

**SAN LUIS OBISPO COUNTY SELPA
FISCAL ALLOCATION PLAN
*(Effective 7/1/10)***

Approved by the SELPA Governing Council on March 12, 2010

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INTRODUCTION

The following Allocation Plan is designed to provide policies and procedures to the eleven member Local Education Agencies (LEAs) 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, regional programs and services.
- Provide a method so the Regional Program Consumers know approximate costs of accessing regional programs and services.
- Protect the small LEAs against unusual occurrences (such as a family moving in with multiple high cost children).
- Provide protection to Regional Program Providers from significant declining enrollment by ensuring a year and a day notification to the Regional Program Provider when a Regional Program Consumer intends to discontinue use of programs or services.
- Not allow the return of classes transferred for a period of three years. Classes will be transferred under circumstances by mutual agreement.
- Provide the Regional Program Provider flexibility to hire, release staff and design programs.
- Require consistency of costs charged for regional programs and services throughout the county.
- Ensure that specialized regional classrooms may contract for higher level of cleaning.
- Protect the LEAs with extremely high needs.
- Ensure that all of the LEAs have access to regional programs and services 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 Fee Schedule: Block Fee Schedule refers to the method of determining costs for classrooms. It is based on a basic "Fee for Service" developed by each Regional Program Provider. A visual representation is found in the Appendix of this document.
2. Contracted Programs: Contracted Programs are services provided by a Regional Program Provider which serves students with IEPs from other LEAs.
3. Contracted Services/Classrooms: Contracted services or classrooms are those provided by a Regional Program Provider. Regional Program Providers are required to continue operation of these classrooms by providing services to other LEAs within the SELPA if the class is considered a regional class under the funding model or if the LEA has transferred a classroom from the COE. LEAs may provide contracted programs and services other than those noted at their discretion which may not be considered regional programs and services.
4. Direct Allocation: Direct Allocation will mean any allocation taken off the top prior to the distribution of those dollars to the LEAs.
5. 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.
6. Regional Program Provider: Any LEA that provides programs and services on a regional basis and is available for appropriate students within the region of the SELPA.
7. Regional Program Consumer: Any LEA seeking regional programs and services provided by a Regional Program Provider.
8. Related Services (DIS): Related Services refers to support 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 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 LEA: A LEA with enrollment of less 1,000 ADA. Shandon, Pleasant Valley, San Miguel, Cayucos and Coast are considered the small LEAs.
13. Year and A Day Notice: Refers to 366 days regardless of time of year program transfer notice is given. Year and A Day Notice refers to a June 30 notification unless otherwise agreed to between the Regional Program Provider and Regional Program Consumer.
14. Systematic Transfer: A program transfer done by withdrawing students from a regional program with the intent of starting a similar or identical program which may or may not be regionalized. The LEA withdrawing students has not given a

Year and A Day Notice as defined above which results in a fiscal impact to other Regional Program Consumers. The Governance Council shall review any allegation of Systematic Transfer and make the final determination as to a resolution or action required.

15. SELPA Approval Process: Refers to systematic agendaized action taken in the order of SEOC, CBOs (as appropriate), Executive Committee and Governing Council. Regardless of previous votes, Governing Council makes the final voting decision with previous motions viewed as recommendations to the Governing Council.

ALLOCATION OF FUNDS

Description of Funds Allocated to LEAs

For fiscal year 2010-2011, and any subsequent year unless otherwise determined, 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. Regional Program Providers 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, Personnel Development for Special Education Local Plan Areas and a portion of Federal Preschool 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 Regional Program Provider for use with low incidence students. COE shall be the Regional Program provider for 2009-10 and thereafter until otherwise agreed to.
 - b. 50% to the SELPA for clerical support to administer low incidence equipment.
4. The NPA/NPS Pool is funded annually and retains the carryover of funds unexpended from the prior year. The funding for 2009-10 is \$131,126 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 2009-10 is \$47,248 and this amount is increased annually by the net COLA increase afforded to special education apportionment.
8. A LEA 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 LEAs will contribute to the high cost pool based on pro-rated ADA formula. LEAs 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 LEA'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 15th 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.

9. 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 LEAs:

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

Fee Adjustment

No Regional Program Consumer shall suffer an increase to the October 15th Fee for Service Schedule for programs and services in excess of 5% within one fiscal year unless otherwise mutually agreed to by the Regional Program Provider and Consumer. Any Regional Program Provider who exceeds the allowable fee adjustment shall be solely responsible for any additional costs. The allowable fee adjustment per fiscal year shall be reviewed annually no later than April 1st of the prior year.

Regional Programs/Classes

Regional classes shall be made available by the LEAs to ensure a full continuum of programs for students with disabilities as specified in Appendix II Regional Program Index commencing July 1, 2010 until otherwise approved by the Governing Council.

Related Services

As specified in Appendix II and the adopted Annual Service Plan, Regional Program Providers shall make available to all SELPA LEA members the following Related Services:

- 415 - Language and Speech
- 425 - Adaptive Physical Education
- 435 - Health and Nursing-Specialized Physical Health Care
- 436- Health and Nursing- Other Services
- 445 - Assistive Technology Services
- 450 - Occupational Therapy
- 460 - Physical Therapy
- 510 - Individual Counseling
- 515 - Counseling and Guidance
- 520 - Parent Counseling
- 525 - Social Work Services
- 530 - Psychological Services
- 535 - Behavior Intervention Services
- 540 - Day Treatment Services
- 610 - Specialized Services for Low Incidence Disabilities
- 710 - Specialized Deaf/Hard of Hearing Services
- 715 - Interpreter Services
- 725 - Specialized Vision Services
- 730 - Orientation and Mobility

- 735- Braille Transcription
- 740 - Specialized Orthopedic Services
- 755- Transcription Services
- 800- Transition Services
- 900- Other Special Education/Related Services

Projected needs for services will be based on the policies and procedures discussed under Fees for Service. Regional Program Provider will be required to inform the SELPA and Regional Program Consumer of their need for an increase of services no later than February 1st of the year preceding the requested service provision.

FEES FOR SPECIAL EDUCATION PROGRAMS AND SERVICES

Fee for Service Block Schedule for Regional Programs/Classes

Regional Program Provider will provide the Regional Program Consumer on a bi-annual basis with a Fee for Service schedule based on the "Block Fee Schedule" found in the appendix of this document. This Fee for Service will enable the Regional Program Consumer to determine a cost per student.

Billing for Programs/Classes

Starting July 1, 2010, the Regional Program Consumer will be billed based on student usage of a regional program. The Regional Program Provider will generate an enrollment report per student. The Regional Program Consumer will receive a monthly update concerning individual student enrollment. Billing will occur annually for each Regional Program Consumer based on the following formula:

1. A cost per student per year is calculated using the Block Fee Schedule. The per student cost is multiplied by the average annual enrollment per student.
2. Student enrollment is counted September-June and divided by 10 months to get an average annual enrollment per student.
3. 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.
4. Extended School Year costs shall be billed separately as determined by the Individual Service Plan.
5. The individual totals for a LEA will be summed to provide a total billing for a LEA.

Billing for Related Services for Regional Program Consumers or Charter Operated Programs

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

1. The Regional Program Provider may use the average cost per hour or a proportional share for any specific Related Service provided to determine the costs of such services as specified in the Fee for Service Schedule.
2. The Regional Program Provider will determine an average cost of providing those services to all Regional Program Consumers.

3. The Regional Program Provider may include provisions for additional charges based on actual costs for individual LEAs, such as travel cost of staff.
4. Regional Program Provider will report to the Regional Program Consumer estimated costs no later than April 30th for the coming fiscal year. Estimated billing costs for the current fiscal year shall be reported three times annually on or before October 15th, January 30th, and April 30th.

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 SELPA and Regional Program Provider 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 seeking regional Autism Services will be billed by the Regional Program Provider. The charges will be based on current year costs. Charges for students receiving Autism Services will be apportioned to the Regional Program Consumer 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 April of the current year using Individual Service Plan or IEP.

1. 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.
2. Charges for students enrolled in regional programs will be apportioned to the Regional Program Consumer based on the "Block" charges for all students enrolled in regional classrooms.

Billing for Out of County Student Placement within the SLO SELPA

When a non-resident student is placed in a LEA the educational placing agency will be billed at the same rate as an intra-SELPA student. The placing agency will be required to pay for all enrolled months.

Billing for Foster/Homeless Youth

Homeless Youth who receive regional 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.

INCURRED LEGAL COSTS

When the Regional Program Provider 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 based on Local Policy on Litigation (Appendix III IV-2.43).

DISCONTINUANCE OF USE OF REGIONAL PROGRAMS AND SERVICES

The use of regional programs and services by a LEA is considered optional; however, the following policies and procedures govern withdrawal from use of regional programs and services by a LEA.

Individual Students

A LEA may withdraw a student from regional programs and services by following the policies and procedures below:

1. Individual students will transition from regional 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 Regional Program Provider is not required for an IEP team to move a student out of a regional program; however, decisions will be guided by the needs and best interest of the student.
4. Systematic transfer as defined above shall be reviewed by the SELPA approval process. Governing Council may choose to take action as appropriate.

Programs/Classes

A LEA may discontinue use of regional programs 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 Regional Programs and Services Funded by the SELPA and the LAR for Regional Class Size Guidelines (In most cases this is three).
 - b. The students who are enrolled at the time of notice to the Regional Program Provider in the same classroom, or will during the year of notice, be enrolled in the same classroom.
2. The Regional Program Provider shall be noticed with a year and a day of the LEA's intent to discontinue use of a specific regional program. A LEA discontinuing the use of any program/class must agree to:
 - a. Provide the Regional Program Provider with a year and a day notice of such intent to withdraw. The Regional Program Provider and the LEA may mutually agree on a withdrawal date that precedes this maximum.
 - b. LEAs who transfer a regional 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 the regional program for a period of three years, unless otherwise approved by the Governing Council.

Related Services

Regional Program Consumers will provide the SELPA and Regional Program Provider with a written statement of their need for specific Related Services prior to February 1st

of the year of the effective date. This notice is designed to allow the Regional Program Provider time to insure appropriate staff is in place (e.g. February 1, 2010 for the contract year beginning July 1, 2010). 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 Regional Program Provider with written notice a year and a day prior to the planned discontinuance of services. LEAs who transfer a regional service will do so in conformance with EC 56207 (Appendix IV), EC 17071.75 and the Local Plan relating to transfer of classes.

Facility Transfers

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

1. If the program was located in a LEA facility, the LEA 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 LEA wishes to use a COE facility, then the LEA will request use at a minimum of one year and one day prior to the fiscal year of transfer unless otherwise agreed to. If the LEA does take possession of the facility, the COE may require that title for the facility transfer to the LEA. The COE and the LEA 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 LEA 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 LEA 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 LEA will pay the COE for any undepreciated expense based on the depreciation schedule, rounded to the nearest half-year.
 - d. All lease agreements and rates shall be reviewed annually.
 - 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 LEA, the classroom materials, equipment and furniture shall transfer to the receiving LEA.

ESY in Program Transfer Years

A 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

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 in a non-regionalized class. When a Regional Program Provider operates a classroom identified as a regional classroom or when a LEA operates a class that has been transferred from one regional provider to another, that LEA must offer a contracted service/class.

The following general provisions will govern Regional Program Providers when developing contracts for services:

1. The Regional Program Provider must provide space for any qualified student in a regional classroom. Eligibility will be determined by the LEA offering regional services, based on published criteria, which is the same for all students provided with the service.
2. A LEA which has transferred a class/service from a Regional Program Provider must allow all students who require such class/services to enroll. This includes opening new classes or adding service providers if necessary.
3. The Regional Program Provider will provide services and bill Regional Program Consumers based on the guiding principles of this agreement. Refer to page IV-2.5.
4. The costs of contracted services will be based on a per student average cost in that type of program run by the Regional Program Provider unless otherwise specified in a mutually agreed to Individual Service Agreement or MOU.
5. Agreements between Regional Program Providers and a LEA 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 IEP team establishes that the student is eligible for the program or service.

Billing for Contracted Services' Students

An IEP team may place a student outside that student's LEA of residence by agreement of the receiving Regional Program Provider. The contracting Regional Program Provider shall charge the LEA of residence based on the Regional Program Provider's fee for service block unless otherwise specified in a mutually agreed to Individual Service Agreement or MOU.

Billing for Contracted Services

LEAs which contract with Regional Program Providers to provide specific special education services will use the principles described within this document. All Regional Programs Providers will follow the same timeline for yearly costs estimates.

Student Specific Additional Costs

Additional costs beyond the agreed to formula or contract, dictated by the student IEP, will be paid by the sending LEA based on specific student needs unless otherwise specified in a mutually agreed to Individual Service Agreement or MOU.

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 Service 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 or designee from the sending LEA to all IEP/ITPs and/or manifestation determinations for students from the sending LEA. The appropriateness of the current placement and services 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 and as defined in 34 CFR 300.530(b).

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 from a Regional Program Provider will be the responsibility of the sending LEA, unless the specific case contains issues related to the Regional Program Provider. In these cases, the LEAs involved will decide on the percentages to be borne by each. Refer to Appendix III Litigation Local Policy.

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 a LEA Regional Classrooms by complying with the funding requirements outlined above. A newly independent chartered school will not be considered a direct service LEA for the purpose of this agreement.

Housing of a Regional Class

LEAs within the SELPA are expected to make classrooms available or provide space on their campuses for regionally 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 Regional Program Provider will reimburse LEAs based on the 20010-11 rate of \$.58 per square foot of instructional space provided for regional classrooms. This amount will be adjusted by statutory COLA on a yearly basis. The expenses will be factored into the regional costs for providing services. This provision will be reviewed annually.

Custodial/Maintenance

The Regional Program Provider will reimburse LEAs based on the 2010-11 rate of \$ 9.92 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 regional program costs. This provision will be reviewed annually. Any LEA 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. Refer to Lease Agreement Appendix V.

Utilities

The Regional Program Provider will reimburse LEAs based on the 2010-11 rate for utilities when a LEA is responsible for providing those utilities at a rate of \$14.33 per day for classrooms located north of the grade and \$11.02 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 LEA costs. This provision will be reviewed annually.

The Regional Program Provider may charge any program for provision of utilities in any building for which they are responsible. The Regional Program Provider 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. The SELPA shall provide annual contracts for such services for those LEAs requesting MIS services from the SELPA. A LEA is not restricted from contracting with a regional program provider for MIS services for students not participating in regional programs.

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 the 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:

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
4. Fee Adjustment Percentage
5. Funding for Camp Hapitok
6. Appendix II
7. Housing/Custodial/Maintenance/Utilities rates

Regional Program Provider

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

APPENDICES

Appendix I

20010-11 Block Fee Schedule

LEA _____

Date _____

ED/SDC Program	FTE	Cost/FTE	Allocation
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Mental Health Contract/Support			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			
Mild Moderate SDC	FTE	Cost/FTE	Allocation
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			

Moderate Severe SDC	FTE	Cost/FTE	<i>Allocation</i>
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			
Preschool SDC	FTE	Cost/FTE	Allocation
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			

18-22 SDC	FTE	Cost/FTE	Allocation
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Job Coach			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			
Medically Fragile SDC	FTE	Cost/FTE	Allocation
Teacher			
Aide			
Nursing			
Psychologist			
DIS			
Materials/supplies			
Professional development			
Maintenance/Custodial			
Indirect			
Average Class Cost			
Per Pupil Cost			

Other DIS/Related Services	FTE	Cost/FTE	Allocation
SCIA			
Autism supervision			
Transportation support			
Program Specialist support			
Speech services per hour			
Nursing or medical support			
Assistive technology			
NPA Contract			
Home Hospital			
Vision			
Orientation and Mobility			
Orthopedically Impaired			
Deaf Hard of Hearing			
Behavior Intervention Services			
Other			
Indirect			

Appendix II
Regional Programs and Contracted Related Services Index:

Atascadero USD

- Severely Handicapped, preschool (3)
- Severely Handicapped, grades K-2 (1)
- Severely Handicapped, grades 3-6 (1)
- Severely Handicapped, grades 7-8 (1)
- Severely Handicapped, grades 9-12 (1)
- Emotionally Disturbed SDC, grades K-6 (1)
- Emotionally Disturbed SDC, grades 9-12 (1)
- Contracted Related Services

County Office of Education

- Medically Fragile, grades preK-12+ (4)
- Severely Handicapped, grades K-2 (2)
- Severely Handicapped, grades 3-4 (1)
- Severely Handicapped, grades 5-6 (1)
- Severely Handicapped, grades 6-8 (1)
- Severely Handicapped, grades 9-12 (1)
- Vicente Day Treatment, grades 7-12 (1)
- Severely Handicapped, Adult (3)
- Deaf Hard of Hearing SDC, preschool
- Vision
- Orientation and Mobility
- Deaf Hard of Hearing
- Orthopedically Impaired
- Contracted Related Services

Lucia Mar USD

- Severely Handicapped, preschool (2)
- Emotionally Disturbed SDC, grades K-6 (1)
- Emotionally Disturbed SDC, grades 9-12 (1)
- Contracted Related Services

Paso Robles JUSD

- Severely Handicapped, preschool (1)
- Mild Moderate SDC, grades 1-3 (1)
- Severely Handicapped, grades K-2 (1)
- Severely Handicapped, grades 3-5 (1)
- Severely Handicapped, grades 6-8 (1)
- Severely Handicapped, grades 9-12 (1)
- Severely Handicapped, Adult (2)

- Emotionally Disturbed SDC, grades 6-8 (1)
- Emotionally Disturbed SDC, grades 9-12 (1)
- Contracted Related Services

San Luis Coastal USD

- Severely Handicapped, preschool (1)
- Severely Handicapped, grades K-2 (1)
- Severely Handicapped, grades 3-6 (1)
- Severely Handicapped, grades 7-8 (1)
- Severely Handicapped, grades 9-12 (1)
- Emotionally Disturbed SDC, grades K-6 (1)
- Emotionally Disturbed SDC, grades 7-8 (1)
- Emotionally Disturbed SDC, grades 9-12 (1)
- Contracted Related Services

Contracted Related Services refers to but are not limited to:

- 415 - Language and Speech
- 425 - Adaptive Physical Education
- 435 - Health and Nursing-Specialized Physical Health Care
- 436- Health and Nursing- Other Services
- 445 - Assistive Technology Services
- 450 - Occupational Therapy
- 460 - Physical Therapy
- 510 - Individual Counseling
- 515 - Counseling and Guidance
- 520 - Parent Counseling
- 525 - Social Work Services
- 530 - Psychological Services
- 535 - Behavior Intervention Services
- 540 - Day Treatment Services
- 610 - Specialized Services for Low Incidence Disabilities
- 710 - Specialized Deaf/Hard of Hearing Services
- 715 - Interpreter Services
- 725 - Specialized Vision Services
- 730 - Orientation and Mobility
- 735- Braille Transcription
- 740 - Specialized Orthopedic Services
- 755- Transcription Services
- 800- Transition Services
- 900- Other Special Education/Related Services

Related Services offered are reviewed annually based on the Adopted Annual Service Plan.

Appendix III

LP

LITIGATION LOCAL POLICY

Members of the SLO SELPA agree that:

1. When the SELPA and/or Regional Program Provider 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 Regional Program Provider 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 regional program -The LEA may propose to the Governance Council through the Executive Committee that the Regional Program Provider 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 Regional Program Provider is unable to follow the above policies, the SELPA Executive Committee will be informed and make a recommendation to the Governance Council concerning resolution. If a sitting Executive Committee member is a party to the dispute, an alternate shall be appointed by the Governance Council chair.
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.

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 disagrees 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.”

Plan for Approving Transfers of Education Programs

Background

When a LEA within the San Luis Obispo County SELPA has given Final Year and a Day Notification as defined by the SELPA Local Plan to transfer a program operated by a Regional Program Provider, Education Code 56207 requires the LEA and SELPA develop a plan for the transfer.

Procedure

The Transfer Plan shall include seven plan components as outlined in Education Code 56207 and be submitted to the SELPA no later than November 1st of the prior year.

1. Ensure pupil needs are met as set forth on each student's Individual Education Program.
2. Availability of the full continuum of services to affected pupils including extended school year.
3. The functional continuation and seamless transition of 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 including but not limited to autism services, mental health services, low incidence, administrative support services and staff development.
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 are represented in the planning process.

Approval of Transfers

The Transfer Plan document shall be forwarded to the SELPA director for review of the required information. The SELPA director will develop a summary of the LEA document. All program transfer plans shall be adopted following the SELPA Local Plan approval process as defined in the SELPA Local Plan. Transfer plans must be adopted by the Governing Council before the transfer can legally take place.

Transfer of Regional Class Checklist

Action	Completion Date	Responsible
Submit to the SELPA and affected regional provider a letter of intent to explore the transfer of a program or discontinue use of regionally provided related services	March 31 of the prior year	Any LEA considering a transfer or discontinuing use of regionally provided related services
Notify parents of proposed changes and meeting date to give input	May 15 of the prior year	Any LEA considering a transfer or discontinuing use of regionally provided related services
Submit to the SELPA and affected regional provider a letter of intent to transfer a program or discontinue use of related services	Year and a day notification June 30 of the prior year	Any LEA intending to transfer or discontinue use of a regionally provided related services
Establish SELPA committee activity to discuss impact to staff, programs and continuum of service options for all LEAs	September 1	SELPA and affected LEA
Submit final notification of program transfer to SELPA and the affected regional provider. Final notification may not include any additional transfer requests not previously noted unless mutually agreed to by all affected LEAs.	October 1	Any LEA requesting transfer or discontinuing use of a regionally provided related service who previously submitted year and a day notification
Submit a plan to SELPA for providing services including a preliminary fee for service schedule as described in the 602 Allocation Plan (see list of requirements)	November 1	LEA requesting transfer
SELPA director shall follow approval process for transfer plans as outlined in the SELPA Local Plan	November SEOC, CBO, Executive, and Governance Council schedule	SELPA
Develop offers of employment to affected staff subsequent to final Governance approval of transfer plan.	December 1	Personnel committee as needed and LEA requesting transfer
Make offers of employment	No later than December 15	LEA
Develop new job descriptions and seek Board of Trustee approval	December-March	LEA
Schedule IEPs or addendums	February-June	LEA/ regional provider
Press Release	January	SELPA/LEA
Board of Trustee update	February	LEA
Develop contracts for LEA provided regional services	February 15	Any regional provider
Train principals, staff, and parents concerning issues relating to the transfer	March-May	LEA/SELPA
Post any new positions to complete staff requirements as outlined in the adopted transfer plan.	April-June	LEA requesting transfer
Regional providers establish ESY programs if applicable	June 1	Any regional provider

SELPA Program Transfer Committees and Activities

Purpose

Facilitate the smooth transfer of programs with minimal disruption to students and staff.

The following committees shall be formed and the following activities completed:

Personnel

Mission:

- Insure involved LEAs handle staff transfers in a consistent manner and Regional Program Provider personnel are treated equitably
- Help the bargaining units resolve any issues that may rise

Members:

- Affected HR director
- One representative of each district transferring a program

Activities:

1. Develop new job descriptions if necessary
2. Develop a Q & A sheet for staff and union representatives
3. Meet with bargaining units representatives at the individual LEA level as needed

Facilities/Finance

Mission:

- Insure the proper transfer of facilities when appropriate

Members:

- CBOs/facilities representatives from each involved LEA
- Special education directors from each involved LEA
- Regional Program Provider facilities director

Activities:

1. Develop fee for services schedules for implementation year consistent with the 602 Allocation Plan policies
2. Develop plans for “disposition of classrooms/equipment”
3. Review of 602 Allocation Plan by the 602 Allocation Committee if deemed necessary

Public Relations/Staff Development

Mission:

- Insure that both the public/parents and impacted staff/administrators are aware and prepared for this change

Members:

- Involved LEA special education directors and assistant superintendents from districts transferring a program

Activities:

1. Develop and implement trainings for site administrators and staff, where necessary, to prepare them for the responsibilities of maintaining new classrooms
2. Review procedural guidelines for administrators in reference to IEP meetings and parent complaints
3. Develop letters to parents and press releases relating to transfers
4. Develop a Q & A sheet for parents, community and boards

Appendix V

Facilities Lease Agreement

[Address of Lessor]

[FISCAL YEAR: _____] LEASE AGREEMENT

SPECIAL EDUCATION CLASSROOMS

This Lease Agreement is made and executed by and between the Regional Program Provider, _____, hereinafter referred to as “Lessor”; and _____, hereinafter referred to as “Lessee”. Lessee hereby offers to rent from Lessor the premises situated in the City of _____, County of San Luis Obispo, State of California, described below in accordance with the stated terms and conditions:

Site	Sq Feet	Monthly Rent	Utilities	Total
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL MONTHLY LEASE				\$ _____

1. TERM:

Term of this Lease Agreement shall commence on July 1, 20____ and expire on June 30, 20____. This term may be extended by the mutual agreement of Lessor and Lessee.

2. RENT:

The monthly rent for the term July 1, 20____ through June 30, 20____ for Special Education Classrooms shall be \$____per square foot. A total monthly payment due of \$x,xxx.xx payable in advance no later than the fifth (5th) day of each month. All rents shall be paid to Lessor at ____[Address].

3. UTILITIES

Utilities shall be paid on a monthly basis at a rate of \$____ per day per classroom/facility as stipulated in this lease agreement (6) for the period of July 1, 20____ through June 30, 20____. All utilities shall be paid to Lessor at ____ [Address].

4. ESCALATION OF ANNUAL RENT:

The rental fees shall be adjusted by statutory COLA on a yearly basis in accordance with the SELPA Fiscal Plan.

5. USE:

The above described premises are to be used for the purpose of conducting the business of ____.

6. USES PROHIBITED:

Lessee shall not use any portion of the premises for purposes other than those

specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premise(s) of _____ [List properties].

7. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this Agreement.

8. ORDINANCES AND STATUTES:

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any State or Federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

9. MAINTENANCE, CUSTODIAL, REPAIRS, ALTERATIONS:

Lessee acknowledges that the premises are clean and in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in clean, good and safe condition. Lessee is specifically responsible to maintain glass, accessible wiring and lighting fixtures and bulbs, accessible plumbing, appliances, wall coverings, white boards, carpets and floor tiles, and heating units immediately accessible to Lessee, in operating condition. In order to maintain Lessor quality standards, Lessee shall

consult with or have contracting service workers consult with Lessor before repairing or replacing any glass, accessible wiring or lighting fixtures, accessible plumbing, appliances, wall coverings, white boards, carpets or floor tiles, and heating units immediately accessible to Lessee. Lessor will respond to problems reported by Lessee to the Lessor's Director of Operational Services at phone number, _____, for maintenance problems in the areas of roofing, remote heating plants, piping and plumbing which bring water or hot water to Lessee. Lessee will be responsible for Lessor costs related to repair of sewer stoppages unless such stoppages have been determined by Lessor not to have been caused by Lessee. Any proposed structural or exterior modifications must first be submitted in writing to Lessor for review and written approval, and such approval will not be unreasonably withheld. Except for modifications determined at the time of termination of this Agreement to be retained for the benefit of Lessor, Lessee shall surrender the premises at the termination hereof in good clean condition as received, normal wear and tear excepted.

10. ENTRY AND INSPECTION:

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

11. INDEMNIFICATION OF LESSOR:

Lessee agrees to defend, indemnify and save harmless, Lessor and its officers, agents, and employees from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgments made and obtained

by third parties or Lessee against Lessor which arise out of this Agreement, out of the performance or attempted performance of the provisions thereof, or Lessees' or third parties use of the premises, including but not limited to any act or omission to act by. Lessee or its agents, employees, invitees, students or independent contractors directly responsible to Lessee.

12. POSSESSION:

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Agreement if possession is not delivered within 30 days of the commencement of the term hereof.

13. INSURANCE:

A. Lessee shall take out and maintain during the entire term hereof, public liability and property damage insurance with SISC equal to or in excess of that maintained for the lessee's owned facilities.

B. Lessee shall maintain Workers' Compensation insurance for their employees.

C. Lessee shall do no act pursuant to this Agreement until Lessee has filed with Lessor certificates of insurance certifying Lessee has all the insurance required by this Agreement.

D. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. SIGNS:

Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor and appropriate planning department, which consent by Lessor shall not be unreasonable withheld.

15. ABANDONMENT OF PREMISES:

Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

16. CONDEMNATION:

If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his option, terminate this Agreement as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Agreement shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

17. TRADE FIXTURES:

Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

18. DESTRUCTION OF PREMISES:

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Agreement continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Agreement whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this Agreement. In the event of any dispute between Lessor and Lessee with

respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

19. REMEDIES OF LESSOR ON DEFAULT:

In the event of any breach of this Agreement by Lessee, Lessor, besides other rights and remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to re-enter, or should he take possession pursuant to legal proceedings or any notice provided by law, he may either terminate this Agreement or may from time to time, without terminating this Agreement, re-let said premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon which other terms and conditions the Lessor, in his sole discretion, may deem advisable with the right to alter or repair the premises upon such re-letting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder: (a) the cost and expense of such re-letting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such re-letting, but not beyond the term hereof, exceeds the amount agreed to be paid as rent for such period; or (b) at the option of the Lessor, rents received by Lessor from such re-letting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses of re-letting and alterations or repairs, and third to

the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessor. Lessee shall, in such event, pay any deficiency between the amount due from Lessee to Lessor and the amount credited. No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Agreement unless written notice of such intention is given, or unless termination be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without account of such previous breach. Should Lessor at any time terminate this Agreement for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss for the balance of the term which the Lessee proves could be reasonably avoided.

20. ATTORNEYS' FEES:

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

21. WAIVER:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. NOTICES:

Any notice which either party may be required to give, shall be given by mailing the same, postage prepaid, to Lessee's Address at _____, or Lessor's Address at _____ or at such other places as may be designated by the parties from time to time.

23. HOLDING OVER:

Any holding over after the expiration of this Agreement, with the consent of Lessor, shall be construed as a month to month tenancy at a rental of \$_____ per square foot for Special Education classrooms per month, otherwise in accordance with the terms hereof, as applicable.

24. POSSESSORY INTEREST TAX:

In the event property rented by Lessee is taxed, it is agreed that Lessee shall pay such tax.

25. TIME:

Time is of the essence of this Agreement.

26. HEIRS, ASSIGNS, SUCCESSORS:

This Agreement is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

27. AMENDMENTS AND MODIFICATIONS:

Any changes to this Agreement requested either by the Lessor or Lessee may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

28. SEVERABILITY:

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29. GOVERNING LAW:

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

30. TERMINATION:

This Agreement shall terminate on the expiration date of the rental term without the necessity of notice from either party. Except in the event that the Lessor requires any of the leased school space for educational purposes, the Lessor may terminate this Agreement by giving written notice of 120 calendar days prior to the school fiscal year ending.

ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

LESSEE:

LESSOR:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE: