

**SAN LUIS OBISPO COUNTY SELPA
FISCAL ALLOCATION PLAN
(Effective 7/1/08)**

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TABLE OF CONTENTS

Introduction	
Principles	IV-2.23
Definitions	IV-2.24
Allocation of Funds	
Description of Funds Allocated to LEAs.....	IV-2.25
Description of Funds Not Distributed	IV-2.25
First Year Hold Harmless.....	IV-2.26
COE Services	
Programs	IV-2.27
Related Services to LEAs	IV-2.27
Fees for Special Education Service Between COE and LEA	
Billing for COE Programs/Classes	IV-2.28
Billing for Services Provided by the COE to Students.....	IV-2.28
Billing for Related Services for LEA or Charter Operated Programs.....	IV-2.28
Billing for Services Provided to Students with Autism.....	IV-2.29
Billing for Out of County Student Placement within the SLO SELPA.....	IV-2.29
Billing for Foster/Homeless Youth.....	IV-2.29
COE Incurred Legal Costs	IV-2.29
Discontinuance of Use of COE Services	
Individual Students.....	IV-2.30
Programs/Classes.....	IV-2.30
Related Services.....	IV-2.30
Facility Transfers.....	IV-2.31
ESY in Program Transfer Years	IV-2.32
Contracted Special Education Service Provision Between LEAs	
General	IV-2.33
Billing for Contracted Services' Students	IV-2.33
Billing for Contracted Services.....	IV-2.33
Student Specific Additional Costs	IV-2.33
Transportation Costs.....	IV-2.34
IEPs	IV-2.34
Student Discipline	IV-2.34
Disputes Involving Parents	IV-2.34
Legal Costs	IV-2.34
Disputes Involving LEAs	IV-2.35
Operational Responsibilities of SELPA Members	
Charter Schools	IV-2.36
Housing of a COE Class	IV-2.36

Custodial/Maintenance	IV-2.36
Utilities	IV-2.36
Maintenance of Effort.....	IV-2.37
MIS Services.....	IV-2.37

Revision of this Formula

Annual Review of Allocation Plan	IV-2.38
Annual Review of Specific Item	IV-2.38

Appendices

I “Block Plus” Structure with Example Figures	IV-2.40
II Contracted Classrooms	IV-2.41
III Litigation Local Policy	IV-2.42
IV EC 56207	IV-2.43

INTRODUCTION

The following Allocation Plan is designed to provide guidance to the ten member Local Education Agencies (LEAs) and the County Office of Education (COE) in reference to the allocation of funds for the financial support of special education services throughout the San Luis Obispo County Special Education Local Plan Area (SELPA). It has been designed to operate under a set of basic principles that are listed below. These principles are critical to implementation of, and the continuation of, the elements found within this document. The plan was designed to be modified and/or updated as needed by the SELPA Governing Council.

Principles

It is the intent of the members of San Luis Obispo SELPA that the allocation model described herein has been designed to follow the principles found below. Further, when practice varies from the principles, the members of the SELPA intend to adjust the model in a timely manner. The guiding principles of the funding model are to:

- Ensure equitable distribution of costs based on usage of COE programs.
- Provide a method so the LEAs know approximate costs of placing students.
- Protect the small LEAs against unusual occurrences (such as a family moving in with multiple high cost children).
- Provide protection to the COE from significant declining enrollment by ensuring a significant notification period for the COE when the LEAs intend to take back or return entire classes.
- Not allow the return of classes taken back for a significant period of time. Classes will be taken back under circumstances by mutual agreement.
- Establish a reserve for the COE.
- Provide the COE freedom to hire, release staff and design programs.
- Require consistency of costs charged for COE classrooms throughout the county.
- Ensure that specialized COE classrooms could contract with the LEAs or the COE for higher level of cleaning.
- Ensure that all non-countywide LEA costs for Related Services (DIS) be separated from the allocation formula for COE services.
- Protect the LEAs with extremely high needs.
- Ensure that all of the LEAs have access to COE or LEA run contracted classes to meet the needs of appropriate high needs students.
- Ensure that the LEAs share in the challenges and costs of providing a continuum of special education services which are required for students within the SELPA.
- Ensure that special education funds follow students with disabilities.

Definitions

For the purpose of this agreement the following definitions will be used:

1. “Block Plus”: “Block Plus” refers to the method of determining costs for classrooms. It is based on a basic “Block” which represents the basic classroom. Services required for classrooms which extend beyond the basic represent the plus. A visual representation of this concept is found in the Appendix of this document.
2. Contracted Programs: Contracted Programs are services provided by a LEA which serves students with IEPs from other LEAs.
3. Contracted Services/Classrooms: Contracted services or classrooms are those provided by a LEA. LEAs are required to continue operation of these classrooms by providing services to other LEAs within the SELPA if the class was considered a Regional Class under the previous funding model or if the LEA has transferred a classroom from the COE. LEAs may provide contracted classrooms other than those noted at their discretion.
4. Direct Allocation: Direct Allocation will mean any allocation taken off the top prior to the distribution of those dollars to the LEAs.
5. Direct Service LEAs/Small LEAs: Direct/Small LEAs shall be LEAs with an enrollment of 500 ADA or less.
6. Educational Placing Agency: Educational Placing Agency is any agency including a LEA from outside of the SELPA that is financially responsible for the educational placement of a student within the SELPA.
7. Regional Programs: COE programs are provided on a regional basis and are available for appropriate students within that region of the SELPA. Note that Regional Classrooms operated under the previous funding formula are contracted classrooms under this plan.
8. Related Services (DIS): Related Services refers to transportation and such developmental, corrective and other supportive services as may be required to assist a child with a disability to benefit from special education. This term is interchangeable with DIS.
9. SELPA or SELPA-wide. SELPA or SELPA-wide shall mean all of the LEAs and the COE operating under the policies of the Local Plan.
10. SELPA Office or SELPA Administration: SELPA Office or SELPA Administration will refer to the SELPA director and staff.
11. State Formula: State Formula refers to the manner that state funds were allocated to the SELPA. For example: by ADA, CBEDS, Bed Count, etc.
12. Small School District: A district with enrollment of less 1,000 ADA. Shandon, Pleasant Valley, San Miguel, Cayucos and Coast are considered the small districts.

ALLOCATION OF FUNDS

Description of Funds Allocated to LEAs

For fiscal year 2008-2009, all special education funds with the exception of the funds noted on the following page will be distributed to the LEAs based on state formula.

1. Contracted classes operated by LEAs will be run on a Fee for Service model and no off the top allocation will be provided to the LEAs who operate these programs.
2. Federal preschool funds will be distributed based on the preschool count from the prior year December count.
3. Infant programs will continue to be provided by the COE and are not considered in this funding formula.

Description of Funds Not Distributed

The following funds will be direct allocations and distributed as follows:

1. Regional/program specialist funds will be used for the SELPA administrative budget.
2. Low Incidence materials/equipment funds will be held and administered at the SELPA administrative level.
3. Low Incidence service funds will be distributed:
 - a. 50% to the COE for use with low incidence students.
 - b. 50% to the SELPA for clerical support to administer low incidence equipment.
4. The NPA/NPS Pool which is funded annually and retains the carryover of funds unexpended from the prior year. The funding for 2006-07 is \$125,443.00 and this amount is increased annually by the net COLA increase afforded to special education apportionment.

LEAs may access the pool through the invoice process. Invoices will be paid based on the agreed rate found in the individual agreement for a named student on a signed Individual Service Agreement with a NPS/NPA on a signed SELPA Contract.

The guidelines for NPA/NPS are as follows:

1. Funds will be distributed at the end of the year based on invoices which are based on signed contracts.
2. NPS invoices will be funded at 50% or less depending on the need to prorate funds.
3. NPA funds will only be distributed based on an equal proration of actual cost as invoiced only if funds remain after all NPS invoices are paid.
4. All requests for NPS and NPA funds must be submitted not later than July 15th but may be submitted anytime during the year.
5. CCS equipment and supplies budget (Budget to be determined yearly by the SELPA Governing Council).

6. Annual pay-as-you-go costs of providing health benefits to retired COE special education staff.
7. Juvenile Court direct allocation. The funding for 2006-07 is \$42,764.00 and this amount is increased annually by the net COLA increase afforded to special education apportionment.
8. Reserve Pool for Protection of the COE. A reserve pool amounting to three percent (3%) of the previous year's expenses will be established for the first year of operation of this proposal. It will be the COE's responsibility to maintain a reserve pool not to exceed three (3%) of the previous year's expenses after the first year.
9. A district high cost pool shall be established with an annual contribution not to exceed \$300,000 with a maximum pool set at \$300,000. The pool shall be replenished on an annual basis only to the extent that the maximum funding level is met. All districts will contribute to the high cost pool based on pro-rated ADA formula. Districts may access this pool by the use of a proposal which is based on the following rationale:
 - a. The cause for such expenses would be limited to the need for services beyond the district's basic existing service provision structure and/or services required from a settlement.
 - b. Approval of ongoing use of the high cost pool would be required on a yearly basis.
 - c. Legal costs, parent reimbursement or LEA non-provided compensatory services will not be eligible for funds from this pool.
 - d. When the LEA does not meet the criteria in a-c, a proposal may be brought forward for review by the Governing Council for a waiver of the criteria.
 - e. All claims shall be submitted on an annual basis no later than May 15 and reviewed by the Governing Council for consideration and approval.
 - f. If the number of claims exceeds the available pool amount within one fiscal year, approved claims will be paid pro-rata.
 - g. Upon approval of the Governing Council, when a LEA receives funds from the high cost pool, it is deemed a grant.
 - h. Any LEA claim denied by the Governing Council may be resubmitted by the LEA as a request for a no interest loan from the high cost pool. Terms of the loan will be determined by the Governing Council based on the request. The Governing Council may agree to provide some funds as a grant while requiring a portion to be repaid.
10. An annual direct allocation will be made during the first year of implementation, and annually thereafter, in the following amounts to each of the small districts:

Cayucos	\$ 50,000
Coast	\$125,000
PI Valley	\$ 50,000
San Miguel	\$125,000
Shandon	\$125,000

First Year Hold Harmless

There will be a one year hold harmless guarantee that no district will suffer the loss of net funding in excess of 10% which will be determined by comparing the net funding for the first year of implementation (2008-2009) under the new plan and the net funding from the previous year the prior plan was still in operation. Any district so impacted would receive a direct allocation to bring that district's net funding to the 90% level. The funding sources would be (a) the Reserve Pool for protection of the COE, (b) the Small District High Cost Pool and (c) no greater than \$25,000 from the direct allocation to small districts (see #10 above). In the second year of implementation, the Reserve Pool for Protection of the COE, the Small District High Cost Pool and the direct allocation to small districts will be restored to levels indicated in the Allocation Formula.

COE SERVICES

Programs

The COE will offer programs for students which meet the definition found in the Local Administrative Regulation relating to COE regional programs and services. These areas are:

- Preschool
- Severely Handicapped
- Emotionally Disturbed
- Medically Fragile
- Adult

COE classes based on numbers will be located within, or as close as possible to, the LEA where the students attending the class are living. If the COE intends to discontinue offering a class, the COE will give the SELPA members a year and a day notice of that intent. A shorter discontinuance of a COE class may be agreed upon by the governance council.

Related Services to LEAs

The COE will make available to the LEAs the following Related Services:

- Adaptive Physical Education
- Occupational Therapy
- Psychology
- Speech
- Deaf/Hard of Hearing
- Vision
- Autism
- Orthopedically Impaired

Projected needs for services will be based on the guidelines discussed under Fees for Service. LEAs will be required to inform the COE of their needs no later than February 15th of the year preceding the requested service provision.

FEES FOR SPECIAL EDUCATION SERVICE BETWEEN COE AND LEA

Billing for COE Programs/Classes

Beginning in January (prior to the start) of the 2008-2009 school year and thereafter revised/updated on a bi-annual basis, the COE will provide the LEAs with a Fee for Service schedule based on the "Block Plus" system found in the appendix of this document. This Fee for Service will enable the LEAs to determine a cost per student enrolled in the specific programs listed above with the exception of Autism.

Billing for Services Provided by the COE to Students

Starting in August of 2008, the LEAs will be billed based on student usage of COE services. The COE will use their data system to generate days of enrollment per student. LEAs will receive a monthly update concerning individual student enrollment. Billing will occur annually for each LEA based on the following formula:

1. Months of enrollment (for each student multiplied by the average monthly costs for their category).
2. For students whose residence changes during a month, the LEA in which the student resided in for the largest number of days during the month will be billed for that month.
3. The individual totals for a LEA will be summed to provide a total billing for a LEA.

Billing for Related Services for LEA or Charter Operated Programs

Costs for any Related Services provided by COE directly to a LEA or a regional program operated by a LEA will be billed to the district of residence.

1. The COE will use the average cost for any specific Related Services' provider to determine the costs of such services based on the weighted formula which will be recalculated on an annual basis.
2. The COE will determine an average cost of providing those services to all the LEAs.
3. The COE may include provisions for additional charges based on actual costs for individual LEAs, such as travel cost of staff.
4. COE will report estimated costs three times annually on or before October 15, January 30, and April 30.

Review and revision of the weighted formula will take place prior to February 15th of the year of the effective date. A LEA intending on not using a specific category or all categories of Related Services, other than when due to having no pupil needing such services, will provide the COE with a year and a day notice of the LEAs intent to discontinue use of a specific Related Service.

Billing for Services Provided to Students with Autism

The LEAs in the county will reimburse costs for special education Autism provided by the COE. The charges will be based on current year costs.

1. Charges for All Students with Autism Receiving Services from the COE: Costs for students receiving Autism services provided by the COE, whether services are delivered in the home, in the COE classroom or in the LEA classroom, will be apportioned to the LEA based on student hours. Student hours are defined as the average hours of services (both for behavioral health specialists and for supervisors) as counted in December and June of the current year using the COE data collection system.
2. Change of Residence: For students whose residence changes during a month, the LEA in which the student resided in for the largest number of days during the month will be billed for that month.
3. Charges for Students Enrolled in COE Special Education Classes: Charges for COE run special education classes will be apportioned to the LEAs based on the "Block" charges for all students enrolled in COE classrooms.

Billing for Out of County Student Placement within the SLO SELPA

When a non-resident student (e.g. February 15, 2008 for the contract year beginning July 1, 2008) is placed in a LEA or COE program, the educational placing agency will be billed at the same rate as an intra-SELPA student or a COE placed student would be billed. The placing agency will be required to pay for all enrolled months.

Billing for Foster/Homeless Youth

Homeless Youth who receive COE services will be the responsibility of the LEA of residence during the year of identification as homeless. For foster students whose residence changes during a month, the LEA in which the student resided in for the largest number of days during the month will be billed for that month.

COE INCURRED LEGAL COSTS

When the COE incurs legal costs due to preparation for or participation in a special education state complaint, due process, or court action, those costs will be paid in the short term through the funds in the COE emergency pool. Costs that impact the emergency pool and/or exceed the emergency pool will be included in COE fee adjustments. COE responsibility for legal costs will be determined through the use of the Local Policy on Litigation (currently III-41 Approved October 13, 2006).

The Local Policy on Litigation is found as Appendix III. Upon the modification of the policy on Litigation by the Governance Council such changes will be in effect.

DISCONTINUANCE OF USE OF COE SERVICES

The use of COE services by a LEA is considered optional; however, the following guidelines govern withdrawal from use of COE services by a LEA.

Individual Students

A LEA may withdraw a student from COE services by following the guidelines below:

1. Individual students will transition from COE services based on the decision of the IEP team, including the parent.
2. IEP meetings to determine change of placement do not have to be held in conjunction with annual or triennial review dates.
3. Notice to the COE is not required for an IEP team to move a student out of COE programs; however, decisions will be guided by the needs and best interest of the student.

Programs/Classes

A LEA may discontinue use of COE services for a class or classes based on the following:

1. A class for these purposes is defined as:
 - a. The number of LEA students constituting minimum enrollment found in the SELPA LAR for COE Regional Programs and Services Funded by the SELPA and the LAR for COE Class Size Guidelines (In most cases this is three).
 - b. The students who are enrolled at the time of notice to the COE in the same classroom, or will during the year of notice, be enrolled in the same COE classroom.
2. The COE is provided with a year and a day notification of the LEA's intent to discontinue use of that specific COE program. A LEA discontinuing the use of any service provided by the COE must agree to:
 - a. Provide the COE with a year and a day notice of such intent to withdraw from use of COE service(s). The COE and the LEA may mutually agree on a withdrawal date that precedes this maximum.
 - b. LEAs who take back a COE class will do so in conformance with EC 56207 (Appendix IV), EC 17071.75 and the Local Plan relating to transfer of classes.
 - c. Maintain that service for a period of three years, unless it is mutually agreed upon by the LEA and the COE that such a service will be returned to the COE. At anytime after a LEA has discontinued using COE service(s), the LEA may petition the Governance Council to have the COE reinstate that service(s).

Related Services

LEAs will provide the COE with a written statement of their need for specific Related Services prior to February 15th of the year of the effective date. This notice is designed to allow the COE to insure appropriate staff is in place (e.g. February 15, 2008 for the contract year beginning July 1, 2008).

A LEA intending on not using a specific category or all categories of Related Services, other than when due to having no pupils needing such services, will provide the COE with written notice a year and a day prior to the planned discontinuance of services.

Facility Transfers

When a program transfers from the County Office of Education (COE) to a District, the facility in which the program was located will transfer according to the following guidelines:

1. If the program was located in a District facility, the District may choose to use the room and COE will vacate.
2. If the program was located in a COE owned facility, the COE may retain ownership if needed for other COE programs.
3. If the District wishes to use a COE facility, then the District will request use at a minimum of one year and one day prior to the fiscal year of transfer (by January 11, 2008 for 2008-09 transfers). If the District does take possession of the facility, the COE may require that title for the facility transfer to the District. The COE and the District will negotiate for transfer of title guided by the following principles:
 - a. Per Education Code 17071.75, as amended by AB 2947, the following regulations apply to transfer of title for a facility constructed using State School Facility Bond funding:
 - i. The regulations, if adopted, shall ensure that if a transfer of title to special education program facilities constructed with state funds occurs within 10 years after initial occupancy of the facility, the receiving school district or school districts shall remit to the state a proportionate share of any financial hardship assistance provided for the project pursuant to Section 17075.10, if applicable.
 - b. For a permanent facility, if Ed. Code 17071.75 does not apply, then the building and associated site work (including playground) will be depreciated over a ten year straight line depreciation schedule with no salvage value. The District will pay the COE for any undepreciated construction expense based on the depreciation schedule, rounded to the nearest half-year.
 - c. For a portable facility, if Ed. Code 17071.75 does not apply, then the building and associated site work (including playground), will be depreciated over a five year straight line depreciation schedule with no salvage value. The District will pay the COE for any undepreciated expense based on the depreciation schedule, rounded to the nearest half-year.
 - d. If the District uses a COE facility and both agree to a lease agreement, the District will reimburse the District at the same rate that the COE would pay when leasing a District classroom. This rate is found in the section referring to housing of a COE class.
 - e. The COE will credit any payments to offset Special Education expenses in the case that the Special Education program funded the initial facility.

4. When a program transfers to a District, the classroom materials, equipment and furniture shall transfer to the receiving district.

ESY in Program Transfer Years

An LEA receiving classes will be responsible for the Extended School Year that begins the summer in which the program transfer is due to occur. LEAs may provide services or contract for those services.

CONTRACTED SPECIAL EDUCATION SERVICE PROVISION BETWEEN LEAS

General

When a LEA decides that it cannot meet the special education needs of a student(s), the LEA may enter into an agreement to contract for services with another LEA within the SELPA. When a LEA operates a classroom identified as a Regional Classroom (see Appendix II) under the previous funding model, or when a LEA operates a class that has been transferred from the COE, that LEA must offer a contracted service/class.

The following general provisions will govern a LEA which provides contracted services to other LEAs:

1. The LEA must provide space for any qualified student in a contracted classroom. Eligibility will be determined by the district offering contracted services, based on published criteria, which is the same for all students provided with the service.
2. A LEA which has taken a class/service back from the COE must allow all students who require such class/services to enroll. This includes opening new classes or adding service providers if necessary.
3. The LEA will provide services and bill other LEAs based on the guiding principles of this agreement.
4. The costs of contracted services will be based on a per student average cost in that type of program run by the LEA.
5. Agreements between LEAs concerning services for a specific student will be made based on the parameters established by IEP determined needs. A MOU on each student will be written after the contracting district establishes that the student is eligible for their program.

Billing for Contracted Services' Students

An IEP team may place a student outside that student's LEA of residence by agreement of the receiving (contracting) LEA. The contracting LEA may charge the LEA of residence based on a similar structure (a LEA "Block") as used to determine costs by the COE.

Billing for Contracted Services

LEAs which contract with other LEAs to provide specific special education services will use the principles contained in the "Block Plus" structure which is described within this document. LEAs which contract with other LEAs will make the determination of contracted costs available to the LEAs using the contracted services. Yearly cost estimates and adjustments will be provided following the same timeline which the COE operates under.

Student Specific Additional Costs

Additional costs beyond this formula, dictated by the student IEP, will be paid by the sending LEA based on specific student needs.

Transportation Costs

Transportation costs will be paid by the sending LEA and will be based on the specific needs, as defined by the IEP team, for transportation of the individual student and not exceed that of students with similar transportation needs. The individual costs will be determined at the time an individual placement agreement is reached.

IEPs

LEAs agree to involve each other in the development and modification of IEPs for students served under such contracts. The contracting LEA will invite the special education director from the sending LEA to all IEP/ITPs and/or manifestation determinations for students from the sending LEA. The appropriateness of the current placement will be addressed at all IEPs relating to a student covered under this agreement.

Student Discipline

The contracting LEA is responsible for discipline of all students enrolled in their program, including students enrolled under the provisions of this agreement. Such student may be suspended or expelled from school for infractions of established discipline procedures.

The parties will share the costs involved in expulsion of a student from the sending LEA. If a student is expelled, the sending LEA will be responsible for the prorated daily costs, equal to the number of days the student was enrolled in the LEA providing contracted services.

If a student is expelled, or an expulsion is suspended by the LEA of attendance, responsibility for educational services resides with the LEA of residence. All costs associated with educational placement of a student after an expulsion, or suspended expulsion, are the responsibility of the LEA of residence.

Disputes Involving Parents

The LEAs desire to provide a free and appropriate public education for students covered under a contracted agreement, just as they would for any student receiving special education services. The LEAs will make every effort to resolve disputes with parents through local approaches whenever possible. However, when a parent requests Alternative Dispute Resolution, files a complaint, or requests mediation/fair hearing, the parties agree to follow the established local regulation concerning legal costs.

Nothing within this agreement will be construed to interfere with a parent's/guardian's rights as explained in the SELPA's "Parental Rights and Procedural Safeguards for Special Education" and the law.

Legal Costs

The legal costs associated with due process or a court case concerning students receiving contracted services will be the responsibility of the sending LEA, unless

the specific case contains issues related to the contracting LEA. In these cases, the LEAs involved will decide on the percentages to be borne by each.

Disputes Involving LEAs

If a dispute should arise concerning the proposed placement, services to be provided, costs, and/or program exit, the LEAs agree to attempt to resolve the problem(s) through a direct meeting of the special education directors and/or the superintendents of the involved LEAs. The LEAs may request that the SELPA director facilitate this resolution process. If an issue cannot be resolved between the involved LEAs then resolution will be requested from the SELPA Governing Council.

OPERATIONAL RESPONSIBILITIES OF SELPA MEMBERS

Charter Schools

New Charter Schools will receive special education services from their chartering LEA. A Charter School may use COE or LEA Regional Classrooms by complying with the funding requirements outlined above. A newly chartered LEA will not be considered a direct service LEA for the purpose of this agreement.

Housing of a COE Class

LEAs within the SELPA are expected to make classrooms available or provide space on their campuses for COE operated classrooms. LEAs which operate Regional Classes may factor the agreed upon SELPA-wide rate for housing a classroom into the usage charges to other LEAs.

The COE will reimburse LEAs based on the 2007 rate of \$1.10 per square foot of instructional space provided for COE classrooms. This amount will be adjusted by statutory COLA on a yearly basis. The expenses will be factored into the COE costs. This provision will be reviewed annually.

At sites where the COE provides the housing for a COE classroom, there will be no reimbursement for housing for a COE classroom. When the COE provides classrooms for programs other than COE Special Education Classrooms, the COE will not be reimbursed for housing.

Custodial/Maintenance

The COE will reimburse LEAs based on the 2007 rate of \$9 per day up to 204 days per year for custodial and maintenance services when a LEA provides such services. This amount will be adjusted by statutory COLA on a yearly basis. The expenses will be factored into the COE costs. This provision will be reviewed annually. The COE may decide to provide custodial/maintenance for any classroom they operate. The cost of such services will be included in the Fee for Service structure.

Utilities

The COE will reimburse LEAs based on the 2007 rate for utilities when a LEA is responsible for providing those utilities at a rate of \$13 per day for classrooms located north of the grade and \$10 per day for classrooms located south of the grade for the number of days the classroom is in operation per school year. This amount will be adjusted by statutory COLA on a yearly basis. The expenses will be factored into the COE costs. This provision will be reviewed annually.

The COE may charge any program for provision of utilities in any building for which they are responsible. The COE will use the above figures to determining billing.

Maintenance of Effort

Member LEAs of the SELPA are required to meet state Maintenance of Effort requirements. The LEAs of the SELPA will follow Maintenance of Effort requirements spelled out in the Local Plan and state requirements. The SELPA is required to take action against those LEAs who do not meet Maintenance of Effort requirements as outlined in the Local Plan.

MIS Services

All SELPA members will be responsible for expenses related to collection and reporting of MIS data related to their students.

REVISION OF THIS FORMULA

Annual Review of Allocation Plan

When agreed upon by a majority of the members of the SELPA, the members agree to follow the provisions of funding model. The funding model will be reviewed annually by a group established by the SELPA Governing Council. This formula may be adjusted or revised at anytime by a majority vote of the Governing Council. This formula once instituted is in effect until modified or revised by the Governing Council of the SELPA.

Annual Review of Specific Items

This agreement contains a number of specific items which are required to be reviewed or adjusted on a yearly basis. These include:

Governance

1. NPS/NPA Pool: Adjusted annually to reflect COLA
2. CCS Budget: The budget for CCS will be set annually by the SELPA Governing Council
3. Juvenile Court Allocation: Adjusted annually to reflect COLA

COE

1. Fee for Service Schedule: Adjusted bi-annually
2. Contract for Related Services: Adjusted annually

LEA Providing Contracted Services

1. Fee for Service Schedule: Adjusted bi-annually
2. Contract for Related Services: Adjusted annually

APPENDICES

Appendix I

“Block Plus” Model for SLOCOE Special Ed Costs 2006-07

Allocated Expenses for Basic Program			
	FTE	Cost/FTE	Allocation
Teacher (All on same salary schedule)	1.00	71,483	71,483
Aide	1.50	25,263	37,895
Nursing	0.12	49,038	5,794
Psychologists	0.05	95,527	4,651
DIS		9,530	9,530
Legal Services			526
Instructional Support/Site Admin			29,432
Instructional Materials			1,400
Maintenance/Custodial/Facilities			17,032
Indirect Costs @ 7.36%			13,082
Total Basic Program			190,824

18 classes

Adult Class			
	FTE	Cost/FTE	Allocation
+ Job Coach		0.75 Medical Funded	
+ Indirect Costs			-
Total Adult Addition			-

3 classes

Preschool Class			
	FTE	Cost/FTE	Allocation
+ Psych		0.18	95,527
+ Indirect Costs			17,195
Total Preschool Addition			18,460

7 classes

Emotionally Disturbed			
	FTE	Cost/FTE	Allocation
+ Psych		0.2	95,527
+ Behavior Intervention Specialist		0.2	68,761
+ Indirect Costs			2,418
Total ED Addition			35,276

5 classes

Medically Fragile			
	FTE	Cost/FTE	Allocation
+ Nurse		0.2	49,038
+ Health Aide		0.75	29,873
+ Indirect Costs			2,371
Total Medically Fragile Addition			34,584

6 classes

Assumptions: Based on 2006/2007 budgeted expenses

Revised March 9, 2007

Appendix II

Contracted Classrooms (previously Regional Classrooms) Operated by the LEAs

Lucia Mar Classrooms

ED 9-12 (1)

ED K-6 (1)

San Luis Coastal Classrooms

ED 9-12 (2)

ED 7-8 (1)

ED K-6 (1)

Appendix III

LP

LITIGATION LOCAL POLICY

Members of the SLO SELPA agree that:

1. When the SELPA and/or County Office of Education are named as co-litigants with a member LEA, whenever possible, they will use the LEA's legal counsel.
2. Each LEA within the SELPA shall bear the legal/settlement cost of due process matters relating to their students when that LEA is the sole litigant named or when they institute a due process case.
3. Where the COE or a LEA providing contracted services is named as a co-litigant, the involved Superintendents shall determine the percentage of legal/ settlement cost-sharing that will take place. The arrangement will be forwarded by the Executive Committee.
4. If a LEA is the sole litigant named in a case involving a student enrolled in a COE or a LEA providing contracted services, the LEA or COE or a LEA providing contracted services may propose to the Governance Council through the Executive Committee that the COE pay for the expenses incurred.
5. In cases where the SELPA is named as a co-litigant, but has no substantial responsibility in the matter, the LEA of the concerned student will bear the SELPA legal/settlement costs.
6. If a LEA is named as a litigant or files for due process in a potential precedent setting case, the LEA may request financial support from the SELPA members by submitting a proposal through the SELPA approval process.
7. If disputes arise or if a LEA or the COE is unable to follow the above policies, the SELPA Executive Committee will be informed and make a recommendation to the Governance Council concerning resolution.
8. No matter who filed for due process in a case, or the number of litigants named in the filing, where the potential legal/settlement costs may exceed a LEA's mandatory reserve for economic uncertainty (as defined in the Education Code), the LEA shall inform the SELPA Executive Committee of this fact prior to any settlement. In such cases, the Executive Committee will make a recommendation to the Governance Council concerning support for the LEA at risk.

Replaces LAR on Legal Representation (III-41) approved October 4, 2004/June 17, 2005
Approved by Governing Council on October 13, 2006

Appendix IV

EC 56207

“(a) No educational programs and services already in operation in school districts or a county office of education pursuant to Part 30 (commencing with Section 56000) shall be transferred to another school district or a county office of education or from a county office of education to a school district unless the special education local plan area has developed a plan for the transfer which addresses, at a minimum, all of the following:

- (1) Pupil needs.
- (2) The availability of the full continuum of services to affected pupils.
- (3) The functional continuation of the current individualized education programs of all affected pupils.
- (4) The provision of services in the least restrictive environment from which affected pupils can benefit.
- (5) The maintenance of all appropriate support services.
- (6) The assurance that there will be compliance with all federal and state laws and regulations and special education local plan area policies.
- (7) The means through which parents and staff were represented in the planning process.

(b) The date on which the transfer will take effect may be no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the governing body or individual identified in subparagraph (A) of paragraph (12) of subdivision (a) of Section 56205, unless the governing body or individual identified in subparagraph (A) of paragraph (12) of subdivision (a) of Section 56205 unanimously approves the transfer taking effect on the first day of the first fiscal year following that date.

(c) If either the sending or receiving agency disagree with the proposed transfer, the matter shall be resolved by the alternative resolution process established pursuant to paragraph (5) of subdivision (b) of Section 56205.

(d) Notwithstanding Section 56208, this section shall apply to all special education local plan areas commencing on July 1, 1998, whether or not a special education local plan area has submitted a revised local plan for approval or has an approved revised local plan pursuant to Section 56836.03.”