,181	78.24	100%	\$ 142,348	42.34	100%	\$ 12,115	8.92	100%	\$ (59,155)	102.50	100%	\$ (593,099)	353.74	100%	\$ (296,457)	96.51	100%	\$ (568,690)	\$1,316,903

*Districts receiving small school district protection are not included in the calculated return. Service counts have been removed for these districts and funds are reallocated to the remaining districts.

District	Col. A		Col. B		Col. C		Col. D		Col. E	
	Unused 18/19 Reserve	2018-19 FFS Ending Balance	2018-19 Total Ending Balance	2018-19 Less 3% Reserve - Reserve -\$1,502,413	Balance to Return Balance -\$1,184,742					
Adelanto Elementary	\$ 170,060	\$ 86,555	\$ 256,615	\$ 145,167	\$ 111,448					
Apple Valley Unified	\$ 231,655	\$ 150,628	\$ 382,283	\$ 216,257	\$ 166,025					
Baker Valley Unified	\$ -	\$ -	\$ -	\$ -	\$ -					
Barstow Unified	\$ -	\$ 14,846	\$ 14,846	\$ 8,404	\$ 6,442					
Bear Valley Unified	\$ 14,463	\$ 25,102	\$ 39,565	\$ 22,382	\$ 17,183					
Excelsior	\$ 5,529	\$ 102	\$ 5,631	\$ 3,186	\$ 2,446					
Helendale Elementary	\$ -	\$ -	\$ -	\$ -	\$ -					
Hesperia Unified	\$ 263,284	\$ 175,966	\$ 439,350	\$ 248,540	\$ 190,810					
Lucerne Valley Unified	\$ 21,584	\$ -	\$ 21,584	\$ 12,210	\$ 9,374					
Needles	\$ -	\$ -	\$ -	\$ -	\$ -					
Oro Grande Elementary	\$ 4,682	\$ 6,628	\$ 11,310	\$ 6,398	\$ 4,912					
Silver Valley Unified	\$ 5,195	\$ 5,067	\$ 10,262	\$ 5,805	\$ 4,457					
Snowline Jt. Unified	\$ 90,677	\$ 171,832	\$ 262,510	\$ 148,501	\$ 114,008					
Trona Jt. Unified	\$ 4,954	\$ 24,807	\$ 29,761	\$ 16,836	\$ 12,925					
Victor Elementary	\$ 276,381	\$ 317,223	\$ 593,604	\$ 335,802	\$ 257,802					
Victor Valley Union High	\$ 250,370	\$ 338,147	\$ 588,517	\$ 332,925	\$ 255,593					
Total	\$ 1,338,935	\$ 1,316,903	\$ 2,655,837	\$ 1,502,413	\$ 1,153,424					

4.4 Assembly Bill 2235 Implementation Update
No materials, verbal report

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District:

Contract Year: 2019-2020

- Nonpublic School
 Nonpublic Agency

Type of Contract:

- Master Contract for fiscal year with Individual Service Agreement (ISA) to be approved throughout the term of this contract.
- Individual Master Contract for a specific student incorporating the Individual Service Agreements (ISA) into the terms of this Individual Master Contract specific to a single student.
- Interim Contract: An extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the sole discretion of the CAHELP JPA. Expiration Date: _____

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

2019-2020 MASTER CONTRACT
General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services
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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

Authorization for Master Contract and General Provisions

Authority

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2019, between the **California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA)** through the Desert/Mountain SELPA, Desert/Mountain Charter SELPA, and Desert/Mountain Children’s Center (hereinafter referred to as “CAHELP JPA”), authorized by member districts and charter schools (hereinafter referred to as “LEA”) to act as the representative/contracting agent, and _____ (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA 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., AB 490 (Chapter 862, Statutes of 2003), and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the CAHELP JPA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized CAHELP JPA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school/agency placement 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 LEA student’s parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school/agency services shall be provided consistent with the area of certification specified

2019-2020 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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 nonpublic school/agency certification or waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2, must be provided to the CAHELP JPA 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. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify CAHELP JPA of such expiration of certification or waiver.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 25 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 or licensed by that State to provide, respectively, special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 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 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 CAHELP JPA and CDE of any change in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modifications or relocation of facilities; and (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 CAHELP JPA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, State, local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable CAHELP JPA/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, must be specifically agreed to in writing between the CONTRACTOR and CAHELP JPA/LEA. CONTRACTOR hereby acknowledges and agrees that it accepts all

2019-2020 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

risks and responsibilities for its failure to comply with CAHELP JPA/LEA policies and shall indemnify CAHELP JPA/LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable CAHELP JPA/LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavioral interventions).

CONTRACTOR acknowledges and understands that CAHELP JPA 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, 2019 to June 30, 2020 (Title 5 of the California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the CAHELP JPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to ninety (90) days from July 1 of the new fiscal year (Title 5 of the California Code of Regulations section 3062(d)). No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the CAHELP JPA.

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 CAHELP JPA 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 the CAHELP JPA procedures and 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. Notwithstanding the foregoing, the CAHELP JPA may modify the procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the CAHELP JPA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. The CAHELP JPA may require additional information as applicable. CONTRACTOR that is a nonpublic school shall provide the

2019-2020 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

CAHELP JPA with an updated classroom roster, including LEA students' names, assigned teachers, paraprofessionals, and credentialing or licensing of each staff member, by the 5th of each month. If the application packet is not completed and returned to the CAHELP JPA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the CAHELP JPA duly signed by an authorized representative within ninety (90) calendar days of issuance by the CAHELP JPA, the new contract rates will not take effect until the newly executed Master Contract is received by the CAHELP JPA, 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 within such ninety (90) day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to the CAHELP JPA 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 CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. 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 CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA 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 LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA 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 CAHELP JPA 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 CAHELP JPA 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 LEA student as a result of lack of provision of services while LEA student was served by the nonpublic school or agency.

If a parent or student's 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 placement is deemed lawful and appropriate by the LEA or OAH consistent with section

2019-2020 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

1415(k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the CAHELP JPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the CAHELP JPA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the CDE and its officers, agents, and/or employees.
- b. The term "authorized representative/contracting agent" refers to the California Association of Health and Education Linked Professions Joint Powers Agreement (CAHELP JPA). It is understood that the CAHELP JPA initiates a Master Contract based on the request of a LEA member.

The term "local educational agency (LEA)" refers to the school districts and charter schools who are members of the CAHELP JPA (Refer to Exhibit B for list of member LEAs in the CAHELP JPA).

- c. The term "credential" means 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, 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(j).
- d. The term "qualified" means that a person holds 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 he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or in the absence of such requirements, the State education agency approved or recognized requirements, 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. Nothing in this definition shall be construed as restricting the activities of 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 (Title 5 of the California Code of Regulations section 3001(y)).

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- e. The term “license” means 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(r).
- f. “Parent” means:
 - i. a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
 - iii. 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,
 - iv. a surrogate parent,
 - v. 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 Title 34 of the Code of Federal Regulations section 300.30(b)(1) or (2).

Parent does not include the State or any political subdivision of government or the nonpublic school/agency under contract with the CAHELP JPA for the provision of special education or related services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means 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.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.
- k. The term “ERMHS” refers to Educationally Related Mental Health Services.

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ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the CAHELP JPA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Master Contract.

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; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; 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 behavioral intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire, and dates of termination; records of employee training and certification, 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 nonpublic school and/or agency certification by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; case receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; Federal/State payroll quarterly reports; bank statements and canceled checks, or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA

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student's parent; or (c) employees of the 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 parents access to student records, 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 all records within ten (10) business days to the LEA. These shall include, but not be limited to, current transcripts, IEP/ISPs, and reports. CAHELP JPA/LEA 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 Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the CAHELP JPA of any change of ownership or corporate control within thirty (30) calendar days of change of ownership, or change of authorized representative.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the CAHELP JPA is located.

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

This Master Contract may be modified or amended by the CAHELP JPA to conform to administrative and statutory guidelines issued by any State, Federal, or local governmental agency. The party seeking such modification shall provide the CAHELP JPA thirty (30) day 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.

14. TERMINATION

This Master Contract or an ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the CAHELP JPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are

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void upon termination of this Master Contract, as provided in Section 6. CONTRACTOR or the CAHELP JPA may also terminate an ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his/her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, 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 Agreement 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,

- \$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 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.

- c. **Commercial Auto Liability Insurance** for all owned scheduled, non-owned, or hired automobiles with a \$1 million combined single limit.

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

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

- d. **Errors and 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. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the CAHELP JPA with certificates of insurance evidencing required coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The policy shall name the CAHELP JPA and LEA as additional insured's in case legal action is brought against the CAHELP JPA and LEA for actions or negligence of the CONTRACTOR. The Commercial General Liability and Automobile Liability policy shall name the CAHELP JPA and LEA as additional insured's premiums on all insurance policies that shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- f. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the CAHELP JPA. At its option, the CAHELP JPA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by CAHELP JPA, or eliminate such deductibles or self-insured retentions with respect to CAHELP JPA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- g. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to CAHELP JPA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by CAHELP JPA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- h. All Certificates of insurance shall 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 CENTER ("RTC")

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

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- 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 CAHELP JPA and LEA, and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the CAHELP JPA/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 CAHELP JPA/LEA.

- 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 CAHELP JPA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

If any of the policies required to be maintained under these insurance requirements are written on a claims-made basis, the following shall apply:

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1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services to be performed.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the services.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement, the RTC must purchase an extended reporting period for a minimum of five (5) years after the completion of services or the termination of this Agreement.
4. Upon request, a copy of the claims-made reporting requirements must be submitted to the CAHELP JPA for review.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless CAHELP JPA/LEA and its Board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (CAHELP JPA/LEA Indemnities) harmless against all liability, loss, damage, and expense (including reasonable attorney's 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, willful act, or omission of CONTRACTOR, including without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it (excluding CAHELP /LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The CAHELP JPA/LEA 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, CAHELP JPA shall defend, 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 attorney's 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 the negligent or willful act, or omission of CAHELP JPA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between the CAHELP JPA and CONTRACTOR.

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CONTRACTOR shall provide all services under this Agreement 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 Agreement 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 CAHELP JPA and any individual assigned by CONTRACTOR to perform any services for the CAHELP JPA/LEA.

If the CAHELP JPA is held to be a partner, joint venturer, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the CAHELP JPA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the CAHELP JPA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to the CAHELP JPA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event the CAHELP JPA determines that it can provide the subcontracted service(s) at a lower rate, the CAHELP JPA may elect to provide such service(s). If the CAHELP JPA elects to provide such service(s), the CAHELP JPA shall provide written notification to the 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 of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible unless written approval for any change is first obtained by the CAHELP JPA. Any subcontract of the work contemplated under this Agreement without the express written approval from the CAHELP JPA shall be considered a material breach of the Agreement and the CAHELP JPA shall have the rights under the law for that material breach. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA 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 furnish the CAHELP JPA with 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. The endorsements are to be on forms as required by the CAHELP JPA. All endorsements are to be received and approved by the CAHELP JPA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the CAHELP JPA/LEA as additional insured.

As an alternative to the CAHELP JPA'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 shall reference the CAHELP JPA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as

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contained in sections 46 (Clearance Requirements) and 47 (Staff Qualifications) of this Master Contract.

CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CAHELP JPA/LEA at least forty-five (45) days prior to cancellation or material change in coverage.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the CAHELP JPA 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 and refrain from any relationship with the CAHELP JPA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, including but not limited to, employment with CAHELP JPA/LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a LEA 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 the CAHELP JPA otherwise agree in writing, the CAHELP JPA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA 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 the CONTRACTOR to the LEA 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 LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by the CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3, which provides in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the CAHELP JPA/LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty-five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide related services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA. Additionally, when the CONTRACTOR is a nonpublic agency servicing a LEA student, the

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CONTRACTOR shall never act as an unbiased assessor for CONTRACTOR gain by making recommendations for additional CONTRACTOR services outside of the existing contract or outside of the IEP process.

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 operations 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. DISPUTE RESOLUTION

In the event of a disagreement regarding the distribution of funding, responsibility for service provision and any other activities specified within this Master Contract, it is the intent of the CAHELP JPA that issues be resolved at the lowest level possible. The CAHELP JPA Governance Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of forty-five (45) days, but is not intended to undermine local authority.

If LEA or CONTRACTOR, including those that are out-of-geographic boundaries, disagree with a decision or practice of another agency or the CAHELP JPA office, including the Desert/Mountain SELPA and Desert/Mountain Charter SELPA that LEA or CONTRACTOR has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present issues to their respective superintendent/CDE or designee, who will attempt to resolve the matter. Either party may request the direct assistance of the CAHELP CEO or his/her designee, or the services of a neutral mediator from outside the CAHELP JPA. In the event the issue cannot be resolved either party may request review by the CAHELP CEO, or his/her designee. If the issue cannot be resolved with the recommendation of the CAHELP CEO, either party may request that the issue be placed on the agenda of the CAHELP JPA Governance Council

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for a hearing on the issues and ultimate resolution. The decision of the CAHELP JPA Governance Council shall be final.

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school/agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the LEA 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 CAHELP JPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA 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 LEA student's IEP and ISA (including but not limited to, screenings, assessments to include translation of such written assessment reports when required, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible LEA students with low incidence disabilities when specified in the LEA student's IEP and ISA. Such equipment remains the property of the CAHELP JPA 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 nonpublic school. 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 LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA 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 LEA 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 as specified in the LEA procedures.

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

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23. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school/agency 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 nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors 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; and (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core 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 a LEA that contracts with the nonpublic school; (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. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to the CAHELP JPA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA 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 shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements. At the close of each semester for LEA students in grades 9 through 12 inclusive, CONTRACTOR shall prepare transcripts and submit them to the student's LEA of residence for evaluation of progress toward completion of diploma or certificate of completion requirements. The LEA shall issue the high school diploma or certificate of completion to LEA students.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavioral Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each LEA student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by the 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 an 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

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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 CAHELP JPA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavioral 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 as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the CAHELP JPA and CONTRACTOR agree otherwise in writing.

24. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, 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 LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

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

Per California Education Code section 46207(a), notwithstanding sections 46200 to 46205, inclusive, upon a determination that a school district equals or exceeds its local control funding formula target computed pursuant to section 42238.02 as determined by the calculation of a zero difference pursuant to paragraph (1) of subdivision (b) of section 42238.03, each school district, as a condition of apportionment pursuant to section 42238.02, as implemented pursuant to section 42238.03, shall, for each fiscal year, offer, at the minimum, the following number of minutes of instruction:

1. To pupils in kindergarten, 36,000 minutes.
2. To pupils in grades 1 to 3, inclusive, 50,400 minutes.
3. To pupils in grades 4 to 8, inclusive, 54,000 minutes.
4. To pupils in grades 9 to 12, inclusive, 64,800 minutes.

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

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

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25. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and CAHELP JPA agree otherwise in writing. Upon prior written approval by an authorized LEA 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 nonpublic school 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 nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure 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 nonpublic agency.

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 California Education Code sections 56440 et seq.

26. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the CAHELP JPA a school calendar with the total number of billable days not to exceed 180 days, plus twenty (20) extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. 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 CAHELP JPA. Nothing in this Master Contract shall be interpreted to require the CAHELP JPA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and 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.

The student must have actually been in attendance 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 LEA, in writing, in advance of the delivery of any nonpublic

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school 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 the 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, and Independence Day. With the approval of the 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 nonpublic agency, 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. LEA 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 nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

27. DATA REPORTING

CONTRACTOR shall agree to provide to the CAHELP JPA, all data related to LEA student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this Master Contract and requested by and in the format required by the CAHELP JPA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Web IEP System or comparable system approved by the CAHELP JPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The CAHELP JPA/LEA shall provide the CONTRACTOR with appropriate software, user training, and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

28. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow all CAHELP JPA/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

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curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a LEA student should be transitioned into the public school setting, CONTRACTOR shall assist in implementing the IEP team's recommended activities to support transition which may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements, and other student supports. Additionally, that these provisions shall also apply to mediated agreements and OAH decisions.

CONTRACTOR shall notify the LEA should the LEA student show progress is not being made and shall request an IEP team meeting with the LEA to discuss the appropriate LRE. Conversely, should the LEA student show improvement in his/her educational placement, CONTRACTOR shall call an IEP team meeting with the LEA to decide on the appropriate LRE.

- 29. STATEWIDE ACHIEVEMENT TESTING** When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), the Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities test (using LEA-authorized assessment instruments), the FITNESSGRAM® (physical fitness test), and the English Language Proficiency Assessments for California ("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 California 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 the 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.

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA, and State and Federal guidelines.

30. MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend CAHELP JPA/LEA mandated meetings when legal mandates, and/or CAHELP JPA/LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior

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intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. The CAHELP JPA/LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

31. POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of California Education Code 49005, et seq., 56521.1 and 56521.2, regarding positive behavioral interventions. 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 Federal law and its implementing regulations. If the IEP team determines that a LEA 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 section 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 Behavioral Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the LEA 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 ("BER"). Evidence of such training shall be submitted to the CAHELP JPA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavioral management strategies. Training includes certification with an approved SELPA crisis intervention program. CONTRACTOR will submit a written copy of any BER report or incident report to CAHELP JPA and LEA within 24 hours of its development.

Pursuant to California 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 may complete their own incident report for events that do not meet emergency intervention requirements.

CONTRACTOR shall complete a 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

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may or may not have been used. Emergencies require a BER form be completed and submitted to the CAHELP JPA and LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify parent within twenty-four (24) hours via telephone. If the LEA student's IEP does not contain a BIP or Positive Behavioral Intervention Plan (PBIP), 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. If the LEA 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. CONTRACTOR shall schedule with the LEA an IEP meeting within two (2) days.

Pursuant to California Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (5) restrictive interventions which 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 as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (7) any intervention that precludes adequate supervision of individual; and (8) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Education Code sections 56521.1 and 56521.2. 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 student, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the LEA student's parent/guardian and CAHELP JPA 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 seclusion of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

32. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for LEA student discipline that is consistent with State and Federal law and regulations.

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When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and CAHELP JPA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

33. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the LEA student into the general 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 LEA student from the special education program into the general education program. Each LEA 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 the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR, or the LEA may request a review of the LEA 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 the parent(s), the CONTRACTOR, and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols), written assessment reports and translations of such written assessment reports, when required, created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to CAHELP JPA/LEA policy and procedures. It is understood that attendance at the 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 Web IEP System for all IEP planning and progress reporting. The CAHELP JPA/LEA shall provide training for any nonpublic school/agency to assure access to Web IEP. The nonpublic school/agency shall maintain confidentiality of all IEP data on the Web IEP System and shall protect the

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password requirements of the system. When a LEA student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of the Web IEP System for that LEA student.

Changes in any LEA 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 LEA student's IEP. In the event that the CONTRACTOR believes the LEA student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of considering a change in the student's placement. LEA 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 the LEA or OAH consistent with section 1415(k)(1)(7) of Title 20 of the United States Code.

If no parent or guardian can attend the IEP team meeting, the CONTRACTOR with support of the LEA, shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, the CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter. There must be documentation of parent consent to the IEP obtained via telephone or by written signature before payment can be made for the services rendered.

34. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with all LEA surrogate parent assignments.

A student 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 student in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to California Education Code section 51225.1.

35. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the CAHELP JPA/LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for 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 CAHELP JPA/LEA representatives to provide complete answers raised by any investigator and/or the immediate

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provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular LEA student's IEP/Individual and Family Service Plan (ISP/IFSP).

36. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA 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 policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment policies pursuant to California Education Code section 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to 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 (HIPPA). CONTRACTOR shall include verification of these procedures to the CAHELP JPA.

37. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) within ten (10) days of the LEA's request.

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/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans, or behavioral intervention plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also 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 LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and Federal laws and regulations and pursuant to CAHELP JPA policies, procedures, and/or practices. 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 LEA within five (5) business days of request.

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CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and the 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. CONTRACTOR understands and accepts that CONTRACTOR is also responsible for the costs of translation for all written assessment reports when requested by the parent and when required.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For nonpublic agency 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 LEA student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, and/or any assessments and translations of such written assessment reports when requested and when required, interviews, 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 LEA student's record and shall be made available to the LEA upon written request.

38. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer for LEA students in grades 9 through 12 inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA 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 LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

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If an LEA student is enrolled in the nonpublic school without the LEA's knowledge, the CONTRACTOR shall notify the LEA within twenty-four (24) hours. Failure to notify the LEA within twenty-four (24) hours may result in a delay or forfeiture of reimbursement to the CONTRACTOR.

40. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when a LEA student is withdrawn without prior notice from school and/or services, including LEA student's change of residence to a residence outside of LEA service boundaries, and LEA student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC").

41. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters.

CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

CONTRACTOR, if operating a program with a residential component, 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. 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.

CONTRACTOR providing services in the LEA student's home as specified in the IEP shall assure 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 an emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in LEA student's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

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42. **LICENSED CHILDREN’S INSTITUTION CONTRACTORS (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS**

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9(c)(1), Health and Safety Code section 1501.1(b), (AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003)), AB 1261 (2005, AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 704 (2015), and the procedures set forth in the CAHELP JPA/LEA Procedures. An LCI shall not require that a LEA student be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), Title 20 of the United States Code section 1412(a)(1)(A) and California Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Title 20 of the United States Code section 1401(29); California Education Code section 56031; Title 5 of the California Code of Regulations section 3001 et seq., California Code of Regulations, Title 2 section 60100 et seq., regarding the provision of counseling services, including residential care for LEA students to receive a FAPE as set forth in the LEA student’s IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified 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 LEA student’s IEP at the time of enrollment.

Unless placement is made pursuant to an OAH order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement 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 LEA 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 to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

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43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the CAHELP JPA/LEA access to its facilities for the purpose of periodic monitoring each LEA student's instructional program and shall be invited to participate in the formal review of each LEA student's progress. CAHELP JPA/LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, CAHELP JPA/LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each LEA student's progress.

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

The State Superintendent of Public Instruction ("Superintendent") 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 CAHELP JPA/LEA and 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 nonpublic school, 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.

CONTRACTOR understands that the CAHELP JPA/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 a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

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PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2 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 all of 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 who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the CAHELP JPA that none of its employees, volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or subcontractors who will have or likely may have any direct contact with LEA 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). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1, as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California State teaching credential or who are currently licensed by another State agency that requires a criminal record summary, from submitting two sets of fingerprints for the purpose of obtaining a criminal record summary from the CDOJ and FBI. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the CAHELP JPA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. 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 services as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California

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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(y), 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 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 (Title 5 of the California Code of Regulations section 3064 (a)). Documentation (e.g., a letter) must exist in the employee's personnel file if the teacher does not have the appropriate certification or authorization to teach a LEA student with specific disability indicating this is not a misassignment but rather an IEP team determination of FAPE. The teachers shall also be authorized to teach English language learners as needed.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development.

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 students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA 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 LEA student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify CAHELP JPA/LEA and CDE in writing within thirty (30) calendar days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

CONTRACTOR shall notify the CAHELP JPA/LEA within thirty (30) calendar 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 CAHELP JPA/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 CAHELP JPA/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 CAHELP JPA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for his/her child. The 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 an authorized LEA representative.

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49. 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 nonpublic school or nonpublic agency 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. It is neither required nor desirable that an employee of the LEA or CONTRACTOR, related service provider, student, or parent be subjected to abusive language or behavior. All parties under this Master Contract shall promote mutual respect, civility, and orderly conduct when carrying out the provisions of this Agreement.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policy 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, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

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 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.

HEALTH AND SAFETY MANDATES

50. 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., 49406; and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA 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.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA 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 nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable Federal, State, and local laws, regulations, and ordinances. Failure to notify the CAHELP JPA/LEA 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 CAHELP JPA.

CONTRACTOR shall have a disaster plan, if applicable, with written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to, an earthquake, bomb threat, medical emergencies, and/or power outage.

CONTRACTOR shall maintain and keep available for inspection by the CAHELP JPA/LEA 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 within seven (7) days to the CAHELP JPA/LEA any violations of items found out of compliance by the fire marshal during inspection of the premises and accompanying buildings. The CONTRACTOR is required to have an operational fire warning system that complies with all required State and Federal laws. Additionally, the CONTRACTOR must also have an occupancy capacity sign clearly posted in all rooms as required in California Health and Safety Code and/or by the fire marshal.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the LEA student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall

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maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA 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 assuring appropriate staff training in the administration of such medication consistent with LEA student's physician's written orders. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within twenty-four (24) hours by fax, electronically, and/or U.S. mail, any accident or incident report to the LEA and CAHELP JPA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under CONTRACTOR's supervision, the need for mental health service; injuries requiring medical attention; and injuries resulting from physical restraint, LEA student has injured another individual, or has been involved 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 CAHELP JPA/LEA. All Ed Codes 48900 and 48915 incidences must be submitted monthly by the 5th day of the following month to LEA and CAHELP JPA.

54. 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 California 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 LEA.

55. 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 annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to requirements for reporting missing children as specified in

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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 LEA.

CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

FINANCIAL

57. 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 children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all CAHELP/LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the CAHELP JPA procedures, and will be 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, behavioral 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 CAHELP JPA/LEA during the effective period of this Master 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 the CAHELP JPA 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 CAHELP JPA form with signatures in the manner prescribed by CAHELP JPA in the CAHELP JPA procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of

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staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each LEA 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 Master Contract. At the discretion of the CAHELP JPA, 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 thirty (30) days after the end of the attendance accounting period in which the services were rendered. CAHELP JPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of CAHELP JPA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the CAHELP JPA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by CAHELP JPA. CAHELP JPA shall pay properly submitted rebilling invoices no later than forty-five (45) days after the date a completed corrected rebilling invoice is received by the CAHELP JPA.

In no case, shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case, shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the CAHELP JPA to resolve billing issues including rebilling 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 rebilling error is the responsibility of the CAHELP JPA, then no limit is set provided that the CAHELP JPA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. CAHELP JPA will not pay mileage for NPA employee unless authorized through an ISA.

58. RIGHT TO WITHHOLD PAYMENT

The CAHELP JPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when LEA student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by CAHELP JPA as determined by inspection,

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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 California Education Code section 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a LEA student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with 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 LEA 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 CAHELP JPA until completion of a review or audit, if deemed necessary by the CAHELP JPA. Such review or audit shall 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 the CAHELP JPA 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 entire amount 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 LEA student for the time period from the date of the violation occurred and until the violation is cured; or (f) if the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the CAHELP JPA determines that cause exists to withhold payment to CONTRACTOR, CAHELP JPA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that CAHELP JPA is withholding payment. Such notice shall specify the basis or bases for the CAHELP JPA'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 the CAHELP JPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the CAHELP JPA 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 the CAHELP JPA specifying the reason it believes payment should not be withheld. The CAHELP JPA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that

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a warrant for the amount of payment will be made or stating the reason the CAHELP JPA believes payment should not be made. If the CAHELP JPA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the CAHELP JPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

1. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.
2. After sixty (60) business days: Disagreements between the CAHELP JPA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the CAHELP JPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the CAHELP JPA 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 LEA students.

60. 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 the LEA documentation of substitute coverage pursuant to the CAHELP JPA/LEA procedures. Substitute teachers shall remain with their assigned class during all instructional time. The CAHELP JPA/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 seven (7) of this agreement and as determined by LEA) substitute. The CAHELP JPA/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 LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. The CAHELP JPA/LEA shall not pay for services provided on days that a LEA student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under State law. *Per Diem* rates for LEA 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 LEA student was served. The CAHELP JPA/LEA shall not be responsible for payment of related services for days on which a LEA student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under State law, nor shall LEA 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 seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The CAHELP JPA/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 the CAHELP JPA/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 LEA student no later than the fifth consecutive service day of the LEA student's absence, as specified in the CAHELP JPA/LEA procedures. The CAHELP JPA/LEA shall not be responsible for the payment of services when LEA student is absent.

STUDENT ABSENCE WITHOUT OFFICIAL LEAVE (AWOL)

CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The CAHELP JPA/LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422;

- a. If CONTRACTOR remains open 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 – 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 school closure. If the LEA is unable to obtain an alternate placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. 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 school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR 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.

62. INSPECTION AND AUDIT

The CONTRACTOR shall maintain, and the CAHELP JPA/LEA 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 Agreement.

CONTRACTOR shall provide the CAHELP JPA/LEA access 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing

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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 the CAHELP JPA/LEA. CONTRACTOR shall make available to the CAHELP JPA/LEA all budgetary information including operating budgets submitted by CONTRACTOR to the CAHELP JPA/LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the CAHELP JPA/LEA) at all reasonable times and without charge. All records shall be provided to the CAHELP JPA/LEA within five (5) working days of a written request from the CAHELP JPA/LEA. CONTRACTOR shall, at no cost to the CAHELP JPA/LEA, provide assistance for such examination or audit. The CAHELP JPA/LEA'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 CAHELP JPA/LEA, unless the CAHELP JPA/LEA 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 the CAHELP JPA/LEA upon request by the CAHELP JPA/LEA.

If an inspection, review, or audit by the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the CAHELP JPA/LEA 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, the CAHELP JPA/LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the CAHELP JPA/LEA otherwise agree in writing, CONTRACTOR shall pay to the CAHELP JPA/LEA the full amount owed as 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 the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the CAHELP JPA/LEA within thirty (30) days of receipt of the CAHELP JPA/LEA's written notice demanding payment.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the 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 LEA 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 noted 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

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educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (“NPS/RTC”), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavioral support through individual counseling, group counseling, and family consultation and support, as appropriate. It is a collaborative model, which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. ERMHS costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of ten (10) days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

64. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- a. 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. Has/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.

EXHIBIT A

See attached Rate Schedule.

EXHIBIT B

See attached Member LEA list.

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General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR NAME:

Nonpublic School/Agency

Signed by (NPS/A):

Name/Title of Authorized Representative

Date signed: _____

Signed by (CAHELP JPA/LEA):

Jenae S. Holtz, CEO, CAHELP JPA

Date signed: _____

**CAHELP JPA/LEA:
California Association of Health & Education
Linked Professions**

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Services Provider

Address

Contact Phone/Fax Numbers

Email Address

Notices to CAHELP JPA/LEA shall be addressed to:

Jenae Holtz, CEO, CAHELP JPA

Name

2019-2020 MASTER CONTRACT

General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

**Notices to CAHELP JPA/LEA shall be addressed to:
California Association of Health & Education
Linked Professions**

Authorized Representative

17800 Highway 18, Apple Valley, CA 92307

Address

(760) 955-3555, (760) 242-5363 fax

Contact Phone/Fax Numbers

jenae.holtz@cahelp.org

Email Address

Notices to CAHELP JPA/LEA shall be addressed to:

Peggy Dunn, Program Manager

Name

**California Association of Health & Education
Linked Professions**

Authorized Representative

17800 Highway 18, Apple Valley, CA 92307

Address

(760) 955-3588, (760) 242-5363 fax

Contact Phone/Fax Numbers

Peggy.dunn@cahelp.org

Email Address

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EXHIBIT A: 2019-2020 RATES

CONTRACTOR: _____ CONTRACT: NO: _____ YEAR: 2019-20
 (Nonpublic School or Agency)

Per CDE Certification, total enrollment may not exceed: _____ (If blank, the number shall be determined by CDE Certification)

Rate Schedule: This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed: _____
 Total LEA enrollment may not exceed: _____

	RATE	PERIOD
A. <u>BASIC EDUCATION PROGRAM/SPECIAL EDUCATION INSTRUCTION</u>		
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

B. <u>RELATED SERVICES</u>		
a. Transportation - Round Trip	_____	_____
b. Transportation - One Way	_____	_____
c. Transportation - Dual Enrollment	_____	_____
d. Public Transportation	_____	_____
e. Parent Travel* (Approved family therapy visit) <i>Cost should reflect "ACTUAL"</i>	_____	_____
f. Transportation - Secure/Escort Services for RTC purposes <i>Cost should reflect "ACTUAL"</i>	_____	_____
Transportation - Therapeutic Home Visits for RTC purposes <i>Cost should reflect "ACTUAL"</i>	_____	_____
g. _____	_____	_____
a. Educational Counseling - Individual	_____	_____
b. Educational Counseling - Group of	_____	_____
c. Counseling - Parent	_____	_____
a. Adapted Physical Education - Individual	_____	_____
b. Adapted Physical Education - Group of	_____	_____
c. Adapted Physical Education - Group of	_____	_____
a. Language and Speech Therapy - Individual	_____	_____
b. Language and Speech Therapy - Group of 2	_____	_____
c. Language and Speech Therapy - Group of 3	_____	_____
d. Language and Speech Therapy - Per Diem	_____	_____
e. Language and Speech Therapy - Consultation Rate	_____	_____
a. Additional Instructional Assistant - Individual (must be authorized on IEP)	_____	_____
b. Additional Instructional Assistant - Group of 2	_____	_____
c. Additional Instructional Assistant - Group of 3	_____	_____
a. Intensive Special Education Instruction **	_____	_____
a. Occupational Therapy - Individual	_____	_____
b. Occupational Therapy - Group of 2	_____	_____
c. Occupational Therapy - Group of 3	_____	_____

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d. Occupational Therapy - Group of 4-7

Progress Reporting Requirements:

- a. Quarterly
- b. Monthly
- c. Other: (specify)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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EXHIBIT B: List of Participating Local Educational Agencies (LEAs) Desert/Mountain SELPA and Desert/Mountain Charter SELPA

PARTICIPATING LEAs in the Desert/Mountain SELPA:

- Academy for Academic Excellence Charter School
- Adelanto Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Excelsior Charter School
- Excelsior Corona-Norco Charter
- Health Sciences High and Middle College Charter School
- Helendale Elementary School District
- Hesperia Unified School District
- High Tech Elementary Point Loma
- High Tech Explorer Elementary School
- High Tech High Media Arts
- High Tech High
- High Tech High International
- High Tech High Middle Media Arts
- High Tech High Middle School
- High Tech High Learning Statewide Benefit Charter School

Sites:

- High Tech High Chula Vista High School
 - High Tech High Chula Vista Elementary
 - High Tech High Chula Vista Middle
 - High Tech High North County High School
 - High Tech High Middle North County
 - High Tech High Elementary North County
-
- Lucerne Valley Unified School District
 - Needles Unified School District
 - Norton Space and Aeronautics Academy Charter School
 - Oro Grande Elementary School District
 - San Bernardino County Superintendent of Schools
 - Silver Valley Unified School District
 - Snowline Joint Unified School District
 - Trona Joint Unified School District
 - Victor Elementary School District
 - Victor Valley Union High School District

2018-2019 MASTER CONTRACT
EXHIBIT B: List of Participating Local Educational Agencies (LEAs)
Desert/Mountain SELPA and Desert/Mountain Charter SELPA

PARTICIPATING LEAs to the Desert/Mountain Charter SELPA:

- Allegiance STEAM Academy- Thrive
- Aveson Global Leadership Academy
- Aveson School of Leaders
- Ballington Academy for the Arts and Sciences
- Desert Trails Preparatory Academy
- Encore High School, Riverside
- Encore Junior/Senior High School
- Julia Lee Performing Arts Academy
- LaVerne Elementary Preparatory Academy
- Leonardo da Vinci Health Sciences Charter School
- Odyssey Charter School
- Odyssey Charter School- South
- Pasadena Rosebud Academy Charter School
- Pathways to College
- Taylion High Desert Academy



Revised Desert/Mountain SELPA Policies & Procedures

Section	Proposed Revision(s)	Rev. Date
<p>Chapter 5: Supports and Services</p>	<p>Updated Appendix J: Audiology to include the changes to LEA referrals for initial and annual audiology assessments to be effective for the 2019/2020 school year, to include Desert/Mountain Operations Student Services (DMOPS) as having an active role in the review and coordination of audiology referrals to the D/M SELPA contracted provider from member LEAs.</p> <p><i>34 C.F.R. § 300.34(a); 5 C.C.R. § 3051.2; Education Code § § 56361.2 and 56363(a); 22 C.C.R. 72425</i></p>	<p>6/14/19</p>
<p>Chapter 13: Low Incidence Funding</p>	<p>The chapter was updated to include the new procedure-starting with the 2019/2020 school year-for LEAs to request Low Incidence Equipment for students whose primary or secondary disability is Deaf/Hard of Hearing (DHH) to include Desert/Mountain Operations Student Services (DMOPS) as having an active role in the review/approval of Low Incidence Equipment requests for DHH equipment/FM systems.</p> <p>Update Appendix A: Assistive Technology Assessment for point-of-contact changes for referrals, and update Appendix B: Teacher Responsibilities for process clarification.</p> <p><i>Education Code. § § 56026.5, 56836.22(a), and 59201; 5 C.C.R. § 3051.16</i></p>	<p>6/14/19</p>



Chapter 5: Supports and Services

SECTION A: LEAST RESTRICTIVE ENVIRONMENT – A CONTINUUM OF SERVICES AND PLACEMENT OPTIONS

SECTION B: RELATED SERVICES

SECTION C: SERVICE ANIMALS

SECTION D: ASSISTIVE TECHNOLOGY

APPENDIX A: GUIDELINE STATEMENT – LEAST RESTRICTIVE ENVIRONMENT (LRE)

APPENDIX B: DETERMINING THE NEED FOR SPECIAL CIRCUMSTANCE INSTRUCTIONAL ASSISTANCE (SCIA)

APPENDIX C: TRANSPORTATION GUIDELINES

APPENDIX D: CARS+ GUIDANCE FOR RSP TEACHERS

APPENDIX E: MEMORANDUM BY FAGEN FRIEDMAN & FULFROST: TRAINING AND CONTROL OF SERVICE ANIMALS ON SCHOOL PROPERTY

APPENDIX F: WAIVER AND RELEASE OF LIABILITY: PERMISSION TO BRING GUIDE DOGS, SIGNAL DOGS, AND SERVICE DOGS ON SCHOOL PROPERTY OR TO SCHOOL-SPONSORED PROGRAMS OR ACTIVITIES

APPENDIX G: EXTENDED SCHOOL YEAR (ESY) GUIDELINES

APPENDIX H: SELPA REFERRAL PROCEDURES

APPENDIX I: DOCUMENTING ASSISTIVE TECHNOLOGY (AT) IN THE IEP

APPENDIX J: AUDIOLOGY

Introduction

It is the philosophy of the Desert/Mountain Special Education Local Plan Area (SELPA) that all individual students with exceptional needs be provided a Free Appropriate Public Education

APPENDIX J: Audiology

Section A: Eligibility for Audiological Services and Federal/State Requirements

Section B: Location and Types of Services

Section C: Source for Referrals for SELPA/DMOPS Audiological Services

Section D: Assessment

Section E: Classroom Amplification System

Section F: Low Incidence Disabilities Considerations

Section G: Individualized Education Program (IEP) Determination: Documenting Audiological Services in the IEP

Appendix A: Initial Request for Audiological Evaluation (D/M 108)

Appendix B: Annual Request for Audiological Evaluation (D/M 108A)

Appendix C: Classroom Amplification Equipment (D/M 108B)

Appendix D: Audiology Processes

Introduction

Hearing is important for all children. Unidentified or unmanaged hearing loss affects a child's ability to learn language and to achieve academically. Audiological services should be designed to assess the specific needs of a child as early as possible. It is the goal of the Desert/Mountain Special Education Local Plan Area (SELPA) and Desert/Mountain Operations (DMOPS) to provide children with audiological assessments and services to allow a child to work in the least restrictive environment (LRE). The audiological program is currently a collaboration between the SELPA, DMOPS Deaf and Hard of Hearing (DHH) staff and Pacific Hearing Services, a SELPA contractor.

This guide is intended to provide participating Local Education Agencies (LEAs) in the SELPA with information regarding audiological assessments, services and equipment, and the federal and state requirements to provide audiological services.

Section A – Eligibility for Audiological Services and Federal/State Requirements

Under the Individuals with Disabilities Education Act (IDEA) and state law, children with disabilities are entitled to a free appropriate public education (FAPE). FAPE is defined as special

education and related services that are designed to meet the unique needs of a child with a disability in a program that provides educational benefit to him/her. Such services must be available to the child at no charge, must meet state educational standards, and must conform to the child's Individualized Education Program (IEP). Audiological services are a related service that must be provided when such services and supports are necessary for a child to benefit from his/her education.

Audiological services are provided to all children birth to 21 years of age with hearing levels from the normal range to profound hearing loss. These services are provided by a person holding a valid credential to provide clinical or rehabilitative services in audiology pursuant to ***Title 5 of the California Code of Regulations § 3051.2.***

California Education Code § 56363(a). As used in this part, the term “designated instruction and services” means “related services” as that term is defined in Section 1401(26) of Title 20 of the United States Code and Section 300.34 of Title 34 of the Code of Federal Regulations. The term “related services” means transportation, and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation, and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist an individual with exceptional needs to benefit from special education, and includes the early identification and assessment of disabling conditions in children.

Title 34 of the Code of Federal Regulations § 300.34(a). Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.

The same regulations define some of these services as follows:

Audiology includes:

- (a) Identification of children with hearing loss;
- (b) Determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing;

- (c) Provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation;
- (d) Creation and administration of programs for prevention of hearing loss;
- (e) Counseling and guidance of children, parents, and teachers regarding hearing loss; and,
- (f) Determination of children's needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.

Services include:

- Hearing screening program for pre-school and school-aged children
- Hearing evaluations (including tympanometry)
- Otoacoustic Emissions assessments
- Hearing aid evaluations (no dispensing)
- Auditory processing evaluations
 - Children referred for an auditory processing evaluation should have normal hearing levels
 - Children should have normal intelligence
 - Children should be at least 6.0 years of age
- Fitting and assessment of FM listening devices
- Ear mold impressions (for FM use only)
- Medical, educational and community referrals
- Management and calibration of audiometric equipment

California Education Code § 56361.2. All special education and related services for any individual with exceptional needs who is younger than three years of age shall be provided pursuant to Chapter 4.4 (commencing with Section 56425).

Title 22 of the California Code of Regulations § 72425. Speech Pathology and/or Audiology Service Unit-Policies and Procedures.

- (a) Each speech pathology and/or audiology service unit shall have written policies and procedures for the management of the speech pathology and/or audiology service.

Children who have failed two or more LEA hearing threshold screenings, have a suspected hearing loss, or are experiencing academic or behavioral difficulties due to suspected hearing loss are eligible for an audiological assessment.

Children who have an identified hearing loss are also eligible for audiological services and routine assessment.

Section B – Location and Types of Services

Audiological services are provided at school sites located regionally throughout the SELPA and DMOPS region.

A mobile audiology van is available on a twice-yearly basis at a school site in each of the regional areas. Dates for these visits are scheduled early each school year. The LEA of residence is responsible for the transportation of children and any auditory equipment to these regional sites. Additionally, LEAs are responsible for completing the appropriate paperwork needed to make referrals for services.

In the case of children who need services at a time other than the regularly scheduled visit to that regional area, services will be coordinated at the SELPA/DMOPS and arrangements made for that child to be served at his/her school site or at a nearby LEA.

Arrangements for services to children who require wheelchair access to the mobile audiology van or for children who have severely limited cognitive abilities will be made on an individual basis between the LEA and DMOPS.

Types of services available through the current Audiological Program consist of the following:

A. Students:

- Assessment of hearing levels including pure tone air and bone conduction testing, speech reception thresholds, impedance testing, and otoscopic inspection;
- Twice-yearly visitations by the audiologist to check hearing classroom amplification systems and hearing aids;
- Annual written reports and audiograms following one of the twice-yearly visitations;
- Annual maintenance service of classroom amplification equipment; and,
- Routine repair/troubleshooting of classroom amplification equipment.

B. Parents:

- Attend the assessment appointment;
- Receive a copy of the audiological report;
- Opportunity to attend parent education groups where programs offered focus on audiological topics; and

- Assistance in understanding the special needs of the hearing-impaired child.

C. Staff:

- Training in following appropriate procedures to access audiological services;
- Training regarding hearing loss and educational implications;
- Training regarding the usage of hearing aids/auditory trainer monitoring kits;
- Consultation and recommendation regarding appropriate classroom amplification systems;
- Vending of classroom amplification equipment;
- Training regarding the use of classroom amplification equipment; and,
- Consultation regarding accommodations.

Hearing Support Services

The regulations implementing the IDEA 2004 include a provision regarding the proper functioning of hearing aids. This requirement states that “Each public agency shall ensure that the hearing aids worn in school by children with hearing impairments, including deafness, are functioning properly.” (*Title 34 of the Code of Federal Regulations § 300.10.5(b)*)

Hearing support services providers are certified DMOPS teachers of the Deaf and Hard of hearing (DHH). They provide instruction and support for children with hearing loss in developing speech, reading, developing auditory language and self-advocacy skills, as well as academic support in an inclusive educational program.

**Section C – Source of Referrals for SELPA
Audiological Services**

LEAs are responsible for implementing a hearing-screening program in their respective LEA. If a child fails two or more screenings, the LEA nurse, speech-language pathologist, psychologist, classroom teacher, parent, or administrator may initiate a request for audiological services. A discussion must first be held to inform the parent of the concern and proposal to refer for audiological assessment.

California Education Code § 49452. Sights and hearing test. The governing board of any school district shall, subject to Section 49451, provide for the testing of the sight and hearing of each pupil enrolled in the schools of the district. The test shall be adequate in nature and shall be given only by duly qualified supervisors of health employed by the district; or by certificated employees of the district or of the county superintendent of schools who possess the qualifications prescribed by the

Commission for Teacher Preparation and Licensing; or by contract with an agency duly authorized to perform those services by the county superintendent of schools of the county in which the district is located, under guidelines established by the State Board of Education; or accredited schools or colleges of optometry, osteopathic medicine, or medicine. The records of the tests shall serve as evidence of the need of the pupils for the educational facilities provided physically handicapped individuals. The equipment necessary to conduct the tests may be purchased or rented by governing boards of school districts. The state, any agency, or political subdivision thereof may sell or rent any such equipment owned by it to the governing board of any school district upon terms as may be mutually agreeable.

Title 5 of the California Code of Regulations § 3027. Hearing and Vision Screening. All pupils being assessed for initial and three-year review for special education services shall have had a hearing and vision screening, unless parental permission was denied.

For children who have never accessed the SELPA/DMOPS audiological services previously, SELPA form D/M 108, is to be utilized for the initial request. For subsequent requests, SELPA form D/M 108A should be completed. The LEA special education administrator should sign both forms and send directly to DMOPS.

For initial referrals, an Assessment Plan (D/M 66), Release of Information (D/M 63), IEP (if there is one), and previous audiogram and report or nurse's screening form should be attached to SELPA form D/M 108 and sent directly to DMOPS.

For annual referrals, an Assessment Plan (D/M 66) should be attached to SELPA form D/M 108A with any physician or audiological reports that have been completed privately, and sent directly to DMOPS.

Referrals and all attachments should be sent to the DMOPS office to the attention of the DMOPS Area Director for Audiological Services.

Section D – Assessment

An audiological evaluation is a series of diagnostic procedures used to determine the type, degree, and configuration of hearing loss. The evaluation consists of a thorough audiological work up. The audiologist uses an otoscope to look in the child's ears to check for excessive wax, infection, tubes, and the occasional "odd thing" a child has put in his/her ear. A pure tone-hearing test using both air and bone conduction is done in conjunction with a specific test to determine how well the child can differentiate speech sounds in a quiet environment. To test for middle ear functioning, impedance audiometry is also used. The goal of the evaluation is to develop a treatment plan that is unique to the child's needs to improve his/her communication skills and enable the child to access his/her educational program.

State law requires that the evaluation of a child, including the evaluation of a child with a suspected low incidence disability, be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines pursuant to *Education Code § 56136*.

The evaluation process is initiated by completing all required forms for the referral for audiological services, whether initial or annual. If the forms are complete and the referral appears to be appropriate, DMOPS will add that child to the LEA's list of students to be evaluated on a predetermined date. These dates are included on the Audiological Services Calendar, which is distributed annually in the Fall.

LEA coordinator is responsible for providing transportation or arranging for parents to transport children to the testing location. If children are brought to the test site as a group, the LEA coordinator should provide a waiting room and be present to supervise the children while they are waiting for their turn to be evaluated. If a child utilizes classroom amplification, that equipment should be taken to the test site for servicing.

Once the evaluation is completed, an evaluation report is sent to DMOPS and then copies are sent to the LEA director of special education. Copies of the report are then distributed from the LEA special education office to LEA personnel and parents. Reports may contain recommendations for future assessments, classroom amplification equipment, and possible medical intervention. An IEP meeting should be held to discuss the results of the audiological evaluation and the recommendations in the report.

California Education Code § 56327(h). The personnel who assesses the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following:

The need for specialized services, materials and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to Education Code § 56136.

If ongoing audiological follow-up is recommended, CALPADS Code 720 should be included on an IEP service line on SELPA form D/M 68H. If it is decided that classroom amplification is needed, a request for a proposal of specific equipment should be made to DMOPS. If a hearing loss has been found, the child should have the disability code of Deaf (030) or Hard of Hearing (020) checked on the IEP front page (D/M 68A) under the title of disability as well as a check next to Low Incidence Disability. If the hearing loss is NOT the primary disability, it may be listed as the secondary disability. If recommended and agreed upon by the IEP team, classroom amplification should also be listed under Assistive Technology on the IEP on SELPA form D/M 68E and Supplementary Aids and Supports (also D/M 68E).

If a child will be getting amplification equipment for the first time, a goal(s) should be included in the IEP for using the equipment as well as any care and operation training that is needed as a support.

If a child has his/her own hearing aids, the audiologist will check to see if those hearing aids are working properly. If the child is using a classroom amplification system, the system will be checked for its effectiveness.

Section E – Classroom Amplification Equipment

After the IEP team has determined that equipment is needed, and if parents are supportive and the child agrees to wear the equipment, the LEA coordinator should be contacted and a proposal requested. A proposal for the equipment with the specific make and model numbers, pricing and ordering information will be provided.

Once a proposal is received, the LEA may complete form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form and forward it to DMOPS for approval by the DMOPS Area Director.

When approved by the DMOPS Area Director, the equipment will be ordered by the SELPA Business Department. When the equipment arrives, the LEA staff and the student will be taught how to use it and advised to contact the LEA coordinator, the audiologist, or the DHH teacher for additional batteries or equipment concerns.

The audiologist or DHH teacher fits the child with an FM system and sponsors troubleshooting training so that site personnel can learn how to take care of minor equipment problems. A Systems Fitting Report will be sent to the LEA by DMOPS. LEA speech-language pathologists, teachers, and nurses are frequently the personnel who attend the troubleshooting training, but any staff member or parent who wants to learn how to troubleshoot may attend.

- Designated LEA personnel and the child need to perform daily equipment charging and listening checks;
- For equipment purchased with low incidence funds or loaner equipment, report FM system problems to DMOPS as soon as possible, so that arrangements can be made for repair or replacement;
- Repairs for equipment purchased with LIE funds should be arranged by the LEA;
- Hearing aid problems should be reported to parents who will need to consult with their private audiologist for repairs. The private audiologist should also be seen for regular hearing tests and device checks (hearing aids/cochlear implants); and,
- Any changes in the hearing aid or cochlear implant need to be reported to the LEA coordinator so that appropriate adjustments can be made.

Equipment will be monitored/checked twice yearly during the LEA audiological assessment days. LEA personnel may also contact the LEA coordinator if there are equipment needs during the course of the school year.

The LEA coordinator, audiologist, or DHH teacher picks up low incidence equipment or loaner FM systems at the end of the child's school year and prepares the equipment for servicing. The

LEA coordinator, audiologist, or DHH teacher also delivers the low incidence equipment or loaner FM system at the beginning of the new school year and provides in-service training for the new IEP team if needed.

It is important to note that equipment purchased with low incidence funds remains the property of the SELPA. Please report any unused equipment to the LEA coordinator who will notify DMOPS so that it can be used for other eligible children within the SELPA/DMOPS region.

Section F – Low Incidence Disabilities Considerations

Children with low incidence disabilities, such as deafness, require highly specialized services, equipment, and materials. Group special education services for severely disabled preschool children, including deaf children, must not exceed an instructional adult-to-adult ratio of one to five.

California Education Code § 56026.5. “Low incidence disability” means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. For purposes of this definition, vision impairments do not include disabilities within the function of vision specified in Section 56338.

State law requires that the assessment of a child, including the assessment of a child with a suspected low incidence disability must be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials and equipment consistent with guidelines pursuant to *Education Code § 56136*.

California Education Code § 56327(h). The personnel who assess the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following:

The need of specialized services, materials and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to California Education Code § 56136.

California Education Code § 56136 requires that the Superintendent of Public Instruction to “develop guidelines for each low incidence disability area, and provide technical assistance to parents, teachers, and administrators regarding the implementation of the guidelines. The guidelines shall clarify the identification, assessment, planning of, and the provision of specialized services to pupils with low incidence disabilities.

California Education Code § 44265.5 outlines credential requirements for specialized teachers serving students with low incidence disabilities:

- (1) Pupils who are visually impaired, as defined in California Education Code § 56350, shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*
- (2) Pupils who are deaf or hard of hearing shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*
- (3) Pupils who are orthopedically disabled shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*

California Education Code § 56363(b)(16) states the Designated Instruction Services (DIS) “may include but not be limited to:

Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services.

These services are further defined in California Code of Regulations, Title 5, § 3051.16: Specialized Services for low incidence disabilities may include:

(b) Specialized services related to the unique needs of pupils with low incidence disabilities provided by qualified individuals such as interpreters, note takers, readers, transcribers, and other individuals who provide specialized materials and equipment.

Through a special state low incidence fund, the SELPA is provided limited funds each year for specialized equipment for eligible low incidence children. The funds are provided based on the low incidence pupil count on December 1 each year. Children whose primary or secondary disability is Hard of Hearing, Deaf, Deaf/Blind, Visually Impaired, or Orthopedic Impaired may be eligible for low incidence equipment and services and utilize low incidence funding. Please see Chapter 13 - Low Incidence Funding for additional information.

Funds may be used for all children with the low incidence disabilities as defined in law, for both primary and secondary eligibilities. For example, a child is deaf and developmentally delayed would still be eligible to receive services funded by low incidence funds even if the child was reported as developmentally delayed or multi-handicapped.

A low incidence disability does not guarantee the access of low incidence funds. The IEP team reviews assessment data and determines the most appropriate items or services needed to address the child’s unique educational needs. These may, or may not, be “specialized” items, which if found in most classrooms, would not be “specialized” and eligible for payment through low incidence funds.

Student Transfer and Equipment

- A. Student moves into the SELPA: When a child moves into the LEA with low incidence equipment already purchased for the child in their last placement, it is the responsibility of the LEA of residence to secure and document that the equipment will be transferred. If equipment is sent with the child, an inventory form should be completed and sent to the SELPA so it can be put into the low incidence equipment (LIE) database.
- B. Student moves out of SELPA: Per the California Department of Education (CDE) Frequently Asked Questions (FAQs) about LIE Funds: “if the books, materials, and equipment are still needed by other students with low incidence disabilities in a SELPA, there is no requirement to send it with the student who moved. Providing these resources is the responsibility of the SELPA where the student now resides. If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to make arrangements with other SELPAs to share the unused equipment, books and materials. The CDE may be contacted for assistance in locating another SELPA that has need of the unused equipment, books or materials.”
- C. Student graduates from high school: A high school student with an IEP who has a low incidence disability cannot use the specialized equipment purchased for him/her by his SELPA using low incidence funds in college. To do so would be a gift of public funds which is a violation of law. Pursuant to *Education Code § 56822*, “Books, materials and equipment purchased with low incidence funds remain the property of the state. When the student graduates from high school or ages out at age 22, he/she is no longer eligible to receive special education services from the LEA. If the student needs similar equipment upon graduating or aging out, he/she should contact the Department of Rehabilitation.”

Please refer to Chapter 13 – Low Incidence Funding for additional information.

Section G – IEP Determination; Documenting Audiological Services in the IEP

Audiological evaluation and services are based on the child’s educational assessment. The IEP team determines eligibility and the child’s educational needs for low incidence services and any equipment through an educational assessment and written report. The individual who assesses the child is responsible for preparing a written report, or reports as appropriate, of the results of each assessment completed. The report shall include, but not be limited to the need for specialized services, materials, and equipment for children with low incidence disabilities.

If the IEP team determines that the child qualifies for low incidence equipment, the LEA must designate a low incidence disability, as either the primary or secondary disability in order to generate LIE funds for the purchase of materials, equipment, or resources for the child.

If the IEP team determines that the child does not qualify for audiological services and equipment and the team still wants to offer audiological equipment, the team must document that the LEA’s general funds are to be used to purchase any audiological equipment for the child. In some cases,

loaner FM amplification may be available and appropriate for longer-term use. If not, a recommendation for purchase can be made by the audiologist.

There may be situations where older children with an IEP, consistent use of hearing aid, or implant and FM amplification experience, are performing well and need accommodations only. In these cases, continuation of current FM equipment and limited audiology services may be appropriate.

The IEP team should document in the IEP the following:

- How the materials, equipment, or resources will assist the child's instruction in supporting the implementation of the IEP goals and services;
- How often the materials, equipment, or resources will be used or is needed;
- How the materials, equipment, or resources facilitates participation in the classroom;
- A justification statement that is related to the child's unique educational needs as identified in the assessment information;
- Areas of need, baselines and goals that are based on current data;
- A list of supplementary aids and supports needed to implement the goals and services;
- Identification of personnel who will provide support to child and will monitor and inventory adapted equipment and FM system; and,
- Identification of any training that may be needed to use any of the materials, equipment, or resources.

FM systems use should be discussed as part of the annual IEP review. Input from the audiologist or DHH teacher may be requested. Please make a request for the audiologist well in advance of meeting date. If the IEP team has concerns about student benefit or compliance with the use of the FM system, a DHH teacher should be consulted.

Recommended IEP Language for Deaf and Hard of Hearing for Audiological

Indicate annual audiological assessment in both the services and assessment area. This requires an Assessment Plan/Prior Written Notice. If audiological equipment needs regular fitting or adjusting, write a goal and indicate this as a direct service on the service page (D/M 68H), with details in the IEP meeting notes (D/M 68J). If only consultation (with parent, teacher, related service provider, and/or physician) is to be provided, indicate this under supplemental aids and supports (D/M 68E), including frequency, duration, and location.

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Initial Request for Audiological Services

Request for: Evaluation Equipment Recommendation and Fitting (must have an audiogram dated w/in one year)

Student Name: _____ Date of Birth: _____ Age: _____ Grade: _____
 LEA of Attendance: _____ School Site: _____ Teacher: _____
 Special Education and Related Service(s): _____
 Parent/Guardian: _____
 Home Phone: _____ Work Phone: _____ Email Address: _____

I. REFERRAL DETAILS

The student has a known hearing loss.
 The student transferred with an IEP that included audiological services (Please attach IEP from previous LEA).
 The student transferred with an IEP that included an FM System (Please attach IEP from previous LEA).
 The student has failed a LEA hearing screening and staff would like to confirm the hearing loss.

II. MEDICAL HISTORY

DIRECTIONS: The following information must be obtained via an interview with the parent (see Section A and B).
 Interview Conducted By: _____ in person by phone on (date): _____
 Contact phone: _____ Email Address: _____

Section A: Prenatal and Birth History

Course of Pregnancy (Check all areas that apply):

<input type="checkbox"/> Accidents	<input type="checkbox"/> Drug Medication	<input type="checkbox"/> Infections	<input type="checkbox"/> Unusual Weight Gain or Loss
<input type="checkbox"/> Alcohol Use	<input type="checkbox"/> Edema (swelling)	<input type="checkbox"/> Nausea/Vomiting	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Bleeding	<input type="checkbox"/> Emotional Disturbance	<input type="checkbox"/> Tobacco Use	
<input type="checkbox"/> Diabetes	<input type="checkbox"/> High Blood Pressure	<input type="checkbox"/> Toxemia	

Birth/Delivery (Check all areas that apply):

Anesthesia/Medications During Labor/Delivery C-Section Delivery Breech Presentation Vaginal Delivery

Newborn Condition at Birth (Check all areas that apply):

<input type="checkbox"/> Blue Baby	<input type="checkbox"/> Failed Newborn Hearing Screening (NBHS)	<input type="checkbox"/> Feeding Problem	<input type="checkbox"/> Sucking Problem
<input type="checkbox"/> Breathing Problem	<input type="checkbox"/> Discharged with Mother	<input type="checkbox"/> ICU Care After Delivery No. of Days: _____	
<input type="checkbox"/> Cord Around the Neck	<input type="checkbox"/> Did Not Follow-up After Failed NBHS	<input type="checkbox"/> Jaundice	

Section B: Additional Information Required (Parent Interview)

- Has your child ever had any ear infections? Yes No. If yes, how many? _____ When? _____
 What was the treatment? _____
- Has your child ever had high fevers? Yes No. If yes, how high was the temperature? _____ How many? _____
 At what age(s)? _____ What was the treatment? _____
- Was your child born with a cleft palate and/or lip? Yes No. If yes, was it repaired? Yes No
 When? _____ Are additional surgeries planned? Yes No
- Has your child ever had ear surgery to have tube(s) inserted? Yes No
 If yes, at what age(s)? _____ How many times? _____ Which ear? Left Right
- Has your child had any other ear surgeries? Yes No. If yes, please explain: _____
- Has your child ever put anything in his/her ear such as a bead, bean, small toy or pencil? Yes No
 Did your child see a doctor for removal? Yes No

Audiology Manual – Appendix A: Form D/M 108, Page 2


Initial Request for Audiological Services	
Student Name:	Date of Birth:
7.	Has your child ever had a head injury or suffered loss of consciousness? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, at what age? <input type="text"/> What was the treatment? <input type="text"/>
8.	Has your child ever been in a car accident where he/she sustained injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? <input type="text"/>
9.	Has your child ever put a Q-tip in his/her ear and complained of ear pain or bleeding? <input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Has your child ever been diagnosed with encephalitis or meningitis? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, at what age? <input type="text"/> Did a hearing loss occur at the time? <input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Does your child's outer ear look typical? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe below. <input type="text"/>
12.	Does your child have frequent colds, allergies, sinus problems, asthma, or other illnesses? <input type="checkbox"/> Yes <input type="checkbox"/> No When? <input type="text"/> Treatment: <input type="text"/>
13.	When watching TV or listening to music, does your child like the volume up louder than typical? <input type="checkbox"/> Yes <input type="checkbox"/> No
14.	When called from another room or outside, does your child realize he/she is being called? <input type="checkbox"/> Yes <input type="checkbox"/> No
15.	How difficult is it for your child to hear and understand telephone conversations? <input type="text"/>
16.	When riding in the back seat of the car with your child, how easy is it for him/her to hear and understand what you say? <input type="text"/>
17.	Are there family members who have been diagnosed with hearing loss? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who and at what age did the hearing loss occur? <input type="text"/>
18.	Has your child ever been exposed to very loud noises such as a firecracker or gunshot at a close range? <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Has your child previously been diagnosed with a hearing loss? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? <input type="text"/>
20.	Have hearing aids been prescribed for your child? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when were they received? <input type="text"/>
21.	How often does your child utilize his/her hearing aids? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never Make/Model: <input type="text"/>
22.	Does your child have a cochlear implant? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which ear? <input type="text"/> When were they implanted? <input type="text"/> How often does your child see their audiologist for mapping? <input type="text"/>
23.	Do you have a local doctor who provides treatment for ear issues? <input type="checkbox"/> Yes <input type="checkbox"/> No Physician: <input type="text"/> Address: <input type="text"/> Contact Phone: <input type="text"/> Do we have permission to contact this physician? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has your child ever utilized an FM System? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the make/model? <input type="checkbox"/> Speaker <input type="checkbox"/> Worn on ear <input type="checkbox"/> Worn around neck <input type="checkbox"/> Connected to aids

Audiology Manual – Appendix A: Form D/M 108, Page 2

Initial Request for Audiological Services	
Student Name: _____	Date of Birth: _____
III. HEARING/AMPLIFICATION EQUIPMENT	
HEARING AIDS This student currently has personal hearing aids. <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe below:	
Make: _____	Model: _____ <input type="checkbox"/> Unilateral <input type="checkbox"/> Bilateral <input type="checkbox"/> In the Ear <input type="checkbox"/> Behind the Ear
How often does the student wear his/her hearing aids? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	
The child has/had hearing aids but the equipment is <input type="checkbox"/> Lost <input type="checkbox"/> Broken <input type="checkbox"/> Per parent, in the process of getting hearing aids	
FM SYSTEM Did the student utilize an FM System at his/her previous school? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe.	
Make/Model: _____	
How often does the student use the FM system? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	
Does the student have a personal FM System that he/she and parent are willing to utilize at school? <input type="checkbox"/> Yes <input type="checkbox"/> No	
COCHLEAR IMPLANT Does the student have a cochlear implant? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe below.	
Make/Model: _____	Which ear? <input type="checkbox"/> Left <input type="checkbox"/> Right
IV. ACADEMIC HISTORY	
The student: <input type="checkbox"/> functions at or above grade level academically	
<input type="checkbox"/> struggles with the following subject areas: _____	
<input type="checkbox"/> has some social skills difficulties. Please explain: _____	
<input type="checkbox"/> has behavioral difficulties. Please explain: _____	
Please attach a copy of the student's most recent report card or progress report.	
V. REFERRAL DOCUMENTS REQUIRED	
<input type="checkbox"/> Signed Assessment Plan (D/M 66)	
<input type="checkbox"/> Signed Authorization for Use and/or Disclosure of Information (D/M 63)	
<input type="checkbox"/> Current Individualized Education Program (IEP)	
<input type="checkbox"/> Evidence of failed LEA screening (Actual screening form is preferred)	
<input type="checkbox"/> Previous Audiogram (If hearing loss previously identified)	
<input type="checkbox"/> Most Recent Audiological Evaluation Report (If hearing loss previously identified)	
VI. ADDITIONAL INFORMATION	
Please note any other information that will assist in making an accurate diagnosis and assist the IEP team in determining educational impact of a hearing loss.	

Referred By: _____	Title: _____ Contact Phone: _____
DETERMINATION OF NEED	
The need for an audiological evaluation or audiological services has been determined and services are requested as summarized above.	
Director of Special Education Signature: _____	Date: _____

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Annual Request for Audiological Evaluation/Services
 (Use this form if the student has been previously evaluated by the SELPA audiologist)

STUDENT INFORMATION

The following student has been previously referred and evaluated by the Desert/Mountain SELPA contract audiologist.

Student Name: [] Date of Birth: [] Age: [] Grade: []

LEA of Attendance: [] School Site: []

Special Education Service(s): []

Parent/Guardian: []

Home Phone: [] Work Phone: [] Email Address: []

ANNUAL REFERRAL INFORMATION

1. The student has followed upon on the recommendation(s) from the most recent D/M SELPA audiological report (contact the parent to find out)

List Recommendation(s)	Follow-up
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

2. The student has had the following during the past school year.

Ear infection(s): []

Colds, allergies, etc.: []

Other illnesses (please describe): []

3. Did the student consult a physician regarding the above mentioned illnesses? Yes No

Results: []

4. The student uses his/her personal hearing aids Daily Occasionally Never

5. Does the student have an FM System? Yes No How often utilized? Daily Occasionally Never

The FM System is working fine broken. Please describe the problem.

[]

[]

6. Academically, the student is struggling in these subject areas: []

The student is meeting grade level expectations working above grade level


7. Behaviorally, the student has no behavioral issues does not pay attention in class

does not follow school rules has the following behavioral challenges: []

8. The student is currently dealing with the following issues: []

[]

[]

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Classroom Amplification Equipment				
STUDENT INFORMATION				
Student Name: []	Date of Birth: []	Age: []	Grade: []	
LEA of Attendance: []	School Site: []	Teacher: []		
Special Education and Related Service(s): []				
Parent/Guardian: []				
Home Phone: []	Work Phone: []	Other Phone: []		
BACKGROUND: HEARING EQUIPMENT, SERVICES				
Description of the hearing device/amplification equipment assigned to the student:				
Make	Model	Description / Tag Number	Serial Number	Cost
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
[]	[]	[]	[]	\$ []
PARENT CONSENT/ACKNOWLEDGMENT				
I understand this classroom amplification equipment belongs to the Desert/Mountain Special Education Local Plan Area (SELPA) and is to be used solely in the school setting. I acknowledge the delicate nature of the equipment and agree to utilize reasonable measures to properly store and safeguard the equipment when it is not in use by my child. I understand and acknowledge that I may be held financially responsible for replacement costs if the equipment is misused or removed from the school site by my child.				
Parent Signature: []	Date: []			
Student Signature: []	Date: []			
Teacher Signature: []	Date: []			

Annual Calendar

ACTIVITY	RESPONSIBLE
Coordinate with Pacific Hearing calendars for the annual service calendar.	SELPA PHS
Type the calendar in the SELPA format, adding due dates for paperwork to be turned in (Need to allow a minimum of one week for processing paperwork and to account for late comers).	SELPA
Distribute the calendar to the following: <ul style="list-style-type: none"> • LEA Directors • LEA Support Staff for Directors • County Area Directors • Support Staff for County Area Director • LEA “Coordinators” (person who helps at the LEA level; that person holds a different position in each LEA – it could be a LEA level support person, an SLP, a nurse, even a director) • All Desert/Mountain SLPs • County DHH classroom teachers and itinerants 	SELPA

Reminder to LEAs

ACTIVITY	RESPONSIBLE
Send an email reminder three weeks prior to the LEA coordinator stating their date is approaching and when the paperwork due date is.	DMOPS
Provide the LEA with a copy of the follow-up log from the previous Assessment Day and possibly the one before that with students to be seen highlighted.	DMOPS
Include the calendar in the August Steering Committee packet and mention it under the information items. Remind LEAs to be timely in their submission of paperwork.	DMOPS
Email the LEA coordinator if you don’t have all the paperwork by the due date.	DMOPS

Referrals

ACTIVITY	RESPONSIBLE
Receive referral and enter data into the audiology database.	DMOPS

ACTIVITY	RESPONSIBLE
<p>DMOPS informs PHS of referrals that have been received indicating Review each referral and check to see if the paperwork is complete.</p> <ul style="list-style-type: none"> • Initials require forms D/M 108, D/M 66, and D/M 63. <ul style="list-style-type: none"> ➤ Two failed hearing screenings or an audiogram, grades, and a current IEP (if the student is already identified as meeting the criteria as a student with disabilities.) • Annuals require forms D/M 108A, D/M 66, and D/M 63 (for current school year). • If the paperwork is not complete, send back to the LEA electronically and request completion. 	<p>DMOPS DMOPS</p>
<p>Send paperwork electronically to Pacific Hearing Services and make a copy of the documents for the DMOPS student's electronic file.</p> <p>Based on the types of referrals the LEA provides (initials/annuals), will develop the start and end time for the assessment day.</p>	<p>DMOPS</p> <p>PHS</p>
<p>LEA coordinator handles the schedule of student assessment times and sends to DMOPS (initial referrals are scheduled for 30 minutes; annuals are scheduled for 20 minutes), and any transportation issues.</p>	<p>LEA DMOPS</p>
<p>A minimum of two days prior to the Assessment Day:</p> <ul style="list-style-type: none"> • Provide Pacific Hearing Services with a follow-up log that includes the list of students to be seen, types of appointments, school of attendance, appointment times, and what will be done during the appointment. Ensure all paperwork is sent electronically to Pacific Hearing Services. 	<p>DMOPS</p>

Assessment Day

ACTIVITY	RESPONSIBLE
<p>LEA coordinator to remind children to bring their equipment to the assessment. LEA coordinator or designee to be present the entire day to assist escorting students to the audiology van.</p>	<p>LEA</p>
<p>Complete the follow-up log, document any immediate needs, what will be done at the next appointment, and when the next appointment should take place. Send follow-up log to DMOPS.</p>	<p>PHS DMOPS</p>
<p>Send follow-up log electronically to DMOPS who will file log in the electronic record for Audiology Services. DMOPS will indicate what will be done next time for distribution.</p>	<p>PHS DMOPS</p>
<p>DMOPS will send the LEA a copy of highlighted follow-up log.</p>	<p>DMOPS</p>

Reports

ACTIVITY	RESPONSIBLE
Completes reports and sends to DMOPS.	PHS
Electronically send cover letters with PHS reports to LEA directors, cc: LEA director secretaries and LEA coordinator.	DMOPS
Upload a copy of the cover letter in the student's electronic file.	DMOPS

Assessment Follow-up / IEP Meeting

ACTIVITY	RESPONSIBLE
<p>LEA receives PHS reports and schedules IEP meetings to review reports and take any recommendations into consideration. The appointed SLP for the student will review the audiogram with the IEP team.</p> <ul style="list-style-type: none"> When there is a LEA/charter without an SLP or an SLP with limited time or expertise, a request to the Area Director and support staff needs to be made for a DHH Itinerant teacher to participate in the IEP meeting to assist in the interpretation of the audiology report. DHH Itinerant teacher to email Area Director and support staff of requests that do not come from the Area Director. <p>If the IEP team agrees the student benefits from an FM system, the LEA coordinator/SLP makes the request to DMOPS who requests an equipment quote from Pacific Hearing Services.</p> <p>DMOPS or the LEA coordinator receives quote, completes Low Incidence Equipment (LIE) form, and submits for approval from DMOPS Area Director. When generated from the LEA, the LIE form will be sent back to DMOPS who will keep a copy and send to the SELPA business department to order and pay for the equipment.</p>	<p>LEA DHH Area Director</p> <p>LEA DMOPS PHS PHS DMOPS SELPA</p>

Training Opportunities

ACTIVITY	RESPONSIBLE
Proper Equipment Use and Troubleshooting	PHS DHH
Audiology Assessments and How to Interpret Parent Support/Training (as needed)	PHS DHH SELPA

Inventory and Tracking of Equipment

ACTIVITY	RESPONSIBLE
<p>New Equipment</p> <ul style="list-style-type: none"> • SELPA coordinator sends purchase order for equipment and provides tags to Pacific Hearing Services. • PHS delivers equipment to student. • PHS sends assigned delivery receipt to SELPA business department. Receipt includes student name, site, make, model, serial numbers, and tag numbers. • SELPA business department enters equipment in database with LIE numbers, serial numbers, and tag numbers. 	<p>SELPA PHS</p>
<p>Returned Equipment</p> <ul style="list-style-type: none"> • Equipment returned to DMOPS with student name and site. • DMOPS reports returned items to PHS to confirm all components assigned are returned. • PHS informs DMOPS if all components are accounted for or what components are missing. • DMOPS notifies SELPA business department of returned and/or missing equipment. • SELPA business department updates database. • SELPA business department updates database with new student and site information. 	<p>PHS DMOPS SELPA</p>
<p>Lost and Repaired Equipment</p> <ul style="list-style-type: none"> • PHS is notified of lost equipment. • PHS reassigns equipment in inventory or orders replacement equipment. • PHS sends assigned delivery receipt to SELPA business department. Receipt includes student name, site, make, model, replacement serial numbers, and tag numbers. • SELPA business department updates database with serial number as needed • For repaired equipment, PHS notifies SELPA business department of new serial number to update database. 	<p>PHS DMOPS SELPA</p>

ACTIVITY	RESPONSIBLE
<p>End of School Year</p> <ul style="list-style-type: none"> • PHS generates and sends list of students assigned equipment by LEA and site to DMOPS. • DMOPS distributes list to LEA coordinator. • LEA coordinator distributes information to site contact. • Site contact inventories equipment. <ul style="list-style-type: none"> ➤ If the student stays at the school site, secure equipment and note location on inventory log. ➤ If the student is remaining in the LEA but is changing sites, equipment is returned to the LEA coordinator to secure and location is noted on the inventory log. ➤ If the student is changing LEAs or leaving the Desert/Mountain SELPA region, equipment is returned to LEA coordinator, noted on the equipment log, and returned to DMOPS. ➤ LEA coordinator sends copy of completed inventory log to DMOPS. ➤ DMOPS shares log with PHS for any needed follow-up 	<p>PHS DMOPS LEA</p>
<p>Beginning of School Year</p> <ul style="list-style-type: none"> • DMOPS updates inventory log and distributes to PHS and LEA coordinator. <ul style="list-style-type: none"> ➤ If student stays at the school site, LEA coordinator arranges transfer and in-service of equipment. ➤ If student is remaining in the LEA but is changing sites, LEA coordinator arranges transfer and in-service of equipment. ➤ If student is changing LEAs, DMOPS will contact LEA coordinator to arrange transfer and in-service of equipment. 	<p>DMOPS LEA PHS</p>
<p>File Inventory</p> <p>All student files are maintained through an electronic student file system.</p> <ul style="list-style-type: none"> • DMOPS emails LEA coordinators a list of students who were not seen in the past year, moved, etc. • DMOPS double checks CALPADS against audiology roster. 	<p>DMOPS</p>



Chapter 5: Supports and Services

SECTION A: LEAST RESTRICTIVE ENVIRONMENT – A CONTINUUM OF SERVICES AND PLACEMENT OPTIONS

SECTION B: RELATED SERVICES

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SECTION D: ASSISTIVE TECHNOLOGY

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APPENDIX J: AUDIOLOGY

Introduction

It is the philosophy of the Desert/Mountain Special Education Local Plan Area (SELPA) that all individual students with exceptional needs be provided a Free Appropriate Public Education

APPENDIX J: Audiology

Section A: Eligibility for Audiological Services and Federal/State Requirements

Section B: Location and Types of Services

Section C: Source for Referrals for SELPA/DMOPS Audiological Services

Section D: Assessment

Section E: Classroom Amplification System

Section F: Low Incidence Disabilities Considerations

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Appendix A: Initial Request for Audiological Evaluation (D/M 108)

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Appendix C: Classroom Amplification Equipment (D/M 108B)

Appendix D: Audiology Processes

Introduction

Hearing is important for all children. Unidentified or unmanaged hearing loss affects a child's ability to learn language and to achieve academically. Audiological services should be designed to assess the specific needs of a child as early as possible. It is the goal of the Desert/Mountain Special Education Local Plan Area (SELPA) and **Desert/Mountain Operations (DMOPS)** to provide children with audiological assessments and services to allow a child to work in the least restrictive environment (LRE). The audiological program is currently a collaboration between the SELPA, ~~Desert/Mountain Operations~~ DMOPS Deaf and Hard of Hearing (DHH) staff and Pacific Hearing Services, a SELPA contractor.

This guide is intended to provide participating Local Education Agencies (LEAs) in the SELPA with information regarding audiological assessments, services and equipment, and the federal and state requirements to provide audiological services.

Section A – Eligibility for Audiological Services and Federal/State Requirements

Under the Individuals with Disabilities Education Act (IDEA) and state law, children with disabilities are entitled to a free appropriate public education (FAPE). FAPE is defined as special

education and related services that are designed to meet the unique needs of a child with a disability in a program that provides educational benefit to him/her. Such services must be available to the child at no charge, must meet state educational standards, and must conform to the child's Individualized Education Program (IEP). Audiological services are a related service that must be provided when such services and supports are necessary for a child to benefit from his/her education.

Audiological services are provided to all children birth to 21 years of age with hearing levels from the normal range to profound hearing loss. These services are provided by a person holding a valid credential to provide clinical or rehabilitative services in audiology pursuant to ***Title 5 of the California Code of Regulations § 3051.2.***

California Education Code § 56363(a). As used in this part, the term “designated instruction and services” means “related services” as that term is defined in Section 1401(26) of Title 20 of the United States Code and Section 300.34 of Title 34 of the Code of Federal Regulations. The term “related services” means transportation, and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation, and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist an individual with exceptional needs to benefit from special education, and includes the early identification and assessment of disabling conditions in children.

Title 34 of the Code of Federal Regulations § 300.34(a). Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.

The same regulations define some of these services as follows:

Audiology includes:

- (a) Identification of children with hearing loss;
- (b) Determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing;

- (c) Provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation;
- (d) Creation and administration of programs for prevention of hearing loss;
- (e) Counseling and guidance of children, parents, and teachers regarding hearing loss; and,
- (f) Determination of children's needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.

Services include:

- Hearing screening program for pre-school and school-aged children
- Hearing evaluations (including tympanometry)
- Otoacoustic Emissions assessments
- Hearing aid evaluations (no dispensing)
- Auditory processing evaluations
 - Children referred for an auditory processing evaluation should have normal hearing levels
 - Children should have normal intelligence
 - Children should be at least 6.0 years of age
- Fitting and assessment of FM listening devices
- Ear mold impressions (for FM use only)
- Medical, educational and community referrals
- Management and calibration of audiometric equipment

California Education Code § 56361.2. All special education and related services for any individual with exceptional needs who is younger than three years of age shall be provided pursuant to Chapter 4.4 (commencing with Section 56425).

Title 22 of the California Code of Regulations § 72425. Speech Pathology and/or Audiology Service Unit-Policies and Procedures.

- (a) Each speech pathology and/or audiology service unit shall have written policies and procedures for the management of the speech pathology and/or audiology service.

Children who have failed two or more LEA hearing threshold screenings, have a suspected hearing loss, or are experiencing academic or behavioral difficulties due to suspected hearing loss are eligible for an audiological assessment.

Children who have an identified hearing loss are also eligible for audiological services and routine assessment.

Section B – Location and Types of Services

Audiological services are provided at school sites located regionally throughout the SELPA and DMOPS region.

A mobile audiology van is available on a twice-yearly basis at a school site in each of the regional areas. Dates for these visits are scheduled early each school year. The LEA of residence is responsible for the transportation of children and any auditory equipment to these regional sites. Additionally, LEAs are responsible for completing the appropriate paperwork needed to make referrals for services.

In the case of children who need services at a time other than the regularly scheduled visit to that regional area, services will be coordinated at the SELPA/DMOPS and arrangements made for that child to be served at his/her school site or at a nearby LEA.

Arrangements for services to children who require wheelchair access to the mobile audiology van or for children who have severely limited cognitive abilities will be made on an individual basis between the LEA and DMOPS.

Types of services available through the current Audiological Program consist of the following:

A. Students:

- Assessment of hearing levels including pure tone air and bone conduction testing, speech reception thresholds, impedance testing, and otoscopic inspection;
- Twice-yearly visitations by the audiologist to check hearing classroom amplification systems and hearing aids;
- Annual written reports and audiograms following one of the twice-yearly visitations;
- Annual maintenance service of classroom amplification equipment; and,
- Routine repair/troubleshooting of classroom amplification equipment.

B. Parents:

- Attend the assessment appointment;
- Receive a copy of the audiological report;
- Opportunity to attend parent education groups where programs offered focus on audiological topics; and

- Assistance in understanding the special needs of the hearing-impaired child.

C. Staff:

- Training in following appropriate procedures to access audiological services;
- Training regarding hearing loss and educational implications;
- Training regarding the usage of hearing aids/auditory trainer monitoring kits;
- Consultation and recommendation regarding appropriate classroom amplification systems;
- Vending of classroom amplification equipment;
- Training regarding the use of classroom amplification equipment; and,
- Consultation regarding accommodations.

Hearing Support Services

The regulations implementing the IDEA 2004 include a provision regarding the proper functioning of hearing aids. This requirement states that “Each public agency shall ensure that the hearing aids worn in school by children with hearing impairments, including deafness, are functioning properly.” (*Title 34 of the Code of Federal Regulations § 300.10.5(b)*)

Hearing support services providers are certified **DMOPS** teachers of the Deaf and Hard of hearing (DHH). They provide instruction and support for children with hearing loss in developing speech, reading, developing auditory language and self-advocacy skills, as well as academic support in an inclusive educational program.

**Section C – Source of Referrals for SELPA
Audiological Services**

LEAs are responsible for implementing a hearing-screening program in their respective LEA. If a child fails two or more screenings, the LEA nurse, speech-language pathologist, psychologist, classroom teacher, parent, or administrator may initiate a request for audiological services. A discussion must first be held to inform the parent of the concern and proposal to refer for audiological assessment.

California Education Code § 49452. Sights and hearing test. The governing board of any school district shall, subject to Section 49451, provide for the testing of the sight and hearing of each pupil enrolled in the schools of the district. The test shall be adequate in nature and shall be given only by duly qualified supervisors of health employed by the district; or by certificated employees of the district or of the county superintendent of schools who possess the qualifications prescribed by the

Commission for Teacher Preparation and Licensing; or by contract with an agency duly authorized to perform those services by the county superintendent of schools of the county in which the district is located, under guidelines established by the State Board of Education; or accredited schools or colleges of optometry, osteopathic medicine, or medicine. The records of the tests shall serve as evidence of the need of the pupils for the educational facilities provided physically handicapped individuals. The equipment necessary to conduct the tests may be purchased or rented by governing boards of school districts. The state, any agency, or political subdivision thereof may sell or rent any such equipment owned by it to the governing board of any school district upon terms as may be mutually agreeable.

Title 5 of the California Code of Regulations § 3027. Hearing and Vision Screening. All pupils being assessed for initial and three-year review for special education services shall have had a hearing and vision screening, unless parental permission was denied.

For children who have never accessed the SELPA²s/DMOPS audiological services previously, SELPA form D/M 108, is to be utilized for the initial request. For subsequent requests, SELPA form D/M 108A should be completed. The LEA special education administrator should sign ~~both forms~~ form D/M 108 and send directly to DMOPS.

For initial referrals, an Assessment Plan (D/M 66), Release of Information (D/M 63), IEP (if there is one), and previous audiogram and report or nurse's screening form should be attached to SELPA form D/M 108 and sent directly to DMOPS.

For annual referrals, an Assessment Plan (D/M 66) should be attached to SELPA form D/M 108A ~~and with~~ any physician or audiological reports that have been completed privately, and sent directly to DMOPS.

Referrals and all attachments should be sent to the SELPA DMOPS office to the attention of the ~~SELPA coordinator~~ DMOPS Area Director for Audiological Services.

Section D – Assessment

An audiological evaluation is a series of diagnostic procedures used to determine the type, degree, and configuration of hearing loss. The evaluation consists of a thorough audiological work up. The audiologist uses an otoscope to look in the child's ears to check for excessive wax, infection, tubes, and the occasional "odd thing" a child has put in his/her ear. A pure tone-hearing test using both air and bone conduction is done in conjunction with a specific test to determine how well the child can differentiate speech sounds in a quiet environment. To test for middle ear functioning, impedance audiometry is also used. The goal of the evaluation is to develop a treatment plan that is unique to the child's needs to improve his/her communication skills and enable the child to access his/her educational program.

State law requires that the evaluation of a child, including the evaluation of a child with a suspected low incidence disability, be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines pursuant to *Education Code § 56136*.

The evaluation process is initiated by completing all required forms for the referral for audiological services, whether initial or annual. If the forms are complete and the referral appears to be appropriate, ~~the SELPA coordinator~~ DMOPS will add that child to the LEA's list of students to be evaluated on a predetermined date. These dates are included on the Audiological Services Calendar, which is distributed annually in the Fall.

LEA coordinator is responsible for providing transportation or arranging for parents to transport children to the testing location. If children are brought to the test site as a group, the LEA coordinator should provide a waiting room and be present to supervise the children while they are waiting for their turn to be evaluated. If a child utilizes classroom amplification, that equipment should be taken to the test site for servicing.

Once the evaluation is completed, an evaluation report is sent to ~~the SELPA~~ DMOPS and then copies are sent to the LEA director of special education. Copies of the report are then distributed from the LEA special education office to LEA personnel and parents. Reports may contain recommendations for future assessments, classroom amplification equipment, and possible medical intervention. An IEP meeting should be held to discuss the results of the audiological evaluation and the recommendations in the report.

California Education Code § 56327(h). The personnel who assesses the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following:

The need for specialized services, materials and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to Education Code § 56136.

If ongoing audiological follow-up is recommended, ~~CASEMIS CALPADS~~ Code 720 (~~will change to a CALPADS code during the 18/19 school year~~) should be included on an IEP service line on SELPA form D/M 68H. If it is decided that classroom amplification is needed, a request for a proposal of specific equipment should be made to ~~the SELPA~~ DMOPS. If a hearing loss has been found, the child should have the disability code of Deaf (030) or Hard of Hearing (020) checked on the IEP front page (D/M 68A) under the title of disability as well as a check next to Low Incidence Disability. If the hearing loss is NOT the primary disability, it may be listed as the secondary disability. If recommended and agreed upon by the IEP team, classroom amplification should also be listed under Assistive Technology on the IEP on SELPA form D/M 68E and Supplementary Aids and Supports (also D/M 68E).

If a child will be getting amplification equipment for the first time, a goal(s) should be included in the IEP for using the equipment as well as any care and operation training that is needed as a support.

If a child has his/her own hearing aids, the audiologist will check to see if those hearing aids are working properly. If the child is using a classroom amplification system, the system ~~is~~ will be checked for its effectiveness.

Section E – Classroom Amplification Equipment

After the IEP team has determined that equipment is needed, and if parents are supportive and the child agrees to wear the equipment, the LEA coordinator should be contacted and a proposal requested. A proposal for the equipment with ~~the~~ specific make and model numbers, pricing and ordering information will be provided.

Once a proposal is received, the LEA may complete form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form and forward it to ~~the SELPA DMOPS~~ for approval by the ~~SELPA Administrator~~ DMOPS Area Director.

When approved by the SELPA DMOPS Area Director, the ~~SELPA coordinator will order the equipment~~ equipment will be ordered by the SELPA Business Department. When the equipment arrives, the LEA staff and the student will be taught how to use it and advised to contact the LEA coordinator, the audiologist, or the DHH teacher for additional batteries or equipment concerns.

The audiologist or DHH teacher fits the child with an FM system and sponsors troubleshooting training so that site personnel can learn how to take care of minor equipment problems. A Systems Fitting Report will be sent to the LEA by ~~the SELPA coordinator~~ DMOPS. LEA speech-language pathologists, teachers, and nurses are frequently the personnel who attend the troubleshooting training, but any staff member or parent who wants to learn how to troubleshoot may attend.

- Designated LEA personnel and the child need to perform daily equipment charging and listening checks;
- For equipment purchased with low incidence funds or loaner equipment, report FM system problems to ~~the SELPA coordinator~~ DMOPS as soon as possible, so that arrangements can be made for repair or replacement;
- Repairs for equipment purchased with LIE funds should be arranged by the LEA;
- Hearing aid problems should be reported to parents who will need to consult with their private audiologist for repairs. The private audiologist should also be seen for regular hearing tests and device checks (hearing aids/cochlear implants); and,
- Any changes in the hearing aid or cochlear implant need to be reported to the LEA coordinator so that appropriate adjustments can be made.

Equipment will be monitored/checked twice yearly during the LEA audiological assessment days. LEA personnel may also contact the LEA coordinator if there are equipment needs during the course of the school year.

The LEA coordinator, audiologist, or DHH teacher picks up low incidence equipment or loaner FM systems at the end of the child's school year and prepares the equipment for servicing. The

LEA coordinator, audiologist, or DHH teacher also delivers the low incidence equipment or loaner FM system at the beginning of the new school year and provides in-service training for the new IEP team if needed.

It is important to note that equipment purchased with low incidence funds remains the property of the SELPA. Please report any unused equipment to the LEA coordinator who will notify ~~the SELPA coordinator~~ DMOPS so that it can be used for other eligible children within the SELPA/DMOPS region.

Section F – Low Incidence Disabilities Considerations

Children with low incidence disabilities, such as deafness, require highly specialized services, equipment, and materials. Group special education services for severely disabled preschool children, including deaf children, must not exceed an instructional adult-to-adult ratio of one to five.

California Education Code § 56026.5. “Low incidence disability” means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. For purposes of this definition, vision impairments do not include disabilities within the function of vision specified in Section 56338.

State law requires that the assessment of a child, including the assessment of a child with a suspected low incidence disability must be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials and equipment consistent with guidelines pursuant to *Education Code § 56136*.

California Education Code § 56327(h). The personnel who assess the pupil shall prepare a written report, or reports, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following:

The need of specialized services, materials and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to California Education Code § 56136.

California Education Code § 56136 requires that the Superintendent of Public Instruction to “develop guidelines for each low incidence disability area, and provide technical assistance to parents, teachers, and administrators regarding the implementation of the guidelines. The guidelines shall clarify the identification, assessment, planning of, and the provision of specialized services to pupils with low incidence disabilities.

California Education Code § 44265.5 outlines credential requirements for specialized teachers serving students with low incidence disabilities:

- (1) Pupils who are visually impaired, as defined in California Education Code § 56350, shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*
- (2) Pupils who are deaf or hard of hearing shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*
- (3) Pupils who are orthopedically disabled shall be taught by teachers whose professional preparation and credential authorization are specific to that disabling condition.*

California Education Code § 56363(b)(16) states the Designated Instruction Services (DIS) “may include but not be limited to:

Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services.

These services are further defined in California Code of Regulations, Title 5, § 3051.16: Specialized Services for low incidence disabilities may include:

(b) Specialized services related to the unique needs of pupils with low incidence disabilities provided by qualified individuals such as interpreters, note takers, readers, transcribers, and other individuals who provide specialized materials and equipment.

Through a special state low incidence fund, the SELPA is provided limited funds each year for specialized equipment for eligible low incidence children. The funds are provided based on the low incidence pupil count on December 1 each year. Children whose primary or secondary disability is Hard of Hearing, Deaf, Deaf/Blind, Visually Impaired, or Orthopedic Impaired may be eligible for low incidence equipment and services and utilize low incidence funding. Please see Chapter 13 - Low Incidence Funding for additional information.

Funds may be used for all children with the low incidence disabilities as defined in law, for both primary and secondary eligibilities. For example, a child is deaf and developmentally delayed would still be eligible to receive services funded by low incidence funds even if the child was reported as developmentally delayed or multi-handicapped.

A low incidence disability does not guarantee the access of low incidence funds. The IEP team reviews assessment data and determines the most appropriate items or services needed to address the child’s unique educational needs. These may, or may not, be “specialized” items, which if found in most classrooms, would not be “specialized” and eligible for payment through low incidence funds.

Student Transfer and Equipment

- A. Student moves into the SELPA: When a child moves into the LEA with low incidence equipment already purchased for the child in their last placement, it is the responsibility of the LEA of residence to secure and document that the equipment **will** be transferred. If equipment is sent with the child, an inventory form should be completed and sent to the SELPA so it can be put into the low incidence equipment (LIE) database.
- B. Student moves out of SELPA: Per the California Department of Education (CDE) Frequently Asked Questions (FAQs) about LIE Funds: “if the books, materials, and equipment are still needed by other students with low incidence disabilities in a SELPA, there is no requirement to send it with the student who moved. Providing these resources is the responsibility of the SELPA where the student now resides. If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to make arrangements with other SELPAs to share the unused equipment, books and materials. The CDE may be contacted for assistance in locating another SELPA that has need of the unused equipment, books or materials.”
- C. Student graduates from high school: A high school student with an IEP who has a low incidence disability cannot use the specialized equipment purchased for him/**her** by his SELPA using low incidence funds in college. To do so would be a gift of public funds which is a violation of law. Pursuant to ***Education Code § 56822***, “Books, materials and equipment purchased with low incidence funds remain the property of the state. When the student graduates from high school or ages out at age 22, he/**she** is no longer eligible to receive special education services from the LEA. If the student needs similar equipment upon graduating or aging out, he/she should contact the Department of Rehabilitation.”

Please refer to Chapter 13 – Low Incidence Funding for additional information.

Section G – IEP Determination; Documenting Audiological Services in the IEP

Audiological evaluation and services are based on the child’s educational assessment. The IEP team determines eligibility and the child’s educational needs for low incidence services and any equipment through an educational assessment and written report. The individual who assesses the child is responsible for preparing a written report, or reports as appropriate, of the results of each assessment completed. The report shall include, but not be limited to the need for specialized services, materials, and equipment for children with low incidence disabilities.

If the IEP team determines that the child qualifies for low incidence equipment, the LEA must designate a low incidence disability, as either the primary or secondary disability in order to generate LIE funds for the purchase of materials, equipment, or resources for the child.

If the IEP team determines that the child does not qualify for audiological services and equipment and the team still wants to offer audiological equipment, the team must document that the LEA’s general funds are to be used to purchase any audiological equipment for the child. In some cases,

loaner FM amplification may be available and appropriate for longer-term use. If not, a recommendation for purchase can be made by the audiologist.

There may be situations where older children with an IEP, consistent use of hearing aid, or implant and FM amplification experience, are performing well and need accommodations only. In these cases, continuation of current FM equipment and limited audiology services may be appropriate.

The IEP team should document in the IEP the following:

- How the materials, equipment, or resources will assist the child's instruction in supporting the implementation of the IEP goals and services;
- How often the materials, equipment, or resources will be used or is needed;
- How the materials, equipment, or resources facilitates participation in the classroom;
- A justification statement that is related to the child's unique educational needs as identified in the assessment information;
- Areas of need, baselines and goals that are based on current data;
- A list of supplementary aids and supports needed to implement the goals and services;
- Identification of personnel who will provide support to child and will monitor and inventory adapted equipment and FM system; and,
- Identification of any training that may be needed to use any of the materials, equipment, or resources.

FM systems use should be discussed as part of the annual IEP review. Input from the audiologist or DHH teacher may be requested. Please make a request for the audiologist well in advance of meeting date. If the IEP team has concerns about student benefit or compliance with the use of the FM system, a DHH teacher should be consulted.

Recommended IEP Language for Deaf and Hard of Hearing for Audiological

Indicate annual audiological assessment in both the services and assessment area. ~~Remember~~ This requires an Assessment Plan/Prior Written Notice. If audiological equipment needs regular fitting or adjusting, write a goal and indicate this as a direct service on the service page (D/M 68H), with details in the IEP meeting notes (D/M 68J). If only consultation (with parent, teacher, related service provider, and/or physician) is to be provided, indicate this under supplemental aids and supports (D/M 68E), including frequency, duration, and location.

DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA 17800 HIGHWAY 18 • APPLE VALLEY, CA 92307 (760) 552-6700 • (760) 242-5363 FAX		
Initial Request for Audiological Services		
Request for: <input type="checkbox"/> Evaluation <input type="checkbox"/> Equipment Recommendation and Fitting (must have an audiogram dated w/in one year)		
Student Name:	Date of Birth:	Age: Grade:
LEA of Attendance:	School Site:	Teacher:
Special Education and Related Service(s):		
Parent/Guardian:		
Home Phone:	Work Phone:	Email Address:
I. REFERRAL DETAILS		
<input type="checkbox"/> The student has a known hearing loss.		
<input type="checkbox"/> The student transferred with an IEP that included audiological services (Please attach IEP from previous LEA).		
<input type="checkbox"/> The student transferred with an IEP that included an FM System (Please attach IEP from previous LEA).		
<input type="checkbox"/> The student has failed a LEA hearing screening and staff would like to confirm the hearing loss.		
II. MEDICAL HISTORY		
DIRECTIONS: The following information must be obtained via an interview with the parent (see Section A and B).		
Interview Conducted By: <input type="checkbox"/> in person <input type="checkbox"/> by phone on (date):		
Contact phone: Email Address:		
Section A: Prenatal and Birth History		
Course of Pregnancy (Check all areas that apply):		
<input type="checkbox"/> Accidents <input type="checkbox"/> Alcohol Use <input type="checkbox"/> Bleeding <input type="checkbox"/> Diabetes	<input type="checkbox"/> Drug Medication <input type="checkbox"/> Edema (swelling) <input type="checkbox"/> Emotional Disturbance <input type="checkbox"/> High Blood Pressure	<input type="checkbox"/> Infections <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> Tobacco Use <input type="checkbox"/> Toxemia <input type="checkbox"/> Unusual Weight Gain or Loss <input type="checkbox"/> Other:
Birth/Delivery (Check all areas that apply):		
<input type="checkbox"/> Anesthesia/Medications During Labor/Delivery <input type="checkbox"/> C-Section Delivery <input type="checkbox"/> Breech Presentation <input type="checkbox"/> Vaginal Delivery		
Newborn Condition at Birth (Check all areas that apply):		
<input type="checkbox"/> Blue Baby <input type="checkbox"/> Breathing Problem <input type="checkbox"/> Cord Around the Neck	<input type="checkbox"/> Failed Newborn Hearing Screening (NBHS) <input type="checkbox"/> Discharged with Mother <input type="checkbox"/> Did Not Follow-up After Failed NBHS	<input type="checkbox"/> Feeding Problem <input type="checkbox"/> ICU Care After Delivery No. of Days: <input type="checkbox"/> Jaundice <input type="checkbox"/> Sucking Problem
Section B: Additional Information Required (Parent Interview)		
1. Has your child ever had any ear infections? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, how many? When? What was the treatment?		
2. Has your child ever had high fevers? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, how high was the temperature? How many? At what age(s)? What was the treatment?		
3. Was your child born with a cleft palate and/or lip? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, was it repaired? Yes <input type="checkbox"/> No <input type="checkbox"/> . When? Are additional surgeries planned? Yes <input type="checkbox"/> No <input type="checkbox"/> .		
4. Has your child ever had ear surgery to have tube(s) inserted? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, at what age(s)? How many times? Which ear? <input type="checkbox"/> Left <input type="checkbox"/> Right		
5. Has your child had any other ear surgeries? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please explain:		
6. Has your child ever put anything in his/her ear such as a bead, bean, small toy or pencil? <input type="checkbox"/> Yes <input type="checkbox"/> No. Did your child see a doctor for removal? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Audiology Manual – Appendix A: Form D/M 108, Page 2


Initial Request for Audiological Services	
Student Name:	Date of Birth:
7.	Has your child ever had a head injury or suffered loss of consciousness? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, at what age? <input type="text"/> What was the treatment? <input type="text"/>
8.	Has your child ever been in a car accident where he/she sustained injuries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? <input type="text"/>
9.	Has your child ever put a Q-tip in his/her ear and complained of ear pain or bleeding? <input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Has your child ever been diagnosed with encephalitis or meningitis? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, at what age? <input type="text"/> Did a hearing loss occur at the time? <input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Does your child's outer ear look typical? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe below. <input type="text"/>
12.	Does your child have frequent colds, allergies, sinus problems, asthma, or other illnesses? <input type="checkbox"/> Yes <input type="checkbox"/> No When? <input type="text"/> Treatment: <input type="text"/>
13.	When watching TV or listening to music, does your child like the volume up louder than typical? <input type="checkbox"/> Yes <input type="checkbox"/> No
14.	When called from another room or outside, does your child realize he/she is being called? <input type="checkbox"/> Yes <input type="checkbox"/> No
15.	How difficult is it for your child to hear and understand telephone conversations? <input type="text"/>
16.	When riding in the back seat of the car with your child, how easy is it for him/her to hear and understand what you say? <input type="text"/>
17.	Are there family members who have been diagnosed with hearing loss? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who and at what age did the hearing loss occur? <input type="text"/>
18.	Has your child ever been exposed to very loud noises such as a firecracker or gunshot at a close range? <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Has your child previously been diagnosed with a hearing loss? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? <input type="text"/>
20.	Have hearing aids been prescribed for your child? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when were they received? <input type="text"/>
21.	How often does your child utilize his/her hearing aids? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never Make/Model: <input type="text"/>
22.	Does your child have a cochlear implant? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which ear? <input type="text"/> When were they implanted? <input type="text"/> How often does your child see their audiologist for mapping? <input type="text"/>
23.	Do you have a local doctor who provides treatment for ear issues? <input type="checkbox"/> Yes <input type="checkbox"/> No Physician: <input type="text"/> Address: <input type="text"/> Contact Phone: <input type="text"/> Do we have permission to contact this physician? <input type="checkbox"/> Yes <input type="checkbox"/> No
24.	Has your child ever utilized an FM System? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the make/model? <input type="checkbox"/> Speaker <input type="checkbox"/> Worn on ear <input type="checkbox"/> Worn around neck <input type="checkbox"/> Connected to aids

Audiology Manual – Appendix A: Form D/M 108, Page 2

Initial Request for Audiological Services	
Student Name: _____	Date of Birth: _____
III. HEARING/AMPLIFICATION EQUIPMENT	
HEARING AIDS This student currently has personal hearing aids. <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe below:	
Make: _____	Model: _____ <input type="checkbox"/> Unilateral <input type="checkbox"/> Bilateral <input type="checkbox"/> In the Ear <input type="checkbox"/> Behind the Ear
How often does the student wear his/her hearing aids? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	
The child has/had hearing aids but the equipment is <input type="checkbox"/> Lost <input type="checkbox"/> Broken <input type="checkbox"/> Per parent, in the process of getting hearing aids	
FM SYSTEM Did the student utilize an FM System at his/her previous school? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe.	
Make/Model: _____	
How often does the student use the FM system? <input type="checkbox"/> Daily <input type="checkbox"/> Occasionally <input type="checkbox"/> Never	
Does the student have a personal FM System that he/she and parent are willing to utilize at school? <input type="checkbox"/> Yes <input type="checkbox"/> No	
COCHLEAR IMPLANT Does the student have a cochlear implant? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please describe below.	
Make/Model: _____	Which ear? <input type="checkbox"/> Left <input type="checkbox"/> Right
IV. ACADEMIC HISTORY	
The student: <input type="checkbox"/> functions at or above grade level academically	
<input type="checkbox"/> struggles with the following subject areas: _____	
<input type="checkbox"/> has some social skills difficulties. Please explain: _____	
<input type="checkbox"/> has behavioral difficulties. Please explain: _____	
Please attach a copy of the student's most recent report card or progress report.	
V. REFERRAL DOCUMENTS REQUIRED	
<input type="checkbox"/> Signed Assessment Plan (D/M 66)	
<input type="checkbox"/> Signed Authorization for Use and/or Disclosure of Information (D/M 63)	
<input type="checkbox"/> Current Individualized Education Program (IEP)	
<input type="checkbox"/> Evidence of failed LEA screening (Actual screening form is preferred)	
<input type="checkbox"/> Previous Audiogram (If hearing loss previously identified)	
<input type="checkbox"/> Most Recent Audiological Evaluation Report (If hearing loss previously identified)	
VI. ADDITIONAL INFORMATION	
Please note any other information that will assist in making an accurate diagnosis and assist the IEP team in determining educational impact of a hearing loss.	

Referred By: _____	Title: _____ Contact Phone: _____
DETERMINATION OF NEED	
The need for an audiological evaluation or audiological services has been determined and services are requested as summarized above.	
Director of Special Education Signature: _____	Date: _____

DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA
DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
 17800 HIGHWAY 18 • APPLE VALLEY, CA 92307
 (760) 552-6700 • (760) 242-5363 FAX



Annual Request for Audiological Evaluation/Services
 (Use this form if the student has been previously evaluated by the SELPA audiologist)

STUDENT INFORMATION

The following student has been previously referred and evaluated by the Desert/Mountain SELPA contract audiologist.

Student Name: [] Date of Birth: [] Age: [] Grade: []
 LEA of Attendance: [] School Site: []
 Special Education Service(s): []
 Parent/Guardian: []
 Home Phone: [] Work Phone: [] Email Address: []

ANNUAL REFERRAL INFORMATION

1. The student has followed upon on the recommendation(s) from the most recent D/M SELPA audiological report (contact the parent to find out)

List Recommendation(s)	Follow-up
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

2. The student has had the following during the past school year.

Ear infection(s): []
 Colds, allergies, etc.: []
 Other illnesses (please describe): []

3. Did the student consult a physician regarding the above mentioned illnesses? Yes No
 Results: []

4. The student uses his/her personal hearing aids Daily Occasionally Never


5. Does the student have an FM System? Yes No How often utilized? Daily Occasionally Never
 The FM System is working fine broken. Please describe the problem.
 []
 []

6. Academically, the student is struggling in these subject areas: []
 The student is meeting grade level expectations working above grade level

7. Behaviorally, the student has no behavioral issues does not pay attention in class
 does not follow school rules has the following behavioral challenges: []

8. The student is currently dealing with the following issues: []
 []
 []

Audiology Manual – Appendix C: Form D/M 108B

DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA 17800 HIGHWAY 18 • APPLE VALLEY, CA 92307 (760) 552-6700 • (760) 242-5363 FAX				
Classroom Amplification Equipment				
STUDENT INFORMATION				
Student Name:	<input type="text"/>	Date of Birth:	<input type="text"/>	
LEA of Attendance:	<input type="text"/>	Age:	<input type="text"/>	
Special Education and Related Service(s):	<input type="text"/>	Grade:	<input type="text"/>	
Parent/Guardian:	<input type="text"/>	School Site:	<input type="text"/>	
Home Phone:	<input type="text"/>	Teacher:	<input type="text"/>	
Work Phone:	<input type="text"/>	Other Phone: <input type="text"/>		
BACKGROUND: HEARING EQUIPMENT, SERVICES				
Description of the hearing device/amplification equipment assigned to the student:				
Make	Model	Description / Tag Number	Serial Number	Cost
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
PARENT CONSENT/ACKNOWLEDGMENT				
I understand this classroom amplification equipment belongs to the Desert/Mountain Special Education Local Plan Area (SELPA) and is to be used solely in the school setting. I acknowledge the delicate nature of the equipment and agree to utilize reasonable measures to properly store and safeguard the equipment when it is not in use by my child. I understand and acknowledge that I may be held financially responsible for replacement costs if the equipment is misused or removed from the school site by my child.				
Parent Signature:	<input type="text"/>	Date:	<input type="text"/>	
Student Signature:	<input type="text"/>	Date:	<input type="text"/>	
Teacher Signature:	<input type="text"/>	Date:	<input type="text"/>	

D/M 108B Rev. 8/16

Annual Calendar

ACTIVITY	RESPONSIBLE
Coordinate with Pacific Hearing calendars for the annual service calendar.	SELPA PHS
Type the calendar in the SELPA format, adding due dates for paperwork to be turned in (Need to allow a minimum of one week for processing paperwork and to account for late comers).	SELPA
Distribute the calendar to the following: <ul style="list-style-type: none"> • LEA Directors • LEA Support Staff for Directors • County Area Directors • Support Staff for County Area Director • LEA “Coordinators” (person who helps at the LEA level; that person holds a different position in each LEA – it could be a LEA level support person, an SLP, a nurse, even a director) • All Desert/Mountain SLPs • County DHH classroom teachers and itinerants 	SELPA

Reminder to LEAs

ACTIVITY	RESPONSIBLE
Send an email reminder three weeks prior to the LEA coordinator stating their date is approaching and when the paperwork due date is.	DMOPS
Provide the LEA with a copy of the follow-up log from the previous Assessment Day and possibly the one before that with students to be seen highlighted. *Does not apply to D/M Operations.	DMOPS
Include the calendar in the August Steering Committee packet and mention it under the information items. Remind LEAs to be timely in their submission of paperwork.	DMOPS
Email the LEA coordinator if you don’t have all the paperwork by the due date.	DMOPS

Referrals

ACTIVITY	RESPONSIBLE
Receive referral and enter data into the audiology database.	DMOPS

ACTIVITY	RESPONSIBLE
<p>SELPA coordinator DMOPS informs PHS of referrals that have been received indicating</p>	<p>DMOPS</p>
<p>Review each referral and check to see if the paperwork is complete.</p> <ul style="list-style-type: none"> • Initials require forms D/M 108, D/M 66, and D/M 63. <ul style="list-style-type: none"> ➤ Two failed hearing screenings or an audiogram, grades, and a current IEP (if the student is already identified as meeting the criteria as a student with disabilities.) <i>*Does not apply to D/M Operations</i> • Annuals require forms D/M 108A, D/M 66, and D/M 63 (for current school year). • If the paperwork is not complete, send back to the LEA electronically and request completion. 	<p>DMOPS</p>
<p>Send paperwork electronically to Pacific Hearing Services and make a copy of the documents for the SELPA coordinator DMOPS student's electronic file (until an electronic record is in place).</p>	<p>DMOPS</p>
<p>Based on the types of referrals the LEA provides (initials/annuals), will develop the start and end time for the assessment day.</p>	<p>PHS</p>
<p>LEA coordinator handles the schedule of student assessment times and sends to SELPA coordinator DMOPS (initial referrals are scheduled for 30 minutes; annuals are scheduled for 20 minutes), and any transportation issues. <i>*Does not apply to D/M Operations</i></p>	<p>LEA DMOPS</p>
<p>A minimum of two days prior to the Assessment Day:</p> <ul style="list-style-type: none"> • Provide Pacific Hearing Services with a follow-up log that includes the list of students to be seen, types of appointments, school of attendance, appointment times, and what will be done during the appointment. <i>*Does not apply to D/M Operations</i> Ensure all paperwork is sent electronically to Pacific Hearing Services. • Ensure all paperwork is sent electronically to Pacific Hearing Services 	<p>DMOPS</p>

Assessment Day

ACTIVITY	RESPONSIBLE
<p>LEA coordinator to remind children to bring their equipment to the assessment. LEA coordinator or designee to be present the entire day to assist escorting students to the audiology van.</p>	<p>LEA</p>

ACTIVITY	RESPONSIBLE
Complete the follow-up log, document any immediate needs, what will be done at the next appointment, and when the next appointment should take place. Send follow-up log to SELPA coordinator DMOPS. <i>*Does not apply to D/M Operations</i>	PHS DMOPS
Send follow-up log electronically to SELPA coordinator DMOPS who will file log in the Audiology Services yearly binder (until the electronic record is in place) electronic record for Audiology Services. DMOPS SELPA coordinator to highlight will indicate what will be done next time for distribution. <i>*Does not apply to D/M Operations</i>	PHS DMOPS
Send DMOPS will send the LEA a copy of highlighted follow-up log.	DMOPS

Reports

ACTIVITY	RESPONSIBLE
Completes reports and sends to SELPA DMOPS.	PHS
Electronically send cover letters with PHS reports to LEA directors, cc: LEA director secretaries and LEA coordinator.	DMOPS
Place Upload a copy of the cover letter in the student's electronic file. appropriate year Audiology Letters binder (until the electronic record is ready).	DMOPS
Meet monthly with D/M Operations DHH Itinerant teachers to review all reports and determine who may need further assessment and services	SELPA DHH

Assessment Follow-up / IEP Meeting

ACTIVITY	RESPONSIBLE
LEA receives PHS reports and schedules IEP meetings to review reports and take any recommendations into consideration. The appointed SLP for the student will review the audiogram with the IEP team. <ul style="list-style-type: none"> When there is a LEA/charter without an SLP or an SLP with limited time or expertise, a request to the Area Director and support staff needs to be made for a DHH Itinerant teacher to participate in the IEP meeting to assist in the interpretation of the audiology report. DHH Itinerant teacher to email Area Director and support staff of requests that do not come from the Area Director. 	LEA SELPA DHH Area Director

ACTIVITY	RESPONSIBLE
<p>If the IEP team agrees the student benefits from an FM system, the LEA coordinator/SLP makes the request to SELPA coordinator DMOPS who requests an equipment quote from Pacific Hearing Services.</p> <p>SELPA DMOPS or the LEA coordinator receives quote, completes Low Incidence Equipment (LIE) form, and submits for approval from SELPA CEO DMOPS Area Director. When generated from the LEA, the LIE form will be sent back to the SELPA coordinator DMOPS who will keep a copy and send to the SELPA business department to order and pay for the equipment.</p>	<p>LEA DMOPS PHS PHS DMOPS SELPA</p>

Training Opportunities

ACTIVITY	RESPONSIBLE
Proper Equipment Use and Troubleshooting	PHS DHH
Audiology Assessments and How to Interpret	PHS
Parent Support/Training (as needed)	DHH SELPA

Inventory and Tracking of Equipment

ACTIVITY	RESPONSIBLE
<p>New Equipment</p> <ul style="list-style-type: none"> SELPA coordinator sends purchase order for equipment and provides tags to Pacific Hearing Services. PHS delivers equipment to student. PHS sends assigned delivery receipt to SELPA business department. Receipt includes student name, site, make, model, serial numbers, and tag numbers. SELPA business department enters equipment in database with LIE numbers, serial numbers, and tag numbers. <p>Returned Equipment</p> <ul style="list-style-type: none"> Equipment returned to SELPA coordinator DMOPS with student name and site. SELPA coordinator DMOPS reports returned items to PHS to confirm all components assigned are returned. 	<p>SELPA PHS</p> <p>PHS DMOPS SELPA</p>

ACTIVITY	RESPONSIBLE
<ul style="list-style-type: none"> • PHS informs SELPA coordinator DMOPS if all components are accounted for or what components are missing. • SELPA coordinator DMOPS notifies SELPA business department of returned and/or missing equipment. • SELPA business department updates database. • SELPA business department updates database with new student and site information. 	
<p>Lost and Repaired Equipment</p> <ul style="list-style-type: none"> • PHS is notified of lost equipment. • PHS reassigns equipment in inventory or orders replacement equipment. • PHS sends assigned delivery receipt to SELPA business department. Receipt includes student name, site, make, model, replacement serial numbers, and tag numbers. • SELPA business department updates database with serial number as needed • For repaired equipment, PHS notifies SELPA business department of new serial number to update database. 	<p>PHS DMOPS SELPA</p>
<p>End of School Year</p> <ul style="list-style-type: none"> • PHS generates and sends list of students assigned equipment by LEA and site to the SELPA coordinator DMOPS. • SELPA coordinator DMOPS distributes list to LEA coordinator. • LEA coordinator distributes information to site contact. • Site contact inventories equipment. <ul style="list-style-type: none"> ➤ If the student stays at the school site, secure equipment and note location on inventory log. ➤ If the student is remaining in the LEA but is changing sites, equipment is returned to the LEA coordinator to secure and location is noted on the inventory log. ➤ If the student is changing LEAs or leaving the Desert/Mountain SELPA region, equipment is returned to LEA coordinator, noted on the equipment log, and returned to the SELPA coordinator DMOPS. ➤ LEA coordinator sends copy of completed inventory log to SELPA coordinator DMOPS. 	<p>PHS DMOPS LEA</p>

ACTIVITY	RESPONSIBLE
<ul style="list-style-type: none"> ➤ SELPA coordinator DMOPS shares log with PHS for any needed follow-up 	
<p>Beginning of School Year</p> <ul style="list-style-type: none"> • SELPA coordinator DMOPS updates inventory log and distributes to PHS and LEA coordinator. <ul style="list-style-type: none"> ➤ If student stays at the school site, LEA coordinator arranges transfer and in-service of equipment. ➤ If student is remaining in the LEA but is changing sites, LEA coordinator arranges transfer and in-service of equipment. ➤ If student is changing LEAs, SELPA coordinator DMOPS will contact LEA coordinator to arrange transfer and in-service of equipment. 	<p>DMOPS LEA PHS</p>
<p>File Inventory</p> <p>Purge student files annually at the end of each school year (until an electronic record is in place) All student files are maintained through an electronic student file system.</p> <ul style="list-style-type: none"> • SELPA coordinator DMOPS emails LEA coordinators a list of students who were not seen in the past year, moved, etc. • SELPA coordinator DMOPS double checks MIS CALPADS against audiology roster. 	<p>DMOPS</p>



Chapter 13: Low Incidence Funding

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Introduction

California Education Code § 56836.22. (a) Commencing with the 1985-86 fiscal year, and for each fiscal year thereafter, funds to support special education and related services as required under the individualized education program for each pupil with low-incidence disabilities, as defined in Section 56026.5, shall be determined by dividing the total number of pupil with low incidence disabilities in the state, as reported on December 1 of the prior fiscal year, into the annual appropriation provided for this purpose in the Budget Act. (b) The per-pupil entitlement determined pursuant to subdivision (a) shall be multiplied by the number of pupils with low-incidence disabilities in each special education local plan area to determine the total funds available for each local plan. (c) The Superintendent shall apportion the amount determined pursuant to subdivision (b) to the special education local plan area for purposes of providing special education

and related services as required under the individualized education program for each pupil with low-incidence disabilities.

Section A – Legal Requirements

California Education Code § 56026.5. “Low incidence disability” means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. For purposes of this definition, vision impairments do not include disabilities within the function of vision specified in Section 56338.

A child with a low incidence disability is one who is deaf, blind, deaf and blind, or severely orthopedically impaired whether this disability is their primary disability, or a concomitant disability. Students with an Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) should have their specialized needs discussed and recorded at their IEP/IFSP meeting. These documented needs are what determine the Local Education Agency’s (LEA) responsibility to secure specialized books, materials, and services. It is the responsibility of the LEA to locate funds to purchase the items documented in the IEP or IFSP. One source is low incidence funds. Even though students, parents, or teachers do not have direct access to these funds, students should have access to specialized equipment, books, and materials necessary for them to benefit from their educational program. Because of the high cost of these specialized books, materials, and equipment, it is necessary to provide additional funding for these programs. This low incidence funding is distributed in accordance with the regulations set out in California Education Code § 56836.22.

Low incidence funding is provided for purchasing and coordinating the use of specialized books, materials, and equipment for students with low incidence disabilities. As a condition of receiving low incidence funds, the Desert/Mountain Special Education Local Plan Area (SELPA) ensures that the appropriate books, materials, and equipment are purchased, that the use of the equipment is coordinated as necessary and that the books, materials, and equipment are reassigned once they are no longer needed by the LEA that originally received them.

Section B – How to Request Low Incidence Funding

California Education Code § 59201. The diagnostic centers are a part of the public school system of the state, except that they derive no revenue from the State School Fund. The diagnostic centers provide services, including pupil assessment, consultation, technical assistance, and training, to school districts, county offices of education, and special education local plan areas.

If the IEP team determines a student has a low incidence disability and that the student requires low incidence equipment, the LEA must first complete the appropriate Low Incidence Pre-

Approval/Reimbursement Request form, D/M 86A or D/M 86B. Form D/M 86C shall also be completed if the IEP team determines and documents the need for home use of the low incidence equipment.

1. Low Incidence Pre-Approval/Reimbursement Request (D/M 86A): Purchase(s) made by the LEA then reimbursed through low incidence funds

For all low incidence equipment other than mobile computing devices and device applications, complete SELPA form D/M 86A and have the LEA Special Education Director/Coordinator sign the form. Attach a copy of the student's current IEP documenting the student's disability and need of the low incidence equipment, any additional information regarding the equipment to be purchased, a completed purchase order with SELPA form D/M 86A and submit all documents to the SELPA office. For students whose primary or secondary qualifying criteria is Deaf and Hard of Hearing (DHH), attach a copy of the student's current IEP documenting the student's disability and need of the low incident equipment, any additional information regarding the equipment to be purchased and submit all documents to the Desert/Mountain Operations (DMOPS) office. After SELPA approval for all equipment other than DHH equipment, the LEA will be responsible for purchasing the equipment and ensuring the assigned low incidence equipment inventory tags are properly placed on the equipment. After the LEA has purchased and received the equipment, the LEA may seek reimbursement through low incidence funding by completing section 2 of form D/M 86A and forwarding the request to the SELPA (refer to Section C). DMOPS will forward all equipment requests for DHH directly to the Desert/Mountain SELPA business department.

2. Low Incidence Pre-Approval Request for Mobile Computing Device (D/M 86B): Purchase(s) made by the SELPA

LEAs complete SELPA form D/M 86B if the request is specifically for a mobile computing device (i.e., iPad, computer tablet). This form and any additional information regarding the equipment must be sent to the SELPA office for approval. The SELPA will be responsible for purchasing the mobile computing device and device application(s), assigning the low incidence equipment/ID number, downloading the device application(s), and coordinating the delivery and release of the equipment to the LEA.

The LEA is responsible for notifying the student's teacher(s) of their responsibilities for the use of low incidence equipment (refer to Appendix B).

Section C – How to Request Reimbursement

The SELPA reimburses member LEAs for low incidence equipment based on the availability of funds. All purchases of low incidence equipment during a fiscal year (July 1 – June 30) must be submitted by August 30th, following the school year the request was made. Member LEAs shall submit approved requests for reimbursement in the following manner:

1. Complete/submit Section 2 of SELPA Form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form; and
2. Submit a copy of the request form with a copy of the purchase order and copy of the vendor's paid invoice to the SELPA Business office.

NOTE: Requests for reimbursement are submitted after the request for purchase that has been approved by the SELPA, equipment is purchased, received, and invoiced by the LEA.

APPENDIX A: Assistive Technology Assessment – Low Incidence Referral

Assistive Technology refers to a device or service that can be used as a tool by students with disabilities to achieve or maintain function.

Pre-Referral Procedure – Local Education Agency (LEA) Responsibility

1. Convene an IEP meeting to document the team’s decision to refer the student for an Assistive Technology Assessment.
2. Complete the Assistive Technology Assessment Referral form (D/M 127) and obtain the signatures of the person making the referral and the director of special education.
3. Complete the Assessment Plan form (D/M 66) and obtain the parent/guardian signature.
 - The person making the referral should check the box that corresponds to the type of assessment(s) requested.
 - The parent/guardian should initial each applicable statement listed under the Parental Authorization section.
4. Complete the Authorization for Use and/or Disclosure of Information form (D/M 63) and obtain the parent/guardian signature. Specify the receiving agency’s name, if known. If not, leave the field blank.

Referral Procedures – LEA Responsibility

Forward the following completed documents to the attention of the Program Manager for Resolution Support Services at the SELPA.

- Assistive Technology Assessment Referral form (D/M 127)
- Assessment Plan form (D/M 66)
- Authorization for Use and/or Disclosure of Information form (D/M 63)
- IEP or IEP Addendum dated within one (1) year of the referral for an Assistive Technology Assessment
- Psycho-educational evaluation dated within three (3) years of the referral for an Assistive Technology Assessment
- Any additional supporting information

Timelines for Assessment

Within five (5) business days of receipt of the completed referral packet, the Program Manager for Resolution Support Services at the SELPA will assign the assessment to an independent assessor

who will coordinate the assessment through the contact person named on the referral form (D/M 127)

Timelines for Services

Upon completion of the assessment, a report will be sent to the Director of Special Education by either the agency that conducted the assessment or the Program Manager for Resolution Support Services at the SELPA, with a request to schedule an IEP meeting.

The Director of Special Education should reconvene the Individualized Education program (IEP) team to review the report finding and recommendations of the assessment and determine whether or not assistive technology services are warranted.

If the IEP team agrees that services are not needed, it will be documented in the IEP notes.

Appendix B: Teacher Responsibilities for Low Incidence Equipment

The assigned teacher for the student(s) indicated in approved Low Incidence Request form (D/M 86A or 86B) must be notified of their responsibilities for the assigned low incidence item(s) purchased for use by the student. The teacher should be informed that unless the Individualized Education Program (IEP) team agrees there is an educational need for the student to use the equipment at his/her home and form D/M 86C is completed, the student is not allowed to take the item(s) home. The item(s) is solely for the student(s) indicated on the Low Incidence Equipment Request form to meet his/her unique educational needs according to their IEP goals.

Responsibilities:

1. Complete an annual inventory of all low incidence items in the classroom - the Desert/Mountain SELPA will provide the Director of Special Education a list of low incidence items assigned to students in the classroom on an annual basis. The item(s) should have a blue and silver “Property of Desert/Mountain SELPA” numbered ID tag (except for small, untaggable items). If the item does not have an inventory tag, contact the SELPA office at (760) 552-6700.
2. Reassign the equipment to another student in his/her classroom or Local Education Agency (LEA) who qualifies for use of the item(s) purchased that is no longer being utilized to meet the unique educational needs of the assigned student.
3. Return the item(s) to the SELPA and complete Section 3 of form D/M 86A (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the SELPA office.
4. If the student has moved to another site within the LEA and can still benefit from the use of the item(s), forward the item(s) and a copy of the original request form D/M 86A (if mobile computing device, D/M 86B) to the student’s new site/teacher. Inform the Desert/Mountain SELPA by completing Section 3 of D/M 86A (if mobile computing device, complete Section 2 of D/M 86B) and forward a copy to the SELPA office.
5. If the student has moved outside the LEA and the LEA is unable to reassign the item to another low incidence eligible student, the teacher must return the item to the SELPA. Contact (760) 552-6700 to make arrangements for return of the item. Complete Section 3 of D/M 86A (if mobile computing device, Section 2 of D/M 86B) to return the item(s) to the SELPA.
6. If the item(s) was purchased for more than one student as indicated on Section 1 of D/M 86A (if mobile computing device, D/M 86B) and any of the conditions explained in items 3-5 above exist, the item may remain at your site/LEA as long as at least one low incidence eligible student still qualifies for use of the item.

7. Report any lost or broken equipment item(s) to the SELPA in writing to facilitate the replacement or repair of the item(s).

All changes regarding any low incidence equipment/materials must be communicated in writing to the Desert/Mountain SELPA office using Section 1 of the Low Incidence Request Form.

Legal References

California Education Code Sections

- 56026.5; 56836.22

Title 5 California Code of Regulations (CCR)

- 3051.16



Chapter 13: Low Incidence Funding

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Introduction

California Education Code § 56836.22. (a) Commencing with the 1985-86 fiscal year, and for each fiscal year thereafter, funds to support special education and related services as required under the individualized education program for each pupil with low-incidence disabilities, as defined in Section 56026.5, shall be determined by dividing the total number of pupil with low incidence disabilities in the state, as reported on December 1 of the prior fiscal year, into the annual appropriation provided for this purpose in the Budget Act. (b) The per-pupil entitlement determined pursuant to subdivision (a) shall be multiplied by the number of pupils with low-incidence disabilities in each special education local plan area to determine the total funds available for each local plan. (c) The Superintendent shall apportion the amount determined pursuant to subdivision (b) to the special education local plan area for purposes of providing special education

and related services as required under the individualized education program for each pupil with low-incidence disabilities.

Section A – Legal Requirements

California Education Code § 56026.5. “Low incidence disability” means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. For purposes of this definition, vision impairments do not include disabilities within the function of vision specified in Section 56338.

A **student child** with a low incidence disability is one who is deaf, blind, deaf and blind, or severely orthopedically impaired whether this disability is their primary disability, or a concomitant disability. Students with an Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) should have their specialized needs discussed and recorded at their IEP/IFSP meeting. These documented needs are what determine the Local Education Agency’s (LEA) responsibility to secure specialized books, materials, and services. It is the responsibility of the LEA to locate funds to purchase the items documented in the IEP or IFSP. One source is low incidence funds. Even though students, parents, or teachers do not have direct access to these funds, students should have access to specialized equipment, books, and materials necessary for them to benefit from their educational program. Because of the high cost of these specialized books, materials, and equipment, it is necessary to provide additional funding for these programs. This low incidence **money funding** is distributed in accordance with the regulations set out in California Education Code § 56836.22.

Low incidence funding is provided for purchasing and coordinating the use of specialized books, materials, and equipment for students with low incidence disabilities. As a condition of receiving low incidence funds, the Desert/Mountain Special Education Local Plan Area (SELPA) ensures that the appropriate books, materials, and equipment are purchased, that the use of the equipment is coordinated as necessary and that the books, materials, and equipment are reassigned once they are no longer needed by the LEA that originally received them.

Section B – How to Request Low Incidence Funding

California Education Code § 59201. The diagnostic centers are a part of the public school system of the state, except that they derive no revenue from the State School Fund. The diagnostic centers provide services, including pupil assessment, consultation, technical assistance, and training, to school districts, county offices of education, and special education local plan areas.

~~To purchase low incidence equipment using low incidence funds~~ If the IEP team determines a student has a low incidence disability and that the student requires low incidence equipment, the

LEA must first complete ~~an assistive technology assessment (refer to Appendix A for Assistive Technology Assessment Referral Process). If the IEP team determines the student has a low incidence disability and that the student requires low incidence equipment, then the LEA must complete~~ the appropriate Low Incidence Pre-Approval/Reimbursement Request form, D/M 86A or D/M 86B. ~~This form~~ Form D/M 86C shall also be completed if the IEP team determines and documents the need for home use of the low incidence equipment.

1. Low Incidence Pre-Approval/Reimbursement Request (D/M 86A): Purchase(s) made by the LEA then reimbursed through low incidence funds

For all low incidence equipment other than mobile computing devices and device applications, complete SELPA form D/M 86A and have the LEA Special Education Director/Coordinator sign the form. Attach a copy of the student's current IEP documenting the student's disability and need of the low incidence equipment, any additional information regarding the equipment to be purchased, a completed purchase order with SELPA form D/M 86A and submit all documents to the SELPA office. ~~For students whose primary or secondary qualifying criteria is Deaf and Hard of Hearing (DHH), attach a copy of the student's current IEP documenting the student's disability and need of the low incident equipment, any additional information regarding the equipment to be purchased and submit all documents to the Desert/Mountain Operations (DMOPS) office.~~ After SELPA approval ~~for all equipment other than DHH equipment,~~ the LEA will be responsible for purchasing the equipment and ensuring the assigned low incidence equipment inventory tags are properly placed on the equipment. After the LEA has purchased and received the equipment, the LEA may seek reimbursement through low incidence funding by completing section 2 of form D/M 86A and forwarding the request to the SELPA (refer to Section C). ~~DMOPS will forward all equipment requests for DHH directly to the Desert/Mountain SELPA business department.~~

2. Low Incidence Pre-Approval Request for Mobile Computing Device (D/M 86B): Purchase(s) made by the SELPA

LEAs complete SELPA form D/M 86B if the request is specifically for a mobile computing device (i.e., iPad, computer tablet). This form and any additional information regarding the equipment must be sent to the SELPA office for approval. The SELPA will be responsible for purchasing the mobile computing device and device application(s), assigning the low incidence equipment/ID number, downloading the device application(s), and coordinating the delivery and release of the equipment to the LEA.

The LEA is responsible for notifying the student's teacher(s) of their responsibilities for the use of low incidence equipment (refer to Appendix B).

Section C – How to Request Reimbursement

The SELPA reimburses member LEAs for low incidence equipment based on the availability of funds. All purchases of low incidence equipment during a fiscal year (July 1 – June 30) must be

submitted by August 30th, following the school year the request was made. Member LEAs shall submit approved requests for reimbursement in the following manner:

1. Complete/submit Section 2 of SELPA Form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form; and
2. Submit a copy of the request form with a copy of the purchase order and copy of the vendor's paid invoice to the SELPA Business office.

NOTE: Requests for reimbursement are submitted after the request for purchase **that** has been approved by the SELPA, equipment is purchased, received, and invoiced by the LEA.

APPENDIX A: Assistive Technology Assessment – Low Incidence Referral

Assistive Technology refers to a device or service that can be used as a tool by students with disabilities to achieve or maintain function.

Pre-Referral Procedure – Local Education Agency (LEA) Responsibility

1. Convene an IEP meeting to document the team’s decision to refer the student for an Assistive Technology Assessment.
2. Complete the Assistive Technology Assessment Referral form (D/M 127) and obtain the signatures of the person making the referral and the director of special education.
3. Complete the Assessment Plan form (D/M 66) and obtain the parent/guardian signature.
 - The person making the referral should check the box that corresponds to the type of assessment(s) requested.
 - The parent/guardian should initial each applicable statement listed under the Parental Authorization section.
4. Complete the Authorization for Use and/or Disclosure of Information form (D/M 63) and obtain the parent/guardian signature. Specify the receiving agency’s name, if known. If not, leave the field blank.

Referral Procedures – LEA Responsibility

Forward the following completed documents to the attention of the ~~Coordinator, Transition Services~~ **Program Manager for Resolution Support Services** at the SELPA.

- Assistive Technology Assessment Referral form (D/M 127)
- Assessment Plan form (D/M 66)
- Authorization for Use and/or Disclosure of Information form (D/M 63)
- IEP or IEP Addendum dated within one (1) year of the referral for an Assistive Technology Assessment
- Psycho-educational evaluation dated within three (3) years of the referral for an Assistive Technology Assessment
- Any additional supporting information

Timelines for Assessment

Within five (5) business days of receipt of the completed referral packet, the ~~Coordinator, Transition Services~~ **Program Manager for Resolution Support Services** at the SELPA will assign

the assessment to an independent assessor who will coordinate the assessment through the contact person named on the referral form (D/M 127)

Timelines for Services

Upon completion of the assessment, a report will be sent to the Director of Special Education by either the agency that conducted the assessment or the ~~Coordinator, Transition Services Program~~ **Manager for Resolution Support Services** at the SELPA, with a request to schedule an IEP meeting.

The Director of Special Education should reconvene the Individualized Education program (IEP) team to review the report finding and recommendations of the assessment and determine whether or not assistive technology services are warranted.

If the IEP team agrees that services are not needed, it will be documented in the IEP notes.

Appendix B: Teacher Responsibilities for Low Incidence Equipment

The assigned teacher for the student(s) indicated in approved Low Incidence Request form (D/M 86A or 86B) must be notified of their responsibilities for the assigned low incidence item(s) purchased for use by the student. The teacher should be informed that unless the Individualized Education Program (IEP) team agrees there is an educational need for the student to use the equipment at his/her home and form D/M 86C is completed, the student is not allowed to take the item(s) home. The item(s) is solely for the student(s) indicated on the Low Incidence Equipment Request form to meet his/her unique educational needs according to their IEP goals.

Responsibilities:

1. Complete an annual inventory of all low incidence items in the classroom - the Desert/Mountain SELPA will provide the Director of Special Education a list of low incidence items assigned to students in the classroom on an annual basis. The item(s) should have a blue and silver “Property of Desert/Mountain SELPA” numbered ID tag (except for small, untaggable items). If the item does not have an inventory tag, contact the SELPA office at (760) 552-6700.
2. Reassign the equipment to another student in his/her classroom or Local Education Agency (LEA) who qualifies for use of the item(s) purchased ~~and that~~ is no longer being utilized to meet the unique educational needs of the assigned student. ~~or return the item(s) to the SELPA and complete Section 3 of form D/M 86B (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the SELPA office.~~
3. ~~Return the item(s) to the SELPA and complete Section 3 of form D/M 86A (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the SELPA office.~~
4. If the student has moved to another site within the LEA and can still benefit from the use of the item(s), forward the item(s) and a copy of the original request form D/M 86A (if mobile computing device, D/M 86B) to the student’s new site/teacher. Inform the Desert/Mountain SELPA by completing Section 3 of D/M 86A (if mobile computing device, complete Section 2 of D/M 86B) and forward a copy to the SELPA office.
5. If the student has moved outside the LEA and the LEA is unable to reassign the item to another low incidence eligible student, the teacher must return the item to the SELPA. Contact (760) 552-6700 to make arrangements for return of the item. Complete Section 3 of D/M 86A (if mobile computing device, Section 2 of D/M 86B) to return the item(s) to the SELPA.
6. If the item(s) was purchased for more than one student as indicated on Section 1 of D/M 86A (if mobile computing device, D/M 86B) and any of the conditions explained in items

3-5 above exist, the item may remain at your site/LEA as long as at least one low incidence eligible student still qualifies for use of the item.

7. Report any lost or broken equipment item(s) to the SELPA in writing to facilitate the replacement or repair of the item(s).

All changes regarding any low incidence equipment/materials must be communicated in writing to the Desert/Mountain SELPA office using Section 1 of the Low Incidence Request Form.

Legal References

California Education Code Sections

- 56026.5; 56836.22

Title 5 California Code of Regulations (CCR)

- 3051.16



Revised Desert/Mountain Charter SELPA Policies & Procedures

Section	Proposed Revision(s)	Rev. Date
Chapter 12: Low Incidence Funding	<p>The chapter was updated to include clarification regarding Low Incidence Equipment purchase pre-approval; update Appendix A for change in point-of-contact for Assistive Technology referrals; and update Appendix B for teacher responsibilities regarding Low Incidence Equipment.</p> <p><i>Education Code § § 56026.5, 56836.22(a) and 592501; 5 C.C.R. § 3051.16</i></p>	6/13/19



DESERT / MOUNTAIN
CHARTER SELPA

Chapter 12: Low Incidence Funding

SECTION A: LEGAL REQUIREMENTS

SECTION B: HOW TO REQUEST FUNDING

SECTION C: HOW TO REQUEST REIMBURSEMENT

APPENDIX A: ASSISTIVE TECHNOLOGY ASSESSMENT – LOW
INCIDENCE REFERRAL

APPENDIX B: TEACHER RESPONSIBILITIES OF ASSIGNED LOW
INCIDENCE EQUIPMENT

Introduction

California Education Code § 56836.22. (a) Commencing with the 1985 – 86 fiscal year, and for each fiscal year thereafter, funds to support special education and related services as required under the individualized education program for each pupil with low-incidence disabilities, as defined in Section 56026.5, shall be determined by dividing the total number of pupils with low incidence disabilities in the state, as reported on December 1 of the prior fiscal year, into the annual appropriation provided for this purpose in the Budget Act. (b) The per-pupil entitlement determined pursuant to subdivision (a) shall be multiplied by the number of pupils with low-incidence disabilities in each special education local plan area to determine the total funds available for each local plan. (c) The Superintendent shall apportion the amount determined pursuant to subdivision (b) to the special education local plan area for purposes of providing special education and related services as required under the individualized education program for each pupil with low-incidence disabilities.

Section A – Legal Requirements

California Education Code § 56026.5. “Low incidence disability” means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. For

purposes of this definition, vision impairments do not include disabilities within the function of vision specified in Section 56338.

A child with a low incidence disability is one who is deaf, blind, deaf and blind, or severely orthopedically impaired whether this disability is their primary disability, or a concomitant disability. Students with an Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) should have their specialized needs discussed and recorded at their IEP/IFSP meeting. These documented needs are what determine the Local Education Agency's (LEA) responsibility to secure specialized books, materials, and services. It is the responsibility of the LEA to locate funds to purchase the items documented in the IEP or IFSP. One source is low incidence funds. Even though students, parents, or teachers do not have direct access to these funds, students should have access to specialized equipment, books, and materials necessary for them to benefit from their educational program.

Because of the high cost of these specialized books, materials, and equipment, it is necessary to provide additional funding for these programs. This low incidence funding is distributed in accordance with the regulations set out in California Education Code § 56836.22.

Low incidence funding is provided for purchasing and coordinating the use of specialized books, materials, and equipment for students with low incidence disabilities. As a condition of receiving low incidence funds, the Desert/Mountain Charter Special Education Local Plan Area (Charter SELPA) ensures that the appropriate books, materials, and equipment are purchased, that the use of equipment is coordinated as necessary and that the books, materials, and equipment are reassigned once they are no longer needed by the LEA that originally received them.

Section B – How to Request Low Incidence Funding

If the IEP team determines a student has a low incidence disability and that the student requires low incidence equipment, the LEA must first complete the appropriate Low Incidence Pre-Approval/Reimbursement Request form, D/M 86A or D/M 86B. Form D/M 86C shall also be completed if the IEP team determines and documents the need for home use of the low incidence equipment.

1. Low Incidence Pre-Approval/Reimbursement Request (D/M 86A): Purchase(s) made by the LEA then reimbursed through low incidence funds:

For all low incidence equipment, other than mobile computing devices and device applications, complete Charter SELPA form D/M 86A and have the Charter LEA Special Education Director/Coordinator sign the form. Attach a copy of the student's current IEP documenting the student's disability and need of the low incidence equipment, any additional information regarding the equipment to be purchased, a completed purchase order with Charter SELPA form D/M 86A and submit all documents to the Charter SELPA office. After Charter SELPA approval, the Charter LEA will be responsible for purchasing the equipment and ensuring the assigned low incidence equipment inventory tags are properly placed on the equipment. After the Charter LEA has purchased and received the equipment, the Charter LEA may seek reimbursement through low incidence funding by

completion section 2 of form D/M 86A and forwarding the request to the Charter SELPA (refer to Section C).

2. Low Incidence Pre-Approval Request for Mobile Computing Device (D/M 86B): Purchase(s) made by the Charter SELPA:

Charter LEAs complete Charter SELPA form D/M 86B if the request is specifically for mobile computing device (i.e., iPad, computer tablet). This form and any additional information regarding the equipment must be sent to the Charter SELPA office for approval. The Charter SELPA will be responsible for purchasing the mobile computing device and device application(s), assigning the low incidence equipment/ID number, downloading the device application(s), and coordinating the delivery and release of the equipment to the Charter LEA.

The Charter LEA is responsible for notifying the student's teacher(s) of their responsibilities for the use of low incidence equipment (refer to Appendix B).

Section C – How to Request Reimbursement

The Charter SELPA reimburses member Charter LEAs for low incidence equipment based on the availability of funds. All purchases of low incidence equipment during a fiscal year (July 1 – June 30) must be submitted by August 30th, following the school year the request was made. Member LEAs shall submit approved requests for reimbursement in the following manner:

1. Complete/submit Section 2 of Charter SELPA form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form; and
2. Submit a copy of the request form with a copy of the purchase order and a copy of the vendor's paid invoice to the Charter SELPA Business office.

NOTE: Requests for reimbursement are submitted after the request for purchase has been approved by the Charter SELPA, equipment is purchased, received, and invoiced by the LEA.

APPENDIX A: Assistive Technology Assessment – Low Incidence Referral

Assistive Technology refers to a device or service that can be used as a tool by students with disabilities to achieve or maintain function.

Pre-Referral Procedure – Local Education Agency (LEA) Responsibility

1. Convene an IEP meeting to document the team’s decision to refer the student for an Assistive Technology Assessment.
2. Complete the Assistive Technology Assessment Referral form (D/M 127) and obtain the signatures of the person making the referral and the director of special education.
3. Complete the Assessment Plan form (D/M 66) and obtain the parent/guardian signature.
 - The person making the referral should check the box that corresponds to the type of assessment(s) requested.
 - The parent/guardian should initial each applicable statement listed under the Parental Authorization section.
4. Complete the Authorization for Use and/or Disclosure of Information form (D/M 63) and obtain the parent/guardian signature. Specify the receiving agency’s name, if known. If not, leave the field blank.

Referral Procedures – LEA Responsibility

Forward the following completed documents to the attention of the Program Manager for Resolution Support Services at the Charter SELPA.

- D/M 127 Assistive Technology Assessment Referral form
- D/M 66 Assessment Plan form
- D/M 63 Authorization for Use and/or Disclosure of Information form
- IEP or IEP Addendum dated within one (1) year of the referral for an Assistive Technology Assessment
- Psycho-educational evaluation dated within three (3) years of the referral for an Assistive Technology Assessment
- Any additional supporting information

Timelines for Assessment

Within five (5) business days of receipt of the completed referral packet, the Program Manager for Resolution Support Services at the Charter SELPA will assign the assessment to an independent assessor who will coordinate the assessment through the contact person named on the referral form (D/M 127).

Timelines for Services

Upon completion of the assessment, a report will be sent to the Director of Special Education by either the agency that conducted the assessment or the Program Manager for Resolution Support Services at the Charter SELPA with a request to schedule an IEP meeting.

The Director of Special Education should reconvene the Individualized Education Program (IEP) team to review the report finding and recommendations of the assessment and determine whether or not assistive technology services are warranted.

If the IEP team agrees that services are not needed, it will be documented in the IEP notes.

APPENDIX B: Teacher Responsibilities for Low Incidence Equipment

The assigned teacher for the student(s) indicated in an approved Low Incidence Request form (D/M 86A or 86B) must be notified of their responsibilities for the assigned low incidence item(s) purchased for use by the student. The teacher should be informed that unless the Individualized Education Program (IEP) team agrees there is an educational need for the student to use the equipment at his/her home and form D/M 86C is completed, the student is not allowed to take the item(s) home. The item(s) is solely for the student(s) indicated on the Low Incidence Equipment Request form to meet his/her unique educational needs according to their IEP goals.

RESPONSIBILITIES:

1. Complete an annual inventory of all low incidence items in the classroom - the Desert/Mountain Charter SELPA will provide the Director of Special Education a list of low incidence items assigned to students in the classroom on an annual basis. The item(s) should have a blue and silver “Property of Desert/Mountain Charter SELPA” numbered ID tag (except for small, untaggable items). If the item does not have an inventory tag, contact the Charter SELPA office at (760) 552-6700.
2. Reassign the equipment to another student in his/her classroom or Charter Local Education Agency (LEA) who qualifies for use of the item(s) purchased that is no longer being utilized to meet the unique educational needs of the assigned student.
3. Return the item(s) to the Charter SELPA and complete Section 3 of form D/M 86A (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the Charter SELPA office.
4. If the student has moved to another site within the Charter LEA and can still benefit from the use of the item(s), forward the item(s) and a copy of the original request form D/M 86A (if mobile computing device, D/M 86B) to the student’s new site/teacher. Inform the Desert/Mountain Charter SELPA by completing Section 3 of D/M 86A (if mobile computing device, complete Section 2 of D/M 86B) and forward a copy to the SELPA office.
5. If the student has moved outside the Charter LEA and the Charter LEA is unable to reassign the item to another low incidence eligible student, the teacher must return the item to the Desert/Mountain Charter SELPA. Contact (760) 552-6700 to make arrangements for return of the item. Complete Section 3 of D/M 86A (if mobile computing device, Section 2 of D/M 86B) to return the item(s) to the Desert/Mountain Charter SELPA.
6. If the item(s) was purchased for more than one student as indicated on Section 1 of D/M 86A (if mobile computing device, D/M 86B) and any of the conditions explained in items 3-5 above exist, the item may remain at your site/LEA as long as at least one low incidence eligible student still qualifies for use of the item.

7. Report any lost or broken equipment item(s) to the Desert/Mountain Charter SELPA in writing to facilitate the replacement or repair of the item(s).

ALL CHANGES REGARDING ANY LOW INCIDENCE EQUIPMENT/MATERIALS MUST BE COMMUNICATED IN WRITING TO THE DESERT/MOUNTAIN CHARTER SELPA OFFICE USING SECTION 1 OF THE LOW INCIDENCE REQUEST FORM.



DESERT / MOUNTAIN
CHARTER SELPA

Chapter 12: Low Incidence Funding

SECTION A: LEGAL REQUIREMENTS

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Section A – Legal Requirements

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Because of the high cost of these specialized books, materials, and equipment, it is necessary to provide additional funding for these programs. This low incidence **money funding** is distributed in accordance with the regulations set out in California Education Code § 56836.22.

Low incidence funding is provided for purchasing and coordinating the use of specialized books, materials, and equipment for students with low incidence disabilities. As a condition of receiving low incidence funds, the Desert/Mountain Charter Special Education Local Plan Area (Charter SELPA) ensures that the appropriate books, materials, and equipment are purchased, that the use of equipment is coordinated as necessary and that the books, materials, and equipment are reassigned once they are no longer needed by the LEA that originally received them.

Section B – How to Request Low Incidence Funding

~~To purchase low incidence equipment using low incidence funds~~ If the IEP team determines a student has a low incidence disability and that the student requires low incidence equipment, the LEA must first complete ~~an assistive technology assessment (refer to Appendix A for Assistive Technology Assessment Referral Process)~~. ~~If the IEP team determines the student has a low incidence disability and that the student requires low incidence equipment, then the Charter LEA must complete~~ the appropriate Low Incidence Pre-Approval/Reimbursement Request form, D/M 86A or D/M 86B. ~~This form~~ Form D/M 86C shall also be completed if the IEP team determines and documents the need for home use of the low incidence equipment.

1. Low Incidence Pre-Approval/Reimbursement Request (D/M 86A): Purchase(s) made by the LEA then reimbursed through low incidence funds:

For all low incidence equipment, other than mobile computing devices and device applications, complete Charter SELPA form D/M 86A and have the Charter LEA Special Education Director/Coordinator sign the form. Attach a copy of the student's current IEP documenting the student's disability and need of the low incidence equipment, any additional information regarding the equipment to be purchased, a completed purchase order with Charter SELPA form D/M 86A and submit all documents to the Charter SELPA office. After Charter SELPA approval, the Charter LEA will be responsible for purchasing

the equipment and ensuring the assigned low incidence equipment inventory tags are properly placed on the equipment. After the Charter LEA has purchased and received the equipment, the Charter LEA may seek reimbursement through low incidence funding by completion section 2 of form D/M 86A and forwarding the request to the Charter SELPA (refer to Section C).

2. Low Incidence Pre-Approval Request for Mobile Computing Device (D/M 86B): Purchase(s) made by the Charter SELPA:

Charter LEAs complete Charter SELPA form D/M 86B if the request is specifically for mobile computing device (i.e., iPad, computer tablet). This form and any additional information regarding the equipment must be sent to the Charter SELPA office for approval. The Charter SELPA will be responsible for purchasing the mobile computing device and device application(s), assigning the low incidence equipment/ID number, downloading the device application(s), and coordinating the delivery and release of the equipment to the Charter LEA.

The Charter LEA is responsible for notifying the student's teacher(s) of their responsibilities for the use of low incidence equipment (refer to Appendix B).

Section C – How to Request Reimbursement

The Charter SELPA reimburses member Charter LEAs for low incidence equipment based on the availability of funds. All purchases of low incidence equipment during a fiscal year (July 1 – June 30) must be submitted by August 30th, following the school year the request was made. Member LEAs shall submit approved requests for reimbursement in the following manner:

1. Complete/submit Section 2 of Charter SELPA form D/M 86 – Low Incidence Pre-Approval/Reimbursement Request Form; and
2. Submit a copy of the request form with a copy of the purchase order and a copy of the vendor's paid invoice to the Charter SELPA Business office.

NOTE: Requests for reimbursement are submitted after the request for purchase has been approved by the Charter SELPA, equipment is purchased, received, and invoiced by the LEA.

APPENDIX A: Assistive Technology Assessment – Low Incidence Referral

Assistive Technology refers to a device or service that can be used as a tool by students with disabilities to achieve or maintain function.

Pre-Referral Procedure – Local Education Agency (LEA) Responsibility

1. Convene an IEP meeting to document the team’s decision to refer the student for an Assistive Technology Assessment.
2. Complete the Assistive Technology Assessment Referral form (D/M 127) and obtain the signatures of the person making the referral and the director of special education.
3. Complete the Assessment Plan form (D/M 66) and obtain the parent/guardian signature.
 - The person making the referral should check the box that corresponds to the type of assessment(s) requested.
 - The parent/guardian should initial each applicable statement listed under the Parental Authorization section.
4. Complete the Authorization for Use and/or Disclosure of Information form (D/M 63) and obtain the parent/guardian signature. Specify the receiving agency’s name, if known. If not, leave the field blank.

Referral Procedures – LEA Responsibility

Forward the following completed documents to the attention of the ~~Coordinator, Transition Services~~ **Program Manager for Resolution Support Services** at the Charter SELPA.

- D/M 127 Assistive Technology Assessment Referral form
- D/M 66 Assessment Plan form
- D/M 63 Authorization for Use and/or Disclosure of Information form
- IEP or IEP Addendum dated within one (1) year of the referral for an Assistive Technology Assessment
- Psycho-educational evaluation dated within three (3) years of the referral for an Assistive Technology Assessment
- Any additional supporting information

Timelines for Assessment

Within five (5) business days of receipt of the completed referral packet, the ~~Coordinator, Transition Services Program Manager for Resolution Support Services~~ at the Charter SELPA will assign the assessment to an independent assessor who will coordinate the assessment through the contact person named on the referral form (D/M 127).

Timelines for Services

Upon completion of the assessment, a report will be sent to the Director of Special Education by either the agency that conducted the assessment or the ~~Coordinator, Transition Services Program Manager for Resolution Support Services~~ at the Charter SELPA with a request to schedule an IEP meeting.

The Director of Special Education should reconvene the Individualized Education Program (IEP) team to review the report finding and recommendations of the assessment and determine whether or not assistive technology services are warranted.

If the IEP team agrees that services are not needed, it will be documented in the IEP notes.

APPENDIX B: Teacher Responsibilities for Low Incidence Equipment

The assigned teacher for the student(s) indicated in an approved Low Incidence Request form (D/M 86A or 86B) must be notified of their responsibilities for the assigned low incidence item(s) purchased for use by the student. The teacher should be informed that unless the Individualized Education Program (IEP) team agrees there is an educational need for the student to use the equipment at his/her home and form D/M 86C is completed, the student is not allowed to take the item(s) home. The item(s) is solely for the student(s) indicated on the Low Incidence Equipment Request form to meet his/her unique educational needs according to their IEP goals.

RESPONSIBILITIES:

1. Complete an annual inventory of all low incidence items in the classroom - the Desert/Mountain Charter SELPA will provide the Director of Special Education a list of low incidence items assigned to students in the classroom on an annual basis. The item(s) should have a blue and silver “Property of Desert/Mountain Charter SELPA” numbered ID tag (except for small, untaggable items). If the item does not have an inventory tag, contact the Charter SELPA office at (760) 552-6700.
- ~~2. Reassign the equipment to another student in his/her classroom or Charter Local Education Agency (LEA) who qualifies for use of the item(s) purchased and that is no longer being utilized to meet the unique educational needs of the assigned student, or return the item(s) to the Desert/Mountain Charter SELPA and complete Section 3 of D/M 86B (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the SELPA office.~~
3. Return the item(s) to the Charter SELPA and complete Section 3 of form D/M 86A (if mobile computing device, Section 2 of form D/M 86B) for the reassignment or return of the item(s). Forward a copy of the form to the Charter SELPA office.
4. If the student has moved to another site within the Charter LEA and can still benefit from the use of the item(s), forward the item(s) and a copy of the original request form D/M 86A (if mobile computing device, D/M 86B) to the student’s new site/teacher. Inform the Desert/Mountain Charter SELPA by completing Section 3 of D/M 86A (if mobile computing device, complete Section 2 of D/M 86B) and forward a copy to the SELPA office.
5. If the student has moved outside the Charter LEA and the Charter LEA is unable to reassign the item to another low incidence eligible student, the teacher must return the item to the Desert/Mountain Charter SELPA. Contact (760) 552-6700 to make arrangements for return of the item. Complete Section 3 of D/M 86A (if mobile computing device, Section 2 of D/M 86B) to return the item(s) to the Desert/Mountain Charter SELPA.
6. If the item(s) was purchased for more than one student as indicated on Section 1 of D/M 86A (if mobile computing device, D/M 86B) and any of the conditions explained in items 3-5 above

exist, the item may remain at your site/**Charter** LEA as long as at least one low incidence eligible student still qualifies for use of the item.

7. Report any lost or broken equipment item(s) to the Desert/Mountain Charter SELPA in writing to facilitate the replacement or repair of the item(s).

ALL CHANGES REGARDING ANY LOW INCIDENCE EQUIPMENT/MATERIALS MUST BE COMMUNICATED IN WRITING TO THE DESERT/MOUNTAIN CHARTER SELPA OFFICE USING SECTION 1 OF THE LOW INCIDENCE REQUEST FORM.



Revised Desert/Mountain Charter SELPA Policies & Procedures

Section	Proposed Revision(s)	Rev. Date
Chapter 15: Extended School Year (ESY)	<p>Updated Section A at “3. Case Law” to include the 2017 United States Supreme Court decision for <i>Endrew F.</i> and the established test for determination of FAPE in a child’s IEP; removed the “merely more than <i>de minimis</i>” criteria</p> <p><u><i>Endrew F. v. Douglas County School District Re-1, 137 S. Ct. 988 (2017)</i></u></p> <p><i>34 C.F.R. § 300.17 and 34 C.F.R. §§ 300.320 - 300.324</i></p>	8/15/18
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DESERT / MOUNTAIN
CHARTER SELPA

Chapter 15: Extended School Year (ESY)

SECTION A: UNDERSTANDING THE LEGAL AND PRACTICAL ASPECTS OF EXTENDED SCHOOL YEAR (ESY)

SECTION B: GUIDANCE FOR INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAMS

APPENDIX A: DATA COLLECTION GUIDE

APPENDIX B: POSSIBLE PREDICTIVE FACTORS IN DETERMINING IF ESY SERVICE(S) IS/ARE NECESSARY

APPENDIX C: ESY COVER SHEET

APPENDIX D: SELPA FORM D/M 68I – ESY WORKSHEET

APPENDIX E: PLANNING FOR ESY

APPENDIX F: FINAL NOTES

Introduction

Extended School Year (ESY) services are provided when children with disabilities have unique needs and require special education and related services that extend beyond the regular academic year. These children have disabilities that are likely to continue indefinitely or for a prolonged period. Interruption of their educational programming may cause regression and when coupled with limited recoupment capacity, render it impossible or unlikely that the child with disabilities will attain the level of self-sufficiency and independence that would otherwise be expected in view of the disabling condition.

ESY services are only provided for those areas on the current Individualized Education Program (IEP) where the child has met the above conditions. The lack of clear evidence of such factors may not be used to deny ESY if the IEP team determines the need for such a program and includes ESY in the IEP.

The provision of ESY is not limited to particular categories of disability; or unilaterally limited to a type, amount, or duration of services.

- (1) *Are placed in special classes; or*
 - (2) *Are individuals with exceptional needs whose IEPs specify an extended year program as determined by the IEP team.*
- (b) *The term “extended year” as used in this section means the period of time between the close of one academic year, and the beginning of the succeeding academic year. The term “academic year” as used in this section means that portion of the school year during which the regular day school is maintained, which period must include not less than the number of days required to entitle the district, special education services region, or county office to apportionments of state funds.*
- (c) *An extended year program shall be provided for a minimum of 20 instructional days, including holidays.*
- (d) *An extended year program, when needed, as determined by the IEP team, shall be included in the pupil’s IEP.*
- (e) *In order to qualify for average daily attendance revenue for extended year pupils, all of the following conditions must be met:*
- (1) *Extended year special education shall be the same length of time as the school day for pupils of the same age level attending summer school in the district in which the extended year program is provided, but not less than the minimum school day for that age unless otherwise specified in the IEP to meet a pupil’s unique needs.*
 - (2) *The special education and related services offered during the extended year period are comparable in standards, scope and quality to the special education program offered during the regular academic year.*
- (f) *If during the regular academic year an individual’s IEP specifies integration in the regular classroom, a public education agency is not required to meet that component of the IEP if no regular summer school programs are being offered by that agency.*

NOTE: The regulation governing extended school year ("ESY") services has been amended to be consistent with federal law, which allows SEAs to set ESY standards for their states. The new regulation deletes obsolete language which set forth the maximum number of school days for reimbursement but keeps intact California’s ESY standard of a minimum of 20 instructional days.

3. Case Law

Due process cases and court decisions have provided guidance in determining what constitutes FAPE and/or a child’s need for ESY services. In 1982, a landmark United States Supreme Court decision established a substantive standard for the provision of FAPE. Board of Education of the Hendrick-Hudson Central School District v. Rowley, 458 U.S. 176 (1982). The Rowley decision required an LEA to provide a “basic floor of

opportunity’ . . . [consisting] of access to specialized instruction and related services which are individually designed to provide educational benefit to the [child with a disability].”

In a unanimous 2017 decision, the United States Supreme Court went beyond the Court in *Rowley* to interpret the scope of FAPE requirements under the Individuals with Disabilities Education Act, and overturned the Tenth Circuit’s decision regarding a child with autism being entitled only to an educational program that was calculated to provide “merely more than *de minimis*” educational benefit. *Andrew F. v. Douglas County School District Re-1, 137 S. Ct. 988 (2017)*. *Andrew F.* did not overturn *Rowley*; rather, the decision provided clarification in the form of a standard for determining whether a child’s IEP provides FAPE under the IDEA – a single test which the *Rowley* Court declined to establish 35 years earlier. Under *Andrew F.*, the Court held:

- **“To meet its substantive obligation under the IDEA, a school must offer an IEP reasonably calculated to enable a child to make progress appropriate in light of the child’s circumstances.”**
- The “merely more than *de minimis*” standard was rejected.
- In determining the scope of FAPE, the Court reinforced the requirement that “every child should have the chance to meet challenging objectives” and that the “instruction offered must be “specially designed” to meet a child’s “*unique* needs.”
 - The IDEA requires neither that a LEA provide the best education to a child with a disability, nor that it provide an education that maximizes the child’s potential (*Bd. of Educ. v. Rowley, 1982*; *Gregory K. v. Longview School District, 9th Cir. 1987*).
 - An IEP should confer a meaningful educational benefit (*T.R. ex rel. N.R. v. Kingwood Twp. Bd. of Educ., 3rd Cir. 2000*).
- LEAs are required to consider more than just the regression and recoupment analysis and consider other factors relevant in determining a child’s need for special education services during ESY.
 - No single criterion can be used as a sole qualifying factor (*Johnson v. Independent School District No. 4, 1990*).
 - One factor to be considered is the critical stage of developing a skill which has great potential for increasing self-sufficiency. For such skill, if not completely acquired and mastered, it is likely that the current level of acquisition will be lost due to the interruption of summer vacation (*Reusch v. Fountain, 1994*).
- There is a reference in *Fullerton USD vs. Parent (OAH Case # 2011080355)* that ESY services are recommended only if a child is at risk of a severe regression in skills that would require six to eight weeks at the start of the regular school year to recoup.



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 - ~~The public educational benefit must be more than de minimis or trivial (Doe v. Smith, 6th Cir. 1989).~~
 - An IEP should confer a meaningful educational benefit (T.R. ex rel. N.R. v. Kingwood Twp. Bd. of Educ., 3rd Cir. 2000).
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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION LINKED

PROFESSIONS REAL ESTATE CORPORATION

a California Nonprofit Public Benefit Corporation

ARTICLE 1. OFFICES,

Section 1. Principal Office. The corporations' principal office shall be fixed and located at 17800 Highway 18, Apple Valley, CA 92307, in the County of San Bernardino, California. The directors are granted full power and authority to change the said principal office from one location within the County of San Bernardino to another. Any change of this location shall be noted on these Bylaws opposite this section, or this section may be amended to state the new location.

Section 2. Other Offices. Branch or subordinate offices may be established at any time by the Board of Directors (herein called the "Board") at any place or places where the corporation is qualified to do business.

ARTICLE II. MEMBERSHIP.

Section 1. Members. The corporation shall have no members. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the directors.

Section 2. Associates. Nothing in this Article II shall be construed as limiting the right of the corporation to refer to person associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the California Nonprofit Corporation Law. The corporation may confer by amendment of its Articles or these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for the election of directors or on a disposition of substantially all of the assets of the corporation or on a merger or on a dissolution or on changes to the corporation's Articles or Bylaws, but no such person shall be a member within the meaning of said Section 5056.

ARTICLE III. DIRECTORS.

Section 1. Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the activities and affairs

of the corporation shall be conducted, and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company or committees however composed, provided that the activities and affairs of the corporation shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them that are consistent with law, with the Articles of Incorporation and with these Bylaws.
- (b) To conduct, manage and control the affairs and business of this corporation and to make such rules and regulations therefore not inconsistent with law, with the Articles of Incorporation and with these Bylaws, as they may deem best.
- (c) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trusts, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Section 2. Number of Directors. The authorized number of directors of the corporation shall be five (5) until changed by the directors.

Section 3. Selection and Term of Office. *****

Section 4. Resignations. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the Chairman of the Board or the Secretary of the Board, unless the notice specifies a later time for the effectiveness of such resignation.

Vacancies in the Board shall remain unfilled until a new member is selected ex officio to fill such vacancy.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director or if the authorized number of directors be increased.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article 3 of the California Nonprofit Public Benefit Corporation Law.

Section 5. Place of Meetings. Meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the JPA's offices at 17800 Highway 18, Apple Valley, California 92307. Any meeting, regular or special, may be held by conference, telephone or similar communication equipment, as long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 6. Annual Meetings. The Board shall hold an annual meeting for the purpose of organization, selection of directors and officers and the transaction of other business. Annual meetings of the Board shall be held on notice pursuant to the Ralph M. Brown Act on the second Thursday of each January at 9:00 a.m. local time.

Section 7. Regular Meetings. Regular meetings of the Board shall be held on notice pursuant to the Ralph M. Brown act on such dates and at such times as the Board shall fix by resolution.

Section 8. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman, any Vice Chairman, the Secretary or any two directors. Any person calling such meeting shall cause notice of the meeting to be given pursuant to the requirements set forth below.

Special meetings of the Board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice given personally or by telephone, email, telegraph or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. Such notice shall also be addressed and delivered to the Governance Council of the JPA and to any newspaper of general circulation, radio station or television station requesting such notice in writing. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings

Notice by mail must be received at least twenty-four (24) hours before the time of the meeting. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 9. Ralph M. Brown Act. All meetings of the Board and any committee thereof shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

Section 10. Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business, except to adjourn as provided in Section 12 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of law or the articles of incorporation. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 11. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without

protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 12. Adjournment. A majority of the directors' present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

Section 14. Rights of Inspection. Every director of the corporation shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 15. Committees. The Board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the Board except with respect to:

- (a) The approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members (such limitation of committee action shall apply whether or not the corporation has members);
- (b) The filling of vacancies on the Board or on any committee;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable; or
- (e) The appointment of other committees of the Board or the member thereof.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated an Executive Committee or by such other name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 16. Fees and Compensation. Directors shall receive no compensation or expenses for their services as Directors.

ARTICLE IV. OFFICERS.

Section 1. Officers. The officers of the corporation shall be a Chairman, a Secretary and a Treasurer. The corporation may also have, at the discretion of the Board, one or more Vice Chairmen, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this Article IV. Any number of offices may be held by the same person except as provided in the articles of incorporation or in these Bylaws and except that neither the Secretary nor the Treasurer may serve concurrently as the Chairman of the Board.

Section 2. Election. The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected. The Board shall elect the Chief Executive Office as the Chairman, the Operations Officer as the Secretary and the Business Consultant as the Treasurer for the JPA to serve in each capacity. The officers will serve throughout their tenure with the JPA.

Section 3. Subordinate Officers. The Board may elect, and may empower the Chairman to appoint, such other officers, as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer may resign or may be removed with or without cause by the Board of Directors at any time.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6. Chairman of the Board. The Chairman of the Board shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board.

The Chairman is the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The Chairman shall preside at all meetings of the Board. The Chairman has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 7. Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice Chairman designated by the Board, shall perform all the duties of the Chairman and, when so acting, shall have all powers of, and be subject to all the restrictions upon, the Chairman. The

Vice Chairman shall have other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

Section 8. Secretary. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date.

Section 9. Treasurer. The Treasurer is the business consultant of the corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The Business Consultant for the JPA shall hold the title of Treasurer. The books of account shall at all times be open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board, shall render to the Chairman and the directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board.

ARTICLE V. OTHER PROVISIONS

Section 1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, bond, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the Chairman of the Board or any Vice Chairman and the Secretary, and Assistant Secretary, the Treasurer or any Assistant Treasurer of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 2. Representation of Shares of Other Corporations. The Chairman or any other officer or officers authorized by the Board or the Chairman are each authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 3. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

ARTICLE VI. INDEMNIFICATION.

Section 1. Definitions. For the purposes of this Article VI, “agent” means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification under Sections 4 or 5(b) of this Article VI.

Section 2. Indemnification in Actions by Third Parties. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding, (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection, with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

Section 3. Indemnification in Action by or in the Right of the Corporation. The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted realtor status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interest of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- (a) In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable not the corporation in the performance of such person’s duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for the expenses which such court shall determine;

- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expense incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4. Indemnification Against Expenses. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations. Except as provided in Section 4 of this Article any indemnification under this Article shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article VI, by:

- (a) A majority vote of a quorum consisting of directors who are not parties to such proceedings; or
- (b) The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.

Section 6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. Other Indemnification. No provision made by the corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification not Permitted. No indemnification or advance shall be made under this Article, except as provided in Sections 4 or 5(b), in any circumstances where it appears:

- (a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article VI, provided, however, that a corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE VII. NOTICE.

Section 1. Notice of Meetings. Notice of all meeting of the members, the Board, and any committees thereof, shall be given to the JPA in writing in the same manner as notices are given to the directors of the corporation. Notices shall be directed to California Association of Health and Education Linked Professions, Joint Powers Authority, 17800 Highway 18, Apple Valley, California 92307, Attention: Chief Executive Officer. Failure to give such notice shall not in any way invalidate any action taken by the Board at any such meeting.

ARTICLE VIII. EMERGENCY PROVISIONS.

During any emergency resulting from an attach on the United States or on a locality in which the corporation conducts its activities or customarily holds meetings of its Board, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board or of the Executive Committee, if any, cannot readily be convened for action, a meeting of the Board or of said committee may be called by any officer or director. Such notice need be given only to such of the directors or member of the committee, as the case may be, as it may be feasible to reach at the time and by such means as may be feasible at the time including, without limitation, publication or radio.

The director or directors in attendance at the meeting of the Board, and the member or members of the Executive Committee, if any, in attendance at the meeting of the committee, shall constitute a quorum. If none are in attendance at the meeting, the officers or other persons designated on a list approved by the Board before the emergency, all in such order of priority and subject to such conditions and for such period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board or of the Executive Committee, be deemed directors or members of the committee, as the case may be, for such meeting.

The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such emergency any or all officers or agents of the corporation shall for any reason be rendered incapable of discharging their duties. The Board, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative offices or authorize the officers so to do.

ARTICLE IX. AMENDMENTS.

Section 1. Power of Members. Except as otherwise provided by the Articles of Incorporation or these Bylaws, new Bylaws may be adopted or these Bylaws may be amended or repealed by the vote of a majority of a quorum at a meeting of members duly called for the purpose according to the Articles of Incorporation or these Bylaws.

Section 2. Power of Directors. Subject to the power of the members as provided in this Article IX to adopt, amend or repeal these Bylaws, any Bylaw may be adopted, amended or repealed by the Board.

DRAFT

CERTIFICATION OF SECRETARY

of

**CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION LINKED
PROFESSIONS REAL ESTATE CORPORATION**

(A California nonprofit public benefit corporation)

I hereby certify that I am the duly elected and acting Secretary of said corporation and that the foregoing Bylaws, comprising of ** pages, constitute the Bylaws of said corporation as duly adopted at a meeting of the Board of Directors thereof held on *****.

Date

Secretary

CERTIFICATE REGARDING BYLAWS

The undersigned hereby certifies that Jennifer Sutton is the duly qualified Secretary of California Association of Health and Education Linked Professions Real Estate Corporation, a California nonprofit public benefit corporation (the "Corporation"), and hereby further certifies that attached hereto is a true and correct copy of the Bylaws of the Corporation as in effect on the date of this certificate.

Date

Secretary

DRAFT

Jamie Adkins

From: Jenae Holtz
Sent: Wednesday, September 18, 2019 1:54 PM
To: Jamie Adkins
Subject: FW: Hesperia property (One more document)
Attachments: MariposaRd-20.59 acres.pdf

From: Mathilde7 <mathilde7@aol.com>
Sent: Monday, September 16, 2019 11:09 AM
To: Jenae Holtz <Jenae.Holtz@cahelp.org>
Subject: Re: Hesperia property (One more document)

Hello Jenae:

I would like to add one more document to my CMA.

This 20.59 acre parcel is immediately to the west of your lot and it is listed at \$1,600,000 (\$1.75 per square foot) according to the listing agent.

This listing is not in the MLS and the agent tells me that his seller is very motivated.

I have attached the brochure and plat map for your review.

Thank you.
Mathilde

*Mathilde Kirkland, CRS
Broker Associate - Shear Realty
15545 Bear Valley Rd.
Hesperia, CA 92345
DRE#: 00948195
760-964-3186 - cell
760-513-1260 - e-fax
www.shearrealty.com/agent/5560/mathilde-kirkland/*

In a message dated 9/13/2019 12:58:06 PM Pacific Standard Time, Jenae.Holtz@cahelp.org writes:

Thank you so much.

Jenae

Get [Outlook for Android](#)

From: Mathilde7 <mathilde7@aol.com>
Sent: Friday, September 13, 2019 10:02:29 AM
To: Jenae Holtz <Jenae.Holtz@cahelp.org>
Subject: Re: Hesperia property

Good Morning Jenae:

Just reaching out to let you know that I will have the CMA to you before Monday morning.
It is ready, need to type it up.

Thank you.
Mathilde

Mathilde Kirkland, CRS
Broker Associate - Shear Realty
15545 Bear Valley Rd.
Hesperia, CA 92345
DRE#: 00948195
760-964-3186 - cell
760-513-1260 - e-fax

www.shearrealty.com/agent/5560/mathilde-kirkland/

In a message dated 9/6/2019 2:49:26 PM Pacific Standard Time, Jenae.Holtz@cahelp.org writes:

You are awesome! Thank you so much!

Jenae

From: Mathilde7 <mathilde7@aol.com>
Sent: Friday, September 6, 2019 2:37 PM
To: Jenae Holtz <Jenae.Holtz@cahelp.org>
Subject: Re: Hesperia property

Hello Jenae:

Thank you for reaching out to me.

I did get the correct documents from the Title Co. and will work up the CMA for you next week.

Thank you.

Mathilde

Mathilde Kirkland, CRS

Broker Associate - Shear Realty

15545 Bear Valley Rd.

Hesperia, CA 92345

DRE#: 00948195

760-964-3186 - cell

760-513-1260 - e-fax

www.shearrealty.com/agent/5560/mathilde-kirkland/

In a message dated 9/6/2019 2:08:55 PM Pacific Standard Time, Jenae.Holtz@cahelp.org writes:

Hi Matilde,

As our Governance Council is approaching at the end of the month, I was wondering if you have been able to complete the comps on the Hesperia property. I know you had asked about the name on record – that is who we purchased it from. Please let me know if there is anything I can do to assist.

Thanks so much.

Jenae Holtz

Chief Executive Officer

California Association of Health and Education Linked Professions

Direct: 760-955-3555 | Office: 760-552-6700 | www.dmselpa.org



The Relentless Pursuit of Whatever Works in the Life of a Child

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Office-760.244-5464
 FAX-760.513.1260
 Cell – 760.964.3186
 15545 Bear Valley Rd.
 Hesperia, CA 92345

September 15, 2019

California Association of Health & Education

Thank you for the opportunity to provide you with a Comparative Market Analysis for your commercial lot on Mariposa Rd, Hesperia (APN: 0405-042-60-0-000).

This analysis is based upon information about your property, what activity has occurred in the area with properties having the same basic features as your property.

Subject property is a 14.71 acre corner lot on Mariposa Rd and Eucalyptus St adjacent to the I-15 Freeway. Property offers excellent visibility to both the northbound and southbound travelers on I-15 with daily traffic count of over 100,000. Zoning for property is Neighborhood Commercial and Office Professional.

This analysis is divided into several marketing categories: Active, Pending/In Escrow, Sold

Active Listing:

Address	Acre	DOM	Original List Price	Current List Price
US Hwy 395, Victorville	15.50	141	1,500,000	1,200,000
US Hwy 395, Victorville	20.00	857	1,450,000	1,450,000
Mariposa Rd, Hesperia	11.71	203	1,500,000	1,500,000
Mariposa Rd., Hesperia	7.64	318	1,665,000	1,665,000
Bear Valley Rd., Victorville	8.65	142	1,750,000	1,750,000
Bear Valley Rd., Victorville	7.52	786	2,200,000	2,200,000

Pending/In Escrow:

Mariposa Rd., Hesperia	10.14	999	2,700,000	875,000
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Sold Properties:

			Sales Price	Sales Date
Bear Valley Rd., Hesperia	11.72	493	2,875,000	3,095,000
Hwy 395, Hesperia	4.36			370,000
Hwy 395, Adelanto	27.86			2,127,000
Hwy 395, Victorville	12.40			525,000
Bear Valley Rd., Victorville	8.65			1,750,000

Based on limited sales of similar lots and sufficient competing active listings, I would suggest a market range of \$1,400,000 to \$1,700,000.

Please contact me with any questions you may have.

Very Sincerely,

Mathilde Kirkland
 Broker Associate
 Shear Realty

+ FIRST AMERICAN TITLE, 1SB,
AD08

SAN BERNARDINO, CA

08/07/2019 09:50AM PGOR

PAGE 1 OF 2

SAN BERNARDINO 2018-19 TAX
ROLL

ORDER SEARCH RESULTS

ORDER: 0000000

TOF: 0

COMMENT:

PAYMENTS AS OF 06/21/2019

SEARCH PARAMETERS

ENTERED APN: 0405-042-60-0-000

✓ APN: 0405-042-60-0-000 BILL: 20180335155

DATE: 09/18/2018

TRA: 020072 - CITY OF HESPERIA

ACQ DATE: 01/25/2018

DOC#: 2018-27389

LEGAL: PARCEL MAP 10609 PTN PARCEL NO 1 LYING SLY AND ELY MARIPOSA RD

SITUS: MARIPOSA RD HESPERIA CA 92345

MAIL: 17800 HIGHWAY 18 APPLE VALLEY CA 92307

FOR 2018-19 TAX YEAR

ASSESSED OWNER(S)

2018-19 ASSESSED VALUES

CALIFORNIA ASSOC OF HEALTH & EDUCAT
LOVERNICH CHARITABLE REMAINDER UNIT

LAND

13,089

TAXABLE

13,089

2018-19 TAXES

1ST INST

2ND INST

TOTAL TAX

STATUS

CANCELLED

CANCELLED

DELINQUENT DATE

12/10/2018

04/10/2019

INSTALLMENT

92.74

92.72

185.46

PENALTY

0.00

0.00

0.00

BALANCE DUE

0.00

0.00

0.00

WARNINGS AND/OR COMMENTS

** NO BONDS OR PRIOR YEAR DELQ TAXES **

ASSESSMENT DETAIL

FUND TYPE

AMOUNT

DESCRIPTION OF ASSESSMENT(S)

VP02-SP01 LNDSCP/LTG

30.30

HESP. PARK LNDSCP/LTG

30.30

TOTAL OF SPECIAL ASSESSMENTS

ADDITIONAL PROPERTY INFORMATION

TAX CODE: 1

COUNTY USE CODE: 0000

VESTING: TU

TAX RATE: 1.018100%

STANDARD LAND USE: VACANT LAND (NEC)

✓ APN: 0405-042-60-0-000 BILL: 20180848660

DATE: 10/25/2018

TRA: 020072 - CITY OF HESPERIA

SITUS: MARIPOSA RD HESPERIA CA 92345

MAIL: 17800 HIGHWAY 18 APPLE VALLEY CA 92307

FOR 2018-19 TAX YEAR

ASSESSED OWNER(S)

2018-19 ASSESSED VALUES

CALIFORNIA ASSOC OF HEALTH & EDUCAT
LOVERNICH CHARITABLE REMAINDER UNIT

LAND

13,089

TAXABLE

13,089

Property Detail Report

Mariposa Rd, Hesperia, CA 92345

APN: 0405-042-60-0000

San Bernardino County Data as of: 07/25/2019

Owner Information

Owner Name: California Association Of Health And Edu
Vesting:
Mailing Address: 17800 US Highway 18, Apple Valley, CA 92307-1221
Occupancy: Unknown

Location Information

Legal Description: Parcel Map 10609 Ptn Parcel No 1 Lying Sly And Ely Mariposa Rd
County: San Bernardino, CA
APN: 0405-042-60-0000
Alternate APN: 0405-042-60-0000
Census Tract / Block: 010019 / 2027
Munic / Twnshp: City Of Hesperia
Twnshp-Rng-Sec:
Legal Lot / Block:
Subdivision:
Tract #:
Legal Book / Page: 0405 / 042
Neighborhood: North Star Ranch
School District: Hesperia Unified School District
Elementary School: Maple Elementary S...
Middle School: Hesperia Junior Hi...
High School: Hesperia High Scho...
Latitude: 34.45373
Longitude: -117.35427

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 01/09/2018 / 01/25/2018
Price:
Buyer Name: California Association Of Health And Edu
Seller Name: Eldred Lantson E
Transfer Doc #: 2018.27389
Deed Type: Grant Deed

Last Market Sale

Sale / Rec Date:
Multi / Split Sale:
1st Mtg Amt / Type:
2nd Mtg Amt / Type:
Seller Name:
Lender:
Sale Price / Type:
Price / Sq. Ft.:
1st Mtg Rate / Type:
2nd Mtg Rate / Type:
Deed Type:
New Construction:
1st Mtg Doc #: N/A
Sale Doc #: N/A
Title Company:

Prior Sale Information

Sale / Rec Date:
1st Mtg Amt / Type:
Prior Lender:
Sale Price / Type:
1st Mtg Rate / Type:
Prior Deed Type:
Prior Sale Doc #: N/A

Property Characteristics

Gross Living Area:
Living Area:
Total Adj. Area:
Above Grade:
Basement Area:
Style:
Foundation:
Quality:
Condition:
Total Rooms: 0
Bedrooms:
Baths (F / H):
Pool:
Fireplace:
Cooling:
Heating:
Exterior Wall:
Construction Type: Wood Frame
Year Built / Eff:
Stories:
Parking Type:
Garage #:
Garage Area:
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Site Information

Land Use: Vacant Land (NEC)
State Use:
County Use: 0000 - Vacant Land
Site Influence: Type Unknown
Flood Zone Code: X
Community Name: City Of Hesperia
Lot Area: 640,768 Sq. Ft.
Lot Width / Depth:
Usable Lot:
Acres: 14.71
Flood Map #: 06071C6480H
Flood Panel #: 6480H
Zoning:
of Buildings:
Res / Comm Units:
Water / Sewer Type: Public /
Flood Map Date: 08/28/2008
Inside SFHA: False

Tax Information

Assessed Year: 2018
Tax Year: 2018
Tax Area: 20-072
Property Tax: \$155.16
Exemption:
Assessed Value: \$13,089
Land Value: \$13,089
Improvement Value:
Improved %:
Delinquent Year:
Market Total Value:
Market Land Value:
Market Imprv Value:
Market Imprv %:

Sales Comparables

Mariposa Rd, Hesperia, CA 92345

APN: 0405-042-60-0000

San Bernardino County Data as of: 07/25/2019

Subject Property

Mariposa Rd, Hesperia, CA 92345

Sale Price / Type:

Sale / Rec Date:

Year Built / Eff:

Assessed Value: \$13,089

Land Use: Vacant Land (NEC)

Owner Name: California Association Of Health And Edu

Mailing Address: 17800 US Highway 18, Apple Valley, CA 92307-1221

Lot Area: 640,768 Sq. Ft.

Living Area:

Pool:

Bedrooms: 0

Baths (F / H): 0 / 0

Total Rooms:

Search Criteria

Months Back: 12

Distance From Subject: 2 mi

Living Area

35.0 +/-

Land Use:

Same As Subject

Difference:

20 Comparable Properties Found

COMPARABLE PROPERTY SUMMARY				
	Subject	Low	Average	High
	Price	\$40,000	\$266,725	\$950,000
	Living Area	0	239	0
	Price / Sq. Ft.	\$147	\$152	\$157
	Bedrooms	0	0	4
	Baths	0	0	2
	Lot Area 640,768 Sq. Ft.	17,854 Sq. Ft.	68,831 Sq. Ft.	392,599 Sq. Ft.
	Stories		0.11	1
	Year Built	2017	2017	2017
	Distance	0.11 mi	1.16 mi	1.65 mi

Mariposa Rd, Hesperia, CA 92345, San Bernardino County



N/A	N/A	640,768	N/A
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	VCNT LND-NE	N/A
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Lovernich Randy J	Tax Billing Zip:	92263
Tax Billing Address:	Po Box 2370	Tax Billing Zip+4:	2370
Tax Billing City & State:	Palm Springs, CA	Owner Vesting:	Married Man

Location Information

School District:	Hesperia	Census Tract:	100.19
------------------	-----------------	---------------	---------------

Tax Information

APN :	0405-042-60-0000	Lot Number:	1
Tax Area:	20072		
Legal Description:	PARCEL MAP 10609 PTN PARCEL NO 1 LYING SLY AND ELY MARIPOSA RD		

Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$13,089	\$12,832	\$12,580
Assessed Value - Land	\$13,089	\$12,832	\$12,580
YOY Assessed Change (\$)	\$257	\$252	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$179		
2017	\$183	\$3	1.84%
2018	\$185	\$3	1.54%

Special Assessment	Tax Amount
Hesp Park-Land/Light #1	\$30.30
Mojave Water Bond Debt #1	\$14.72
Mojave Wtr Bond Debt #2	\$7.19
Vv Comm College Measure Jj	\$2.36
Total Of Special Assessments	\$54.57

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	None
Lot Acres:	14.71	Topography:	Flat/Level
Lot Sq Ft:	640,768		

Estimated Value

Value As Of:	06/30/2019
--------------	-------------------

Listing Information

MLS Listing Number:	463619	Original Listing Price:	\$1,550,000
MLS Status:	Sold	Listing Agent Name:	11424-Mehdi Mostaedi
MLS Area:	CALIFORNIA	Listing Broker Name:	NAI CAPITAL, INC.

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 07/10/2019

Page 1 of 2

Listing Date: **10/05/2015**
 Current Listing Price: **\$1,550,000**

Selling Agent Name:
 Selling Broker Name:

6871-Bob R Tinsley
BR TINSLEY REAL ESTATE & CO

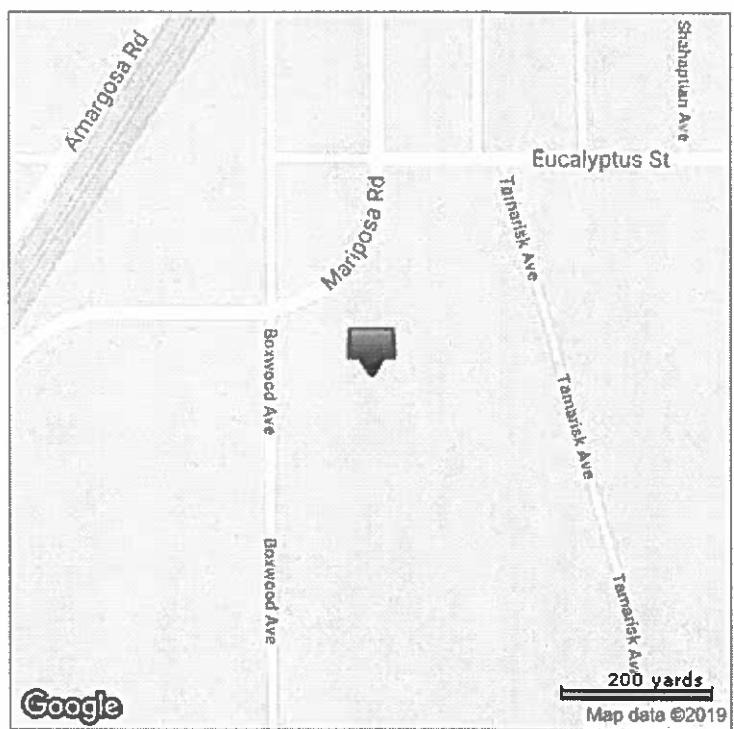
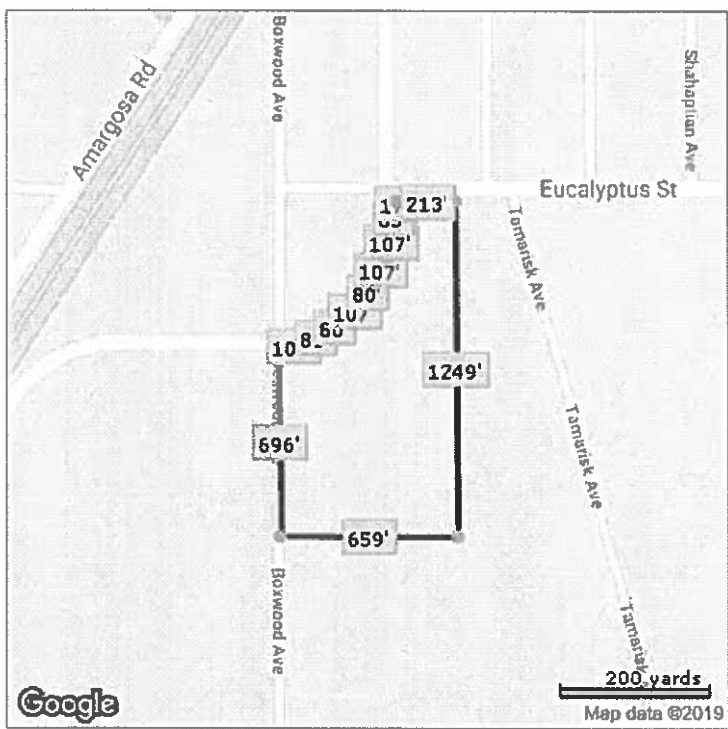
Days on Market: **370**

Last Market Sale & Sales History

Settle Date:	MLS: 01/25/2018		Owner Name:	Lovernich Randy J	
Recording Date	01/25/2018	10/21/2013	10/21/2013	10/21/2013	02/18/2005
Nominal	Y	Y	Y	Y	Y
Buyer Name	Lovernich Randy J	Lovernich Randy Unitrust	Lovernich Randy	Lovernich Randy	Lovernich Trust
Seller Name	Lovernich Darrell A	Lovernich Randy	Lovernich Mary	Lovernich Trust	Lovernich Mike & M Trust
Document Number	27388	456441	456440	456439	121821
Document Type	Interspousal Deed Transfer	Grant Deed	Grant Deed	Grant Deed	Grant Deed

Recording Date	01/22/2003
Nominal	Y
Buyer Name	Lovernich Mike & Mary Trust
Seller Name	Lovernich Mike
Document Number	39356
Document Type	Grant Deed

Property Map



*Lot Dimensions are Estimated

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 07/10/2019

CMA Report

Active & Pending Listings

Listings as of 9/15/2019 3:17:10 PM

Land

Active

Address	City	Map	Acre	SqFt	Date	\$/Acre	DOM/ CDOM	Orig Price	List Price
US Hwy. 395	Victorville		15.5000	15.5000ac	04/27/19	77419.35	141/141	1,500,000	1,200,000
Highway 395 Hwy	Victorville		20.0000	871200sf	06/29/19	72500.00	78/857	1,450,000	1,450,000
Mariposa Rd	Hesperia		11.7100	510087sf	02/07/19	128095.64	203/203	1,500,000	1,500,000
Mariposa Rd	Hesperia		7.6400	7.6400ac	02/05/19	217931.94	220/318	1,665,000	1,665,000
Bear Valley Rd	Victorville		8.6500	8.6500ac	04/26/19	202312.14	142/142	1,750,000	1,750,000
Bear Valley Rd	Victorville		7.5200	327571sf	12/05/17	292553.19	603/786	2,200,000	2,200,000
Highway 395	Adelanto		17.5200	17.5200ac	07/27/15	142694.06	1510/1510	2,150,000	2,500,000
Highway 395	Adelanto		23.4600	23.4600ac	07/09/15	127877.24	1528/1528	2,750,000	3,000,000
SW Balsam Rd	Victorville		9.4000	409464sf	04/20/17	340425.53	795/793	3,200,000	3,200,000
Listing Count	9	Averages	13.49			177978.79	580/698	2,018,333	2,051,667
				High	3,200,000		Low	1,200,000	Median 1,750,000

Pending

Address	City	Map	Acre	SqFt	Date	\$/Acre	DOM/ CDOM	Orig Price	List Price
Mariposa Rd	Hesperia		10.1400	441698sf	05/28/19	86291.91	999/999	2,700,000	875,000
Listing Count	1	Averages	10.14			86291.91	999/999	2,700,000	875,000
				High	875,000		Low	875,000	Median 875,000
Property Type Count	10	Averages	13.15			168810.1	622/728	2,086,500	1,934,000

Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 04/27/19 **Listing # 512661** **US Hwy. 395, Victorville, CA 92392** **Listing Price: \$1,200,000**
County: San Bernardino **Cross St: Luna**



[See Additional Pictures](#)

Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$77,419.36
APN	309643107	Lot Sq Ft (approx)	675180 ((Owner))
DOM/CDOM	141/141	Lot Acres (approx)	15.5000

Directions From I 15, exit Palmdale Rd. Victorville, West to US Highway 395 then Right (North) to the property on the East side of Hwy 395 at, and South of Luna Rd. Property is East & South of the Chevron Station.

Marketing Remark ***REDUCED DRASTICALLY FOR PROMPT SALE***NOW \$1.77 PSF***PRIME COMMERCIAL ACREAGE ON HIGHWAY 395-VICTORVILLE***LUNA VILLAGE***RETAIL PROJECT***15.5 +/- Acres with frontage on US Hwy. 395 at Luna Rd. behind and South of the new Chevron Gas Station. Many homes surround and HIGH Traffic counts on 395! Fully entitled land with a previously approved shopping center project. All engineering, reports, renderings, etc. can be included. Stated for major tenants and in an area with hundreds of homes and positioned for more growth as the economy recovers. Seller's are motivated and will look at all offerings. All utilities are at the site and ready for a major project. Signalized corner at Luna, with a new national branded gas station!! We have other great investment parcels available in the area.

Sales Type	Standard	Tract Number	0091.18
Thomas Guide	See Map of Record	Lot Dimensions	1250' x 560 approximately-See map
Topography	Level	Frontage	Paved/Asphalt
Road Access	Paved	Access Type	Public Access
View	Mountain, Desert	Lot Location Type	Standard Location
Zoning	Commercial	Zoned for Horses	No
MH Zoning	No	Mello-Roos Tax	No
Development Status	Site Planned (Verify all engineering/maps)	General Plan	Approved Retail Project
City/County	City	Miscellaneous	Other, Build to Suit
Water Meter Inst.	No	Utility Adjc to Site	Gas (Verify), Electric (Verify), Water (Verify), Telephone (Verify), Sewer (Verify)
Sewerage Type	Public Sewer	Sewer In?	No (Verify)
Sewer Connected?	No (Verify)	Sewer Paid?	Yes (Verify)
Water Type	Public	Solar Electric	No
Attached Garage	No	Detached Garage	No
RV Garage	No	Carport	No
Uncovered Parking	No		

Presented By:



Mathilde Kirkland

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 Secondary: 760-244-5464
 Other:
 Fax : 760-513-1260
 E-mail: mathilde7@aol.com

Shear Realty- BVR

Office Lic.: 00660706
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 760-244-5464
See our listings online:

September 2019

Web Page: <http://www.matildakirkland.shearrealty.com>

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U.S. Patent 6,910,045



Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 06/29/19 Listing # 514893 Highway 395 Hwy, Victorville, CA 92392 Listing Price: \$1,450,000
 County: San Bernardino Cross St: Hwy 395/Mesa



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$72,500.00
APN	3136351010000	Lot Sq Ft (approx)	871200 ((Assessor))
		Lot Acres (approx)	20.0000
DOM/CDOM	78/857		

Marketing Remark 20 acres zoned Commercial/Residential Excellent corner location contiguous to existing homes and a large tentative tract map development. Located off highway 395/ Mesa Street Just few blocks south of Bear Valley Road.

Sales Type	Standard	Tract Number	0
Lot Dimensions	UNK	Topography	Level
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Mountain
Lot Location Type	Standard Location	Zoning	Commercial
MH Zoning	No	Maximum Units	#1
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Other
Utility Adjc to Site	Gas (buyer to verify with city), Electric (buyer to verify with city), Water (buyer to verify with city), Telephone (buyer to verify with city), Sewer (buyer to verify with city)	Sewerage Type	None
Water Type	Public	Solar Electric	No
Attached Garage	No	Detached Garage	No
RV Garage	No	Carport	No
Uncovered Parking	No		

Presented By:



Mathilde Kirkland

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 Other:
 Fax : 760-513-1260
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 U.S. Patent 6,910,045



Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 02/07/19 **Listing # 509678** **Mariposa Rd, Hesperia, CA 92344** **Listing Price: \$1,500,000**
County: San Bernardino **Cross St: Joshua & Mesquite**



Property Type	Land	Property Subtype	Commercial
Area	California		
		Price/Acre	\$128,095.65
APN	3039351060000	Lot Sq Ft (approx)	510087 ((Assessor))
		Lot Acres (approx)	11.7100
DOM/CDOM	203/203		

Directions Just South of Mariposa an Joshua off the I-15

Marketing Remark Great Potential Level Property across freeway from Outpost fronting I-15 80,000 + cars a day visability also comes with apn 3039-351-03 for a total of 12.41 Acres.Zoned Fwy Corridor Specific Plan is Regional Commercial.Water an Electric across the street, buyer to Satisfy self of all utilities, zoning, suitability use. buyer is aware one of the Sellers is a CA Licensed Real Estate Broker

Sales Type	Standard	Tract Number	.
Lot Dimensions	Irregular	Topography	Level
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Mountain, Desert
Lot Location Type	Standard Location	Zoning	Commercial
MH Zoning	No	Mello-Roos Tax	No
Development Status	Raw Land	General Plan	Regional Commercial
City/County	City	Planned Unit Dev.	No
Miscellaneous	Other	Utility Adjc to Site	Electric (across street), Water (across street)
Sewerage Type	None	Water Type	Public
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:

Mathilde Kirkland

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U.S. Patent 6,910,045



Mariposa Rd, Hesperia, CA 92344, San Bernardino County



N/A	N/A	510,087	\$1,500,000	Active Listing
Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price	
N/A	N/A	VCNT LND-NE	02/07/2019	
Baths	Yr Built	Type	MLS List Date	

Owner Information

Owner Name:	Clark Arlene K -Est O	Tax Billing City & State:	Victorville, CA
Owner Name 2:	Vittorio Cavina	Tax Billing Zip:	92392
Tax Billing Address:	11674 Barker Rd	Tax Billing Zip+4:	2039

Location Information

School District:	Hesperia	Census Tract:	100.17
------------------	-----------------	---------------	---------------

Tax Information

APN :	3039-351-06-0000	Tax Area:	20124
Legal Description:	PTN S 1/2 SE 1/4 SEC 28 TP 4N R 5W LYING SELY OF STATE HWY EX THAT PTN LYING SELY OF NWLY LI OF THAT CERTAIN STRIP OF LAND CONVEYED TO STATE OF CALIF DESC AS FOLL BEG ON S LI OF SD SEC 28 DISTANT ALG SD S LI S 89 DEG 23 MIN 45 SECONDS W 351.61 FT FROM SE COR SD SEC TH N 34 DEG 53 MIN 27 SECONDS E 602.53 FT TO E LI SD SEC TH ALG SD E LI N 0 DEG 48 MIN 37 SECONDS W 113.10 FT TH S 34 DEG 53 MIN 27 SECONDS W 741.44 FT TO S LI SD SEC DISTANT ALG S LI S 89 DEG 23 MIN 45 SECONDS W 81.06 FT FROM THE POB TH ALG S LI N 89 DEG 23 MIN 45 SECONDS E 81.06 FT TO POB		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$297,000	\$275,000	\$275,000
Assessed Value - Land	\$297,000	\$275,000	\$275,000
YOY Assessed Change (\$)	\$22,000	\$0	
YOY Assessed Change (%)	8%	0%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$2,962		
2017	\$3,265	\$303	10.22%
2018	\$3,260	-\$5	-0.14%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$309.37
Mojave Wtr Bond Debt #2	\$151.25
Vv Comm College Measure Jj	\$49.77
Total Of Special Assessments	\$510.39

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	None
Lot Acres:	11.71	Topography:	Flat/Level
Lot Sq Ft:	510,087		

Estimated Value

Value As Of:	09/03/2019
--------------	-------------------

Listing Information

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/12/2019

Page 1 of 2

MLS Listing Number: **509678**
 MLS Status: **Active**
 MLS Area: **CALIFORNIA**
 Listing Date: **02/07/2019**

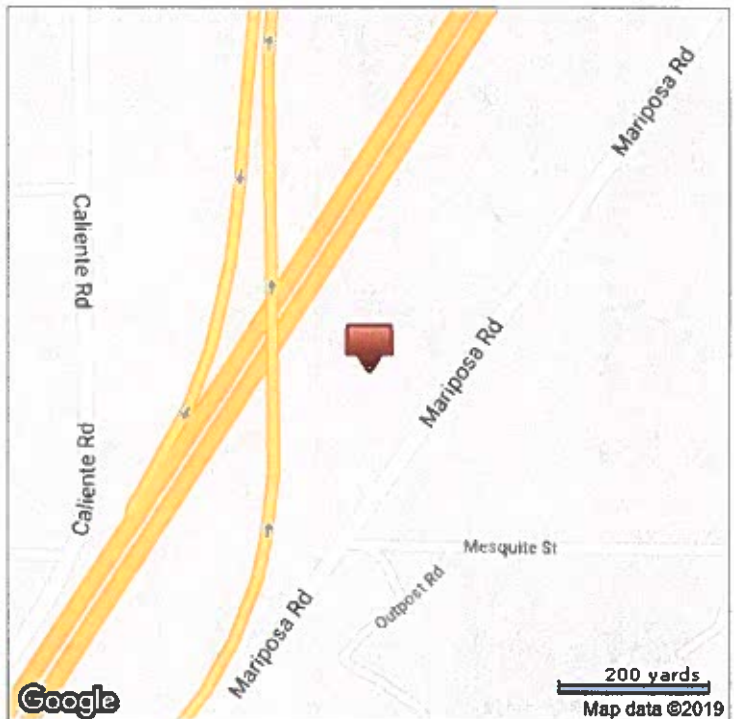
Days on Market: **193**
 Original Listing Price: **\$1,500,000**
 Listing Agent Name: **5036-Bobbi Gates**
 Listing Broker Name: **UNITED CALIFORNIA REALTY BVR**

Current Listing Price: **\$1,500,000**

Last Market Sale & Sales History

Owner Name:	Clark Arlene K -Est O	Owner Name 2:	Vittorio Cavina
Recording Date	11/18/2014	03/22/2005	04/11/1989
Sale Price			\$165,000
Nominal	Y	Y	
Buyer Name	Yuzuk T W & B L 2014 Trust	Cavina Vittorio & Agnes	Cavina Vittorio
Seller Name	Yuzuk Betty L	Cavina Vittorio	Hecox Summer
Document Number	441704	196907	211321
Document Type	Trustee's Deed(Transfer)	Grant Deed	Deed (Reg)

Property Map



*Lot Dimensions are Estimated

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/12/2019

Page 2 of 2

Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 02/05/19	Listing # 509586	Mariposa Rd, Hesperia, CA 92345	Listing Price: \$1,665,000
County: San Bernardino		Cross St: Maple	
	Property Type	Land	Property Subtype Commercial
	Area	California	
	APN	3072241190000	Price/Acre \$217,931.94
			Lot Sq Ft (approx) 332798 ((Other))
			Lot Acres (approx) 7.6400
DOM/CDOM	220/318		

See Additional Pictures

Marketing Remark The subject property provides an opportunity to invest in an favorably located piece of real estate. The site is currently unimproved but utilities do extend to the site. Mariposa Rd and Silica Rd meet just South of Bear Valley Rd, which sees daily traffic counts of up to 62,693 which is ideal for any business visibility and brand. That site is surrounded by thriving residential commercial companies and are ready to welcome in a new neighbor.

Sales Type	Standard	Tract Number	0
Lot Dimensions	verify	Topography	Level, Corner Lot
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Desert
Lot Location Type	Standard Location	Zoning	Commercial
MH Zoning	No	Maximum Units	#1
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Other
Utility Adjc to Site	None (buyer to verify)	Sewerage Type	Public Sewer
Sewer In?	No	Sewer Connected?	No
Sewer Paid?	No	Water Type	Public (Buyer to Verify)
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:



Mathilde Kirkland

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 Secondary: 760-244-5464
 Other:
 Fax : 760-513-1260
 E-mail: mathilde7@aol.com

Shear Realty- BVR

Office Lic.: 00660706
 15545 Bear Valley Rd
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U.S. Patent 6,910,045



3072-241-19-0000, CA, San Bernardino County

Mariposa

7.63 Acres



N/A	N/A	332,609	\$1,665,000
Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price
N/A	N/A	VCNT LND-NE	02/05/2019
Baths	Yr Built	Type	MLS List Date

Active Listing

Owner Information

Owner Name:	Lin & Lee Holdings LLC	Tax Billing Zip:	90408
Tax Billing Address:	Po Box 3697	Tax Billing Zip+4:	3697
Tax Billing City & State:	Santa Monica, CA		

Location Information

School District: **Hesperia**

Tax Information

APN :	3072-241-19-0000	Lot Number:	1
Tax Area:	20072		
Legal Description:	THAT PORTION OF GOVERNMENT LOTS 1 AND 2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 5 WEST SAN BERNARDINO MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLS BEG AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARIPOSA ROAD A 66.00 FOOT WIDE STREET AND WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 31 DEG 53 MIN 59 SECONDS EAST 635.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 31 DEG 53 MIN 59 SECONDS EAST 858.01 FEET TO THE BEGINNING OF A TANGENT 617.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7 DEG 53 MIN 59 SECONDS A DISTANCE OF 85.00 FEET; THENCE NORTH 39 DEG 49 MIN		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$694,291	\$680,677	\$667,330
Assessed Value - Land	\$694,291	\$680,677	\$667,330
YOY Assessed Change (\$)	\$13,614	\$13,347	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$7,782		
2017	\$7,954	\$171	2.2%
2018	\$8,100	\$147	1.85%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$765.76
Mojave Wtr Bond Debt #2	\$374.37
Vv Comm College Measure Jj	\$123.20
Hesp Park-Land/Light #1	\$30.30
Total Of Special Assessments	\$1,293.63

Characteristics

County Use Code:	Vacant Land	Lot Sq Ft:	332,609
Universal Land Use :	Vacant Land (NEC)	Topography:	Flat/Level
Lot Acres:	7.636		

Estimated Value

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/15/2019

Page 1 of 2

Value As Of: **09/03/2019**

Listing Information

MLS Listing Number:	509586	Days on Market:	213
MLS Status:	Active	Original Listing Price:	\$1,665,000
MLS Area:	CALIFORNIA	Listing Agent Name:	10432-Jeremy G Schmidt
Listing Date:	02/05/2019	Listing Broker Name:	KURSCH GROUP, INC.
Current Listing Price:	\$1,665,000		

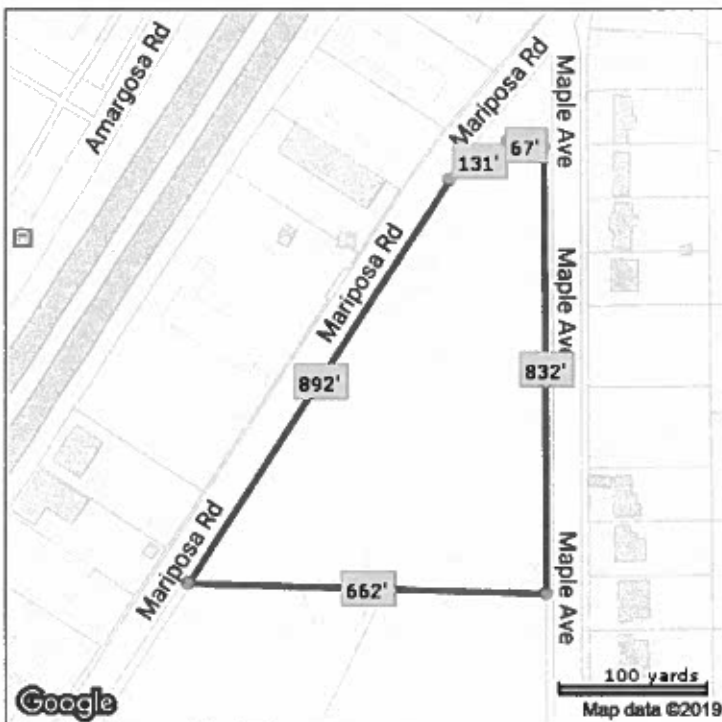
MLS Listing #	506671	379953
MLS Status	Expired	Sold
MLS Listing Date	10/29/2018	10/15/2009
MLS Orig Listing Price	\$1,665,000	\$665,000
MLS Listing Price	\$1,665,000	\$665,000
MLS Close Date		12/22/2009
MLS Listing Close Price	\$0	\$600,000

Last Market Sale & Sales History

Recording Date:	12/15/2009	Deed Type:	Grant Deed
Settle Date:	12/09/2009	Owner Name:	Lin & Lee Holdings LLC
Sale Price:	\$600,000	Seller:	First Citizens Bk & Trust
Document Number:	554786		

Recording Date	04/12/2010	12/15/2009	12/15/2009
Sale Price		\$600,000	
Nominal	Y		Y
Buyer Name	Lin & Lee Holdings LLC	Lin Jen F & Hong Y L	First Citizens Bk & Trust Co
Seller Name	Lin Jen F & Hong Y L	First Citizens Bk & Trust	Temecula Valley Bank Ca
Document Number	140538	554786	554785
Document Type	Grant Deed	Grant Deed	Grant Deed

Property Map



*Lot Dimensions are Estimated



Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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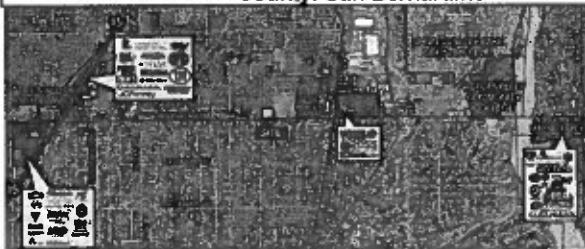
Property Detail

Generated on 09/15/2019

Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 04/26/19 **Listing # 512634** **Bear Valley Rd, Victorville, CA 92395** **Listing Price: \$1,750,000**
County: San Bernardino **Cross St: 3rd**



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$202,312.14
APN	309135101	Lot Sq Ft (approx)	376794 ((Other))
DOM/CDOM	142/142	Lot Acres (approx)	8.6500

Marketing Remark This 8.65-acre site is located between 24 Hour Fitness and Desert Valley Hospital on Bear Valley Road in Hesperia, CA. The Site is less than 2.5 miles away from Interstate-15. 630 feet of frontage on Bear Valley Rd, Major East/West Corridor in the High Desert. Property is zoned C2-T (General Commercial Transitional).

Sales Type	Standard	Tract Number	0000
Lot Dimensions	◆8.65 acres	Topography	Level (Buyer to Verify)
Frontage	Paved/Asphalt (Buyer to Verify)	Road Access	Paved (Buyer to Verify)
Access Type	Public Access	View	Mountain (Buyer to Verify), Valley (Buyer to Verify), Desert (Buyer to Verify)
Lot Location Type	Standard Location	Zoning	CG General Commrc (Buyer to Verify)
MH Zoning	No	Mello-Roos Tax	No
Development Status	Raw Land (Buyer to Verify)	City/County	City
Miscellaneous	Other (Buyer to Verify)	Utility Adjc to Site	Gas (Buyer to Verify), Electric (Buyer to Verify), Water (Buyer to Verify), Sewer (Buyer to Verify)
Sewerage Type	None	Water Type	Public (Buyer to Verify)
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:



Mathilde Kirkland

Lic: 00948195
 Primary: 760-964-3186
 Secondary: 760-244-5464
 Other:
 Fax : 760-513-1260
 E-mail: mathilde7@aol.com

Shear Realty- BVR

Office Lic.: 00660706
 15545 Bear Valley Rd
 Hesperia, CA 92345
 760-244-5464
See our listings online:

September 2019

Web Page: <http://www.matildakirkland.shearrealty.com>

<http://www.shearrealty.com>

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 U.S. Patent 6,910,045



Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 12/05/17 **Listing # 493199** **Bear Valley Rd, Victorville, CA 92392** **Listing Price: \$2,200,000**
County: San Bernardino **Cross St: Cobalt**



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$292,553.19
APN	3095012190000	Lot Sq Ft (approx)	327571 ((Other))
DOM/CDOM	603/786	Lot Acres (approx)	7.5200

See Additional Pictures

Directions On Bear Valley Road Approx. 1.5 miles west of I-15 or 1.5 mile east of 395. On north west corner of Cobalt and Bear Valley Road

Marketing Remark Prime Bear Valley Road opportunity, Excellent Visibility. 400+feet on Bear Valley road and 640 feet frontage on Cobalt. Large affluent Residential Neighborhood. In-between numerous newer/larger built houses. Flat Corner land ready for development. Zoned C-2 and general commercial. For sale also for Short/Long Term Ground Lease. (Partnership Dissolution, 4partners)

Sales Type	Standard	Tract Number	95
Lot Number	#19	Lot Dimensions	400 x 640
Topography	Level, Corner Lot	Frontage	Paved/Asphalt
Road Access	Paved	Access Type	Public Access
View	City	Lot Location Type	Standard Location
Zoning	Commercial	Zoned for Horses	No (Check with the city.)
MH Zoning	No	Maximum Units	#10
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Will Lease
Water Meter Inst.	No	Utility Adjc to Site	Gas, Electric, Water, Telephone, Underground Utis. (Check with the city)
Sewerage Type	Septic Tank	Water Type	Public
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:



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Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 07/27/15 **Listing # 460674** **Highway 395, Adelanto, CA 92301** **Listing Price: \$2,500,000**
County: San Bernardino **Cross St: Primrose St**



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$142,694.06
APN	312822105	Lot Sq Ft (approx)	763171 ((Other))
		Lot Acres (approx)	17.5200
DOM/CDOM	1510/1510		

[See Additional Pictures](#)

Directions Take I-15 N and exit Highway 395 toward Adelanto. Exit Adelanto Rd. Property is on the left, just before Maverick Stadium.

Marketing Remark 17.52 acres vacant land situated directly on Highway 395 in Adelanto, offering over 1,3000 SF of frontage. Location provides amazing average daily traffic counts, as well as easy access through highway visibility. Property is just south of Air Expressway & north of Highway 18/ Palmdale Road, and giving direct access to the I-15 Freeway and surrounding cities. Adjacent to the Maverick Stadium and within close proximity to Southern California Logistics Airport, catering to over 3,000 employees, with FedEx, Rubbermaid, Dr. Pepper/Snapple, plasitpak, M&M, and GE onsite. Amazing Real Estate opportunity with in the high desert. Subject parcels are zoned MU (Mixed Use).

Sales Type	Standard	Tract Number	221
Lot Number	#5	Thomas Guide	Primrose St
Lot Dimensions	17.53 Acres	Topography	Gentle (Buyer to Verify)
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Desert (Buyer to Verify)
Lot Location Type	Other	Zoning	Commercial
MH Zoning	No	Maximum Units	#300 (Buyer to Verify)
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Other (Buyer to Verify)
Utility Adjc to Site	Gas (Buyer to Verify), Electric (Buyer to Verify), Water (Buyer to Verify), Sewer (Buyer to Verify)	Sewerage Type	None
Water Type	Public	Solar Electric	No
Attached Garage	No	Detached Garage	No
RV Garage	No	Carport	No
Uncovered Parking	No		

Presented By:



Mathilde Kirkland

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U.S. Patent 6,910,045



Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 07/09/15 **Listing # 459892** **Highway 395, Adelanto, CA 92301** **Listing Price: \$3,000,000**
County: San Bernardino **Cross St: Adelanto Rd**



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$127,877.24
APN	312822105	Lot Sq Ft (approx)	1021918 ((Other))
DOM/CDOM	1528/1528	Lot Acres (approx)	23.4600

[See Additional Pictures](#)

Directions Take I-15 N and exit Highway 395 toward Adelanto. Exit Adelanto Rd. Property is on the left, just before Maverick Stadium.

Marketing Remark +/- 23.46 acres of commercial land situated directly on Highway 395 and Adelanto Rd in Adelanto, offering over 2,000 SF of frontage, consisting of 4 parcels. Location provides amazing average daily traffic counts, as well as easy access through highway visibility. Property is just south of Air Expressway & North of Highway 18/ Palmdale Road, giving direct access to the I-15 Freeway and surrounding cities. Adjacent to the Heritage Park Stadium and within close proximity to Southern California Logistics Airport, catering to over 3,000 employees, with FedEx, Rubbermaid, Dr. Pepper/Seven Up, plasitpak, M&M, and GE onsite. Amazing Real Estate opportunity with in the high desert. Subject parcels are zoned MU (Mixed Use).

Sales Type	Standard	Tract Number	221
Lot Number	#5 (Property Consists of 5 Vacant Pacels)	Thomas Guide	Adelanto Rd
Lot Dimensions	23.46 Acres, 4 Vacant Parcels	Topography	Gentle (Buyer to Verify)
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Desert (Buyer to Verify)
Lot Location Type	Other	Zoning	Commercial (Mixed Use)
MH Zoning	No	Maximum Units	#200 (Buyer to Verify)
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Other (Buyer to Verify)
Utility Adjc to Site	Gas (Buyer to Verify), Electric (Buyer to Verify), Water (Buyer to Verify), Sewer (Buyer to Verify)	Sewerage Type	Public Sewer
Sewer In?	No (Buyer to Verify)	Sewer Connected?	No (Buyer to Verify)
Sewer Paid?	No (Buyer to Verify)	Water Type	Public
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:



Mathilde Kirkland

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 Secondary: 760-244-5464
 Other:
 Fax : 760-513-1260
 E-mail: mathilde7@aol.com

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Web Page: <http://www.matildakirkland.shearrealty.com>

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U.S. Patent 6,910,045



Client Detail Report

Listings as of 09/15/19 at 3:16pm

Active 04/20/17 Listing # 484444 SW Balsam Rd, Victorville, CA 92392 Listing Price: \$3,200,000
 County: San Bernardino Cross St: Huerta



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$340,425.53
APN	3093271070000	Lot Sq Ft (approx)	409464 ((Assessor))
DOM/CDOM	795/793	Lot Acres (approx)	9.4000

See Additional Pictures

Directions From Bear Valley Rd, north on Balsam St. South west corner of Balsam Road and Huerta street. There is a sign on the property.
Marketing Remark Prime Commercial Corner Land, only one short block north of Bear Valley Road in Victorville. Flat corner lot. Ready for immediate development. Less than 1 mile from interstate 15 On/Off ramp. Central location between Victorville and Hesperia. Quadrant in shape and approximate 630 feet on Balsam road. 2-3 minutes walking distant to Home Depot. Zoned general Commercial. Excellent for Neighborhood shopping center, Medical, industrial park, Chain Grocery Store, Hotel, Motel, Hospital, etc. Also available for long/short term ground lease. Build to suit available.

Sales Type	Standard	Tract Number	07
Lot Dimensions	630 X 649	Topography	Level, Corner Lot
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	City
Lot Location Type	Standard Location	Zoning	Commercial
Zoned for Horses	No (Check with the city)	MH Zoning	No (Check with the city)
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Curb, Sidewalk, Build to Suit, Will Lease (long term ground lease is available)
Water Meter Inst.	No	Utility Adjc to Site	Gas (check with the city), Electric (check with the city), Water (check with the city), Telephone (check with the city), Sewer (check with the city), Cable (check with the city)
Sewerage Type	None	Water Type	Public (check with the city)
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By: 	Mathilde Kirkland	Shear Realty- BVR
	Lic: 00948195 Primary: 760-964-3186 Secondary: 760-244-5464 Other: Fax : 760-513-1260 E-mail: mathilde7@aol.com Web Page: http://www.mathildakirkland.shearrealty.com	Office Lic.: 00660706 15545 Bear Valley Rd Hesperia, CA 92345 760-244-5464 See our listings online: http://www.shearrealty.com

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Active

maniposa 20.59




909-989-7771
M-F 8:30 - (Sun)

Next to subject

Client Detail Report

Listings as of 09/15/19 at 3:16pm

Pending 05/28/19 Listing # 476263 Mariposa Rd, Hesperia, CA 92344 Listing Price: \$875,000
 County: San Bernardino Cross St: Oak Hill

	Property Type	Land	Property Subtype	Commercial
	Area	California	Price/Acre	\$86,291.91
	APN	0357305020000	Lot Sq Ft (approx)	441698 ((Owner))
			Lot Acres (approx)	10.1400
	DOM/CDOM	999/999		

See Additional Pictures

Directions I-15 to Oak Hill exit. East side of freeway with approx. 350 feet of frontage on Mariposa.

Marketing Remark This 10.14 Ac parcel is zoned regional commercial. Property is located facing busy I-15 freeway at Oak Hills exit. Ideal for commercial center, hotel, etc. Just north and opposite side of freeway is High Desert Gateway center featuring Target, Ross, Marshals, Chase Bank and numerous restaurants. Approximately 1 mile north is new Ranchero-I 15 Interchange with many approved projects.

Sales Type	Standard	Tract Number	0
Lot Dimensions	irreg	Topography	Combo/Varies
Frontage	Paved/Asphalt	Road Access	Paved
Access Type	Public Access	View	Mountain, City
Lot Location Type	Standard Location	Zoning	Commercial (Regional commercial)
Zoned for Horses	No	MH Zoning	No
Mello-Roos Tax	No	Development Status	Raw Land
General Plan	Regional Commercial	City/County	City
Miscellaneous	Other	Utility Adjc to Site	Electric (Buyer to verify), Water (Buyer to verify), Telephone (Buyer to verify)
Sewerage Type	None	Water Type	Public
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No	Uncovered Parking	No

Presented By:



Mathilde Kirkland

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 Secondary: 760-244-5464
 Other:
 Fax: 760-513-1260
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U.S. Patent 6,910,045



10.14 Acres



N/A	N/A	441,698	\$875,000
Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price
N/A	N/A	VCNT LND-NE	09/01/2016
Baths	Yr Built	Type	MLS List Date

Pending Listing

Owner Information

Owner Name:	Akers Enterprises Limited Partnershi PS	Tax Billing Zip:	57709
Tax Billing Address:	Po Box 8086	Tax Billing Zip+4:	8086
Tax Billing City & State:	Rapid City, SD		

Location Information

School District:	Hesperia
------------------	-----------------

Tax Information

APN :	0357-305-02-0000	Tax Area:	20121
Legal Description:	PTN SW 1/4 SEC 8 TP 3N R 5W LYING SELY OF MARIPOSA RD 100 FT WIDE BEG AT INTERSECTION W LI SEC 8 WITH SELY LI MARIPOSA RD TH NELY ALG SD SELY LI AND A CURVE CONCAVE NWLY RAD 1050 FT FROM TANGENT BEARING N 55 DEG 19 MIN 57 SECONDS E THRU C/A 19 DEG 55 MIN 05 SECONDS A DISTANCE OF 365.02 FT TO TRUE POB TH S 54 DEG 35 MIN 08 SECONDS E 220.00 FT TH S 0 DEG 16 MIN 39 SECONDS E 471.98 FT TH N 89 DEG 50 MIN 45 SECONDS E 451.14 FT TO W LI E 1722.06 FT MEAS ALG N LI SD SW 1/4 TH N 0 DEG 16 MIN 39 SECONDS W 899.91 FT TO N LI SD SW 1/4 TH N 89 DEG 38 MIN 07 SECONDS W ALG SD N LI 426.88 FT TO SD SELY LI MARIPOSA RD SD PT ON TANGENT CURVE CONCAVE NWLY WITH RAD 1050 FT TH SWLY ALG SELY LI MARIPOSA RD AND SD CURVE TANGENT BEARING S 32 DEG 57 MIN 26 SECOND		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$437,548	\$428,969	\$420,558
Assessed Value - Land	\$437,548	\$428,969	\$420,558
YOY Assessed Change (\$)	\$8,579	\$8,411	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$4,885		
2017	\$4,993	\$108	2.21%
2018	\$5,086	\$93	1.85%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$482.59
Mojave Wtr Bond Debt #2	\$235.93
Vv Comm College Measure Jj	\$77.64
Total Of Special Assessments	\$796.16

Characteristics

County Use Code:	Vacant Land	Lot Acres:	10.14
Universal Land Use :	Vacant Land (NEC)	Lot Sq Ft:	441,698

Estimated Value

Value As Of:	09/03/2019
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Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/12/2019

Page 1 of 2

Listing Information

MLS Listing Number: **476263**
MLS Status: **Pending**
MLS Area: **CALIFORNIA**
Listing Date: **09/01/2016**
Current Listing Price: **\$875,000**

Days on Market: **999**
Original Listing Price: **\$2,700,000**
Listing Agent Name: **6328-Forrest W Powles**
Listing Broker Name: **OAK HILLS REALTY**

Last Market Sale & Sales History

Owner Name: **Akers Enterprises Limited Partnershi PS**

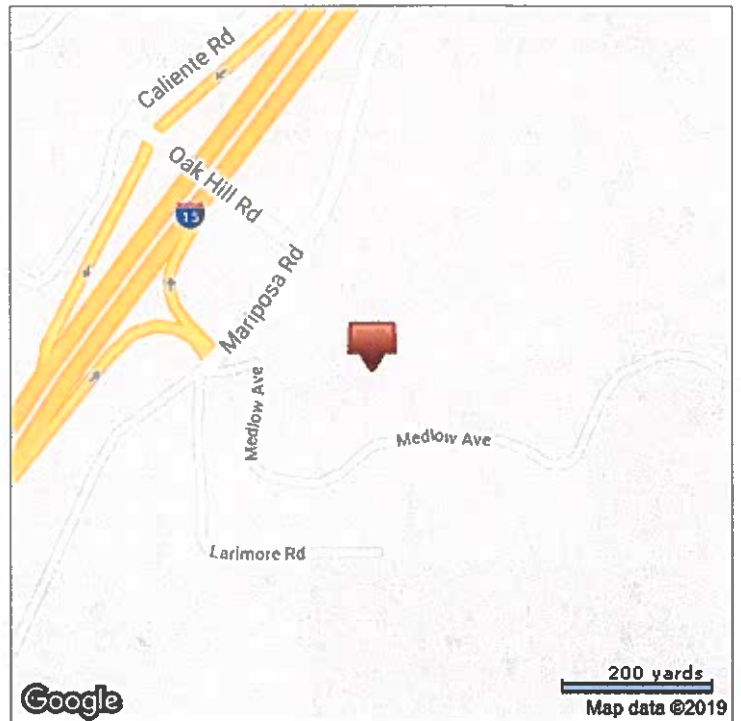
Foreclosure History

Document Type: Lis Pendens
Foreclosure Filing Date: 08/07/2019
Recording Date: 08/15/2019
Document Number: 279270
Lien Type: Other

Property Map



*Lot Dimensions are Estimated



Client Detail Report

Listings as of 09/14/19 at 4:33pm

Sold 05/28/19 Listing # 460116 Bear Valley Rd, Hesperia, CA 92345 Listing Price: \$2,875,000
 County: San Bernardino Cross St: Mojave Fish Hatchery



Property Type	Land	Property Subtype	Commercial
Area	California	Price/Acre	\$264,078.50
APN	039901124	Lot Sq Ft (approx)	510523 ((Other))
DOM/CDOM	493/493	Lot Acres (approx)	11.7200

See Additional Pictures

Directions I-15 North. Exit Bear Valley Road - go East. Property is on the south side at Fish Hatchery Road.

Marketing Remark 11.72 Acres Vacant land on Bear Valley Road at Fish Hatchery Road, with over 750 feet of frontage on the signalized corner Bear Valley Road. Located directly across from Victor Valley Community College and Jess Ranch Marketplace - with national tenants such as Best Buy, Target, 24 Hour Fitness, Burlington Coat Factor, Dress Barn, Kirklands and many more. As well as in close proximity to Spring Valley Lake and the planned Walmart Shopping Center. Property offers exceptional visibility with Average daily Traffic Counts over 48,000. Subject parcel is zoned General Commercial, with All Utilities Available!

Selling Price \$3,095,000

Selling Date 05/28/19
 SP % LP 107.65

Pending Date 06/29/18

Sales Type	Standard	Tract Number	011
Lot Number	#24	Thomas Guide	Mojave Fish Hatchery
Lot Dimensions	11.72 Acres	Topography	Gentle (Buyer to Verify)
Frontage	Paved/Asphalt (Buyer to Verify)	Road Access	Paved
Access Type	Public Access	View	City (Buyer to Verify), Valley (Buyer to Verify), Desert (Buyer to Verify)
Lot Location Type	Other	Zoning	CG General Commrcl
MH Zoning	No	Maximum Units	#10 (Buyer to Verify)
Mello-Roos Tax	No	Development Status	Raw Land
City/County	City	Miscellaneous	Other (Buyer to Verify)
Utility Adjc to Site	Gas (Buyer to Verify), Electric (Buyer to Verify), Water (Buyer to Verify), Sewer (Buyer to Verify)	Sewerage Type	Public Sewer
Sewer In?	No (Buyer to Verify)	Sewer Connected?	No (Buyer to Verify)
Sewer Paid?	No (Buyer to Verify)	Water Type	Public
Solar Electric	No	Attached Garage	No
Detached Garage	No	RV Garage	No
Carport	No		

Presented By:



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 Secondary: 760-244-5464
 Other:
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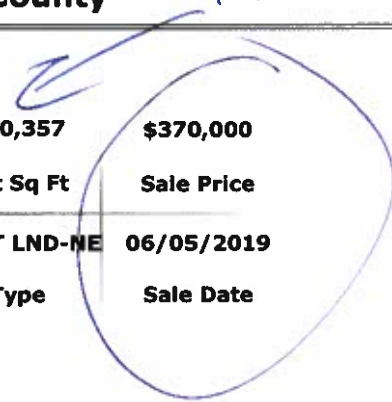


Hwy 395, Hesperia, CA 92345, San Bernardino County

4.36 Acres



N/A	N/A	190,357	\$370,000
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	VCNT LND-NE	06/05/2019
Baths	Yr Built	Type	Sale Date



Owner Information

Owner Name:	Sangha Varinder P	Tax Billing Zip:	92860
Tax Billing Address:	299 Cross Rail Ln	Tax Billing Zip+4:	3944
Tax Billing City & State:	Norco, CA	Owner Vesting:	Widow

Location Information

School District:	Snowline Phelan	Census Tract:	100.19
------------------	------------------------	---------------	---------------

Tax Information

APN :	3064-371-12-0000	Tax Area:	20119
Legal Description:	PARCEL MAP 7875 PARCEL 4		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$406,300	\$376,200	\$342,000
Assessed Value - Land	\$406,300	\$376,200	\$342,000
YOY Assessed Change (\$)	\$30,100	\$34,200	
YOY Assessed Change (%)	8%	10%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$3,377		
2017	\$4,061	\$684	20.24%
2018	\$4,460	\$400	9.84%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$423.22
Mojave Wtr Bond Debt #2	\$206.91
Vv Comm College Measure Jj	\$68.09
Total Of Special Assessments	\$698.22

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	None
Lot Acres:	4.37	Topography:	Flat/Level
Lot Sq Ft:	190,357		

Estimated Value

Value As Of:	09/03/2019
--------------	-------------------

Listing Information

MLS Listing Number:	509291	Original Listing Price:	\$399,900
MLS Status:	Sold	Listing Agent Name:	10485-Karen A Copeland
MLS Area:	CALIFORNIA	Listing Broker Name:	MGR REAL ESTATE, INC
Listing Date:	01/28/2019	Selling Agent Name:	4669-Dino De Fazio
Current Listing Price:	\$399,900	Selling Broker Name:	ARTISAN REAL ESTATE

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/15/2019

Page 1 of 2

Days on Market: **102**

MLS Listing #	490748	288625
MLS Status	Expired	Sold
MLS Listing Date	09/21/2017	12/28/2005
MLS Orig Listing Price	\$489,900	\$700,000
MLS Listing Price	\$489,900	\$700,000
MLS Close Date		03/14/2006
MLS Listing Close Price	\$0	\$675,000

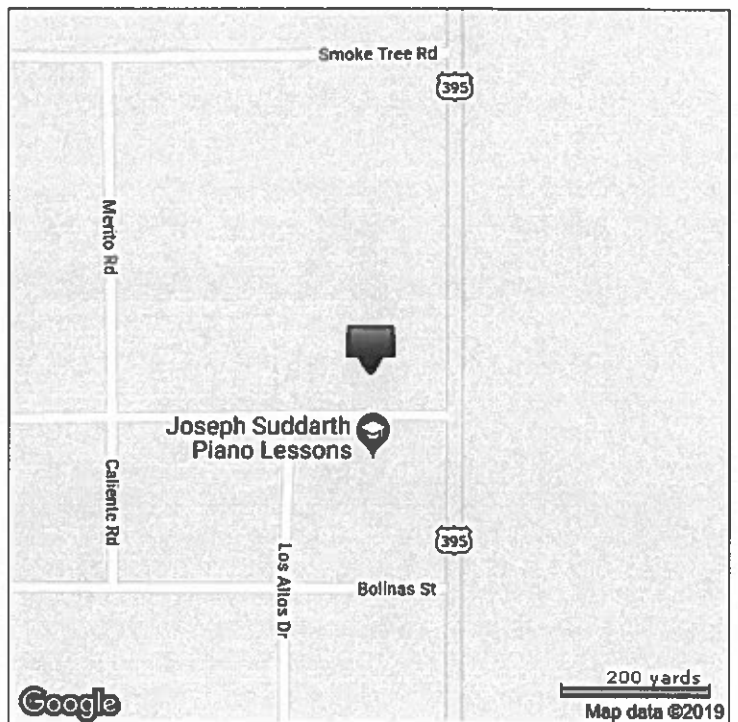
Last Market Sale & Sales History

Recording Date:	06/28/2019	Deed Type:	Grant Deed		
Settle Date:	Tax: 06/05/2019 MLS: 06/27/2019	Owner Name:	Sangha Varinder P		
Sale Price:	\$370,000	Seller:	Yang Xuguang		
Document Number:	214610				
Recording Date	06/28/2019	10/29/2013	10/11/2011	03/02/2006	08/07/2002
Sale Price	\$370,000				
Nominal		Y	Y		Y
Buyer Name	Sangha Varinder P	Yang Xuguang	Semisphere Investment LLC	Yang Xuguang	Shahin Suhayla Trust
Seller Name	Yang Xuguang	Semisphere Investment LLC	Yang Xuquang	Shahin Suhayla Trust	Shahin Suhayla
Document Number	214610	467098	424707	143077	414370
Document Type	Grant Deed	Quit Claim Deed	Quit Claim Deed	Grant Deed	Grant Deed

Mortgage History

Mortgage Date	06/28/2019
Mortgage Amount	\$200,000
Mortgage Code	Private Party Lender

Property Map



*Lot Dimensions are Estimated

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

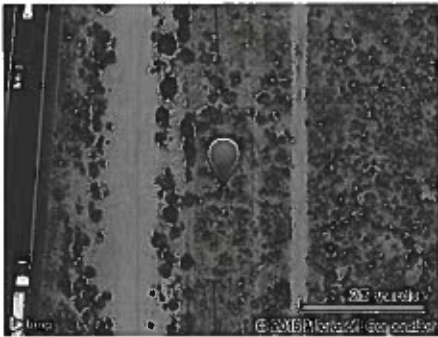
Generated on 09/15/2019

Page 2 of 2

Sale 6-19-2018

Hwy 395, Hesperia, CA 92345, San Bernardino County

8.61 Acres



N/A	N/A	375,487	\$1,250,000	Expired Listing
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price	
N/A	N/A	VCNT LND-NE	05/25/2018	
Baths	Yr Built	Type	Sale Date	

Owner Information

Owner Name:	Pipeline Petroleum Banning LLC	Tax Billing City & State:	Banning, CA
Owner Name 2:	International Eastern Co LLC	Tax Billing Zip:	92220
Tax Billing Address:	780 E Ramsey St	Tax Billing Zip+4:	4852

Location Information

School District:	Snowline Phelan	Census Tract:	100.19
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Tax Information

APN :	3064-401-06-0000	Tax Area:	20119
Legal Description:	N 1/2 S 1/2 SE 1/4 SE 1/4 SEC 16 TP 4N R 5W EX HWY		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$1,275,000	\$309,892	\$303,816
Assessed Value - Land	\$1,275,000	\$309,892	\$303,816
YOY Assessed Change (\$)	\$965,108	\$6,076	
YOY Assessed Change (%)	311.43%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$3,529		
2017	\$3,607	\$78	2.21%
2018	\$3,674	\$67	1.85%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$348.62
Mojave Wtr Bond Debt #2	\$170.44
Vv Comm College Measure Jj	\$56.09
Total Of Special Assessments	\$575.15

Characteristics

County Use Code:	Vacant Land	Water:	None
Universal Land Use :	Vacant Land (NEC)	Sewer:	None
Lot Acres:	8.62	Topography:	Flat/Level
Lot Sq Ft:	375,487		

Estimated Value

Value As Of:	09/03/2019
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Listing Information

MLS Listing Number:	273552	Days on Market:	465
MLS Status:	Expired	Original Listing Price:	\$13,322,390
MLS Area:	CALIFORNIA	Listing Agent Name:	11742-Bill O Jensen Jr.
Listing Date:	05/06/2005	Listing Broker Name:	KEY WEST INTERNATIONAL R E INV

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Property Detail

Generated on 09/15/2019

Page 1 of 3

Current Listing Price: **\$13,322,390**

Last Market Sale & Sales History

Recording Date:	06/19/2018	Owner Name:	Pipeline Petroleum Banning LLC
Settle Date:	05/25/2018	Owner Name 2:	International Eastern Co LLC
Sale Price:	\$1,250,000	Seller:	Glendale East LLC
Document Number:	221849	Lender:	Private Individual
Deed Type:	Grant Deed		

Recording Date	06/19/2018	05/20/2004	12/16/1997	12/16/1997	12/16/1997
Sale Price	\$1,250,000				\$84,000
Nominal					
Buyer Name	Pipeline Petroleum Banning LLC	Glendale East LLC	Logue Charles G & Candy S	Logue Charles G & Candy S	Logue Charles G & Candy Slaton
Seller Name	Glendale East LLC	Logue Charles G & Candy S	Peterson Eric J & Margo	Peterson Eric J & Margo	Peterson Roger
Document Number	221849	354018	461375	461374	461373
Document Type	Grant Deed	Individual Grant Deed	Grant Deed	Grant Deed	Grant Deed

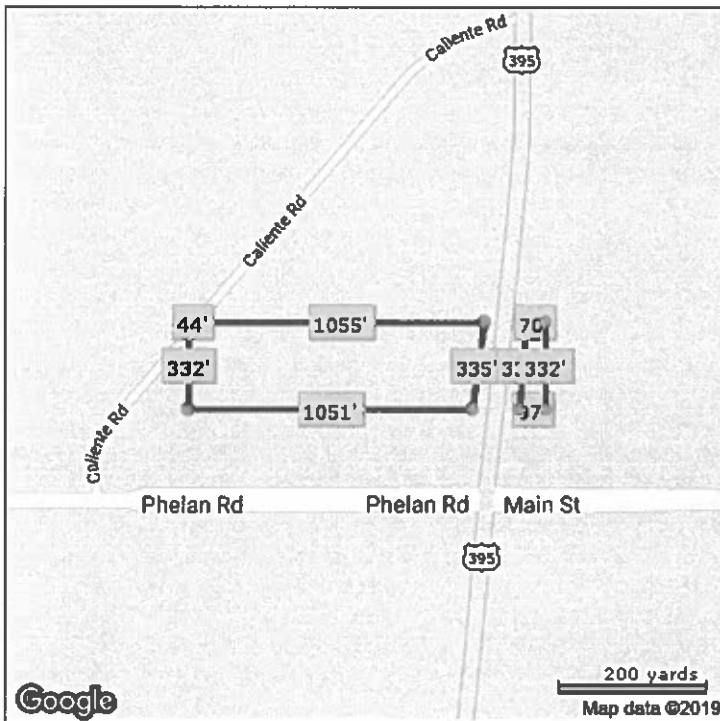
Recording Date	10/02/1997	12/04/1996	04/19/1995
Sale Price			
Nominal	Y	Y	Y
Buyer Name	Peterson Roger	Peterson Vernon B & Sharon	Peterson Roger & Judith
Seller Name	Peterson Alyce J Trust (Trust A)	Peterson Sharon	Peterson Eric & Margo
Document Number	362786	445947	122433
Document Type	Quit Claim Deed	Deed	Gift Deed

Mortgage History

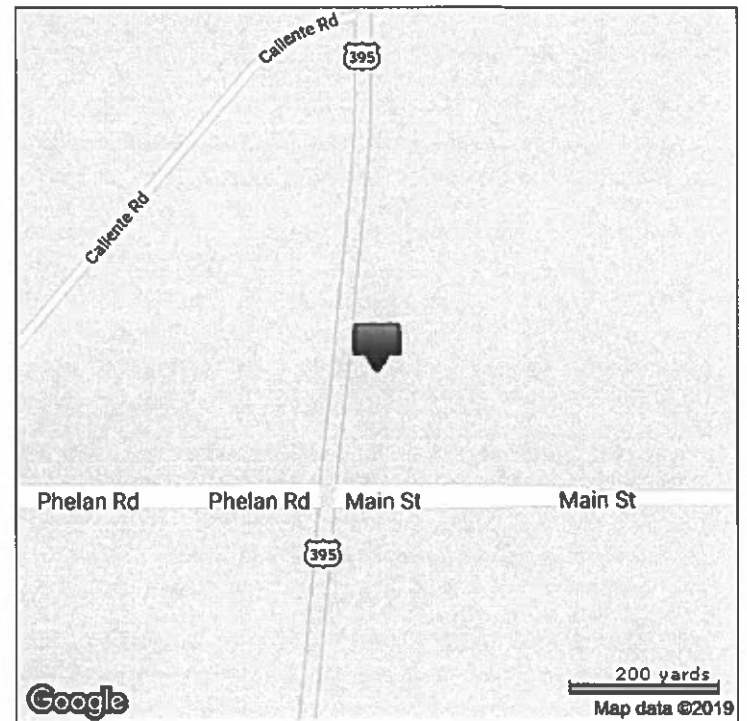
Mortgage Date	06/19/2018
Mortgage Amount	\$600,000
Mortgage Lender	Private Individual
Mortgage Code	Private Party Lender



Property Map



*Lot Dimensions are Estimated



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Property Detail

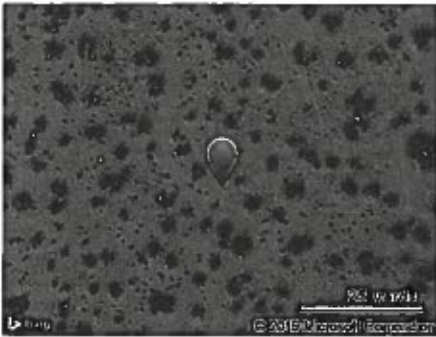
Generated on 09/15/2019

Page 3 of 3

Hwy 395, Adelanto, CA 92301, San Bernardino County

Sale

27.86 Acres



N/A	N/A	1,213,973	\$2,127,000	Expired Listing
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price	
N/A	N/A	VCNT LND-NE	07/31/2018	
Baths	Yr Built	Type	Sale Date	

Owner Information

Owner Name:	Ecosave Land LLC	Tax Billing Zip:	91010
Tax Billing Address:	1830 Flower Ave	Tax Billing Zip+4:	2931
Tax Billing City & State:	Duarte, CA		

Location Information

School District:	Victor Vly Un	Census Tract:	91.17
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Tax Information

APN :	3135-201-17-0000	Tax Area:	14049
Legal Description:	PARCEL MAP 18771 PARCEL 14 BOOK 228 PAGE 90		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$2,126,817	\$3,780,000	\$3,600,000
Assessed Value - Land	\$2,126,817	\$3,780,000	\$3,600,000
YOY Assessed Change (\$)	-\$1,653,183	\$180,000	
YOY Assessed Change (%)	-43.74%	5%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$51,386		
2017	\$51,364	-\$22	-0.04%
2018	\$54,295	\$2,931	5.71%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$4,252.50
Adelanto Elementary Bond	\$3,666.60
Victor High School Bond	\$3,621.24
Mojave Wtr Bond Debt #2	\$2,079.00
Adelanto Water Stdbly	\$1,435.35
Adelanto Sewer Stdbly	\$756.40
Vv Comm College Measure Jj	\$684.18
Total Of Special Assessments	\$16,495.27

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	Public Service
Lot Acres:	27.869	Topography:	Flat/Level
Lot Sq Ft:	1,213,973		

Estimated Value

Value As Of:	09/03/2019
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Listing Information

MLS Listing Number:	447374	Days on Market:	1,523
MLS Status:	Expired	Original Listing Price:	\$48,000,000

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

MLS Area: **CALIFORNIA**
 Listing Date: **09/04/2014**
 Current Listing Price: **\$2,700,000**

Listing Agent Name: **13721-Bruce D Kallen**
 Listing Broker Name: **SHEAR REALTY- VICTORVILLE**

Last Market Sale & Sales History

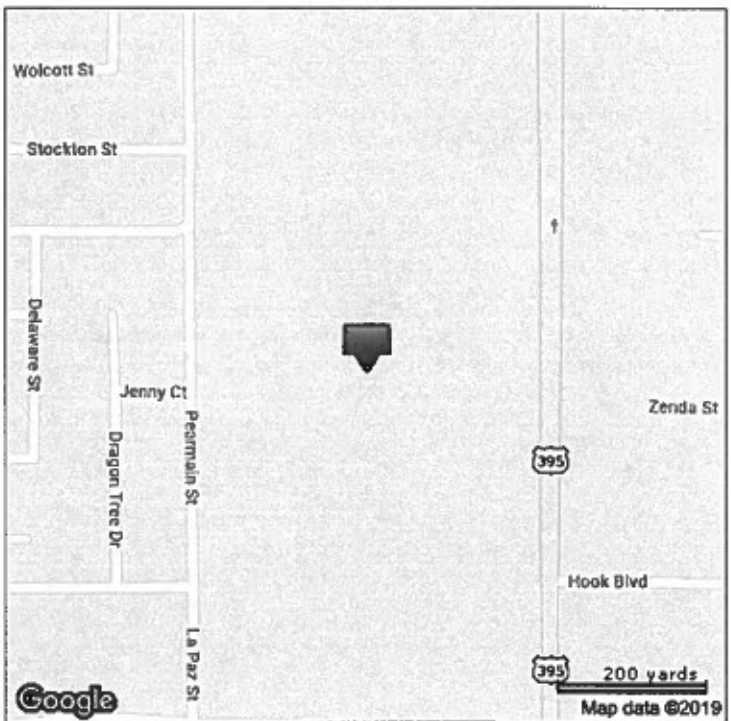
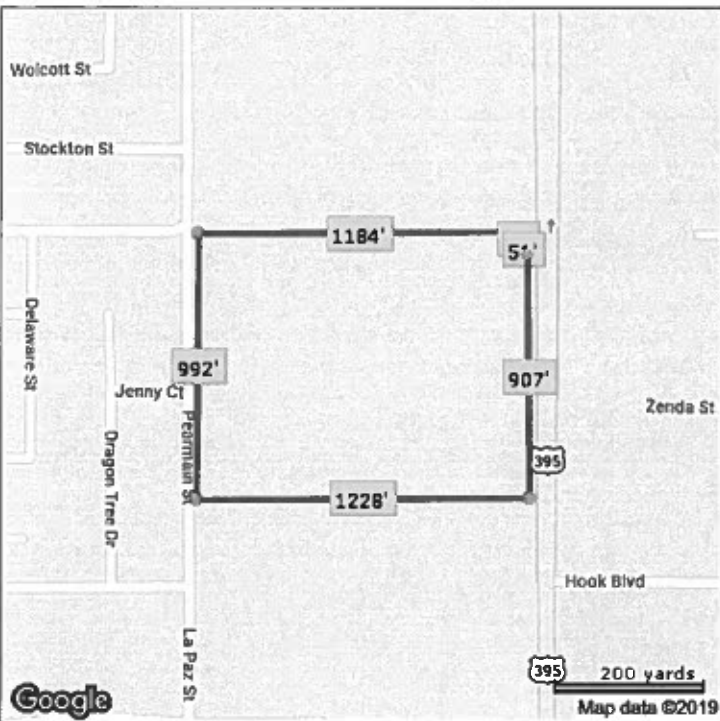
Recording Date:	08/03/2018	Deed Type:	Grant Deed
Settle Date:	07/31/2018	Owner Name:	Ecosave Land LLC
Sale Price:	\$2,127,000	Seller:	Mojave & 395 LLC
Document Number:	284462		

Recording Date	08/03/2018
Sale Price	\$2,127,000
Buyer Name	Ecosave Land LLC
Seller Name	Mojave & 395 LLC
Document Number	284462
Document Type	Grant Deed

Mortgage History

Mortgage Date	04/02/2015	10/24/2014	06/06/2012
Mortgage Amount	\$350,000	\$3,621,900	
Mortgage Lender	National Bk/Ca	National Bk/Ca	Metro United Bk
Mortgage Code	Conventional	Conventional	

Property Map



*Lot Dimensions are Estimated

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/15/2019

Page 2 of 2

Highway 54 corner Bear Valley Rd.

395th, Victorville, CA 92392, San Bernardino County



12.41Ac

N/A	N/A	540,580	\$525,000
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	VCNT LND-NE	05/22/2018
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	S L A A Victorville LLC	Tax Billing Zip:	90013
Tax Billing Address:	550 S Hill St #502	Tax Billing Zip+4:	2406
Tax Billing City & State:	Los Angeles, CA		

Location Information

School District:	Snowline Phelan	Census Tract:	91.18
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Tax Information

APN :	3134-121-35-0000	Tax Area:	12104
Legal Description:	PTN S 1/2 SE 1/4 SEC 33 TP 5N R 5W COM AT PT 15 FT N AND 30 FT W OF SE COR SD SEC TH N 600 FT PARALLEL WITH E LI SD SEC TH W 1300 FT PARALLEL WITH S LI SD SEC TH S 600 FT PARALLEL WITH E LI SD SEC TH E 330 FT PARALLEL WITH S LI SD SEC TH N 450 FT PARALLEL WITH E LI SD SEC TH E 330 FT PARALLEL WITH S LI SD SEC TH S 450 FT PARALLEL WITH E LI SD SEC TH E 640 FT PARALLEL WITH S LI SD SEC TO POB EX COM AT PT 15 FT N AND 1330 FT W OF SE COR SD SEC TH N 150 FT PARALLEL WITH E LI SD SEC TH E 200 FT PARALLEL WITH S LI SD SEC TH S 150 FT PARALLEL WITH E LI SD SEC TH W 200 FT TO POB AND EX N 450 FT S 615 FT E 10 FT W 1/2 SE 1/4 SD SEC AND EX E 10 FT N 450 FT S 465 FT E 1/2 SW 1/4 SE 1/4 SE 1/4 SD SEC EX ST ***** 12-31-92 92-541146 (ST) *****		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$2,126,700	\$1,872,720	\$1,836,000
Assessed Value - Land	\$2,126,700	\$1,872,720	\$1,836,000
YOY Assessed Change (\$)	\$253,980	\$36,720	
YOY Assessed Change (%)	13.56%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$21,691		
2017	\$22,333	\$642	2.96%
2018	\$22,737	\$404	1.81%

Special Assessment	Tax Amount
Mojave Water Bond Debt #1	\$2,106.81
Mojave Wtr Bond Debt #2	\$1,029.99
Vv Citywide Slad	\$347.28
Vv Comm College Measure Jj	\$338.96
Standby Avail-Baldy Mesa	\$186.45
Total Of Special Assessments	\$4,009.49

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	Public Service
Lot Acres:	12.41	Topography:	Flat/Level
Lot Sq Ft:	540,580		

Estimated Value

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

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Value As Of: 09/03/2019

Listing Information

MLS Listing Number:	443091	Original Listing Price:	\$2,700,000
MLS Status:	Sold	Listing Agent Name:	13721-Bruce D Kallen
MLS Area:	CALIFORNIA	Listing Broker Name:	SHEAR REALTY- VICTORVILLE
Listing Date:	05/27/2014	Selling Agent Name:	1000-Ray Malki
Current Listing Price:	\$2,700,000	Selling Broker Name:	777 REAL PROPERTY
Days on Market:	357		

Last Market Sale & Sales History

Recording Date:	05/29/2018	Deed Type:	Grant Deed
Settle Date:	Tax: 05/22/2018 MLS: 07/27/2015	Owner Name:	S L A A Victorville LLC
Sale Price:	\$525,000	Seller:	Kohanarieh Dan
Document Number:	193654		

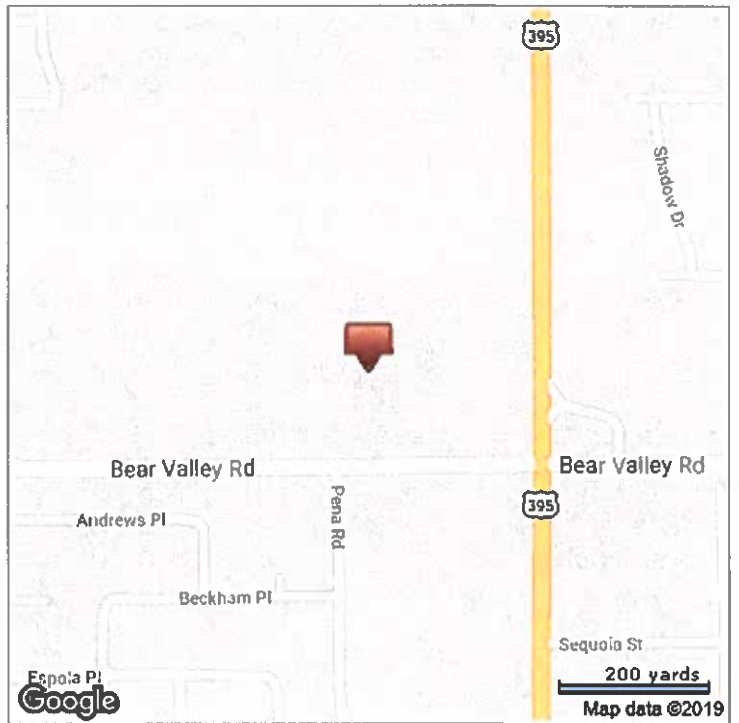
Recording Date	05/29/2018	05/29/2018	05/29/2018	05/16/2018	05/03/2018
Sale Price	\$525,000				
Nominal		Y	Y	Y	Y
Buyer Name	S L A A Victorville LLC	Almaz Sam	Kohanarieh Dan	Slaa Victorville LLC	Almaz Sam
Seller Name	Kohanarieh Dan	Almaz Ladan	Kohanarieh Nazila	Almaz Sam	South Point Of Nevada LLC
Document Number	193654	193653	193652	178317	162338
Document Type	Grant Deed	Quit Claim Deed	Quit Claim Deed	Grant Deed	Grant Deed

Recording Date	07/27/2015	09/30/2005	08/29/2005
Sale Price	\$1,800,000		
Nominal			
Buyer Name	South Point Of Nevada LLC	Victorville Oasis LLC	Victorville Oasis LLC
Seller Name	Victorville Oasis LLC	Spitznagel Erik	Bear Valley Properties LLC
Document Number	317349	733811	639208
Document Type	Grant Deed	Grant Deed	Grant Deed

Mortgage History

Mortgage Date	11/12/2004	03/03/2000
Mortgage Amount	\$720,000	\$420,000
Mortgage Lender	East West Invs	Desert Cmnty Bk
Mortgage Code	Conventional	Conventional

Property Map



*Lot Dimensions are Estimated

Courtesy of Mathilde Kirkland, High Desert Association of REALTORS

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Property Detail

Generated on 09/12/2019

Page 3 of 3

sale & listing

Bear Valley Rd, Victorville, CA 92395, San Bernardino County



2.05 AC

N/A	N/A	376,794	\$1,750,000
Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price
N/A	N/A	VCNT LND-NE	04/26/2019
Baths	Yr Built	Type	MLS List Date

Active Listing

Owner Information

sale 12-27-18 700,000

Owner Name:	Behnam Kamran	Tax Billing Zip:	90049
Tax Billing Address:	888 N Norman Pl	Tax Billing Zip+4:	1546
Tax Billing City & State:	Los Angeles, CA	Owner Vesting:	Married Man

Location Information

School District:	Victor Vly Un	Census Tract:	99.13
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Tax Information

APN :	3091-351-01-0000	Tax Area:	12064
Legal Description:	PARCEL MAP 8086 PARCEL 2		

Assessment & Tax

Assessment Year	2019	2018	2017
Assessed Value - Total	\$725,000	\$947,100	\$902,000
Assessed Value - Land	\$725,000	\$947,100	\$902,000
YOY Assessed Change (\$)	-\$222,100	\$45,100	
YOY Assessed Change (%)	-23.45%	5%	

Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$20,270		
2017	\$12,964	-\$7,306	-36.04%
2018	\$10,495	-\$2,469	-19.04%

Characteristics

County Use Code:	Vacant Land	Water:	Public
Universal Land Use :	Vacant Land (NEC)	Sewer:	None
Lot Acres:	8.65	Topography:	Flat/Level
Lot Sq Ft:	376,794		

Estimated Value

Value As Of:	09/03/2019
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Listing Information

MLS Listing Number:	512634	Days on Market:	132
MLS Status:	Active	Original Listing Price:	\$1,750,000
MLS Area:	CALIFORNIA	Listing Agent Name:	11424-Mehdi Mostaedi
Listing Date:	04/26/2019	Listing Broker Name:	NAI CAPITAL, INC.
Current Listing Price:	\$1,750,000		

MLS Listing #	407694	382441	379354	372943	354409
MLS Status	Expired	Expired	Expired	Expired	Expired
MLS Listing Date	09/09/2011	12/22/2009	09/15/2009	02/27/2009	06/05/2008
MLS Orig Listing Price	\$1,880,000	\$1,950,000	\$1,190,000	\$1,190,000	\$3,390,000

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Property Detail

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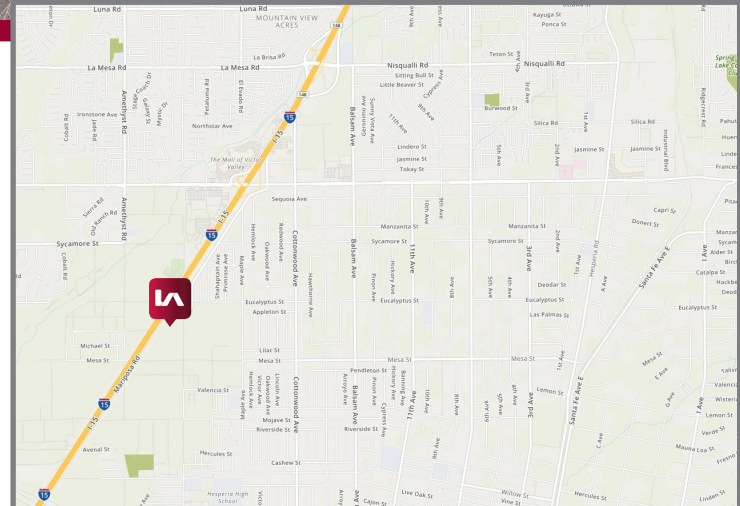
Page 1 of 2

±20.59 Acres Available For Sale

I-15 & Eucalyptus St.,
Hesperia, CA 92345



- ### PROPERTY FEATURES
- APN: 0405-042-64
 - ±20.59 Acres Commercial Zoning
 - Fronts Directly on I-15 Freeway
 - ADT of Approximately ±140,000
 - All Utilities Close to Site
 - ±1,500 Ft of Frontage on I-15 Freeway
 - Asking - \$1.75/SF



FOR MORE INFORMATION PLEASE CONTACT:



Mike Harrison
Senior Vice President
(909)373-2944
mharrison@lee-assoc.com
DRE #01433329

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From: [Reyna Garcia](#)
To: [Jamie Adkins](#)
Cc: [Estefana Verdugo](#); [James Hochstedler](#)
Subject: RE: Transfer of Portables at Skyline North & Central HS
Date: Thursday, September 12, 2019 8:05:26 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Good morning Jamie, we have 1 classroom at Cetnral High School and 2 classrooms at Skyline.
Please let me know if you have any additional questions.
Thank-you



Reyna Garcia | Chief Business Official | Business Services

Barstow Unified School District

☎ : 760-255-6010 📠 : 760-255-8965

BUSD Logo 02-21-12



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From: Jamie Adkins <Jamie.Adkins@cahelp.org>
Sent: Thursday, September 12, 2019 7:57 AM
To: Reyna Garcia <reyna_garcia@busdk12.com>
Subject: FW: Transfer of Portables at Skyline North & Central HS

Good Morning Reyna,

We will be taking this request to the Governance Council this month. Can you tell me how many portables are located on the Skyline North campus and how many are located on the Central HS campus? I will need this information as soon as possible as I am creating the meeting agenda.

Thank you for your help,

Jamie Adkins
JPA Administrative Services Assistant
California Association of Health and Education Linked Professions
Direct: (760) 955-3555 | Office: (760) 552-6700 | www.cahelp.org

CAHELP Logo



The Relentless Pursuit of Whatever Works in the Life of a Child

From: Jenae Holtz <Jenae.Holtz@cahelp.org>
Sent: Friday, June 21, 2019 2:53 PM
To: Reyna Garcia <reyna_garcia@busdk12.com>
Cc: Jeff Malan <jeff_malan@busdk12.com>; Dave Reck <Dave.Reck@sbcss.net>; Jamie Adkins <Jamie.Adkins@cahelp.org>
Subject: RE: Transfer of Portables at Skyline North & Central HS

Hi Reyna,

I think this will be fine but I will need to take this to my governance council in September.

Thanks,

Jenae

From: Reyna Garcia <reyna_garcia@busdk12.com>
Sent: Friday, May 17, 2019 2:03 PM
To: Jenae Holtz <Jenae.Holtz@cahelp.org>
Cc: Jeff Malan <jeff_malan@busdk12.com>; Dave Reck <Dave.Reck@sbcss.net>
Subject: FW: Transfer of Portables at Skyline North & Central HS

Good afternoon Ms. Holtz, based on a conversation with Mr. Reck, Barstow Unified School District would like to take ownership of the portables located in our property. Please let me know if you agree to transfer ownership over to Barstow Unified School District, or if you need any further information to make that decision.

Thank-you



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From: Dave Reck <Dave.Reck@sbcss.net>
Sent: Friday, May 17, 2019 1:25 PM
To: Reyna Garcia <reyna_garcia@busdk12.com>
Cc: Angie Lopez <Maria.Lopez@sbcss.net>
Subject: Transfer of Portables at Skyline North & Central HS

Hi Reyna,

A while back we discussed transferring ownership of the portables to the District. We are certainly willing if the District is still interested.


By way of background, the portables were purchased by the DM-SELPA approximately 20 years ago. They were titled in the Superintendent's name because at the time legal counsel said the SELPA couldn't legally own them. Now that the SELPA is a JPA they can own real property as they have demonstrated by purchasing land and the Spirit River Building.

In regards transferring ownership to the District, we will have to work with Jenae Holtz, CA HELP Chief Executive Officer. To start it off, I will send her an email indicating the Superintendent has not used the portables for a number of years and we do not anticipate a future need for them. Simultaneously, you or Jeff Malan will notify Jenae that the District would like to take ownership of the portables. If Jenae agrees, she will have a transfer resolution placed on CA HELP Governance Council agenda

for approval. I've attached a Resolution that approved transfer of portables to Hesperia USD.

Let me know if more information is needed.

Dave

<p>sig-logo</p> 	<p><i>Transforming lives through education</i> David O. Reck, Director, Business Support Services San Bernardino County Superintendent of Schools 760 East Brier Drive • San Bernardino, CA 92408 P: 909.386.9669 F: 909.386.9507 http://www.sbcss.net</p>
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5.7 Speech and Language Therapists
No materials, verbal report

**CAHELP JPA GOVERNANCE COUNCIL
2019-20 MEETINGS
Roy C Hill Education Center – Telepresence Room
601 North E Street, San Bernardino, CA 92415
12:30 p.m.**

November 15, 2019

Proposed: November 22, 2019, 10:00 a.m.

@ DMESC

February 7, 2020

Proposed: January 31, 2020, 10:00 a.m.

@DMESC

April 29, 2020 at 9:00 a.m.*

*Please note the April 29, 2020 meeting is scheduled for a Wednesday. This meeting will take place at the Desert Mountain Educational Service Center (DMESC), 17800 Highway 18, Apple Valley, California, 92307.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
GOVERNANCE COUNCIL MEETING
April 17, 2019 -1:00 p.m.

Apple Valley Unified School District Multi-Purpose Room, 12555 Navajo Rd, Apple Valley California 92308

MINUTES

GOVERNANCE COUNCIL MEMBERS PRESENT:

Victor Elementary SD - Jan Gonzales, Oro Grande SD – Heather Griggs, Apple Valley USD - Thomas Hoegerman, Snowline USD - Ryan Holman, Academy for Academic Excellence – Lisa Lamb, Silver Valley USD – Jesse Najera, Hesperia USD - David Olney, Helendale SD – Ross Swearingen, Desert Trails Preparatory Academy (DTPA) & LaVerne Elementary Preparatory Academy (LEPA) - Debbie Tarver, and VVUHSD - Ron Williams.

CAHELP JPA STAFF PRESENT:

Jamie Adkins, Heidi Chavez, Peggy Dunn, Marina Gallegos, Jenae Holtz, Linda Llamas, Kami Murphy, Daria Raines, Adrienne Shepherd, and Jennifer Sutton.

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS) STAFF PRESENT:

Jennifer Alvarado – SBCSS, Rich Frederick - Desert/Mountain Operations.

OTHERS PRESENT:

Sarah Bach – Sycamore Creek Community Charter School, Sebastian Coggnetta – Allegiance STEAM Academy, Trenae Nelson - Apple Valley Unified School District, Benoni Pantoja – Taylion High Desert Academy, and Joshua Stepner – Leonardo Da Vinci Health Sciences Charter School.

1.0 CALL TO ORDER

The regular meeting of the California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA) Governance Council was called to order by Chairperson Thomas Hoegerman at 1:00 p.m. at the Apple Valley Unified School District Office, Apple Valley.

2.0 PUBLIC PARTICIPATION

None.

3.0 ADOPTION OF THE AGENDA

3.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Ron Williams to approve the April 17, 2019 CAHELP JPA Governance Council Meeting Agenda as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

4.0 HEARINGS

4.1 Desert/Mountain SELPA Annual Service Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 1:01 p.m.

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Jenae Holtz reported the California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2019-20 Annual Service Plan which describes all special education services currently provided in the Desert/Mountain SELPA broken down by type, location, and level of severity was presented for Public Hearing and Governance Council action.

Having no public participation, the Public Hearing was closed at 1:01 p.m.

4.1.1 **BE IT RESOLVED** that a motion was made by Ryan Holman, seconded by Debbie Tarver to approve the Desert/Mountain SELPA 2019-20 Annual Service Plan be approved as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

4.2 Desert/Mountain SELPA Annual Budget Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 1:02 p.m.

Jenae Holtz reported the California Education Code requires that an Annual Budget Plan be approved by the CAHELP Governance Council as part of the Local Plan. The 2019-20 Annual Budget Plan which describes the revenues and expenditures for special education for all local education agencies in the Desert/Mountain SELPA was presented for Public Hearing and Governance Council action.

Having no public participations, the Public Hearing was closed at 1:02 p.m.

4.2.1 **BE IT RESOLVED** that a motion was made by Jan Gonzales, seconded by Ross Swearingen to approve the Desert/Mountain SELPA 2019-20 Annual Budget Plan be approved as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

4.3 Desert/Mountain Charter SELPA Annual Service Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 1:02 p.m.

Jenae Holtz reported the California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2019-20 Annual Service Plan which describes all special education services currently provided in the Desert/Mountain Charter SELPA broken down by type, location, and level of severity was presented for Public Hearing and Governance Council action.

Having no public participation, the Public Hearing was closed at 1:03 p.m.

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4.3.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by David Olney to approve the Desert/Mountain Charter SELPA 2019-20 Annual Service Plan be approved as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

4.4 Desert/Mountain Charter SELPA Annual Budget Plan (**ACTION**)

Chairperson Hoegerman opened the Public Hearing at 1:03 p.m.

Jenae Holtz reported the California Education Code requires that an Annual Budget Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2019-20 Annual Budget Plan which describes the revenues and expenditures for special education services currently for all local education agencies in the Desert/Mountain Charter SELPA was presented for Public Hearing and Governance Council action.

Having no public participation, the Public Hearing was closed at 1:04 p.m.

4.4.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Ryan Holman to approve the Desert/Mountain Charter SELPA 2019-20 Annual Budget Plan be approved as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

5.0 PRESENTATIONS

5.1 SBCSS Student Services – D/M Operations 2018-19 Second Interim Fee-For-Service

Jennifer Alvarado, San Bernardino County Superintendent of Schools (SBCSS) Internal Business Program Manager, presented the Desert/Mountain Operations 2018-19 Second Interim Fee-For-Service Updates as of January 31, 2018. The revenue projection for Second Interim is \$46.2 million. The projected increase of approximately \$538,000 is primarily to growth and additional Local Control Funding Formula (LCFF) revenue. The expenditures are being projected at slightly more than \$45 million for Second Interim, a reduction of \$619,000. Jennifer explained the reason for the reduction is primarily attributed to 1) vacancies in positions, 2) salary/benefits savings, and 3) late settlement negotiations. County Schools anticipates ending the year with a \$1.1 million surplus.

5.2 SBCSS Student Services – D/M Operations 2018-19 1st 50% LCFF Revenue Transfer

Jennifer Alvarado presented the SBCSS Student Services – D/M Operations 1st 50% LCFF Revenue Transfer Report. She stated that the Revenue Limit to LCFF no longer automatically transfers dollars from the state to SBCSS. SBCSS will now do transfers twice a year: once after

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P-1 certification and once after P-2 certification. Jennifer continued the P-1 certification is being projected at \$6.8 million so \$3.4 million will transferred at the end of the year.

5.3 2019-20 DM County Operated Special Education Program Fee-For-Services Rates

Jennifer Alvarado presented the 2019-20 DM County Operated Special Education Program Fee-For-Service Rates. The Assumptions include 1) 2.5% cost of living adjustment (COLA), based on 12 benchmark LEAs, 2) Step and Column, 3) 9% increase in medical insurance and 10% in vision, dental and life insurance (subject to collective bargaining), assuming no opt-outs, 4) Employer Statutory Rates (with increases in STRS/PERS), 5) Information Technology User Fees, and 6) Indirect Cost Rate decreased from 10.68% to 9.7%. The overall budget is just over \$50 million with \$8.8 million in offsetting revenue, leaving a balance of \$41.1 million in excess costs. Jennifer said 482 full-time equivalent (FTE) are providing the services.

5.4 Assembly Bill (AB) 2235 – District Funded County Program Revenue Transfer

Jennifer Alvarado stated that as per AB 2235, when Revenue Limit went to LCFF, the automatic transfer stopped. She continued that instead of SBCSS doing a manual transfer twice a year, the state will automatically transfer the dollars for district funded students in county programs to the county through principal apportionment process.

Jenae Holtz commented that previously when Jennifer Alvarado would present the SBCSS fiscal items, the Governance Council would take a vote. It was brought to Jenae's attention that the items are not subject to Governance Council vote but presentation items.

6.0 INFORMATION / ACTION

6.1 Appointment of Officers of the CAHELP JPA Governance Council – FY 2019-20 (**ACTION**)

Jenae Holtz reported CAHELP JPA Bylaws Article IV specifies that annually the Governance Council shall organize, elect officers including a chair and vice-chair(s) from its members, with the secretary designated pursuant to Article VI. She stated the elected officers will assume their roles and responsibilities as of July 1, 2019.

6.1.1 **BE IT RESOLVED** that a motion was made by Ross Swearingen, seconded by Jesse Najera to select Jan Gonzales as the chairperson of the CAHELP JPA Governance Council effective July 1, 2019 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

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6.1.2 **BE IT RESOLVED** that a motion was made by Ron Williams, seconded by Heather Griggs to select Debbie Tarver as the vice-chairperson of the CAHELP JPA Governance Council effective July 1, 2019 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

6.2 Desert/Mountain Charter SELPA Applications for Membership FY 2019-20 (**ACTION**)

Jenae Holtz reported the Desert/Mountain Charter SELPA has received three applications for membership into the Charter SELPA for FY 2019-20. A CAHELP JPA administrative team met with and interviewed each of the applicant groups. The administrative team presented their findings to the Charter SELPA Executive Council who also reviewed the applications.

6.2.1 Garvey/Allen Visual & Performing Arts Academy

Jenae stated Garvey/Allen Visual & Performing Arts Academy is located in Moreno Valley but was denied authorization by Moreno Valley USD. Riverside County Office of Education (RCOE) received the school's appeal and has authorized the school. The D/M Charter SELPA does not have the capacity to support a brand-new charter school as it takes a large amount of intensity and time to help a new charter school to be successful. The financial gain that accepting the school will bring is not strong enough to allow adding the additional supports needed. Because of these reasons, the CAHELP JPA administrative team and Charter SELPA Executive Council recommends not approving membership.

6.2.1.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by David Olney, to not approve the Garvey/Allen Visual & Performing Arts Academy application for membership with the Desert/Mountain Charter SELPA for FY 2019-20 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

6.2.2 Leonardo Da Vinci Health Sciences Charter

Jenae reported that Leonardo Da Vinci Health Sciences Charter is located in Chula Vista and has been in operations for 10 years. The CAHELP JPA administrative team witnessed a very strong program when they visited the site. The D/M Charter SELPA does have the capacity to support an established school and currently supports other charter schools in the San Diego area. Jenae concluded the CAHELP JPA administrative team and Charter SELPA Executive Council recommends approving membership.

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6.2.2.1 **BE IT RESOLVED** that a motion was made by Lisa Lamb, seconded by Ryan Holman, to approve the Leonardo Da Vinci Health Sciences Charter application for membership with the Desert/Mountain Charter SELPA for FY 2019-20 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

6.2.3 Sycamore Creek Community Charter

Jenae reported Sycamore Creek Community Charter is a brand-new charter in the Orange County area with the site to be determined. The CAHELP JPA administrative team and Charter SELPA Executive Council recommends not approving membership based on D/M Charter SELPA not having the capacity to support a brand-new school. Jenae encouraged both Sycamore Creek Community Charter and Garvey/Allen Visual & Performing Arts Academy to apply again next year if denied for 2019-20.

6.2.3.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Debbie Tarver, to not approve the Sycamore Creek Community Charter application for membership with the Desert/Mountain Charter SELPA for FY 2019-20 as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

6.3 Proposed 2019-20 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children's Center Budgets (**ACTION**)

Jenae Holtz presented the proposed 2019-20 CAHELP, D/M SELPA, D/M Charter SELPA and DMCC budgets. She reported there was planned deficit spending in the amount of \$8,607,416 due to the purchase of property as well as planned deficit spending in various programs. Jenae continued that the deficit is expected to be less because of reduction in some residential treatment center (RTC) placements. The budgets are tighter this year because of the property purchase but there are still good ending balances. Jenae continued that CAHELP JPA acquired new funding this year with the Triage Mental Health grant and the Workforce Development grant. She continued that CAHELP JPA has been reimbursing prior year legal fees to LEAs because the current policy does not state an end date for submitting request for legal reimbursement. Jenae said that policy will be revised to reflect a deadline to submit for reimbursement. She stated the CalPromise grant is concluding this year with an end date of June 30, 2019. The 2019-20 budgets are solid with the following assumptions: 2.5% cost of living adjustment (COLA) on salaries, a funded step on column, 9% increase for medical, 10% increase for vision, dental, and life. This is also assuming no medical opt outs which provides savings. Employer paid statutory rates have increased and indirect costs with SBCSS have decreased slightly. The IT User Fee has also increased. The 2019-20 preliminary budgets have only one area of deficit funding which is purposeful for the D/M Charter SELPA. There is a reserve account that is a pass-through and is

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being spent down to a zero balance. The D/M Charter Executive Council is working through using the account for salaries, benefits, and legal fees. Jenae continued that in 2019-20, there will be some renovations needed at the Spirit River suites. The decision was also made to pursue permanent occupational and physical therapists instead of contracting with Ardor Health for those positions. DMCC has the same assumptions. Jenae stated the CAHELP Foundation has been established with its own board. The name will be changed to Kids First Foundation of San Bernardino, if approved by the Secretary of State. The foundation will be able write grants that are specific to 501(c)(3). There are many grant opportunities that will not grant to government agencies but will grant to a 501(c)(3).

6.3.1 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Ryan Holman to approve the Proposed 2019-20 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children's Center Budgets as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

6.4 **2019-20 D/M SELPA and Charter SELPA Related Services Fee-for-Service Rate Schedule (ACTION)**

Jenae Holtz presented the 2019-20 D/M SELPA and Charter SELPA Related Services Fee-For-Service Rate Schedule. Jenae stated the fee-for-services have increased for the upcoming year to cover costs. The largest increase is for therapeutic services at Apple Valley County Education Center (AVCEC). Jenae continued that the program continues to grow with well over 100 children currently participating. This program keeps children out of nonpublic schools and out of residential treatment centers which reduces overall costs in the long run.

6.4.1 **BE IT RESOLVED** that a motion was made by Debbie Tarver, seconded by Ron Williams, to approve the Proposed 2019-20 D/M SELPA and Charter SELPA Related Services Fee-for-Service Rate Schedule as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None.

7.0 CONSENT ITEMS

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

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- 7.1 **BE IT RESOLVED** that a motion was made by Lisa Lamb, seconded by Ryan Holman, to approve the following Consent Items as presented. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None
- 7.1.1 Approve the February 8, 2019 CAHELP JPA Governance Council Meeting Minutes.
- 7.1.2 Approve the 2019-20 CAHELP JPA Governance Council Schedule of Meetings.
- 7.1.3 Approve the 2019 Theraplay Annual Certified Therapist Membership Dues for Rosalina Becerra, Julie McNeil, and Janice Titherley in the amount of \$150.00.
- 7.1.4 Approve the 2019-20 SANDABS Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$500.00 for each SELPA.
- 7.1.5 Approve the 2019/2020 two-year International Critical Incident Stress Foundation (ICISF) memberships for Kenia Aguilar, Brian Follis, Anna Lopez, Jessica Martinez, Robin McMullen, and Molly Roha in the amount of \$95.00 per individual membership
- 7.1.6 Approve the 2019-20 Coalition for Adequate Funding for Special Education (CAFSE) Letters of Agreement for Special Services for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 7.1.7 Approve the 2019-20 SELPA Administrators Organization Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 7.1.8 Approve the 2019 HealthCare Compliance Association (HCCA) Membership for Sherilyn Wadsworth in an amount not to exceed \$325.00.

8.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

8.1 Hesperia Property Discussion

Jenae Holtz stated that in September she will be presenting options for the Hesperia property. The information can be used in deciding whether the property should be sold or retained. Jenae thanked Tom Hoegerman and his crew for marking the property lines. The property not being clearly marked had delayed the maintenance schedule.

Jenae continued that one option is to retain the property allowing it to increase in value for future sale. Another option is to sell the property now to increase the lean 2019-20 budgets. Another

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option is retaining the property to build a large training center. Jenae agreed to find market price comparisons to share with the council.

Tom Hoegerman stated that as a governmental agency, CAHELP JPA can work with an attorney instead of paying the fees to a realtor.

9.0 INFORMATION ITEMS

9.1 Resolution Support Services Summary

Jenae Holtz reported that there have been almost sixty due process filings for the year. The team is working hard and trying to resolve cases as early as possible. The CAHELP team and attorneys are diligent in protecting our LEAs.

Tom Hoegerman expressed his thanks to the Resolution Support Services team for their hard work in supporting the LEAs.

9.2 Professional Learning Summary

Jenae Holtz presented the Professional Learning Summary. She stated that there have been many on-site trainings due to the lack of teachers and substitute teachers.

10.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS

None.

11.0 CEO COMMENTS

Jenae Holtz thanked Tom Hoegerman for being a great mentor to her in the four years she has been the CEO of CAHELP JPA.

Jenae also thanked the members of the Governance Council for their support. CAHELP is a support system to the LEAs so if supports are not being provided, notify Jenae so it can be corrected.

Tom Hoegerman stated that it has been great part of the Governance Council has been a great experience. It's an example of how the organization has a broad reach. It has always been children first and supporting the members. He concluded that it has been great working with Jenae and the board.

12.0 MATTERS BROUGHT BY CITIZENS

This is the time during the agenda when the CAHELP JPA Governance Council is again prepared to receive the comments of the public regarding items on this agenda or any school related special education

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issue.

When coming to the podium, citizens are requested to give their name and limit their remarks to three minutes.

Persons wishing to make complaints against CAHELP JPA Governance Council personnel must have filed an appropriate complaint form prior to the meeting.

When the CAHELP JPA Governance Council goes into Closed Session, there will be no further opportunity for citizens to address the Council on items under consideration.

Josh Stepner with Leonardo Da Vinci Health Sciences Charter School thanked the council for approving the membership application. He shared that the school has been in business for ten years. Josh said that three years ago no student in special education passed the California Assessment of Student Performance and Progress (CAASPP) but now, 22% are passing. Josh also thanked the interview team for their recommendation.

13.0 ADJOURNMENT

Having no further business to discuss, a motion was made by Ron Williams, seconded by Debbie Tarver to adjourn the meeting. The motion carried on the following vote 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, September 6, 2019, at 12:30 p.m., at the Roy C Hill Education Center – Telepresence Room, 601 North E Street, San Bernardino, CA 92415.

Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.



Invoice

1840 Oak Avenue
 Suite 320
 Evanston, IL 60201

EIN: 36-4026564
 Phone: 847.256.7334
 Fax: 847.256.7370

Date	Invoice #
2/7/2019	1-36603

Bill To
Desert Mountain SELPA Children's Center 17800 Highway 18 Apple Valley, CA 92307

Ship To

Item	Description	Qty	Amount
Certified Therapist Dues	Annual certified therapist dues [RENEWAL] Rosalina Becerra Julie McNeil Janice Titherley	3	150.00

Subtotal	\$150.00
Sales Tax (0.0%)	\$0.00
Total	\$150.00
Payments/Credits	\$0.00
Balance Due	\$150.00

Web Site
www.theraplay.org

Association of Community Based Organizations (ACBO)

Invoice

c/o Rim Family Services, Inc.
 P.O. Box 578
 Skyforest, CA 92385

Date	Invoice #
9/11/2018	98

Bill To
Desert/Mountain Children's Center Attn.: Thomas Flores

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	2019 Membership Dues	125.00	125.00
<p>Make all checks payable to: Association of Community Based Organizations.</p> <p>Mail checks to</p> <p>ACBO c/o Rim Family Services, Inc. P.O. Box 578 Skyforest, CA 92385</p> <p>If you have questions concerning this invoice, contact Aaron M. Scullin at (909) 336-1800.</p>			
Please remit to above address.		Total	\$125.00



Original Invoice
 Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0150958
Date	8/22/2019

Federal I.D.: #39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Ned Broberg
 17800 Hwy 18
 San Bernardino CA 92307
 US

Ship To:

Desert Mountain SELPA
 Ned Broberg
 17800 Hwy 18
 San Bernardino CA 92307
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1043782		US UPSGND		Net 30		8/22/2019	
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price		
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2019 to 11/18/2020		\$150.00	\$150.00		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">CAHELP.JPA</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">2019 SEP -3 AM 10: 17</p>									

Thank you

Total Z-US\$	\$150.00
---------------------	-----------------

Remit to: CPI

10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Please include invoice number or customer ID with payment.

Canadian Customers - Please remit to:

Crisis Prevention Institute. Inc
 Lockbox # 1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

Call toll-free:

US/Canada: 1-877-877-5390



Original Invoice
 Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0150957
Date	8/22/2019

Federal I.D.: #39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Michael Norton
 17800 Hwy 18
 San Bernardino CA 92307
 US

Ship To:

Desert Mountain SELPA
 Michael Norton
 17800 Hwy 18
 San Bernardino CA 92307
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Reg Ship Date	
		1043778		US UPSGND	Net 30	8/22/2019	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2019 to 11/18/2020	\$150.00	\$150.00	
CAHELP JPA 2019 SEP -3 AM 10: 18							

Thank you

Total Z-US\$	\$150.00
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Remit to: CPI
 10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Please include invoice number or customer ID with payment.

Canadian Customers - Please remit to:
 Crisis Prevention Institute. Inc
 Lockbox # 1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

Call toll-free:
 US/Canada: 1-877-877-5390



Original Invoice
 Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0151014
Date	8/22/2019

Federal I.D.: #39-2012874
 GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Brian Follis
 17800 Hwy 18
 Apple Valley CA 92307
 US

Ship To:

Desert Mountain SELPA
 Brian Follis
 17800 Hwy 18
 Apple Valley CA 92307
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Reg Ship Date	
		944246		US UPSGND	Net 30	8/22/2019	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2019 to 11/18/2020	\$150.00	\$150.00	

CAHELP JPA

2019 SEP -3 AM 10:18

Thank you

Total Z-US\$	\$150.00
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Remit to: CPI
 10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

Please include invoice number or customer ID with payment.

Canadian Customers - Please remit to:
 Crisis Prevention Institute, Inc
 Lockbox # 1566
 PO Box 1566, Station A
 Toronto, ON M5W 3N9 Canada

Call toll-free:
 US/Canada: 1-877-877-5390



HISTORICAL INVOICE

Nonviolent Crisis Intervention® program
 Prepare Training® program
 Dementia Care Specialists

Invoice	IUS0150973
Date	8/22/2019

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA
 Linda Rodriguez
 13738 Truman street
 Buena Park CA 92307

 US

Ship To:

Linda Rodriguez
 13738 Truman street
 Buena Park CA 92307

 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1144795		US_UPSGND		Net 30		8/22/2019	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2019 to 11/18/2020	\$150.00	\$150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
Total Z-US\$	\$150.00

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10850 W. Park Place, Suite 600
 Milwaukee, WI 53224 USA

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 PO Box 1566, Station A
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International Critical Incident Stress Foundation, Inc.

WE DON'T SAVE THE HEROES.

You are logged in as: belinda_jauregui@sbcss.k12.ca.us | Member Number: 20776 | Instructor ID: 917

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HealthCare Compliance Association
6500 Barrie Rd
Suite 250
Minneapolis, MN 55435
888-580-8373 * 952-988-0141 * Fax 952-988-0146

Friday, February 01, 2019
Invoice # 828780

DUES RENEWAL INVOICE

Sherilyn Wadsworth
Quality Compliance Analyst
Desert Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307
United States

Membership # 00160676 Expiration Date: 03/01/2019

Dear Sherilyn:

HCCA values you as a member. Your membership is due for renewal. By renewing now, you will be assured of participation in the ever increasing benefits of being a member of HCCA. We continually strive to make your membership in HCCA the best compliance investment you can make.

I look forward to your continued participation in HCCA. And, as always, we welcome your suggestions, comments and questions.

Sincerely,
Margaret Hambleton, HCCA President

Amount Due: \$325.00

Please pay invoice within 21 days of Expiration Date

-----Please remit this portion with your payment-----

Please take a moment to update your contact information:

Sherilyn Wadsworth
Quality Compliance Analyst
Sherilyn.Wadsworth@cahelp.org
Desert Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307

Phone: 760-552-6700

Email:

Membership #: 00160676
Invoice #: 828780

Amount Due: \$325.00

Check enclosed payable to HCCA
 Charge my VISA, MasterCard, American Express, Discover

Card# _____ Exp. Date: _____

Signature: _____

Online: www.hcca-info.org

By Fax: 952-988-0146

Over the phone: (952)988-0141



California Association of Health & Education Linked Professions
17800 Highway 18
Apple Valley, CA 92307-1219

P 760-552-6700
F 760-242-5363
W www.cahelp.org

**RESOLUTION OF THE GOVERNANCE COUNCIL OF THE
CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION LINKED
PROFESSIONS JOINT POWERS AUTHORITY (CAHELP JPA)**

On MOTION by Lisa Lamb, SECONDED by Ryan Holman, and CARRIED, the following resolution is adopted.

WHEREAS, it is recommended that the Governance Council Members consider approving a number of Agenda items as a Consent list. Consent items are routine in nature, and can be enacted in one motion without further discussion. Consent items may be called up by any Member at the meeting for clarification, discussion, or change.

BE IT RESOLVED THAT the Governance Council of the CAHELP JPA hereby declares and formally approves the Consent Items as presented in One Motion 7.1.1 Approve the February 8, 2019 CAHELP JPA Governance Council Meeting Minutes. 7.1.2 Approve the 2019-20 CAHELP JPA Governance Council Schedule of Meetings. 7.1.3 Approve the 2019 Theraplay Annual Certified Therapist Membership dues for Rosalina Becerra, Julie McNeil, and Janice Titherley in the amount of \$150.00. 7.1.4 Approve the 2019-20 SANDABS Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$500.00 for each SELPA. 7.1.5 Approve the 2019-20 two-year International Critical Incident Stress Foundation (ICISF) memberships for Kenia Aguilar, Brian Follis, Anna Lopez, Jessica Martinez, Robin McMullen, and Molly Roha in the amount of \$95.00 per individual membership. 7.1.6 Approve the 2019-20 Coalition for Adequate Funding for Special Education (CAFSE) Letters of Agreement for Special Services for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA. 7.1.7 Approve the 2019-20 SELPA Administrators Organization Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA. 7.1.8 Approve the 2019 HealthCare Compliance Association (HCCA) Membership for Sherilyn Wadsworth in an amount not to exceed \$325.00.

PASSED AND ADOPTED this this 17th day of April 2019 by the Governance Council of the CAHELP JPA by the following vote: A motion was made by Lisa Lamb, seconded by Ryan Holman. A vote was taken and the following carried 10:0: Ayes: Members Gonzales, Griggs, Hoegerman, Holman, Lamb, Najera, Olney, Swearingen, Tarver, and Williams, Nays: None, Abstentions: None

I, Jenae Holtz, Secretary of the Governance Council of the California Association of Health and Education Linked Professions Joint Powers Authority, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governance Council on April 17, 2019.

Dated: April 17, 2019

Signed: 
Jenae Holtz, Chief Executive Officer,
Secretary to the CAHELP JPA Governance Council

The Relentless Pursuit of Whatever Works In the Life of a Child

California Association of Health & Education Linked Professions JPA

- DRAFT -

REQUEST FOR PURCHASE ORDER APPROVAL

REQUISITION NUMBER

VENDOR NAME Tools to Grow, Inc.
 ADDRESS 4711 Winding Woods Lane
 CITY, STATE, ZIP CODE Hamburg, NY 47075
 TELEPHONE NUMBER 716-783-0663
 FAX NUMBER Email: www.toolstogrowot.com
 ATTN: _____

DATE 08/29/19
 ORIGINATOR Kathleen Peters/cg
 DELIVER TO Warehouse
 Desert/Mountain SELPA

ITEM NUMBER	QUANTITY	ARTICLE AND DESCRIPTION	UNIT PRICE	EXTENDED COST
	1	Membership/license for D/M SELPA occupational and physical therapy teams. This would allow the access of materials for use with students. A Level #2 membership is requested which covers 10-20 members from the OT/PT teams.	\$350.50	\$350.50
NOTES <u>Account #0297</u>			SUB-TOTAL	\$350.50
			SALES TAX	\$0.00
			SHIPPING	\$0.00
			TOTAL	\$350.50

	ACCOUNT NUMBER(S)	AMOUNT
LINE 1		

APPROVED BY Kathleen Peters

DATE 8/29/2019

GROUP MEMBERSHIP LEVELS

Tools to Grow® is pleased to present your group with five excellent Group Rate Packages depending on the number of members in your group:

LEVEL #1

LEVEL #2

LEVEL #3

LEVEL #4

LEVEL #5

5-9 MEMBERS
IN YOUR GROUP

10-20 MEMBERS
IN YOUR GROUP

21-50 MEMBERS
IN YOUR GROUP

51-100 MEMBERS
IN YOUR GROUP

101 + MEMBERS

\$35.50
per member

\$350.50
per group

\$600.50
per group

\$800.50
per group

CONTACT US
FOR MORE
INFORMATION!

TO SIGN UP:

STEP 1 - CONTACT US

- Email us at: info@toolstogrowot.com or by phone = 716-783-0663
- Please provide a list of the names of all members in your group

STEP 2 - PAYMENT

- We would accept this in one lump sum via purchase order, check, credit card, money order, or money transfer.

STEP 3 - ACTIVATION OF MEMBERSHIP

- Your group will utilize ONE email address and password (determined by your group)
- Your group will share this email address and password to log into account


VALID UNTIL 1/2019

Cruz Gustafson

From: Kathleen Peters
Sent: Thursday, August 29, 2019 1:59 PM
To: Cruz Gustafson
Cc: Jessica Marfia
Subject: FW: Group Rates
Attachments: (1)Group Rates - Tools to Grow - Valid until 1-2019 (1) (2).pdf

Please work with Jessica to order the attached software/membership for the OT department. We need one license only and the names will be all permanent OTs and PTs, not COTAs or PTAs.

Thank you!

From: Jessica Marfia <Jessica.Marfia@cahelp.org>
Sent: Thursday, August 29, 2019 1:32 PM
To: Kathleen Peters <Kathleen.Peters@cahelp.org>
Subject: FW: Group Rates

Hi Kathleen,

Just FYI – this is the info that I received from Tools to Grow regarding membership rates and sign up. Let me know if you have any questions/

Thank you!

From: Tools to Grow, Inc. <info@toolstogrowot.com>
Sent: Wednesday, August 21, 2019 9:09 AM
To: Jessica Marfia <Jessica.Marfia@cahelp.org>
Subject: Re: Group Rates

Good Afternoon Jessica,

Thank you for contacting us.

Attached are our group rates.

For a group of up to 20 members, this would be group Level # 2 = \$ 350.50

We would require the names and a email address the group will share to log into the website.

I can process your payment over the phone, or you can submit a Purchase Order to this email address.

Please let me know if you have additional questions.

I look forward to hearing from you!

Thank you and have a wonderful day.

Patti



Patricia Pooler, MS, OTR/L
Shelley Galvin, OTR/L, C/NDT

Tools to Grow, Inc.
www.ToolsToGrowOT.com
716-783-0663

**Desert/Mountain
Desert/Mountain Charter
Special Education Local Plan Area
(SELPA)**

DRAFT

**COMPLIANCE MONITORING
GUIDE**

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INTRODUCTION

The purpose of the Desert Mountain SELPA/Charter SELPA Compliance Guide is to assist our districts and charter school members to gain a better understanding of special education compliance, as well as, providing strategies to assist in maintaining accountability and compliance. In addition to this guide Desert Mountain SELPA provides a myriad of trainings and one on one assistance, to support our members in working towards and maintaining compliance.

Federal and state laws require the California Department of Education (CDE) to monitor implementation of categorical programs operated by local educational agencies (LEAs). LEAs are responsible for creating and maintaining programs which meet minimal fiscal programmatic requirements.

School districts, direct-funded charter schools, and county offices that receive funding for certain programs may be chosen for a review by the state. The purpose of the review is to ensure that they are spending the funding as required by law. At the end of each review, the state will complete a report that details any findings of non-compliance and informs the school, district, or county office how to correct the findings.

The California Department of Education (CDE) works to provide a coordinated and transparent monitoring process. Within the CDE, the Federal Program Monitoring (FPM) office has been designated to supervise the FPM reviews, which take place either in person or electronically.

To further assist in the compliance process, there are Focused Monitoring and Technical Assistance (FMTA) Consultants. The FMTA consultants are assigned geographically and by quality assurance activity to align with the eleven California County Superintendents Educational Services Association (CCSESA) regions.

The FMTAs are responsible for coordinating all monitoring and technical assistance activities for the local educational agencies and Special Education Plan Areas in their assigned counties, providing information, and facilitating access to technical assistance related to programs monitoring and program implementation.

OVERVIEW OF CALIFORNIA'S SYSTEM OF SUPPORT

The goal for support at all levels is to assist LEAs and their schools to meet the needs of each student served, with a focus on building capacity to sustain improvement and effectively address inequities in student opportunities and outcomes. This means that the outcomes for this work include not only improvement on Dashboard indicators from year to year, but also on progressing on interim measurements that LEAs collect locally and throughout the year.

The statute describes using the California School Dashboard as a tool to determine whether LEAs need additional assistance:

- **Support for all LEAs and Schools (Level 1):** Various state and local agencies provide an array of resources and voluntary assistance that all LEAs may use to improve student performance.
- **Differentiated Assistance (Level 2):** County offices of education must offer differentiated assistance to school district if any group met the criteria for two or more LCFF priorities. EC 52071(b), 5207.5 (b).
- **Intensive Intervention (Level 3):** As the accountability system moves forward, the Superintendent of Public Instruction, with approval of the State Board of Education, may intervene in a school district if three or more student groups (for all the student groups if there are less than three) met the criterial for two or more LCFF priorities in three out of four consecutive school years. EC 47607.3

INDIVIDUALS WITH DISABILITIES ACT 2004 (IDEA)

The Individuals with Disabilities Education Act (IDEA) made many changes in how state educational agencies (SEAs) and local education agencies (LEAs) must now address disproportionality in special education. In the area of disproportionality, SEAs are required to do the following:

- California Annual Performance Report, which are a series of reports by the California Department of Special Education Division (SED) that disseminate educational data to improve the quality of education for all students, with an emphasis on students with disabilities.
- The Annual Performance Report (APR) describes the State's progress or slippage in meeting the measurable and rigorous targets established in the State Performance Plan (SPP); and any revisions to the State's targets, improvement activities or resources in the SPP and justifications for the revisions.
- This Annual Performance Report is located on the GRADS 360 Web application maintained by the Office of Special Education Programs.
- Monitor compliance by examining various data sets.
- Provide for the review and revision (if appropriate) of policies, procedures, and practices used in identification or placement of children with disabilities in LEAs.
- Identify those LEAs with significant disproportionate representation and require them to use 15 percent of IDEA Part B funds for coordinated early intervening services.
- Require the LEAs who are identified as significantly disproportionate to report on: (1) the number of students receiving CEIS every year for which the LEA uses IDEA funds for CEIS; and (2) the number of students who received early intervening services, and who subsequently receive special education and related services within two years after receiving CEIS.

EVERY STUDENT SUCCEEDS ACT (ESSA)

The Every Student Succeeds Act (ESSA) was signed by President Obama on December 10, 2015. This bipartisan measure reauthorizes the 50-year-old Elementary and Secondary Education Act (ESEA), the nation's national education law and longstanding commitment to equal opportunity for all students.

The new law builds on key areas of progress in recent years, made possible by the efforts of educators, communities, parents, and students across the country.

For example, today, high school graduation rates are at all-time highs. Dropout rates are at historic lows. And more students are going to college than ever before. These achievements provide a firm foundation for further work to expand educational opportunity and improve student outcomes under ESSA.

The previous version of the law, the No Child Left Behind (NCLB) Act, was enacted in 2002. NCLB represented a significant step forward for our nation's children in many respects, particularly as it shined a light on where students were making progress and where they needed additional support, regardless of race, income, zip code, disability, home language, or background. The law was scheduled for revision in 2007, and, over time, NCLB's prescriptive requirements became increasingly unworkable for schools and educators. Recognizing this fact, in 2010, the Obama administration joined a call from educators and families to create a better law that focused on the clear goal of fully preparing all students for success in college and careers.

ESSA Highlights

ESSA includes provisions that will help to ensure success for students and schools. Below are just a few. The law:

- Advances equity by upholding critical protections for America's disadvantaged and high-need students.
- Requires—for the first time—that all students in America be taught to high academic standards that will prepare them to succeed in college and careers.

- Ensures that vital information is provided to educators, families, students, and communities through annual statewide assessments that measure students' progress toward those high standards.
- Helps to support and grow local innovations—including evidence-based and place-based interventions developed by local leaders and educators—consistent with our Investing in Innovation and Promise Neighborhoods
- Sustains and expands this administration's historic investments in increasing access to high-quality preschool.
- Maintains an expectation that there will be accountability and action to effect positive change in our lowest-performing schools, where groups of students are not making progress, and where graduation rates are low over extended periods of time.

DRAFT

DATA IDENTIFIED NON-COMPLIANT (DINC)

Background

The Office of Special Education Programs (OSEP) of the U.S. Department of Education requires that states must examine data it receives through its data collections to determine if the data demonstrates noncompliance with the requirements of the Individuals with Disabilities Education Act (IDEA). If noncompliance is identified, the state must make a finding of noncompliance and require the local educational agency (LEA) to make corrections using federally specified procedures.

In order to carry out these requirements, the California Department of Education (CDE) Special Education Division (SED) reviews and analyzes student level data submitted to monitor compliance with state and federal requirements. Specifically, the data is analyzed in relationship to three compliance indicators from the California State Performance Plan (SPP):

- **Indicator 11 (Eligibility Evaluation):** One hundred percent of children were evaluated within 60 days of receiving parental consent for initial evaluation.
- **Indicator 12 (Part C to B Transition):** One hundred percent of children referred by Part C prior to age three, who are found eligible for Part B, have an Individualized Education Program (IEP) developed and implemented by their third birthday.
- **Indicator 13 (Secondary Transition Goals/Services):** One hundred percent of youth aged 16 and above have an IEP that includes the eight required measurable elements of secondary transition planning.

In addition, data is analyzed for compliance with the state and federal timeframe requirements for:

- Annual IEP meeting (once a year) - **Overdue Annuals (without delay reason results in DINC)**

- Triennial re-evaluation to determine the student’s continued eligibility (every three years) - **Overdue Triennials (without delay reason results in DINC)**

Corrective actions for each of the noncompliant indicator findings is specified below:

Corrective Actions Table	
	Student Non-Compliant Finding Corrective Action
60 Day	If the IEP has not yet been completed, the LEA must convene the IEP team to develop the IEP and update the student data record. If the IEP was late, but has been completed, the LEA must update the student data record.
Part C to B	If the IEP has not yet been completed, the LEA must convene the IEP team to ensure that the student transitioning from early intervention services under Part C has an IEP developed and implemented, updating the student data record. If the IEP was late, but has been completed, the LEA must update the student data record.
IEP	For the student whose annual review was late and has still not been completed, the LEA must convene the IEP team to review and revise the IEP and update the student data record. If the IEP was late, but has been completed, the LEA must update the student data record.

DINC Notification Process:

CDE notifies LEAs by submitting a list of students of noncompliance and in the specific areas. LEAs are then required to respond using the CDE Portal, informing CDE that the IEP has been completed (Annuals/Triennials/Transition) or the LEA informs CDE of their plan to maintain and monitor timelines to ensure IEP Compliance.

TIPS TO AVOID CORRECTION WITH DATA IDENTIFIED NONCOMPLIANT (DINCS)

- Make sure that all students are evaluated within 60 days of the date that parents signed consent.
- Monitor all students who were qualified for part C and are now eligible for part B, hold IEP's for these identified students prior to the child's third birthday.
- Know the students who will be turning 16 and ensure that in the IEP prior that there is a developed transition plan with measurable goals in preparation for their transition process.
- Consult SELPA for any questions and assistance.
- Plan in advance.
- Should the LEA miss the required timeline, the LEA should reschedule the IEP meeting and utilize the CDE approved delay reasons:
 - Legal Proceedings
 - Parent Contacted, did not attend
 - School Emergency
 - Temporary School Closure
 - Timely IEP, Another IEP held after timely (eg. part 1, part 2-no show pending)
 - Transfer (late from another LEA, due immediately from another LEA)

DISPROPORTIONALITY (DISPRO)

“...the genesis of disproportionate representation is located beyond the borders of special education and requires a solid understanding of the intersection of culture, learning, disability, and the socio-historical constitution of educational processes and outcomes. Two issues are associated with the persistence of culturally and linguistically diverse overrepresentation in special education, namely the issues related to understanding the complexity of this problem and also difficulties associated with the use of research knowledge to address it. Ultimately, what is needed is the transformation and improvement of educational systems in culturally responsive ways.” -The EDGE Magazine

Disproportionality is the “overrepresentation” of a particular racial or ethnic group in one of four areas:

- Special education in general;
- Special education within a specific disability category;
- Disciplinary action, and;
- More restrictive educational environments

Disproportionality Placement is determined by the following:

- Students with disabilities by race and ethnicity spending less than 40 percent of their academic time in general education.
- Students with disabilities by race and ethnicity in:
 - Separate Schools (only used if entire school is SWD only)
 - Hospital or homebound
 - Residential facilities

The following are the critical values and beliefs used to support districts and select resources:

- All students are learners.
- Educators must provide all students effective opportunities to learn the California academic content standards based on the Common Core State Standards.
- Educators must be more responsive to race, gender, and national origin, in order to reduce disparities among and between groups in academic achievement.
- Effective educator practice is driven by an understanding of content knowledge, evidenced-based instructional practices, and a commitment to all students and their families.
- Effective educators require continuous professional growth.
- Local school districts and their communities are key stakeholders to engage in critical conversations about culturally responsive educational systems.
- Disproportionality can no longer be viewed solely as a special education issue.
- Disproportionality is an outcome of policies, practices and beliefs.
- Disproportionate representation is a complex phenomenon.

In order for LEAs to address disproportionality, the adoption of these critical values and beliefs should be embraced.

Tips to Avoid Disproportionality

First of all, it is important to be mindful that disproportionality becomes the early warning system to Significant Disproportionality.

- Understand Disproportionality and the ramifications of this status and address early
- Have systems in place to ensure Least Restrictive Environments
- Recognize who is being suspended by keeping track of race/ethnicity
- Have systems in place to ensure interventions and supports.
- Conduct teacher training (e.g. classroom management)
- Ensure a positive school culture
- Input reason(s) in IEP for late annuals when delay is beyond LEAs control
- Input reason(s) in IEP for late triennials when delay is beyond LEA's control
- The use of Multi-Tiered Systems of support (MTSS)
- The use of Response to Intervention (RTI)
- Employ drop-out prevention efforts
- Implement culturally responsive practices
- Promote a just and equitable system that consistently increases access to opportunities for all students
- Participate in ongoing professional development through SELPA
- Review reports from electronic IEP system and/or student management system on an ongoing basis
- Upload all supporting documents to the electronic IEP system

SIGNIFICANT DISPROPORTIONALITY (SIG DIS)

Each year, under Title 34, Code of Federal Regulations, section 300.646 of the Individuals with Disabilities Education Act (IDEA), the California Department of Education (CDE) is responsible for collecting and examining data to determine if ***significant disproportionality*** is occurring in local educational agencies (LEAs) in the state.

Significant disproportionality results when a LEA remains in disproportionate status for three years, without significant growth towards moving out of disproportionality.

Significant Disproportionality is the determination that a school district (LEA) has significant over-representation based on race and ethnicity overall, by disability, by placement in particular educational settings, or by disciplinary actions.

A LEA is considered to have significant disproportionality if it meets the following:

- Overrepresentation in one or more areas of disproportionality
- In the same area
- Within the same population
- For three consecutive years

When a LEA is identified as significant disproportionate the following requirements must ensue:

- LEAs will be required to develop a CCEIS plan
- LEAs set-aside 15 percent of IDEA funds
- LEAs will submit Quarterly Progress Reports to the SELPA and then to CDE
- Must contract a minimum of 10 hours with a CDE Approved TA Facilitator, per indicator

New Significant Disproportionate Regulations

- Established a standard methodology States must use to determine whether significant disproportionality based on race and ethnicity is occurring in the State and in its LEAs.
- Clarified that the States must address significant disproportionality in the incidences, duration, and type of disciplinary actions, including suspensions and expulsions, using the same statutory remedies required to address significant disproportionality in the identification and placement of children with disabilities.
- Clarified requirements for the review and revision of policies, practices, and procedures when significant disproportionality is found.
- Require that LEAs identify and address the factors contributing to significant disproportionality as part of Comprehensive Coordinated Early Intervening Services (CCEIS) and allow these services for children from age 3 through grade 12, with and without disabilities.

Determining significant disproportionality

In determining whether significant disproportionality exists in a State or LEA, the State must set a:

- (A) Reasonable risk ratio threshold;
- (B) Reasonable minimum cell size;
- (C) Reasonable minimum n-size; and
- (D) Standard for measuring reasonable progress (optional)

Categories

- Identification (7 measures)
- Settings (2 measures)
- Discipline (5 measures)

Identification (7 measures)

The identification of children ages 3 through 21 as children with
The following impairments:

- (A) Intellectual disabilities;
- (B) Specific Learning disabilities;
- (C) Emotional Disturbance;
- (D) Speech Language impairment;
- (E) Other health impairments; and
- (F) Autism

Settings (2 measures)

1. For children with disabilities ages 6 through 21, inside a regular Class less than 40 percent of the day
2. For children with disabilities ages 6 through 21, inside separate Schools and residential facilities, not including homebound or hospital settings, correctional facilities, or private schools

Discipline (5 measures)

1. For children with disabilities ages 3 through 21, out-of-school Suspensions and expulsions of 10 days or fewer;
2. For children with disabilities ages 3 through 21, out of school Suspensions and expulsions for more than 10 days;
3. For children with disabilities ages 3 through 21, in school Suspensions of 10 days or fewer;
4. For children with disabilities ages 3 through 21, in school Suspensions of more than 10 days; and
5. For children with disabilities ages 3 through 21, disciplinary Removals in total, including in-school and out-of-school suspensions,

expulsions, removals by school personnel to an interim alternative education setting, and removals by a hearing officer.

Tips to Avoid Significant Disproportionality

- Be proactive in addressing disproportionality
- Closely monitor Disproportionality Data at all Sites
- Understand the timeline (3 Years) of being disproportionate leads to significant disproportionate
- Develop a Comprehensive Action Plan to Address Disproportionate Data in a Timely Manner
- Examine Suspension Data Regularly
- Adopt/Utilize Other Means of Correction to reduce suspensions
- The use of Multi-Tiered Systems of support (MTSS)
- Drop Out Prevention Monitored by CALPADS
- Review reports from electronic IEP system and/or student management system on an ongoing basis
- Upload all supporting documents to the electronic IEP system

Coordinated Early Intervening Services Programmatic Improvement Process

As a result of a district being significant disproportionate a requirement is that the Coordinated Early Intervening Process begins. The goal then becomes to get out of significant disproportionality with assistance that comes from what is referred to as the State's Performance Plan Technical Assistance Project.

The overall purpose of the project is to provide a system of technical assistance for local educational agencies (LEAs) working to address performance and compliance problems relating to disproportionality and significant disproportionality.

Once identified as significant disproportionate CDE recommends that all LEAs contact State Performance Plan Technical Assistance Project (SPP-TAP) staff for assistance with the Programmatic Improvement Process. More information can be found on the SPP-TAP Website.

This guidance is based upon the promising practices for improvement detailed in the national disproportionality literature and the federal guidance documents from the U.S. Department of Education (ED).

LEAs having significant disproportionality engage in a process for systems change designed to provide LEAs and school improvement teams with the knowledge and technical expertise to develop a thorough understanding of problems, issues, and concerns in their schools, and what needs to be done to address disproportionality.

The completion of the Significantly Disproportionate- Comprehensive Coordinated Early Intervening Services (CD-CCEIS) Programmatic Improvement Process involves the following four phases and activities:

Phase One-Getting Started

Activity One: Identify and Convene Leadership Team and Stakeholder Group, including SELPA

Activity Two: Contact the SPP-TAP Project at the Napa County Office of Education

Activity Three: Choose a Facilitator

Activity Four: Gather Relevant Data

Phase Two-Data and Root Causes Analysis

Activity One: complete a Local Educational Agency Initiative Inventory

Activity Two: Choose and Complete

Activity Three: Conduct Reflective Data Analysis

Activity Four: Determine Root Cause(s) Based on Data

Phase Three-Plan for Improvement

Activity One: Select Area of Focus

Activity Two: Develop Programmatic Improvement Action Plan

Phase Four-Implementing, Evaluating, and Sustaining

Phase Four of the Programmatic Improvement Process involves implementing, evaluating, and sustaining the changes initiated through the Programmatic Improvement Action Plan.

Activity One: Implement Programmatic Improvement Action Plan

Activity Two: Evaluate Effectiveness

Activity Three: Build Supports and Plan for Sustainability

PERFORMANCE INDICATOR REVIEW (PIR)

The performance Indicator Review (PIR) is a component of the Annual Submission Process (ASP). The PIR is part of the Special Education Division's (SED) overall Quality Assurance Process. It is designed to meet, along with our other processes, the requirements of a system of general supervision required by Title 34, Code of Federal Regulations, Section 300.600

PIR Plans are required from LEAs when one or more Performance Indicators have not been met to a degree that monitoring activities are required. All LEAs participate in PIR selection. LEAs are required to develop a plan of correction to address the special education state indicators in order to achieve compliance.

Effective July 2019, the Annual Submission Process requires that LEAs submit data through CALPADS this data is monitored by CDE to determine if LEAs are compliant or in need of monitoring activities.

Annual Performance Report

The APR is driven by requirements of the U.S. Department of Education (ED) and the office of special education programs (OSEP)

The APR consists of 17 indicators:

- Compliance (5)
- Performance (11)
- Both (1)

Targets for compliance indicators are set by OSEP at either 0 percent or 100 percent

Targets for performance indicators are set in collaboration with the various stakeholder groups and have been re-benchmarked for 2013-14 through 2019-20.

LEA Selection for Performance Indicator Review

- Indicator 1 Graduation Four Year Rate
- Indicator 2 Dropout Four Year Rate
- Indicator 3 Statewide Assessments
- Indicator 4 Suspension and Expulsion
- Indicator 5 Least Restrictive Environment
- Indicator 8 Parent Involvement
- Indicator 14 Post-school Outcomes
- Child Find (not fully active yet)*

CHILD FIND

Local educational agencies (LEAs) in California have an “affirmative, ongoing duty to identify, locate, and evaluate” all children and youth with disabilities, regardless of the severity of the disability. The mandate of the Individuals with Disabilities Act is called “Child Find” (34 CFR 300.111).

Child Find, while not fully active yet, will be one of the indicators for future Performance Indicator Reviews.

AT A GLANCE

- Child Find is a legal requirement that schools find all children who have disabilities and who may be entitled to special education services.
-
- Child Find covers every child from birth through age 21.

- The school must evaluate any child that it knows, or suspects may have a disability.

KEY TAKEAWAYS

- Every child from birth to age 21 is covered, including infants, toddlers and children who are homeschooled or in private school.
-
- Child Find does not require schools to agree to evaluate every child.
 - If a school refuses to evaluate a child, parents may challenge that decision.

PIR Selection/Calculations

Calculations are based on the Dashboard information. Calculations refer to the percent of Special Education students in the Local Education Agency (LEA). Statistical calculations are performed on LEAs (excluding outliers) and those found to be two standard deviations below the mean are identified (3.43%).

CDE looks at the data for LEAs to determine if they are selected based on not meeting established APR targets.

APR Targets Met	Dashboard
<ul style="list-style-type: none"> -Dropout Rate (Indicator 2) -Statewide Assessments Participation (Indicator 3) -Least Restrictive Environment (Indicator 5) -Parent Involvement (Indicator 8) -Post-School Outcomes (Indicator 14) 	<ul style="list-style-type: none"> -Graduation Rate (Indicator 1) -Statewide Assessments (Indicator 3) -Overall Discipline (Indicator 4)

PIR NOTIFICATION

LEAs and SELPA are notified by letter in which CDE identified unmet indicators. Additionally, the following are sent to LEAs:

- Plan requirements
- Data explanation
- Sample activities
- Forms to complete

A General Overview of PIR Activities

- LEA submits signed Assurances Form to SELPA
- LEA submits an Improvement Plan to SELPA (Only for LEAs which have unmet Indicators)
- SELPA reviews plans for the required components
- SELPA submits all plans to CDE via email

SELPA's Role in the PIR Process

In addition to Desert Mountain SELPA reviewing plans for the required components and submitting plans on behalf of districts, we also assume an active role in helping LEAs to understand the calculation of SPPIs and the implications of failure to meet the targets established for LEAs in California.

Assist the LEA in:

- Identifying and correcting noncompliant policies, procedures, and practices
- Identifying new strategies and activities that would contribute to a LEA's improvement
- Locating resources
- Collect and review all LEA plans to ensure that all required components are included
- Submit LEA's performance improvement plans to CDE

Tips to Avoid Performance Indicator Review (PIR)

- Implement practices and effective strategies for dropout reduction
- Utilize the California Career Resource Network (CALCRN)
- Ensure access and equity
- Supporting educators to identify and meet the needs of students with disabilities
- Supporting educators to identify and meet the needs of students with low literacy levels
- Supporting educators to identify and meet the needs of students with low math performance levels
- Implement practices and effective strategies for participation in statewide assessments.
- Implement ongoing practices for students with disabilities who require modifications and/or accommodations

COMPREHENSIVE REVIEW (COMP REVIEW)

Comprehensive Review occurs when the LEA is deemed non-compliant in several state indicators and improvement fails to change after multiple years. This is the most severe noncompliance status based on specific data, which requires needs assistance and substantial interventions.

The Special Education Indicators involved with comprehensive review, are as follows:

Indicator 1 - Graduation 4 – Year Rate

Indicator 2 - Dropout 4 Year Rate (<11.72%)

Indicator 3 - Statewide Assessment

% Participated (ELA>95%, Math>95%)

ELA Proficiency

Math Proficiency

Indicator 4 – Suspension/Expulsion

Overall (<2.76%)

Race/Ethnic

Indicator 5 – LRE

Inside of regular class 80% or more of day (>51.2%)

Inside of regular class less than 40% of day (<22.6%)

Indicator 6 – Preschool LRE

Regular Program (>43.8%)

Separate (<32.4)

Indicator 7 – Preschool Assessments

Indicator 8 – Parent Involvement

Indicator 9 – Racial/Ethnic Disproportionality

Indicator 10 – Disability Disproportionality (varies by disability)

Indicator 11 – Eligibility Evaluation (100%)

Indicator 12 – Part C to B Transition (100%) SELPA calculation

Indicator 13 – Secondary Transition Goals/Services (100%)

Indicator 14 – Post School

Higher Education (>56.3%)

Higher Education or Competitively Employed (>76.4%)

Any Post-Secondary Goals/Services (>85.0%)

Indicator 15 – Resolution Session**Indicator 16 – Mediation****Indicator 17 – State Systemic Improvement Plan**

Timely Corrections

Timely and Complete Reporting

Audit Findings

The purpose of Comprehensive Review is as follows:

- To provide effective general supervision to local educational agencies (LEAs) in accordance with the obligations imposed on the California Department of Education (CDE) under the Individuals with Disabilities Act (IDEA), in accordance with the State Performance Plan (SPP), and as required by Title 34 Code of Federal Regulations Section 300.600
- To ensure LEAs, county offices of education (COE), and Special Education Local Plan Area (SELPA) are providing appropriate supervision and monitoring for special education programs and services.
- To provide information to the CDE regarding key compliance questions leading to positive results for students.

LEAs are selected for participation in a CR based on their performance relative to SPP targets and include compliance and performance indicators. Specifically, the selection is based on scale scores applied to a LEA's Annual Performance Review (APR) measures which are the same indicators at the LEA level as are used for the SPP.

The LEA's APR may be found at <http://www.cde.ca.gov/sp/se/leadatarpts.asp>.

The scale works as follows:

- 4=the LEA met the target and the performance stayed the same or improved from the prior year
- 3=the LEA met the target and the performance did not stay the same or did not improve from the prior year

- 2=the LEA did not meet the target, but the performance stayed the same or improved from the prior year
- 1=the LEA did not meet the target and the performance did not stay the same and did not improve for the prior year
- 0=Unable to score the LEA due to the unavailability of data for the current or prior year

In addition, selection included non-indicator elements such as complaint noncompliance and timely submission of documents and data to the CDE. Scores for all elements were added together and the sum of scores are divided by the total number of valid indicators and elements. If an LEA's overall score was less than 70 percent, the LEA is selected for CR.

As a part of the CDE's responsibility for supervision and monitoring of LEAs for compliance with the IDEA, the CR process may include any, or all, of the following monitoring activities:

1. Review of selected pupil records and individualized education programs (IEPs) and infant records and individualized family services plans (IFSPs) to determine educational benefit (school-age student records only), compliance, service provision, and accuracy of data reported to the CDE.
2. Interviews and follow-up discussions with parents or guardians, general and special education teachers, and other school personnel.
3. Interview with LEA administrators regarding noncompliance identified in record reviews and through data analysis.
4. General parent/guardian input about special education programs and services collected from parent surveys. Parent Training and Information Centers, and Family Empowerment Centers serving families within the LEA's boundaries.
5. Review of local policies, procedures, and the Special Education Local Plan for compliance with IDEA.

6. Fiscal Review.

The parent input component of the CR uses three sources of parent input:

1. Input from the local parent training and information center.
2. Input from the local Community Advisory Committee.
3. Input from parents of students with an IEP in the LEA.

In order to facilitate gaining input from parents of current students with an IEP within the LEA, the CDE may request the LEA provide a list of students' names and the mailing address of their parent or guardian, by a specified date.

In order to facilitate parent input, the LEA may also choose to provide parents with the Web site of the parent survey at:
www.seedsofpartnership.org/monitoringsurvey.

The CDE usually complete a review of a sample of student records using a desk audit process. This process requires the CDE's Special Education Division (SED) to remotely access the LEA-based documentation, including but not limited to:

- Student individualized education programs (IEPs)
- Assessment plans and reports
- Meeting and other notification to parents

The CDE and LEA will coordinate the best way to gain electronic access to student records. The most practical way to permit electronic access to the LEA's computer-based IEP system (e.g., Special Education Information System), is for the LEA to authorize the CDE's SED to have temporary, read-only, student specific access to the LEA's electronic IEP system. This method eliminates the need to compile and physically transfer sensitive student information. Each LEA will need to provide instructions and any other information (e.g., username, password) for completing the evaluation. The LEA will work with the CDE to determine the duration for this review.

Results of the record reviews will be analyzed by the CDE to determine additional activities necessary for the CR process. LEA staff will be contacted to determine

the schedule and details for any activities taking place in the LEA, including technical assistance. As any activities which will involve the CDE being on-site will require preplanning on the part of the LEA, specific information will be provided by the CDE consultant leading the CR team.

The CR team is comprised of CDE Consultants, CDE Field Colleagues, SELPA Directors, and COE Superintendents and/or staff. CR team members will partner with the LEA to complete the review activities, as determined appropriate by CDE.

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PUPIL COUNT

Pupil Count is a tracking requirement of student data collection by the California Department of Education from all Local Education Agencies (LEAs). Pupil Count, depending on the time of year, will consist of a Student Demographic File, Student Services File, and Transition File. These files are provided through the SELPAs electronic IEP system, WebIEP. Secured student information is sent electronically through the California Longitudinal Pupil CALPADS utility provided through WebIEP so that LEAs can provide the data on a bi-monthly basis. Pupil Count is used for various tracking purposes and compliance reviews.

The reporting process with LEAs will be two-fold. Part of the Student Information will come from the LEAs Student Information System (SIS) and the other through the Electronic IEP System (WebIEP for Desert/Mountain and Desert/Mountain Charter SELPA). The new CALPADS Student Profile files will consist of Student Enrollment Information, Demographic Information, English Language Acquisition Status, and Student Program. The CALPADS Discipline File will consist of Student Incident, Student Incident Results, and Student Offense. CALPADS Special Education Files will consist of the Special Education Program, Student Services, and Post School Outcomes.

The data collection windows have changed starting with the 2019-20 school year. Fall 1 Window will be between October and December, Fall 2 Window will be between December and January, and End of Year (EOY) will be between May and August. These windows are subject to change regarding exact dates, but LEAs will be notified by CDE. Pupil Count will now have a two-prong certification process with the first layer of certification being completed by the LEA and the second layer of certification being completed by the SELPA.

CALIFORNIA SCHOOL DASHBOARD

The Dashboard is a powerful online tool to help districts and LEAs identify strengths and weaknesses and pinpoint student groups that may be struggling. It reports performance and progress on both state and local measures.

California's accountability system is based on multiple measures that assesses how local educational agencies LEAs and schools are meeting the needs of their students. Performance on these measures is reported on the California School Dashboard.

The dashboard contains reports that display the performance of local educational agencies (LEAs), schools and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement. It reports performance and progress on both state and local measures.

State measures apply to all LEAs, schools, and student groups and are based on data that is collected consistently across the state. Local measures apply at the LEA and charter school level and are based on data collected at the local level.

The state and local measures are drawn from the ten priority areas of the Local Control Funding Formula (LCFF)

The state measures are as follows:

- Chronic Absenteeism
- Suspension Rate
- English Learner Progress
- Graduation Rate
- Academic Performance
- College/Career

California's new accountability and continuous improvement provides information about how local educational agencies and schools are meeting the needs of California's diverse population.



Blue



Green



Yellow

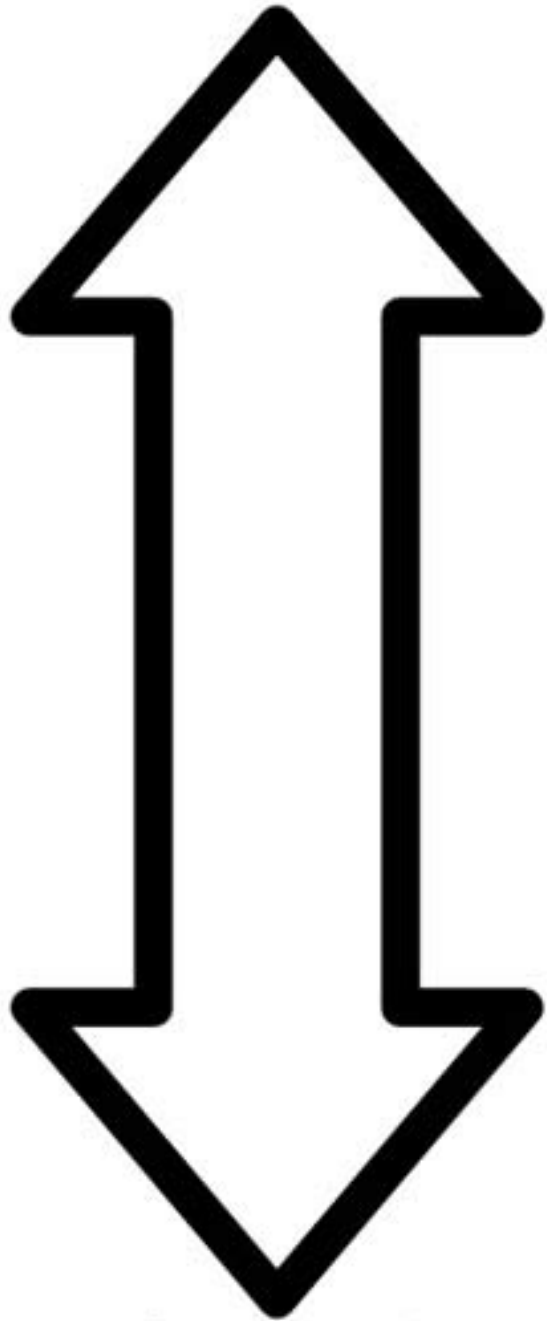


Orange



Red

Highest Performance



Lowest Performance

SCHOOL FUNDING

How are California Schools funded? It is important to understand how school funding relates to the state's compliance mandates.

Most of the funding for K-12 education comes from the state. In 2018-19, California public schools received a total of \$97.2 billion in funding from three sources: the state (58%), property taxes and other local sources (32%), and the federal government (9%). These shares vary across school districts.

Some districts, known as "basic aid" or "excess tax" districts, fund their revenue limit entirely through property taxes and receive no general purpose state aid. They also retain any excess property taxes within their district. This report focuses on basic aid districts.

Local Control Funding Formula

The Local Control Funding Formula, enacted through the 2013-14 state budget, is the new system for calculating funding for most public schools in California. Each district receives a "base grant" per student, plus additional "supplemental and concentration" grants for targeted students who are low income, foster youth, or English-Language Learners. All K-12 students in public schools are eligible for LCFF funds, with more funding for targeted students who are low income, in foster care, or English-Language Learners.

LCFF funds almost every service provided by public schools, including teacher salaries, classroom materials, and facilities. LCFF can be used for school-based mental health programs and staff, including social workers, counselors, nurses, and psychologists.

School districts are currently receiving LCFF funds, which will increase through 2020. Districts must submit a three-year Local Control and Accountability Plan (LCAP) and annual LCAP updates to their County Office of Education. The LCAP must demonstrate how funds will be used to support targeted students in eight distinct state priorities. It is estimated that, after years of cuts, a full implementation, LCFF will bring school funding to at least 2007 levels.

The state priorities most linked to student mental health include “pupil engagement” as measured in part by attendance and “school climate” as measured in part by suspension and expulsion rates.

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LCAP PRIORITIES

Local Indicators

Eight Priorities

Priority 1: Basic Services and Conditions at schools

State Indicator-N/A

Local Indicator-Text books availability, adequate facilities, and correctly assigned teachers

Priority 2: Implementation of State Academic Standards

State Indicator-N/A

Local Indicator-Annually report on progress in implementing the standards for all content areas

Priority 3: Parent Engagement

State Indicator-N/A

Local Indicator-Annually report progress toward seeking input from parents/guardians in decision making and promoting parental participation in programs

Priority 4: Student Achievement

State Indicator- Academic Performance-Grades 3-8 and Grade 11, English Learner Progress

Local Indicator-N/A

Priority 5: Student Engagement

State Indicators-Graduation Rate, Chronic Absenteeism

Local Indicators-N/A

Priority 6: School Climate

State Indicator-Suspension Rate

Local Indicator-Administer a Climate Survey every other year

Priority 7: Access to a Broad Course of Study

State Indicator-N/A

Local Indicator-Annually report progress on the extent students have access to, and are enrolled in, a broad course of study

Priority 8: Outcomes in a Broad Course of Study

State Indicator: College/Career

Local Indicators: N/A

KEY TERMS

Annual Performance Report (APR) – The annual Performance Report describes the state’s slippage in meeting the measurable and rigorous targets established in the State Performance Plan (SPP); and any revisions to the State’s targets, improvement activities or resources in the SPP and justifications for the revisions.

California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014. The CAASPP System replaced the Standardized Testing and Reporting (STAR) Program, which became inoperable on July 1, 2013. The CAASPP system includes the Smarter Balanced summative assessments for English language arts/literacy and mathematics, the California Science Tests, the reading/language arts standards-based Tests in Spanish, and the California Alternative Assessments.

California Collaborative for Educational Excellence (CCEE) Established pursuant to California Education Code Section 52074, which states that “(t)he purpose of the California Collaborative for Educational Excellence is to advise and assist school districts, county superintendents of schools, and charter school districts in achieving the goals set forth in a local control and accountability plan.” The CCEE is a public agency that is governed by a five-member governing board composed of the State Superintendent of Public Instruction (or his or her designee), a county superintendent of schools appointed by the Senate Committee on Rules, a superintendent of a school district appointed by the Governor, and a teacher appointed by the Speaker of the Assembly.

California Dashboard- A website released in March 2017 that parents/guardians, educators, and the public can use to see how districts and schools are meeting the needs of California’s diverse student population based on the concise set of measures included in the new accountability system, including test scores, graduation rates, English Learner progress, and suspension rates. Additionally, the Dashboard includes reporting and evaluation of local indicators. The Dashboard is part of California’s new school accountability system based on the Local Control Funding Formula, enacted in 2013. As provisioned in California Education Code, the Dashboard will be used to support local educational agencies (LEAs) in identifying strengths, weaknesses, and areas for improvement; to assist

in determining whether LEAs and schools are eligible for technical assistance; and to assist the state in determining whether LEAs and schools are eligible for more intensive support/intervention.

California Department of Education (CDE) – An agency within the Government of California that oversees public education. Its headquarters are located in the U.S. state of California’s capital city, Sacramento.

CalEDFacts- A compilation of statistics and information on a variety of issues concerning education in California.

CALPADS – A longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

Child Find- A legal requirement that schools find all children who have disabilities and who may be entitled to special education services. Child find covers every child from birth through age 21. The school must evaluate any child that it knows, or suspects may have a disability.

Disproportionality – The overrepresentation of a particular racial or ethnic group in a particular area

Every Student Succeeds Act (ESSA)- On December 10, 2015, President Obama signed Every Student Succeeds Act (ESSA), reauthorizing the federal Elementary and Secondary Education Act (ESSA) and replacing the No Child Left Behind Act (NCLB), the 2001 reauthorization of ESSA.

Individualized Education Program (IEP) – a document that is developed for each public school child who is eligible for special education. The IEP is created through a team effort reviewed periodically. This document is the foundation that directs instructional planning for the student with exceptional needs.

Individuals with Disabilities Education Act – The individuals with Disabilities Education Act is a four-part piece of American legislation that ensures students with a disability are provided with Free Appropriate Public Education that is tailored to their individual needs. IDEA was previously known as the Education

for All Handicapped Children Act from 1975 to 1990. In 1990, the United States Congress reauthorized EHA and changed the title to IDEA. Overall, the goal of IDEA is to provide children with disabilities the same opportunity for education as those students who do not have a disability.

Least Restrictive Environment – In the U.S. the Individuals with Disabilities Education Act is a special education law that mandates regulation for students with disabilities in order to protect their rights as students and the rights of their parents. Under this act it is required that all students receive a Free and Appropriate Education, and that these students should be educated in the least restrictive environment. The least restrictive environment clause states that students with disabilities should be educated with students without disabilities to the maximum appropriate extent. If a student should require supplementary aids and services necessary to achieve educational goals while being placed in a classroom with students without disabilities, they should be provided as needed.

Local Control Funding Formula (LCFF) - California's school funding law is a way for schools to focus on student success. LCFF also requires your school district to focus on the eight key areas that help all students succeed.

Minimum cell size – the minimum number of children experiencing a particular outcome, to be used as the numerator when calculating either the risk for a particular racial or ethnic group or the risk for children in all other racial or ethnic groups.

Minimum n-size – the minimum number of children with disabilities enrolled in an LEA with respect to identification, and the minimum number of children with disabilities enrolled in a LEA with respect to placement and discipline, to be used as the denominator when calculating either the risk for children in all other racial or ethnic groups.

Significant Disproportionality- the determination that a school district (LEA) has significant over-representation based on race and ethnicity overall, by disability, by placement in particular educational settings, or by disciplinary actions.

United States Department of Education – The United States Department of Education, also referred to as the ED for education Department, is a Cabinet-level

department for the United States government. It began operating on May 4, 1980, having been created after the Department of Health, Education, and Welfare was split into the Department of Education and the Department of Health and Human Services by the Department of Education Organization Act, which President Jimmy Carter signed into law on October 17, 1979.

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RESOURCES

California Dashboard

<https://www.caschooldashboard.org>

The California Assessment of Student Performance and Progress (CAASPP)

<https://www.cde.ca.gov/ta/tg/ca/>

The California Collaborative for Educational Excellence (CCEE)

<http://ccee-ca.org>

CalEDFacts

<https://www.cde.ca.gov/re/pn/fb/>

California State Board of Education (SBE)

<https://www.cde.ca.gov/be/>

Federal Program Monitoring

<https://www.cde.ca.gov/ta/cr/>

LCAP

<https://www.cde.ca.gov/re/lc/>

LCFF

<https://www.cde.ca.gov/fg/aa/lc/lcffoverview.asp>

Performance Indicator Review

<https://www.cde.ca.gov/re/lc/>

APPENDICES

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7.2 Compliance Update

No materials, verbal report

7.3 2019-20 Local Control and Accountability Plan
No materials, verbal report

7.4 Local Plan Rewrite

No materials, verbal report

7.5 Authorizing Charter Schools
No materials, verbal report

Desert/Mountain SELPA
Resolution Support Services Summary
July 1, 2018 - June 30, 2019

DISTRICT												CASE ACTIVITY FOR CURRENT YEAR				
	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	Total	D /W	Resolution	Mediation	Settled	Hearing
Adelanto SD	0	2	0	3	6	5.5	2.5	5	3	3.5	30.5	0	0	0	3.5	0
Apple Valley USD	2	1.33	0	0	2	1	1.5	1.5	0	3.5	12.83	0	0	0	3.5	0
Baker USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Barstow USD	0	1	0	0	0	0	1	3.5	0	2	7.5	0	0	0	2	0
Bear Valley USD	0	0	1	0	0	0	0	1	2	0	4	0	0	0	0	0
Helendale SD	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0
Hesperia USD	2.5	1	5.5	4	3	5	7.5	7	6	7	48.5	0	0	0	7	0
Lucerne Valley USD	0	4	0	1	2	1	1	2	0	1.5	12.5	1	0	0	0.5	0
Needles USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oro Grande SD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Silver Valley USD	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0
Snowline USD	0	0	2	1	1	5	4.5	6.5	2	8.5	30.5	2	0	0	6.5	0
Trona USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Victor Elementary SD	1	1	1	1	4.33	3.33	1.83	2.5	6.5	0	22.49	0	0	0	0	0
Victor Valley Union High SD	2.5	0	2	4	3.33	4.3	7.83	4	4	8.5	40.46	1	0	0	7.5	0
Academy for Academic Excellenc	0	1.33	0	0	4	2	0	1	2	1	11.33	0	0	0	1	0
CA Charter Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Desert/Mountain OPS	0	0.34	0.5	1	1.33	0.83	4.33	3	1.5	3	15.83	0	0	0	3	0
Excelsior Education Center	0	0	0	0	0	0	0	0	0	0.5	0.5	0	0	0	0.5	0
Explorer Elementary	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0
Health Sciences HS & MS	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0
High Tech Elementary P. L.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	1	0	0	0	0	1	0
High Tech Middle	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0
High Tech High	0	0	2	2	0	1	0	0	0	2	7	0	0	0	2	0
High Tech High International	0	0	0	1	2	0	0	0	0	0	3	0	0	0	0	0
High Tech High Media Arts	0	2	0	0	2	0	0	0	0	0	4	0	0	0	0	0
High Tech Middle Media Arts	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0
High Tech High Statewide Benefi	0	1	2	0	2	1	1	3	2	0	12	0	0	0	0	0
SELPA-WIDE TOTALS	8	15	17	18	33	29.96	33	40	34	43	269.94	4	0	0	39	0

Districts showing a value of .50 above indicates that the district is a co-respondent with another district.

Districts showing a value of .25 above indicates that the district is a co-respondent with 3 other districts.

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Apple Valley USD Case No. 2018070020	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Assessments and additional services 4. Denial of FAPE	06/27/18	07/05/18	N/A	08/10/18	08/22/18	8/10/18 – settlement agreement signed - CLOSED
2. Hesperia USD Case No. 2018070273 (Sibling of Case 3)	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Assessments and additional services 4. Denial of FAPE	07/03/18	07/17/18	08/21/18	10/08/18	10/16/18 – 10/18/18	Resolution was held and no settlement was reached; parents and district agreed to attend mediation – settled at mediation - CLOSED
3. Hesperia USD Case No. 2018070287 (Sibling of Case 2)	1. Placement and supports 2. Levels, types, frequency & duration of services 3. Failure to hold annual IEP Team meetings 4. Behavioral assessments and supports 5. Denial of FAPE	07/03/18	07/17/18	08/21/18	09/10/18	09/18/18 – 09/20/18	Resolution was held and no settlement was reached; parents and district agreed to attend mediation – Settled at mediation - CLOSED
4. Apple Valley USD & SBCSS D/M Ops Case No. 2018071093	1. Lack of appropriate progress toward goals 2. Failure to provide BCBA behavior interventionist 3. Denial of FAPE	07/24/18	07/31/18; rescheduled to 08/15/18	N/A	09/07/18	09/19/18	8/15/18 – case withdrawn by parents at resolution – CLOSED

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
<p style="text-align: center;">5. Hesperia USD & Excelsior Charter School Case No. 2018071045</p>	<ol style="list-style-type: none"> 1. Child find; failure to assess 2. Failure to assess in all areas of suspected disability/inadequate assessment 3. Goals are not meaningful or appropriate 4. Program and supports 5. Procedural safeguards; denial of parent right to meaningfully participate in education program 6. Denial of FAPE 	07/25/18	08/09/18	09/20/18	10/19/18	10/30/18- 11/01/18	<p>All-day resolution was held with parent and advocate (attorney declined to attend); offer of settlement was negotiated/tendered but full settlement has not been reached 09/20/18 – mediation 10/04/18 – settled following mediation with written agreement - CLOSED</p>
<p style="text-align: center;">6. Hesperia USD Case No. 2018071261</p>	<ol style="list-style-type: none"> 1. Program and supports 2. Placement 3. Failure to assess in all areas of suspected disability 4. FBA/ERMHS Assessments 5. Speech and language assessment 6. Assistive Technology assessment 7. Denial of FAPE 	07/31/18	08/13/18	N/A	09/17/18	09/26/18	<p>8/13/18 – case settled at resolution with written agreement – CLOSED</p>

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
7. Hesperia USD Case No. 2018080008	<ol style="list-style-type: none"> 1. Failure to conduct triennial assessment 2. Failure to assess in all areas of suspected disability 3. Supports and services 4. Procedural safeguards; denial of parent right to meaningfully participate in education program 5. PLPs and goals 6. Denial of FAPE 	08/01/18	08/13/18	N/A	09/17/18	09/25/18	Prior to resolution, LEA learned parent had not been a resident of the district nor resided at the address listed in the complaint prior to the end of 17/18 school year; parent had not filed Inter-District Transfer for student or his five siblings. At resolution, parent admitted her address was not within district boundaries and her attorney stopped the resolution in order to address the factual inconsistencies in the complaint – 08/28/18 - withdrawn at resolution - CLOSED
8. Victor Valley UHSD Case No. 2018080981	<ol style="list-style-type: none"> 1. Placement and supports 2. Assessments and additional supports 3. FAPE 	08/23/18 10/26/18	09/05/18	N/A	10/08/18	10/17/18	09/05/18 – resolution meeting 10/04/18 – awaiting NPS placement decision 10/26/18 – still awaiting resolution settlement agreement – delayed due to placement options and death

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
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LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
							in the family; settled prior to hearing - CLOSED
9. Apple Valley USD D/M Operations Case No. 2018090014	1. Placement and supports 2. Assessments 3. LRE 4. FAPE	08/31/18	09/13/18	11/30/18		01/29 – 01/31/19	09/13/18 – resolution meeting – agreed to reconvene after NPS visits take place 11/30/18-Mediation held; no settlement reached 01/17/19 – settlement delayed due to fees from \$91,000 to \$11,000; CLOSED
10. Victor Valley UHSD Case No. 2018090033	1. Placement and supports 2. Assessments 3. FAPE	08/31/18	09/28/18		09/28/18	10/12/18	9/28/18 – CLOSED written settlement county provision w/1:1 aide, not stayput; transportation; IEE for SLA & AAC;
11. Apple Valley USD & Victor Valley UHSD Case No. 2018090305	1. Withheld info when failed to offer behavior plan 2. Denied FAPE when failed to address behaviors 3. Deprived of Ed Benefit when failed to provide AAC 4. Denied FAPE – no SLP assessment	09/14/18	10/02/18		03/15/19	03/26 - 03/28/19	Pursuing the waiving of statute of limitations; likely going to hearing; seeking placement 10/26/18 – placement issue 02/12/19 – interim placement 20 days; 03/12/19 – interim placement extended 40 days;

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
							04/23/19 – settled; OAH and civil claims - CLOSED
12. Victor Valley UHSD Case No. 2018090720	1. Academic struggles; SL deficits; behavior problems	09/18/18	10/02/18	12/06/18		02/05 – 02/07/19	10/26/18 – agreed to requested IEE, parent refused to sign; student expelled May 2018 for assault on teacher; resolution stopped by attorney; settled 01/17/19 psycho ed provided and ERMHS placement agreement; CLOSED
13. Barstow USD Case No. 2018090940	1. Failure to hold IEP pursuant to assessment of 9/28/17 2. Goals not reasonably calculated 3. Failure to conduct ERMHS 4. Denied FAPE with no referral for CAPD	09/25/18	10/22/18	12/10/18	01/04/19	01/15-01/17/19	10/22/18 – resolution meeting scheduled; matter proceeding to mediation on 12/10/18; CLOSED
14. Apple Valley USD Case No. 2018090891	1. Failure to assess 2. Child Find	09/27/18	10/03/18				10/03/18 – settled at resolution meeting; provide assessment; provide comp. ed. - CLOSED
15. Victor Valley UHSD Case No. 2018090862	1. Denial of FAPE 2. LRE placement	09/25/18	10/10/18		11/09/18	11/20/18	WITHDRAWN - CLOSED
16. Snowline JUSD Case No. 2018100029	1. Appropriate placement and services	09/28/18	10/10/18		11/19/18	11/27/18	10/18/18 – settled at resolution meeting

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
							1. Behavior intervention training 2. NPA at training 3. IEE – FBA – CLOSED
17. Barstow USD Case No. 2018100504	1. Ongoing behavior issues 2. Denial of FAPE	10/09/18	10/23/18	01/10/19		03/05 – 03/07/19	Seeking comp ed IEE – Psycho Ed, FBA BII/BCBA, ERMS; settled at mediation; CLOSED
18. Hesperia USD Case No. 2018100445	1. Child Find 2. Failure to assess in all areas 3. Procedural	10/09/18	Waived	12/12/18 02/11/19	01/18/19 03/22/19	01/29 – 01/31/19 04/02- 04/04/19	Mediation timeline waived; mediation held, not settled; 05/26/19 - preparing for hearing; CLOSED
19. Victor Valley UHSD Case No. 2018110333	1. Child find 2. Behavior 3. Declining grades 4. Residential placement	11/08/18	12/3/18	TBD	12/24/18	01/03/19	Student incarcerated; settlement offer pending parent approval; settled 12/14/18; CLOSED
20. Snowline JUSD Case No. 2018110496	1. Manifestation determination dispute & expulsion 2. Extensive discipline history without FBA or ERMHS 3. Counseling & compensatory education	11/13/18	11/19/18	TBD		01/08 – 01/10/19	Expedited dates were dismissed by parent attorney; settled post-resolution; CLOSED
21. Snowline JUSD (district filing against parent) Case No. 2018110911	1. Lack of parent consent to implement IEP 2. Order to implement	11/27/18	N/A	TBD	12/12/18	12/27/18	District has not been able to secure parent consent to implement the student's IEP and seeks order from OAH; parent has cross-filed

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
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LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
							against district (see #23 below); CLOSED
22. Snowline JUSD/DM Operations Case No. 2018120028	<ol style="list-style-type: none"> 1. Failure to assess in all areas 2. Denial of FAPE <ol style="list-style-type: none"> a. IEP not specially designed b. Goals not reasonably calculated 3. Lack of educational benefit <ol style="list-style-type: none"> a. All issues not related to DHH 4. Seeking Implementation of complete IEE, ESY services, etc. 	11/30/18	12/11/18	TBD	01/18/19	01/24/19	02/05/19 – settled; settlement delayed due to fees from \$99,000 to \$14,000; CLOSED
23. Snowline JUSD/Adelanto Elem SD Case No. 2018120063	<ol style="list-style-type: none"> 1. Lack of progress on goals 2. Goals repeated year after year 3. Violation of classroom care plan 4. Hostile environment 5. Least restrictive environment 6. Seeking 1:1 nurse and NPS 	12/04/18	Waived	Cancelled	04/12/19	04/23/19	Parent cross-filing for #21 above, against both district of residence and current district of service; cases combined; 03/22/19 – settled in IEP - CLOSED
24. Lucerne Valley USD/Sky Mtn Case No. 2018110130	<ol style="list-style-type: none"> 1. LRE – Home School Charter vs. SDC placement 2. Denial of FAPE 3. IEE 4. Denial of services 5. Transportation 	12/19/18	01/15/19	TBD	02/01/19	02/12/19-02/14/19	12/19/18 – resolution meeting scheduled; Parent has advocate, not attorney. CDE complaint filed. Amended complaint filed to add Lucerne Valley USD

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
							who previously held Sky Mtn. Charter; 01/30/19 – parent withdrawal/dismissed; CLOSED
25. Victor Valley UHSD & Adelanto SD 2018120901	1.Failure to provide safe placement 2. Services not provided 3. Procedural violations as a result of extended absence	01/07/19	01/18/19		02/06/19	02/20/19 – 02/21/19	Settlement pending; 03/26/19 – parent refusing teacher; settled - CLOSED
26. Lucerne Valley & Colton USD 2019010519	1. Denial of FAPE 2. Failure to assess 3. RTC	01/15/19	Held between Sky Mountain & Colton USD	06/28/19	03/04/19 Rescheduled to 03/29/19 08/16/19	03/12 – 03/14/19 Rescheduled to 04/09 – 04/11/19 08/27-29/19	The case is against Sky Mountain chartered by Lucerne Valley USD; not our SELPA; CLOSED
27. Snowline JUSD & D/M Operations Case No. 2019010954	Denial of FAPE: 1. Failure to make progress 2. Failure to provide AAC 3. Failure to perform timely services 4. Delay in providing BCBA	01/24/19	03/13/19		03/11/19	03/19 – 03/21/19	Timeline waived; agreement reached at resolution; CLOSED
28. Hesperia USD 2019011096	Denial of FAPE 1. MD violation 2. Failure to provide behavior, social skills, and ERMH support	01/29/19	02/12/19	02/11/19	02/11/19	02/19 – 02/20/19	Expedited for M.D. issues; settled 02/07/19; CLOSED

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
	3. Failure to assess for OT, SLP, and transition						
29. VVUHSD 2019020345	Denial of FAPE 1. Not implementing IEP 2. Not providing home school teacher	02/08/19	02/20/19 03/04/19 continued		03/25/19	04/03 – 04/09/19	03/04/19 agreement reached at resolution; CLOSED
30. Snowline JUSD 2019020574	Failure to assess in all areas: 1. ERMHS 2. FBA 3. OT 4. SCIA Denial of FAPE “de minimis benefit”; Child Find August 2017 – September 2018;	02/05/19	02/27/19	04/19/19	05/13/19	09/17 – 09/19/19	Premature filing; resolution held; no agreements; IEP held 02/28/19; parents not agreeing to offer of 1:1; district refusing IEE – filing to defend; not settled; mediation; not settled; 08/23/19 settled between attorneys. CLOSED
31. VVUHSD 2019020955	Denial of FAPE 1. Failure to provide 1:1 2. Failure to assess for FBA 3. Failure to provide OT, SLP, ITP 4. Failure to provide 3 year assessment 5. Last IEP January 2018	02/25/19	03/12/19		04/15/19	04/23 – 04/25/19	Seeking: IEEs – Psycho Ed, FBA, SLP, OT; agreement reached; settled at resolution of 03/12/19; CLOSED
32. High Tech Elem 2019021048	Denial of FAPE 1. Inadequate placement, support, LRE;	02/27/19	03/14/19	05/02/19	04/15/19	04/23 – 04/25/19	Reading support; communication system; OT; Comp. education; no agreement on private

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
	2. Failure to provide supports and services to make progress; 3. Failure to provide SLP 4. Failure to provide behavior support						handwriting tutor, APE, academic coach; settled; CLOSED
33. Academy of Academic Excellence (AAE) 2019020696	Denial of FAPE 1. Child Find 2. Denial of FAPE 3. No provision of: FBA, SLP, 1:1, psycho-ed;	02/19/19	03/05/19	04/19/19	05/08/19	05/29 – 05/30/19	Compensatory Education; student retained; Independent Educational Evaluation: Psycho Education; compensatory speech if identified; Educationally Related Mental Health Services (ERMHS); CLOSED
34. Snowline JUSD Not Assigned	1. District was preparing to file on parents 2. Parent refusing NPS placement 3. Student expelled	03/2019					Withdrawn by district; expulsion pending 03/14/19; NPS placement; student relocated; CLOSED
35. High Tech Elem 2019021048	FAPE: 1. Adaptive physical education 2. Behavioral support 3. OT and PT 4. Academic coach 5. SLD 6. ESY	02/27/19	03/14/19	05/02/19	05/15/19	06/04 – 06/06/19	Settled post mediation; reimburse tuition and services; CLOSED
36. High Tech High SBC Chula Vista	1. Find student eligible for special education 2. Failure to hold a MD	03/12/19	04/01/19		04/26/19	05/07-05/09/19	Student eligible; expulsion withdrawn; settled CLOSED

**Desert/Mountain SELPA
Resolution Support Services Activity Summary
July 1, 2018 – June 30, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
2019030487							
37. Hesperia USD 2019040241	1. Assessments 2. Supports 3. Insufficient goals	04/04/19	04/12/19		05/20/19	05/29- 05/30/19	Withdrawn; CLOSED
38. High Tech High 2019050341	1. Denial of FAPE a. Occupational Therapy b. Assistive Technology c. Speech Language Pathology d. Functional Behavioral Assessment e. Educationally Related Mental Health Services (ERMHS) 2. Reduced services 3. Meaningful participation 4. Measurable goals	05/08/19	06/03/19	06/20/19	06/24/19	07/02 – 07/03/19	Settled at mediation. CLOSED
39. Adelanto SD 2019050319	1. FAPE 2. Placement 3. Functional Behavioral Assessment 4. Parent participation	05/07/19	06/07/19	07/12/19	07/29/19	08/06- 08/08/19	Not settled at resolution. Mediation calendared. Settled two days before mediation on 7/10/19. CLOSED

Desert/Mountain SELPA
Due Process Summary
July 1, 2019 - September 20, 2019

DISTRICT													CASE ACTIVITY FOR CURRENT YEAR				
	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	Total	D /W	Resolution	Mediation	Settled	Hearing
Adelanto SD	0	2	0	3	6	5.5	2.5	5	3	3.5	0	30.5	0	0	0	0	0
Apple Valley USD	2	1.33	0	0	2	1	1.5	1.5	0	3.5	2	14.83	0	0	0	2	0
Baker USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Barstow USD	0	1	0	0	0	0	1	3.5	0	2	0	7.5	0	0	0	0	0
Bear Valley USD	0	0	1	0	0	0	0	1	2	0	0	4	0	0	0	0	0
Helendale SD	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
Hesperia USD	2.5	1	5.5	4	3	5	7.5	7	6	7	5	53.5	0	2	1	2	0
Lucerne Valley USD	0	4	0	1	2	1	1	2	0	1.5	0	12.5	0	0	0	0	0
Needles USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oro Grande SD	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	0
Silver Valley USD	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Snowline USD	0	0	2	1	1	5	4.5	6.5	2	8.5	1	31.5	0	0	0	1	0
Trona USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Victor Elementary SD	1	1	1	1	4.33	3.33	1.83	2.5	6.5	0	2	24.49	0	2	0	0	0
Victor Valley Union High SD	2.5	0	2	4	3.33	4.3	7.83	4	4	8.5	1	41.46	0	0	0	1	0
Academy for Academic Excellenc	0	1.33	0	0	4	2	0	1	2	1	1	12.33	0	1	0	0	0
CA Charter Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Desert/Mountain OPS	0	0.34	0.5	1	1.33	0.83	4.33	3	1.5	3	0	15.83	0	0	0	0	0
Excelsior Education Center	0	0	0	0	0	0	0	0	0	0.5	0	0.5	0	0	0	0	0
Explorer Elementary	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
Health Sciences HS & MS	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	1	0
High Tech Elementary P. L.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0	0	0
High Tech Middle	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
High Tech High	0	0	2	2	0	1	0	0	0	2	1	8	0	0	0	1	0
High Tech High International	0	0	0	1	2	0	0	0	0	0	1	4	0	0	0	1	0
High Tech High Media Arts	0	2	0	0	2	0	0	0	0	0	0	4	0	0	0	0	0
High Tech Middle Media Arts	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0
High Tech High Statewide Benefi	0	1	2	0	2	1	1	3	2	0	0	12	0	0	0	0	0
SELPA-WIDE TOTALS	8	15	17	18	33	29.96	33	40	34	42	16	285.9	0	5	1	10	0

Districts showing a value of .50 above indicates that the district is a co-respondent with another district.

Districts showing a value of .25 above indicates that the district is a co-respondent with 3 other districts.

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2019 – September 20, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Snowline JUSD 2019061248	1. Free Appropriate Public Education <ul style="list-style-type: none"> a. Alternative Augmentative Communication (AAC) b. Occupational Therapy c. Functional Behavior Assessment (FBA) d. Missing IEP members e. Placement 	06/28/19	07/22/19	08/28/19	08/16/19	10/01/19 – 10/03/19	Resolution on phone; no settlement reached; mediation held; settled 09/03/19; CLOSED
2. Apple Valley USD 2019070018	1. Free Appropriate Public Education <ul style="list-style-type: none"> a. Health Aide b. Late assessment 	06/25/19	07/19/19				07/19/19 settled - CLOSED
3. Apple Valley USD 2019061059	1. Failure to assess <ul style="list-style-type: none"> a. Occupational Therapy b. Speech Language Pathology c. Adaptive Physical Education d. Alternative Augmentative Communication 	06/28/19	Waived		08/12/19	08/20/19 – 08/22/19	Attorneys negotiating outside of resolution; settled 08/14/19; CLOSED
4. High Tech High 2019070209	1. Free Appropriate Public Education <ul style="list-style-type: none"> a. Placement b. Educationally Related Mental Health Services (ERMHS) 	07/08/19	07/17/19				07/23/19 settled - CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2019 – September 20, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
5. Hesperia USD 2019070638	1. Free Appropriate Public Education a. Speech Language Pathology b. Functional Behavior Assessment c. Goals d. Occupational Therapy	07/17/19	08/23/19		08/30/19	09/10/19 – 09/12/19	Settled at resolution 08/23/19; CLOSED
6. Health Sciences 2019070740	1. Failure to evaluate Functional Behavior Assessment (FBA), Speech and Language, and Educationally Related Mental Health Services (ERMHS)	07/18/19	07/31/19		08/30/19	09/10/19 – 09/12/19	Agreement reached 08/26/19; CLOSED
7. Victor Valley Union High School Dist 2019070699	1.Free Appropriate Public Education a. Lack of appropriate program b. Functional Behavior Assessment (FBA) c. Educationally Related Mental Health Services (ERMHS) d. Occupational Therapy e. Adapted Physical Education	07/17/19	08/16/19		08/30/19	09/10/19 – 09/12/19	Settled at resolution 08/16/19; CLOSED
8. Hesperia USD 2019070805	Failure to assess a. Functional Behavior Assessment (FBA)	07/22/19	08/06/19		08/30/19	09/10/19 – 09/12/19	Agreement reached; settled 08/12/19; CLOSED

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2019 – September 20, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
	<ul style="list-style-type: none"> b. Educationally Related Mental Health Services (ERMHS) c. Speech Language, pragmatics 						
9. Oro Grande SD 20190710076	1.Free Appropriate Public Education <ul style="list-style-type: none"> a. Functional Behavior Assessment (FBA) b. Educationally Related Mental Health Services (ERMHS) c. One-to-one aide d. Reading goals 	07/26/19	08/08/19		09/09/19	09/17/19 – 09/19/19	Settled 08/08/19 at resolution; CLOSED
10. Hesperia USD 2019071079	1.Free Appropriate Public Education <ul style="list-style-type: none"> a. Reading goals b. Writing goals c. Math goals 	07/26/19	Waived	10/08/19	11/25/19	12/03 – 12/05/19	Timeline violated; opposing attorney refused resolution;
11. Hesperia USD 2019071077	1. Child Find	07/26/19	08/12/19	10/07/19	09/16/19	09/24/19 – 09/26/19	No settlement at resolution;

**Desert/Mountain SELPA
Due Process Activity Summary
July 1, 2019 – September 20, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
12. Hesperia USD 2019081039	1. Free and Appropriate Public Education (FAPE); Least Restrictive Environment (LRE) placement; 2. Meaningful participation 3. Assessments: Functional Behavior Assessment Occupational Therapy Speech Language Therapy 4. Goals for sensory processing	08/27/19	09/10/19		10/14/19	10/22- 10/24/19	
13. Victor Elem SD 2019081037	1.Appropriate placement Non-public School (NPS)	08/27/19	09/17/19		10/14/19	10/22- 10/24/19	

Desert /Mountain SELPA
Legal Expense Summary
As of September 20, 2019

2000-2001	\$39,301.51
2001-2002	\$97,094.90
2002-2003	\$37,695.13
2003-2004	\$100,013.02
2004-2005	\$136,514.09
2005-2006	\$191,605.08
2006-2007	\$140,793.00
2007-2008	\$171,614.04
2008-2009	\$263,390.71
2009-2010	\$114,076.96
2010-2011	\$293,578.50
2011-2012	\$567,958.10
2012-2013	\$321,646.04
2013-2014	\$250,372.65
2014-2015	\$297,277.76
2015-2016	\$204,756.26
2016-2017	\$233,130.03
2017-2018	\$247,459.52
2018-2019	\$314,479.71
2019-2020	\$16,781.50

**Desert/Mountain Charter SELPA
Due Process Summary
July 1, 2019 - September 20, 2019**

D = Complaint Dismissed W = Complaint Withdrawn

DISTRICT										CASE ACTIVITY FOR CURRENT YEAR				
	13/14	14/15	15/16	16/17	17/18	18/19	19/20		Total	D/W	Resolution	Mediation	Settled	Hearing
Allegiance STEAM Acad - Thrive	N/A	N/A	N/A	N/A	N/A	0	0		0	0	0	0	0	0
Aveson Global Leadership Acad	N/A	N/A	2	1	5	1.5	0		9.5	0	0	0	0	0
Aveson School of Leaders	N/A	N/A	0	3	1	1.5	0		5.5	0	0	0	0	0
Ballington Acad for Arts & Sci	N/A	N/A	N/A	N/A	0	2	0		0	0	0	0	0	0
Desert Trails Prep Academy	0	0	0	0	0	0	0		0	0	0	0	0	0
Encore Junior/Senior High School	0	0	0	0	0	0	0		0	0	0	0	0	0
Encore High School, Riverside	N/A	N/A	0	0	0	1	1		2	0	0	0	1	0
Julia Lee Performing Arts Acad	N/A	N/A	N/A	N/A	N/A	0	0		0	0	0	0	0	0
LaVerne Elem Preparatory	0	0	0	0	0	0.5	0		0.5	0	0	0	0	0
Leonardo da Vinci Health Sci	0	0	0	0	0	0	0			0	0	0	0	0
Odyssey Charter School	N/A	N/A	0	0	0	0	0		0	0	0	0	0	0
Odyssey Charter School - South	N/A	N/A	N/A	N/A	N/A	0	0		0	0	0	0	0	0
Pasadena Rosebud Academy	N/A	N/A	N/A	N/A	N/A	1	0		1	0	0	0	0	0
Pathways to College	0	0	0	0	0	0	0		0	0	0	0	0	0
Taylion High Desert Academy	0	0	0	0	0	0	0		0	0	0	0	0	0
5														
SELPA-WIDE TOTALS	0	0	2	4	6	7.5	1		18.5	0	0	0	1	0

**Desert/Mountain Charter SELPA
Due Process Activity Summary
July 1, 2019 – September 20, 2019**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Encore HS Case No. 2019061207	1. Vision Therapy 2. Compensatory education local education agency (LEA): 1. Lack of parent consent to speech 2. Lack of parent consent to specialized academic instruction (SAI)	07/09/19	0	08/23/19			Settled; agreed to compensatory education at school site; agreed to provide Independent Educational Evaluation (IEE); agreed to omit speech from the Individualized Education Plan (IEP); CLOSED 8/23/19

Desert /Mountain Charter SELPA
Legal Expense Summary
As of September 20, 2019

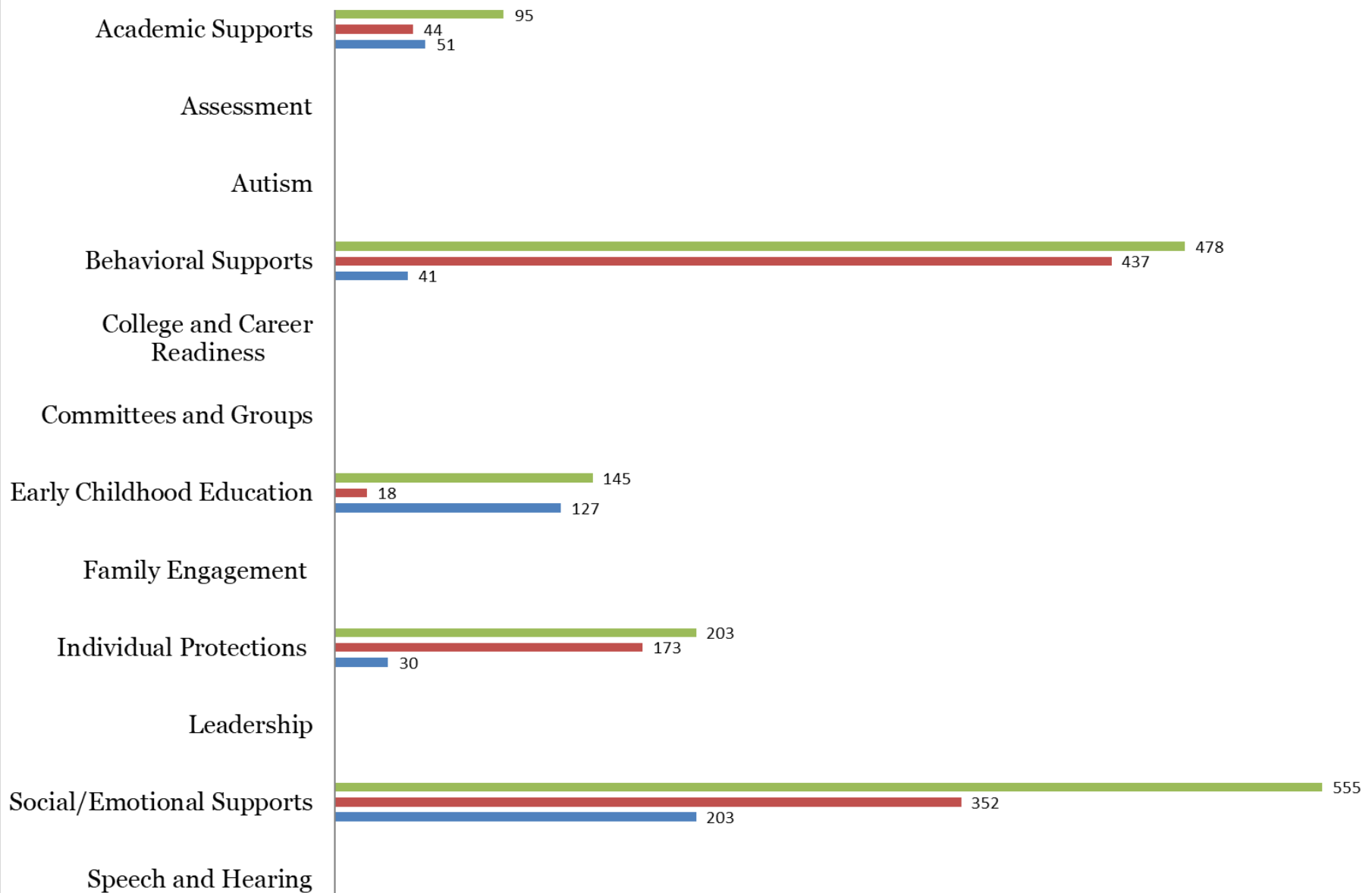
2000-2001	\$0.00
2001-2002	\$0.00
2002-2003	\$0.00
2003-2004	\$0.00
2004-2005	\$0.00
2005-2006	\$0.00
2006-2007	\$0.00
2007-2008	\$0.00
2008-2009	\$0.00
2009-2010	\$0.00
2010-2011	\$0.00
2011-2012	\$0.00
2012-2013	\$0.00
2013-2014	\$0.00
2014-2015	\$0.00
2015-2016	\$ 7,378.00
2016-2017	\$ 33,886.61
2017-2018	\$ 70,994.67
2018-2019	\$ 113,834.81
2019-2020	\$ 48,946.20

D/M SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

JULY & AUGUST 2019 - 1,476 PARTICIPANTS

1,476 YEAR-TO-DATE PARTICIPANTS

■ Total Participants by Content Area ■ On-Site Trainings ■ Regional Trainings



D/M CHARTER SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

JULY & AUGUST 2019 - 142 PARTICIPANTS

142 YEAR-TO-DATE-PARTICIPANTS

■ Total Participants by Content Area ■ On-Site Trainings ■ Regional Trainings

