



Solano County Special Education Local Plan Area

Participants:
Benicia Unified School District
Dixon Unified School District
Fairfield-Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Solano County Office of Education

SELPA Governance and Finance Committee Meeting

Wednesday, October 21, 2020

9:00 – 11:00 a.m.

Zoom Videoconference

This meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. All members may attend remotely by videoconference.

Join Zoom Meeting:

<https://solanocoe.zoom.us/j/93967442870?pwd=OWdxZXNndGN4Y1lpUkU3MW9JK2U5dz09>

Meeting ID: 939 6744 2870

Password: SELPA

Dial-in: (669) 900-9128

- | | |
|--|-------------|
| 1. Call to Order | Action |
| 2. Approve Agenda | Action |
| 3. Approve Minutes of September 16, 2020 | Action |
| 4. Public Comment
Members of the public wishing to address any item listed on the agenda are asked to submit their request using the "Chat" feature within the Zoom virtual meeting. Speakers are requested to limit their comments to three (3) minutes. Public Comment will be limited to a combined total of 15 minutes. | |
| 5. SELPA Reports | |
| 5.1. Nonpublic School (NPS) Expenditure Update | Information |
| 5.2. Mental Health as a Related Service (MHRS) Pool Update | Information |
| 5.3. Legal Pool Update | Information |
| 5.4. Legal Education Fund Update | Information |
| 6. SELPA Business | |
| 6.1. California Children's Services (CCS) – Medical Therapy Unit (MTU) | Information |
| 6.2. Solano County SELPA Procedural Manual | Action |
| 6.2.1. Section H – Suspension and Expulsion/Due Process for Students with Disabilities | Action |
| 6.2.2. Section I – Location of Special Education Programs | Action |
| 6.3. Low Incidence Revenue | Action |
| 7. SCOE Reports | |
| 7.1. Special Education Financial Report | Information |
| 7.2. Interagency Rents and Leases Agreement with LEAs | Action |

Next Meeting: Wednesday, November 18, 2020

Any writings or documents that are public records and are provided to the SELPA Governance and Finance Committee regarding an item on this agenda will be made available for public inspection in the Solano County SELPA office located at 5100 Business Center Dr., Fairfield, CA during normal business hours. In addition, such writings and documents may be posted on the SELPA's website at www.SolanoCountySELPA.net

**SELPA Governance and Finance Committee
September 16, 2020
Minutes**

1. Call to Order: Andrew Ownby called the meeting to order at 9:00 a.m.

This meeting was held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. Any or all board members may attend the meeting by videoconference or by phone.

In attendance:

Andrew Ownby, SELPA	Russ Barrington, SELPA	Imelda Ambrad, FSUSD
Trudy Barrington, TUSD	Sasha Begell, VUSD	Deanna Brownlee, TUSD
Kelly Burks, VUSD	Julie Corona, BUSD	Siobhan Dill, SCOE
Karine Fickes, VUSD	Becky Lentz, SCOE	Aumrey Moland, VUSD
Gabriel Moulaison, TUSD	Kim Parrott, DUSD	Tim Rahill, BUSD
Dorothy Rothenbaum, FSUSD	Monique Stovall, DUSD	Tommy Welch, SCOE

2. Approval of Agenda

Trudy Barrington made the motion to approve the agenda as presented. Kim Parrott seconded the motion, which passed unanimously.

3. Approval of Minutes from June 17, 2020

Trudy Barrington made the motion to approve the minutes as presented. Sasha Begell seconded the motion, which passed unanimously.

4. Public Comment – No public comment provided.

5. SELPA Reports

5.1. Nonpublic School (NPS) Expenditure Update – Russ Barrington reported there are no changes in projections. No questions or concerns reported.

5.2. Mental Health as a Related Service (MHRS) Pool Update – Russ Barrington reported that AB 114 funds will be expended to conclude the school year with no end-balance. No questions or concerns reported.

5.3. Legal Pool Update – Information item. No questions or concerns reported.

5.4. Legal Education Fund Update – Information Item. No questions or concerns reported.

6. SELPA Business

6.1. Solano County SELPA Procedural Manual – Andrew Ownby reported that over the summer, the Special Education Council (SEC) collaborated to develop procedures applicable to the Solano County SELPA member-districts, based upon current, existing Local Plan policies, Gamut Board Policies and Administrative Regulations. Andrew reviewed the procedures with the group.

Siobhan Dill made a motion to move forward with a recommendation to the COS for the approval of the Solano County SELPA Procedural Manual sections presented (Attachment 1) while simultaneously removing/deleting the policies they are replacing. Kim Parrott seconded the motion, which passed unanimously.

6.2. California Children's Services – Medical Therapy Unit (CCS MTU) – Andrew Ownby reported that the SELPA has received a final contract from the City of Fairfield for the multi-modular unit located at B. Gale Wilson. Execution of this contract is pending due to the architect and CCS' lead therapist's collaboration on floorplans which are still in development. Once finalized, they will be submitted to the Department of Health Services for final review and approval to proceed.

6.3. Low Incidence Revenue – Andrew Ownby reported that the SELPA received a \$700,000 increase in Low Incidence revenue. Andrew recommended allocating funds to SCOE's Deaf/Hard-of-Hearing program, resulting in a reduction in SCOE's AB 602 apportionment, therefore increasing the distribution of AB 602 funds to member-districts. The group requested additional information to be presented at the next meeting for further discussion.

7. SCOE Reports

7.1. 2019-20 Special Education Year-End Report – Becky Lentz reviewed SCOE's year-end report with the group. No questions or concerns reported.

7.2. 2020-21 Transportation Budget – Tommy Welch presented SCOE's Transportation budget. The group discussed the method in which the excess cost for the 2020-21 school year should be distributed.

Sasha Begell made the motion to utilize the catastrophic cost pool (\$250,000) to offset the excess cost of SCOE transportation for the 2020-21 school year and the remainder of the cost will be apportioned utilizing the 2019-20 district usage percentage of SCOE transportation. Kelly Burks seconded the motion, which passed unanimously.
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7.3. Interagency Rents and Leases Agreement with LEAs – Becky Lentz presented two billing models for the committee's review: impact if no longer charging facilities and cost split of paying both sides of a trade. The group discussed both models and requested additional details regarding the current funding model and how a change to the current model will impact member-districts. This will be presented at the next meeting for further discussion.

The meeting was adjourned at 10:27 a.m.

Minutes submitted by Monica Hurtado. Reviewed by Russ Barrington and Andrew Ownby.



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Solano County Special Education Local Plan Area

It is recommended that the SELPA Governance and Finance Committee move forward with a recommendation to the Council of Superintendents (COS) for the adoption/approval of the procedural manual sections and the deletion of the prior Solano County SELPA Local Plan policies indicated below.

The following procedures have been developed in collaboration with the Special Education Council (SEC).

	<u>Approval/Adoption of Procedural Manual Sections:</u>	Source/Explanation:	Prior Local Plan Policies, Recommended for <u>Deletion</u>:
6.1.1.	Section A – Individualized Education Program	Gamut Board Policy & Administrative Regulation 6159	Section 4 – Individual Education Program Section 17 – Participation in State/District Assessments
6.1.2.	Section B – Procedural Safeguards and Complaints for Special Education	Gamut Board Policy & Administrative Regulation 6159.1	Section 6 – Procedural Safeguards
6.1.3.	Section C – Appointment of Surrogate Parent for Special Education Students	Gamut Board Policy & Administrative Regulation 6159.3	No applicable policy recommended for deletion
6.1.4.	Section D – Child Find	Developed in collaboration with the SEC	Section 3 – Child Find
6.1.5.	Section E – Identification and Evaluation of Individuals for Special Education	Gamut Board Policy & Administrative Regulation 6164.4	Section 7 – Annual/Triennial Reassessments
6.1.6.	Section F – Independent Educational Evaluations	Renumbering of policy previously approved by the COS on 5/23/2019	Section 24L – Independent Educational Evaluation Policy and Criteria
6.1.7.	Section G – Medically Necessary Occupational and Physical Therapy	Developed in collaboration with the SEC	Section 1 – Free Appropriate Public Education (FAPE)

2020-2021 NPS FUND UPDATE - October 2020			
<u>Expenditures:</u>	20/21 Budget	10/14/2020	Projected as of 6/30/21
Non-Public School (NPS):	5,711,116	793,833	5,711,116
Parent Visitations (per IEP):	1,000	-	1,000
TOTAL:	5,712,116	793,833	5,712,116
<u>Direct District Contribution:</u>			
BUSD	198,908	18,747	198,908
DUSD	307,564	36,224	307,564
FSUSD	2,615,614	356,995	2,615,614
TUSD	840,460	108,280	840,460
VUSD	1,749,570	273,586	1,749,570
	5,712,116	793,833	5,712,116
** Direct District Contribution is charged back to districts based on actual pool usage.			

MHRS 2020/2021 Mental Health as a Related Service (MHRS) Allocation 10/8/2020

<u>Revenue</u>					
AB114 (RS 6512) 20/21 Award				2,937,841	
IDEA MH (RS 3327) 19/20 Award				532,113	
Total Revenue: \$				3,469,954	
<u>Deductions Before District Allocation:</u>					
Residential Placements (2 placements)				-	
Day Treatment (Sierra)				-	
SCOE - JDF MH				(30,000)	
AB114 Allocation				2,907,841	2731177
IDEA MH (RS 3327) Allocation				532,113	
Net Revenue for Distribution: \$				3,409,954	
<u>DISTRICT</u>	<u>19/20 Annual ADA</u>	<u>% OF TOTAL ADA</u>	<u>PER ADA ALLOCATION</u>	<u>AB114 (6512) Allocation</u>	<u>IDEA MH Allocation</u>
BUSD	4,422.88	9.791%	\$75.484597	\$ 284,699	\$ 52,098
DUSD	2,905.85	6.433%	\$75.484597	\$ 187,048	\$ 34,228
FSUSD	20,230.33	44.783%	\$75.484597	\$ 1,302,218	\$ 238,296
TUSD	5,274.19	11.675%	\$75.484597	\$ 339,497	\$ 62,125
VUSD	12,340.92	27.319%	\$75.484597	\$ 794,379	\$ 145,365
TOTAL:	45,174.17	100.00%		\$ 2,907,841	\$ 532,113

2020-2021 MHRS POOL UPDATE - October 2020

Revenues & Fund Balance:	20/21 Budget	Projected as of 6/30/21	
19/20 Ending Balance	312,086		312,086
19/20 CARE Clinic Development (ending balance)	1,180,142		1,180,142
<i>Subtotal:</i>	<i>1,492,228</i>		<i>1,492,228</i>
20/21 IDEA MH (RS 3327) Award	532,113		532,113
20/21 AB114 (RS 6512) Award	2,937,841		2,937,841
<i>Subtotal:</i>	<i>3,469,954</i>		<i>3,469,954</i>
TOTAL:	4,962,182		4,962,182
Expenditures:	20/21 Budget	10/14/2020	Projected as of 6/30/21
20/21 - CARE Clinic Non-medicare Eligible	500,000	-	500,000
<i>Subtotal:</i>	<i>500,000</i>	<i>-</i>	<i>500,000</i>
District MH Allocation (RS 6512)	2,907,841	1,468,921	2,907,841
District MH Allocation (RS 3327)	532,113	-	532,113
SCOE JDF MH	30,000	-	30,000
SELPA MH Expenses	-	-	-
Residential Placements (2 placements)	300,000	16,411	300,000
<i>Subtotal:</i>	<i>3,769,954</i>	<i>1,485,332</i>	<i>3,769,954</i>
TOTAL:	4,269,954	1,485,332	4,269,954
<i>Projected Ending Balance:</i>			692,228
<i>20/21 CARE Clinic Ending Balance</i>			680,142
<i>20/21 Undesignated Fund Balance</i>			12,086

Mental Health as a Related Service

2020 - 2021

Sierra School of Solano County

		As of 10/14/2020	End of Year Estimate
BUSD			
1	Day Treatment	3,059.39	18,356.34
0	Residential Placement	-	-
		<u>\$ 3,059.39</u>	<u>\$ 18,356.34</u>
DUSD			
0	Day Treatment	-	-
0	Residential Placements	-	-
		<u>\$ -</u>	<u>\$ -</u>
FSUSD			
4	Day Treatment	10,746.11	79,800.94
1	Residential Placements	16,410.58	16,410.58
		<u>\$ 27,156.69</u>	<u>\$ 96,211.52</u>
SCOE - JDF			
0	Outpatient	-	-
		<u>\$ -</u>	<u>-</u>
TUSD			
1	Day Treatment	3,075.78	18,454.68
0	Residential Placements	-	-
		<u>\$ 3,075.78</u>	<u>18,454.68</u>
VUSD			
1	Day Treatment	6,829.00	60,095.20
0	Residential Placements	-	-
		<u>\$ 6,829.00</u>	<u>\$ 60,095.20</u>
Expenditures:		\$ 40,120.86	\$ 193,117.74

SELPA Governance and Finance Committee 10/21/2020
Item #5.3

Repayments to pool:	\$ 30.00	\$ -	\$ -	\$ 230.00	\$ 429.00	\$ -	\$ 689.00
SELPA distribution to LEAs per 19-20 ADA%:	\$ 250.16	\$ 164.36	\$ 1,144.21	\$ 298.30	\$ 698.00	\$ -	
Total usage of pool:	\$ 565.16	\$ 164.36	\$ 1,561.21	\$ 3,326.30	\$ 7,929.00	\$ -	\$ 13,546.03
Percent of pool usage:	4.17%	1.21%	11.53%	24.56%	58.53%	0.00%	\$ 14,235.03

TOTAL REMAINING: \$ 318,475.23

[illegible]

From: [Powers, Jeff@DHCS](mailto:Powers,Jeff@DHCS)
To: [Andrew Ownby; DHCS MCQMD MTPCentral](#)
Cc: tadebarssi@solanocounty.com
Subject: RE: Solano County CCS and SELPA renovation plans
Date: Friday, October 9, 2020 4:22:03 PM
Attachments: [image004.png](#)
[image005.png](#)

External Email Caution*

Hello Mr. Ownby and Ms. Debarssi:

I have reviewed the schematics for the proposed Fairfield MTU at the B. Gale Wilson TK-8 School site at 3301 Cherry Hills Ct. The site is adequately located to the MTP client population in Solano county. I understand that this is a currently standing site that will be modified to meet the needs of an MTU. The design contains all functional areas required in an MTU, excluding the outside areas which were not shown on the schematics. The proposed total square footage is 2,310 square feet including a detached 12x10 storage area. The total square footage would allow for an MTU of up to 4 full-time equivalent (FTE) therapist staff. The evaluation and treatment area would only allow for 3 FTEs and 4 if the MTC room is designed to allow treatment/assessment when not in use by the MTC team. Since there is no internal storage area in the proposed MTU, the detached storage shed would have to be adjacent to the MTU (immediate proximity). The design flows well for an MTU and both CCS and SELPA staff should be commended for their collaboration. At this time, DHCS, ISCD approves the location and schematics, and the county CCS program and the SELPA may move forward on planning the modifications. Please contact me at jeff.powers@dhcs.ca.gov for any consultation necessary during the ongoing process.

From: Andrew Ownby <AOwnby@solanocoe.net>
Sent: Thursday, October 1, 2020 8:50 AM
To: Powers, Jeff@DHCS <Jeff.Powers@dhcs.ca.gov>; DHCS MCQMD MTPCentral <MTPCentral@dhcs.ca.gov>
Cc: tadebarssi@solanocounty.com
Subject: Solano County CCS and SELPA renovation plans

Hello Mr. Powers,

Tammy DeBarssi, Solano County CCS Lead Therapist, and I have been working with an architectural firm to finalize the remodel of the facility we previously discussed with you. We have finalized the plans and they are attached here with a memo of our commitment to the project.

Please let us know if you have any questions! We look forward to receiving a pre-approval letter so we can begin the project ASAP.

--Andrew



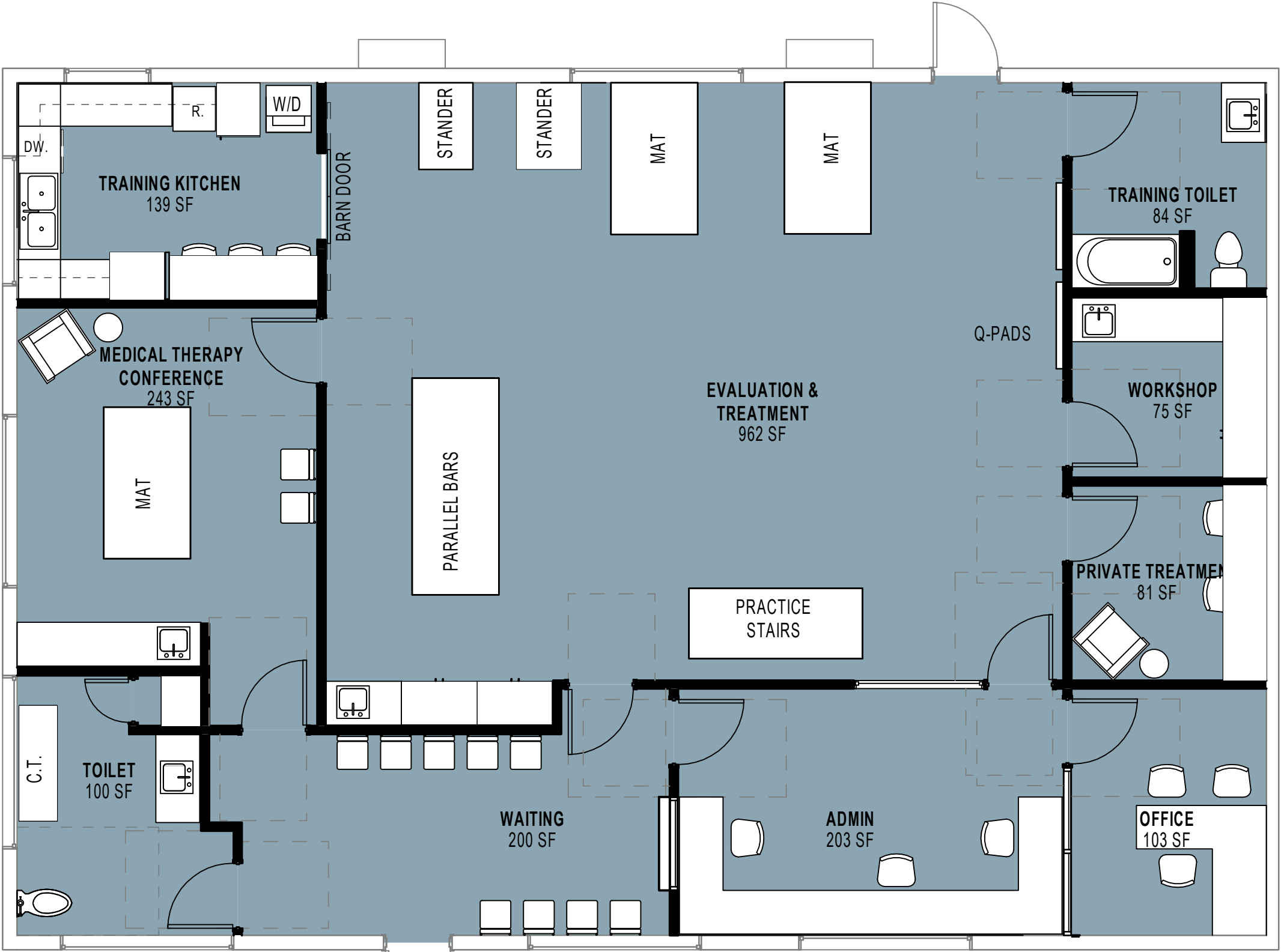
Andrew Ownby

Assistant Superintendent - SELPA
Solano County SELPA
Email: AOwnby@solanocoe.net
Office: (707) 399-4460

Uniting our community in service of individuals with special needs

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1 LEVEL 01 - FLOOR PLAN
P101 3/16" = 1'-0"
SEPTEMBER 30 2020

**LEASE AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND THE SOLANO COUNTY SPECIAL
EDUCATION LOCAL PLAN AREA**

THIS LEASE (the “**Lease**”) is made and entered into as of _____, 2020 (the “**Effective Date**”), by and between THE CITY OF FAIRFIELD, a municipal corporation (“**Landlord**”), and the SOLANO COUNTY SPECIAL EDUCATION LOCAL PLAN AREA, a multi-district Special Education Local Plan Area, comprised of six local education agencies (“**Tenant**”).

RECITALS:

A. Landlord is the owner of real property commonly known as 3305 Cherry Hills Court, in the City of Fairfield, County of Solano, State of California, more particularly described on Exhibit “A” attached hereto, together with the improvements located thereon (the “**Premises**”).

B. Tenant desires to lease the Premises from Landlord for the purpose of operating and administering programs and services for individuals with special needs, through its employees and staff, and/or through the services or staff of the Solano County California Children’s Services Department.

C. Landlord desires to lease the Premises to Tenant on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

1. AGREEMENT OF LEASE; USE OF PREMISES.

1.1 Upon the Effective Date, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord.

1.2 Tenant shall use the Premises to administer programs and services for individuals with special needs, including occupational and/or medically-related services to individuals through employees, staff, or volunteers of the Tenant or employees, staff or volunteers of Solano County, including its California Children’s Services Department (“CCS”) No other use is permitted without Landlord’s prior written consent. Tenant will comply with all federal, state and local laws, regulations, and ordinances affecting its use of the Premises. Tenant, on behalf of itself and its authorized program and service provider CCS, agrees to comply with all rules and regulations of Landlord that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, licensees or invitees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the neighboring building, use the Premises for any unlawful purposes, or commit a waste or nuisance on or about the Premises.

2. CONDITION OF PROPERTY; AS-IS; COMPLIANCE.

2.1 Landlord shall deliver the Premises in clean condition and free from debris. Tenant has examined the Premises and acknowledges that Premises is clean.

2.2 Landlord makes no other representations or warranties, express or implied, with respect to the condition of the Premises, and Landlord shall have no obligation to construct any improvements on, make any alterations or repairs to, or remediate and remove any hazardous substances from, the Premises as a condition of Tenant's occupancy of the Premises, whether or not such improvements, alterations, repairs, remediation or removal are required by any applicable law. Neither Landlord nor any employee, representative or agent of Landlord has made any representation or warranty with respect to the Premises or any other portion of the adjacent facilities. Tenant accepts Premises in its current, "as is" condition and without representation or warranty. Tenant acknowledges that it has inspected the Premises.

2.3 If during the term of this Lease any building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") require the construction of an addition to or an alteration of the Premises, building or common areas, or the reinforcement or other physical modification of the Premises and/or building ("Capital Expenditure"), Landlord and Tenant shall allocate the cost of such work as follows:

- (a) Tenant shall be fully responsible for the cost of Capital Expenditures required to be made to the Premises.
- (b) Landlord shall be fully responsible for the cost of Capital Expenditures required to be made to the adjacent wetlands and open space. Notwithstanding the preceding sentence, if such Capital Expenditures are instead triggered by Tenant as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises, or as a result of the installation, construction or maintenance of Tenant Improvements, as defined in Section 7.1, then Tenant shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditures at its own expense.

3. TERM AND COMMENCEMENT DATE.

3.1 The initial term of this Lease shall commence on the Effective Date ("Commencement Date") and shall continue for 5 years thereafter until June 2025 (the "Initial Term"), unless sooner terminated in accordance with this Lease.

3.2 At the expiration of the Initial Term described in Section 3.1, if Tenant is not then in default, Tenant shall have one (1) option to extend the Lease for 1 year (the "Extended Term"). The option shall be exercised, if at all, by Tenant giving Landlord no less than ninety (90) days written notice prior to the termination of the Initial Term.

3.3 Notwithstanding the provisions of Sections 3.1 and 3.2, should the Premises be needed for a public purpose, as determined in the sole and absolute discretion of

the Landlord, the Landlord may terminate this Lease at any time after the first year of the Initial Term upon one hundred eighty (180) calendar days' written notice to Tenant.

3.4 Notwithstanding the provisions of Sections 3.1 and 3.2, the Tenant may terminate this Lease at any time during the Initial Term or the Option Period upon one hundred eighty (180) calendar days' written notice to Landlord.

4. RENT; LATE CHARGES; SECURITY DEPOSIT.

4.1 The monthly rent (the "**Rent**") shall be \$888.00 per month. The Rent shall be paid monthly without notice or offset, on or before the first day of each month. This is a "gross" lease and Landlord shall be responsible for paying all costs of maintaining and operating the Premises, including utilities, "Taxes" and "Operating Costs" (as those terms are defined below).

4.2 Upon execution of the Lease by both parties, Tenant shall pay the first two (2) month's Rent to Landlord in the amount of \$1,776.00.

4.3 An annual increase of 2.5% (percent) will be added to the Rent on each anniversary of the Commencement Date, as extended herein, through the Initial Term and any Extended Term.

4.4 Tenant acknowledges that either late payment of Rent or issuance of a non-sufficient funds check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within five (5) calendar days after the date due, or if a check is returned for non-sufficient funds, Tenant shall pay as additional Rent to Landlord \$100.00 as a late charge, plus interest from the date due until paid on the delinquent amount at the rate of the lesser of 10% per annum or the maximum rate permitted by law, and \$25.00 as a non-sufficient funds fee. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reasons of Tenant's late or non-sufficient funds payment. Any late charge, delinquent interest or non-sufficient funds fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or non-sufficient funds fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or non-sufficient funds fee shall not be deemed an extension of the date Rent is due under Section 4.1, or prevent Landlord from exercising any other rights and remedies under this agreement and as provided by law.

4.5 Upon the execution of the Lease by both parties, Tenant agrees to pay Landlord \$888.00 as a security deposit (the "Security Deposit"), payable concurrently with Tenant's execution and delivery of this Lease.

4.6 The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to

be kept and performed by Tenant during the Term hereof. All or any portion of the Security Deposit may be used, as reasonably necessary, to (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, licensee or invitee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. The SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the Security Deposit is used during the tenancy, Tenant agrees to reinstate the total Security Deposit within ten (10) days after written notice is delivered to Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. Within forty-five (45) days following the expiration of the Term or earlier termination of this Lease and Tenant's performance of all of its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Tenant.

5. SERVICES AND UTILITIES.

5.1 Landlord shall furnish all utilities needed by Tenant in connection with its occupancy and use of the Premises, including water, sewer, electricity, heating and air conditioning seven days a week and twenty-four hours per day.

5.2 Tenant shall be responsible for providing janitorial, garbage, phone, Internet and security alarm services to the Premises.

5.3 Unless caused by the gross negligence or intentional misconduct of Landlord, Landlord shall not be liable or responsible for any loss, damage or expense sustained or incurred by Tenant as a result of any change, failure, interference, disruption or defect in the supply or character of any utility or service furnished to the Premises.

6. KEYS. Five (5) key(s) will be issued to Tenant free of charge. Keys shall be available to Tenant on or after the Commencement Date. Any additional or replacement keys will be available for \$___ each. Any request for additional or replacement keys must be made to the Landlord and the cost of such keys will be the Tenant's responsibility.

7. TENANT IMPROVEMENTS; ALTERATIONS; MAINTENANCE.

7.1 Any renovations, improvements or alterations to the Premises ("Tenant Improvements"), will be at the sole cost and expense of Tenant, subject Section 7.1.1, and in accordance with all applicable laws, ordinances and regulations.

7.1.1 Should tenant choose to make any Tenant Improvements to the Premises, the Landlord will credit back to the Tenant, in the form of a rent credit, the cost of any such approved Tenant Improvements.

7.2 Tenant shall prepare, or cause to be prepared, plans and/or working drawings and/or specifications, to such level of detail as may be reasonably required by the Director of Community Development of Landlord ("Director"), for the Tenant Improvements (the "**Plans and Specifications**"). The Plans and Specifications shall be submitted to the

Director for its review and approval prior to the commencement of the Tenant Improvements. Tenant shall not commence, or cause the commencement of, the Tenant Improvements until it receives authorization to proceed therewith in writing from the Director. The Plans and Specifications will become the property of Landlord (for purposes of record and reference) after the Tenant Improvements have been completed.

7.3 Tenant shall be responsible for the diligent completion of the Tenant Improvements in accordance with all applicable laws, ordinances and regulations, including applicable requirements to obtain a building permit or other governmental approvals.

7.4 Tenant shall not make any additions, improvements or alterations to the Premises without the consent of the Director. Any such additions, improvements or alterations to the Premises shall be made at the sole cost and expense of Tenant and in accordance with all applicable laws, ordinances and regulations, including laws related to accessibility for persons with disabilities.

7.5 Any and all Tenant Improvements must be performed by a licensed and insured contractor. Any work on HVAC and alarm systems must be performed by Landlord's preferred contractors.

7.6 Any mechanic's lien filed against the Premises for work done or materials or equipment furnished to or contracted for by Tenant shall be discharged or bonded by Tenant, at Tenant's sole cost and expense, within fifteen (15) days after the date it is filed. Landlord shall have the right to post notices of non-responsibility on the buildings.

7.7 The Tenant Improvements will be deemed to be the property of Landlord. All articles of personal property and all business and trade fixtures, private telephone systems and lines, furniture and movable partitions owned, leased or installed in the Premises by Tenant at its sole cost and expense, shall be and remain the property of Tenant and may be removed from the Premises by Tenant at any time, unless doing so would damage the Premises or materially diminish its value. Upon the expiration or early termination of this Lease, Tenant shall remove all of its personal property from the Premises.

7.8 Tenant shall, at its sole cost and expense, maintain the Premises in a good, safe and working condition.

7.9 Landlord shall be responsible for maintaining the Premises except as otherwise stated herein.

8. DAMAGE TO TENANT'S PROPERTY.

8.1 Neither Landlord nor its officers, agents or employees shall be liable to Tenant for any loss of, or damage to, the personal property of Tenant located at the Premises resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Premises, including its roof, walls, ceilings and floors, or from the pipes, appliances or mechanical and electrical systems in the Premises, or from any other place or from any other cause, whether or not similar to the foregoing.

8.2 Tenant shall provide prompt verbal notice to Landlord, to be followed by written notice, in the event of any material damage to the Premises or the personal property of Tenant located at the Premises resulting from any fire, accident, casualty or condition in, on or about the Premises.

9. WORKERS' COMPENSATION AND LIABILITY INSURANCE; MUTUAL WAIVER OF SUBROGATION.

9.1 Tenant shall, at its sole cost and expense, obtain and maintain an insurance policy or risk pooled indemnity coverage covering all risks of direct physical loss or damage to the personal property of Tenant located at the Premises, and to all of Tenant's additions, improvements or other alterations to the Premises, to the extent of their full replacement value.

9.2 Tenant shall maintain in full force and effect during the term of this Lease, at Tenant's sole cost and expense, a policy of commercial general liability insurance or risk pooled indemnity coverage in terms and amounts satisfactory to Landlord, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per claim or occurrence for bodily injury, personal injury, death and property damage, subject to such increases in amount as Landlord may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Tenant or its agents, employees, guests, volunteers or invitees on the Premises. If the commercial general liability or other form of indemnity coverage protection with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required limit.

9.3 Tenant shall, at its sole cost and expense, obtain and maintain workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of California.

9.4 The insurance policy required to be obtained and maintained by Tenant under Sections 9.1 through 9.3, inclusive, must: (a) name Landlord as an additional insured or covered party; (b) be written as primary policy coverage and not contributing with, or in excess of, any coverage that Landlord may carry; (c) provide that the policy may not be canceled unless Landlord shall have received at least thirty (30) days' prior notice of cancellation; and (d) be issued by an insurance company with a Best's Rating of A:XII or greater or a California joint powers authority. The issuance of any such insurance policy or indemnity protection shall not be deemed to limit or restrict in any way Tenant's liability or obligations arising under, or out of, this Lease.

9.5 Tenant shall furnish Landlord with a certificate evidencing the insurance policies required to be obtained and maintained by Tenant prior to the Commencement Date and not later than thirty (30) days prior to expiration of any such policy.

9.6 Notwithstanding any other provision of this Lease, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or

otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Section 10. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Landlord and Tenant shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Lease. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

10. COMPLIANCE WITH LAWS AND INSURANCE POLICIES.

10.1 In connection with its occupancy and use of the Premises, Tenant shall, at its sole cost and expense, promptly comply with all applicable present and future federal, state and local laws, ordinances and regulations and with all orders and rules of governmental authorities having jurisdiction, including compliance with any law, ordinance or regulation that requires alterations by Landlord or Tenant to the Premises.

10.2 Tenant shall refrain from restricting the use of the Premises on the basis of religion, sex, age, disability, marital status, race, color, creed, ancestry or national origin of any person.

10.3 Tenant shall not do, omit to do or permit to be done any act or thing in, on or about the Premises that will invalidate, or be in conflict with, any requirement, covenant or condition of any casualty insurance policy covering the Premises or the personal property therein, or that will subject Landlord to any uninsured liability to any person for personal injury, death or property damage.

11. INDEMNITY.

11.1 Tenant agrees to protect, indemnify, defend and hold Landlord free and harmless from and against (collectively, “**Indemnify**”) any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) to which Landlord may be exposed or that Landlord may incur in connection with (a) an injury to, or death of, any person on the Premises, (b) a loss of, or damage to, any property occurring in, on or about the Premises, or (c) a violation of any law, ordinance or regulation applicable to the Premises or Tenant’s occupancy and use thereof (collectively, “**Losses**”). Notwithstanding the foregoing, it is the intent of Landlord and Tenant that Tenant shall be liable to Indemnify Landlord under this Section 11.1 irrespective of the cause of the Losses (i.e., regardless of whether or not caused by any act, omission, willful misconduct or negligent conduct (whether active or passive) of Tenant, or otherwise), except to the extent that the Losses are solely caused by the gross negligence or willful misconduct of Landlord, or its agents, employees and invitees.

11.2 This Section 11 shall survive the expiration or termination of this Lease.

12. LANDLORD'S ACCESS. Landlord and its employees, agents and representatives shall have the right to enter upon the buildings on the Premises after reasonable notice to Tenant.

13. ASSIGNMENT, SUBLETTING, ETC. Tenant shall not assign, transfer, hypothecate or encumber this Lease, or sublet the Premises or any part thereof, or suffer or permit the Premises to be occupied or used by any other person or entity without the prior written consent of Landlord, which consent may be withheld or granted in Landlord's sole and absolute discretion.

14. DEFAULT AND REMEDIES.

14.1 The occurrence of any one of the following shall constitute a default by Tenant under this Lease:

14.1.1 Tenant shall fail to pay Rent within five (5) business days after Tenant receives notice thereof from Landlord (provided, however, that the notice requirement contained in this Section 14.1.1 is not in addition to any legal requirement that notice be given and may be satisfied by sending the notice required by any applicable law or statute including California Code of Civil Procedure Section 1161); or

14.1.2 Tenant shall fail to perform or comply with any of the other recitals, covenants or conditions of this Lease, and such failure is not cured within thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter.

14.2 If Tenant defaults, Landlord shall in addition to any and all other rights and remedies which Landlord may have under this Lease or by law or in equity, have the right to pursue the remedies under California Civil Code Section 1951.2 (i.e., terminate this Lease and sue for damages) or the remedy under California Civil Code Section 1951.4 (i.e., keep this Lease in effect and sue for rent as it comes due, in which case Landlord will not unreasonably withhold its consent to any assignment or subletting).

14.3 Except as expressly provided herein, the various rights, options, elections, powers and remedies of Landlord contained in this Section 14 shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Lease or now or later allowed by law or in equity.

15. NO WAIVER.

15.1 The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver by Landlord or Tenant of its right to such redress for a prior, concurrent or

subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Lease. The receipt and acceptance by Landlord of rent with knowledge of any preceding breach by Tenant of any covenant, term or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease and no default by Landlord or Tenant hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

16. LITIGATION EXPENSES. In the event any action, suit or proceeding is commenced under or in connection with this Lease the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for, the reasonable amount of the attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

17. SUBORDINATION.

17.1 This Lease is and shall be subordinate to any encumbrance now of record or recorded after the date of this Lease affecting Landlord and the Premises. Such subordination is effective without any further act of Tenant. Tenant shall, from time to time upon request from Landlord, execute and deliver any documents or instruments that may be required by a lender to effectuate any such subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on its behalf.

17.2 Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

18. DAMAGE AND DESTRUCTION.

18.1 Tenant agrees to promptly notify Landlord of any damage to the Premises resulting from fire, earthquake or any other event beyond the control of Tenant (a "Casualty"). If a Casualty unreasonably disrupts Tenant's access to the Premises, or a Casualty results affects the structural elements of the Premises making the Premises unsafe to occupy and use, or a material Casualty occurs in the last ninety (90) days of this Lease, then either Landlord or Tenant may terminate this Lease by notice to the other. In no event shall Landlord be obligated in any manner whatsoever to repair any damage to the Premises caused by a Casualty.

18.2 The provisions of this Section 18 constitute an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant and Landlord,

therefore, fully waive the provisions of any statute or regulation, including California Civil Code Sections 1932(2) and 1933(4), for any rights or obligations concerning a Casualty.

19. EMINENT DOMAIN.

19.1 If the whole of the Premises shall be taken by eminent domain or disposed of under threat of an impending taking by eminent domain, by, or to, any public authority, this Lease shall cease and terminate one (1) day prior to the date legal title to the Premises shall vest in such authority.

19.2 If only a portion of the Premises is so taken or disposed of, Landlord or Tenant may, at its option, terminate this Lease by giving notice thereof to the other. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1265.130, which allows either party to a lease to petition the Superior Court to terminate the Lease in the event of a partial taking of the Premises.

19.3 In any of the foregoing cases, Landlord shall be entitled to all compensation and awards arising out of or in connection with such taking or disposition, including any portion thereof attributable to the value of the leasehold estate, except that nothing herein contained shall be deemed to prevent Tenant from recovering from the taking or acquiring authority compensation for the taking of any personal property or fixtures belonging to it or for interruption or damage to its business or for moving or other expenses, to the extent any of the same are compensable by law.

20. NOTICES. Any notice, request, direction, instruction, demand, consent, authorization, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by e-mail, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Landlord: City of Fairfield
1000 Webster Street
Fairfield, California 94533
Attention:
Email:

Tenant: Solano County SELPA.
5100 Business Center Drive, Suite 200
Fairfield, California 94534
Attention:
Email:

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed delivery receipt (provided that if any notice or other communication to be delivered by e-mail is unable to be transmitted because of a problem affecting the receiving party's computer system, the

deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

21. ADDITIONAL COVENANTS OF TENANT

21.1 NO RELOCATION BENEFITS. Tenant acknowledges that Tenant's occupancy of the Premises under this Lease terminates at the end of the lease term pursuant to Section 3.1, or as it may be extended pursuant to tenant's options in Section 3.2. Tenant therefore acknowledges that should the Lease terminate pursuant to Sections 3.1 or 3.3, Tenant shall not be entitled to relocation benefits under either state or federal relocation assistance statutes and regulations and Tenant hereby waives any rights to such relocation benefits.

TENANT INITIALS: _____

22. MISCELLANEOUS.

22.1 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and "person" includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires. The term "**Landlord**" shall mean the owner of the Premises at the relevant time.

22.2 Tenant, at any time and from time to time, at the request of Landlord, shall promptly execute, acknowledge and deliver to Landlord a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); and (b) that there are not then existing any offsets or defenses against the enforcement of any provision of this Lease except as therein specified.

22.3 Time is of the essence of the notice requirements and the obligations of the parties under this Lease.

22.4 If there are any covenants yet to be performed by Tenant as of the date of expiration or termination of the term hereof, including, without limitation, the payment of Taxes and Rent under this Lease as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

22.5 This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

22.6 This Lease shall be governed and interpreted in accordance with the laws of the State of California.

22.7 The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

22.8 The section headings are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of any section of this Lease nor the intent of any of its provisions.

22.9 This Lease may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

23. ENVIRONMENTAL MATTERS.

23.1 The term “**Hazardous Substance**” shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s, or any other substances the removal of which is required, or the manufacture, production, generation, use, maintenance, disposal, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), and the Occupational Safety and Health Act (29 U.S.C. Sections 651, et seq.), as these laws have been amended or supplemented.

23.2 Tenant shall not use, or permit others to use, the Premises for the production, generation, manufacture, treatment, transportation, storage or disposal of any Hazardous Substance, whether or not in compliance with any and all applicable federal, state and local environmental laws, ordinances and regulations. Provided however, Tenant, without Landlord’s prior consent, shall be allowed (in strict compliance with all laws), to utilize ordinary quantities of Hazardous Substances customarily used in general office use and in compliance with the use of the Premises allowed herein (i.e., cleaning supplies, copier toner and similar items). Tenant shall immediately notify Landlord of (a) any release or discharge by Tenant or any other occupant of the Premises (or alleged release or discharge) of a Hazardous Substance, or (b) of any notice of violation or alleged violation of any law regarding any Hazardous Substance received by Tenant or any other occupant of the Premises.

23.3 Without limiting Tenant’s other obligations and liabilities hereunder, Tenant shall indemnify, defend and hold Landlord its officers, tenants and employees harmless, from and against any and all claims, damages, expenses, penalties, liabilities and costs, resulting or arising from a breach of the covenant contained in Section 24.2.

23.4 The provisions of this Section 24 shall survive the expiration or termination of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord has caused this Lease to be executed on its behalf by a duly authorized officer, and Tenant has caused this Lease to be executed on its behalf by a duly authorized officer of Tenant, as of the day and year first written above.

[Signatures appear on the next page.]

LANDLORD: CITY OF FAIRFIELD, a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

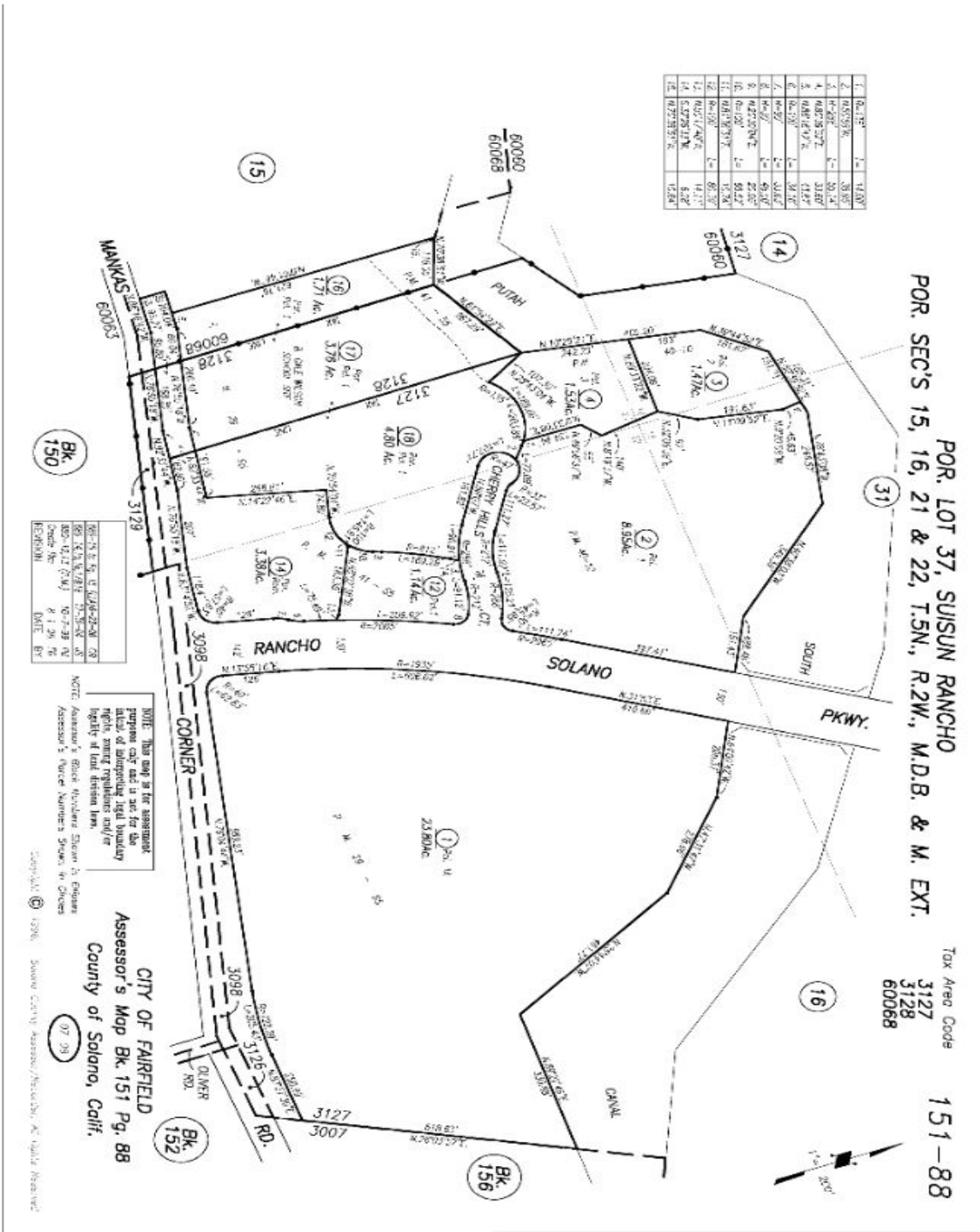
ATTEST:

By: _____
City Clerk

TENANT: SOLANO COUNTY SELPA

By: _____
Name: Andrew Ownby
Its: Assistant Superintendent

EXHIBIT "A"
DESCRIPTION OF PREMISES





Solano County Special Education Local Plan Area

Benicia Unified School District
Dixon Unified School District
Fairfield-Suisun Unified School District
Travis Unified School District
Vacaville Unified School District
Solano County Office of Education

It is recommended that the SELPA Governance and Finance Committee move forward with a recommendation to the Council of Superintendents (COS) for the approval of the procedural manual sections and the deletion of the prior Solano County SELPA Local Plan policies indicated below.

The following procedures have been developed in collaboration with the Special Education Council (SEC).

	<u>Approval/Adoption of Procedural Manual Sections:</u>	Source/Explanation:	Prior Local Plan Policies, Recommended for <u>Deletion</u>:
6.2.1.	Section H – Suspension and Expulsion/Due Process for Students with Disabilities	Gamut Administrative Regulation 5144.2	Section 21 – Suspension/Expulsion Rates
6.2.2.	Section I – Location of Special Education Programs	Developed in collaboration with the SEC	Section 5 – Least Restrictive Environment

H. Suspension and Expulsion/Due Process for Students with Disabilities

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this procedure.⁵

H1. Suspension

The Superintendent or designee may suspend a student with a disability for up to 5 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

⁵ See corresponding member LEA administrative regulation 5144.2

H2. Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

H3. Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.53)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

H4. Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

H5. Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

H6. Decision Not to Enforce Expulsion Order

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

H7. Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

H8. Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

H9. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

I. Location of Special Education Programs

Special education programs shall be located on regular school campuses and dispersed within LEAs and throughout the SELPA to the maximum extent possible to ensure that individuals with disabilities are served in their neighborhood schools, or in schools or locations as close to their homes as possible. Students with special needs receive services in their neighborhood schools unless their IEP's document reasons that placement in alternative settings is appropriate. Inherent in any decision to relocate programs is sensitivity to the need to minimize frequent or disruptive moves.

AB602 Low Incidence Funds History												
	15-16		16-17		17-18		18-19		19-20		20-21	
Beginning Balance	\$	275,687	\$	397,816	\$	416,836	\$	355,131	\$	251,927	\$	251,672
Apportionment	\$	154,511	\$	146,036	\$	136,024	\$	129,860	\$	137,523	\$	868,471 *1
Expense	\$	32,381	\$	77,016	\$	97,730	\$	133,064	\$	37,778	\$	115,500 *2
Transfer to SCOE	\$	-	\$	50,000	\$	100,000	\$	100,000	\$	100,000	\$	800,000 *3
Ending Balance	\$	397,816	\$	416,836	\$	355,131	\$	251,927	\$	251,672	\$	204,643

*1 - 2020-2021 Estimated Low Incidence based on current law and previous LI student count

*2 - 2020-2021 Budgeted expense for District submitted/approved expenses

*3 - 2020-2021 Proposed transfer to SCOE to fund DHH interpreting (in turn drawing less AB602 funds for this program)

Low Incidence Disability - Updated 8/14/2020

Low Incidence Disability is defined as a severe disabling condition with an expected incidence rate of less than one percent of total statewide enrollment in special education. Ed code sections relevant to Low Incidence funding and accountability are listed below.

Low Incidence Disabilities include:

- Hard of Hearing (HH)
- Deafness (DEAF)
- Visual Impairment (VI)
- Orthopedic Impairment (OI)
- Deaf-Blindness (DB)

Low Incidence (LI) funds are for use on behalf of students certified as having an LI **primary or secondary disability** through the assessment and IEP process. The funds are provided to each SELPA by CDE and are listed with other special education entitlements on the Funding Exhibits. The allocation of LI funds to the SELPA is based on the prior year CALPADS Census submission in the categories listed above.

<i>Code</i>	<i>Disability Category</i>
220	Hard of Hearing (HH): Hard of Hearing means hearing impairment, whether permanent or fluctuating, that adversely affects a child's educational performance, but that is not included under the definition of "deaf" in this section.
230	Deafness (DEAF): Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, which adversely affects educational performance. Hearing Impairment (HI): Hearing Impairment is a federal category of disability, which includes both hard of hearing and deaf individuals as defined above. (34 CFR §300.7(c)(3))
250	Visual Impairment (VI): Visually Impaired, including blindness, means impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partially seeing and blind children. (34 CFR §300.7(c)(13))
270	Orthopedic Impairment (OI): Orthopedic Impairment means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.); impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.); and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns which cause contractures). (34CFR §300.7(b) and 300.7(c)(8))
300	Deaf-Blindness (DB): Deaf-Blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness. (34 CFR §300.7(c)(2))

*If you have a student with Multiple Disabilities and one eligibility is a Low Incidence disability then make sure to list the Low Incidence disability as Secondary Disability in order to generate funds.

Low Incidence funds are for **services and/or materials** for students with an LI disability. The requirement to track equipment has changed, but it is recommended that LEAs consider a tracking and monitoring system for equipment purchased with these funds. The LEA or SELPA may consider the following ([CDE, 2014](#)) when funding services and/or purchasing materials with LI Funding. The materials and services should be:

- Required for the student to meet IEP goals and objectives;
- Required for the student to access general education;
- Specialized as it relates to a need or the needs of the LI disability;
- Identified in a comprehensive evaluation completed by credentialed staff or a provider and who is knowledgeable of the LI disability area(s).

Tracking or documentation of expenditure of funds should be made utilizing the appropriate SACS Function Codes

for service providers or purchases., Please ensure that students have an appropriate eligibility category and appropriate services on their IEPs. LEAs should utilize Function Codes in SACS software for services or personnel in order to have internal documentation of expenditures, as the Annual Budget Plan asks for Low Incidence expenditure estimates each year.

Service Codes

The IEP team determines the services for the student. A student must have a service code identified in their IEP that is appropriate to the service that is being provided. A student with a specified LI disability typically has one or more of the following as noted below, all of which are allowable services to be funded with LI funds:

<i>Code</i>	<i>Service Description</i>
610	Specialized Services for LI Disabilities: LI services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18)
710	Specialized Deaf and Hard of Hearing Services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16 and 3051.18)
715	Interpreter Services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16)
720	Audiological Services: These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2)
725	Specialized Vision Services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1)
730	Orientation and Mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.
735	Braille Transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.
740	Specialized Orthopedic Services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) & 3051.16)
745	Reader Services

750	Note Taking Services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.
755	Transcription Services: Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.

Reference Education Code

EC §56320(g) requires that: "The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to §56136."

EC §56327(h) states, "The personnel who assess the pupil shall prepare a written report, as appropriate, of the results of each assessment. The report shall include, but not be limited to, all of the following: "The need for specialized services, materials, and equipment for pupils with low incidence disabilities consistent with guidelines established pursuant to §56136."

EC §56345(b)(5) states, "When appropriate, the individualized educational program shall also include...For pupils with low incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to §56136."

EC §56136 requires that: The Superintendent of Public Instruction to "develop guidelines for each low incidence disability area and provide technical assistance to parents, teachers, and administrators regarding the implementation of the guidelines."

EC §56206 states, "As a part of the local plan submitted pursuant to §56200, each SELPA shall describe how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve pupils in isolated sites and maximizes the opportunities to serve pupils in the least restrictive environment."

EC §56363(b)(16) states the Related Services "may include but not be limited to: Specialized services for low incidence disabilities, such as readers, transcribers, and vision and hearing services."

These services are further defined in **California Code of Regulations, Title 5, §3051.16:**

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

EC § 56364.1 Notwithstanding the provisions of Section 56364.2, pupils with LI disabilities may receive all or a portion of their instruction in the regular classroom and may also be enrolled in special classes taught by appropriately credentialed teachers who serve these pupils at one or more school sites. The instruction shall be provided in a manner which is consistent with the guidelines adopted pursuant to Section 56136 and in accordance with the individualized education program.

EC § 56836.04.

(a) The Superintendent continuously shall monitor and review all special education programs approved under this part to ensure that all funds appropriated to special education local plan areas under this part are expended for the purposes intended.

(b) Funds apportioned to special education local plan areas pursuant to this chapter are to assist local educational agencies to provide special education and related services to individuals with exceptional needs and shall be expended exclusively for programs operated under this part.

(Amended by Stats. 2007, Ch. 56, Sec. 91. Effective January 1, 2008.)

Notwithstanding the provisions of subparagraphs (A) through (F), a State may use funds reserved pursuant to this paragraph for implementing a placement neutral cost sharing and reimbursement program of high need, LI, catastrophic, or extraordinary aid to local educational agencies that provides services to high need students based

on eligibility criteria for such programs that were created not later than January 1, 2004, and are currently in operation, if such program serves children that meet the requirement of the definition of a high need child with a disability as described in subparagraph (C)(ii)(I).

FUNDING FOR SPECIALIZED BOOKS, MATERIALS, EQUIPMENT, and SERVICES FOR LOW INCIDENCE STUDENTS

Education Code (EC) Section (§) 56836.22 provides for funds to purchase specialized books, materials, and equipment as required under the individualized education program (IEP) for each pupil with low incidence disabilities as defined in §56026.5 ("hearing impairments, vision impairments, severe orthopedic impairments, or any combination thereof").

Funding is determined by dividing the total number of pupils in California with low incidence disabilities, as reported in the December 1st prior year unduplicated pupil count, in the following categories: hard of hearing, deaf, visually impaired, orthopedically impaired, and deaf-blind into the annual appropriation provided for this purpose in the Budget Act. The Budget Act allows this funding to be used only "for purchase, repair and inventory maintenance" for equipment, materials and specialized books, and specialized services used by students with low incidence disabilities.

As a condition of receiving these funds, "the responsible local agency shall ensure that the appropriate books, materials, and equipment are purchased, the use of the equipment is coordinated as necessary, and that the books, materials, and equipment are reassigned to local education agencies (LEA) within the special education local plan area (SELPA) once the agency that originally received the books, materials, and equipment no longer needs them."

It is also the "intent of the Legislature that local plan areas share unused low incidence books, materials, and equipment with neighboring SELPAs." If the equipment, materials or specialized books are no longer needed within the SELPA or a neighboring SELPA, the Department of Education Low Incidence Program Consultant shall be contacted to reassign the resources elsewhere within California. Items purchased with these funds may only be used by students with low incidence disabilities, unless a waiver has been approved by the State Board of Education.

EC §56320(g) requires that:

"The assessment of a pupil, including the assessment of a pupil with a suspected low incidence disability, shall be conducted by persons knowledgeable of that disability. Special attention shall be given to the unique educational needs, including, but not limited to, skills and the need for specialized services, materials, and equipment consistent with guidelines established pursuant to §56136."

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

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

EC §56345(b)(5) states, "When appropriate, the individualized educational program shall also include...

For pupils with low incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to §56136."

EC §56136 requires that:

The Superintendent of Public Instruction to "develop guidelines for each low incidence disability area and provide technical assistance to parents, teachers, and administrators regarding the implementation of the guidelines."

EC §56206 states, "As a part of the local plan submitted pursuant to §56200, each SELPA shall describe how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve pupils in isolated sites and maximizes the opportunities to serve pupils in the least restrictive environment."

EC §56363(b)(16) states the Related Services "may include but not be limited to:

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

These services are further defined in California Code of Regulations, Title 5, §3051.16:

"Specialized Services for low incidence disabilities may include:

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

The Individuals with Disabilities Education Act (IDEA) requires that the IEP team shall "consider whether the child requires assistive technology devices and services" for all students with disabilities. IEP requirements also include the need, as appropriate, for "...Braille" instruction for students who are "blind or visually impaired", and "language and communication needs..." "for students who are "deaf or hard of hearing. The Special Education Division's Web site contains a memorandum regarding assistive technology, and details on these, and other changes in federal and state requirements resulting from reauthorization of IDEA, 2004 and other legislation.

Since the use of these funds is limited to expenditures on books, materials, equipment, and services for students with low incidence disabilities, the purchase must relate to the unique educational needs resulting from the low incidence disability as indicated in the IEP of eligible students. For example, regular textbooks and workbooks would not qualify in contrast to low vision aids, digital media, large print or Braille books for students who are visually impaired. Bolsters and mats for young children should be a part of basic equipment and would not qualify, while specialized adapted feeding and self-care equipment, needed by children because of their severe orthopedic impairments, would qualify. It is therefore important that specialized teachers who are credentialed to serve students with specific low incidence disabilities be involved in the team assessment process and attend the IEP meetings so that books, materials, equipment, and services considered for purchase for low incidence students are related directly to the unique educational needs resulting from a low incidence disability.

Students with low incidence disabilities enrolled in non-public and private schools by the public school, or served in the student's home when required under the IEP, pursuant to SELPA local plan policies and procedures are also eligible to have books, materials, and equipment purchased for their use by low incidence funds. Reasonable care must be taken, however, to prevent damage, loss or theft.

Purchasing specialized equipment and materials and specialized services for infants with low incidence disabilities is also an allowable expenditure for Part C funds. The purchase must relate to a need documented in the IEP based on assessment results for each pupil receiving the services.

Expenditures for low incidence specialized services are limited to direct services (i.e. interpreters, note-takers, readers, transcribers) to the pupils with low incidence disabilities, and cannot be used for services to staff, or for any other purpose. These funds should not be used to provide services to meet general education needs provided through the base program.

Personnel providing services to meet the specialized health care needs related to a student's low incidence disability must meet the requirements of the *CCR*, Title 5, §3051.12(b).

It is permissible to "pool" funds to be used by one or more students with low incidence disabilities. There is no legal limitation on the amount of funding for any particular student.

Since there may not be adequate funding to meet all the needs of all eligible students with low incidence disabilities, responsible LEAs should establish a priority for the allocating of these funds, using procedures outlined in the SELPAs local plan for special education.

Low Incidence funds allocated under *EC* 56836.22 may *not* be used to:

1. Support staff development. It is suggested that technical support and training be included when equipment is purchased. SELPAs are encouraged to collaboratively develop regionalized multi-agency funded centers that can provide ongoing technical support, training and address other activities and assure funds are used in the most cost-effective manner.
2. Purchase medical therapy units for California Children's Services. LEAs shall provide necessary space and equipment for the provision of occupational therapy and physical therapy in the most efficient and effective manner.
3. Purchase medical equipment needed for providing specialized health needs since *California Code of Regulations (CCR)*, Title 5, §3051.12(b)(3)(C), states that "the school district shall not be required to purchase medical equipment for an individual student."
4. Construct or alter facilities (for example, building ramps), or to acquire storage units.
5. Supplant books, equipment and materials that have been provided by other agencies. Low incidence funds are to be used only to supplement, and not to supplant other available funding for books, materials and equipment provided through the base program for general education and/or special education students. For example, basic computers or other basic technology should not be purchased with low incidence funds unless it can be clearly demonstrated to fulfill a specialized function, format or adaptation directly related to the low incidence disability. General education or other special education funding should be used for purchasing such basic items.

Since use of these funds is limited, "for purchase, repair and inventory maintenance" for equipment, materials and specialized books used by students with low incidence disabilities, any "coordinating" activity necessary to allow for the tracking of books, materials and equipment for students with low incidence disabilities must come from funds other than those allocated under *EC* 56836.22.

The Low Incidence Program Consultant and the Clearinghouse for Specialized Media and Translations (CSMT) can assist and advise SELPAs or LEA's in reassigning surplus materials and equipment statewide or provide information regarding the disposal of unusable surplus items. If you have any questions or need assistance in this area, please contact:

Special Education Low Incidence Programs
California Department of Education
1430 N Street, Suite 2401, Sacramento, CA 95814
Voice 916-322-3254
TTY 916-445-4556
Web page: <http://www.cde.ca.gov/sp/se/>

Clearinghouse for Specialized Media & Translations (CSMT)
California Department of Education
1430 N Street, Third Floor, Sacramento, CA 95814-2343
Voice/TTY: 916-445-5103
Web page: <http://www.cde.ca.gov/re/pn/sm/> E-mail: csmt@cde.ca.gov

NOTE: Beginning in 2013-2014, Low Incidence Equipment and Low Incidence Services were blended interchangeably. There is no longer a separate grant reporting on Low Incidence Services.

FREQUENTLY ASKED QUESTIONS

1. *May Low Incidence funding be spent in only one of the eligible low incidence disability areas even though all Low Incidence disability students generate income?*

Yes. Although the allocation is generated on a per student basis and must be expended on only students who have a Low Incidence disability, there is no requirement that income be spent proportionally on each of the various disability groups consistent with the funds generated. It is a local decision of the LEA or SELPA regarding how the available low incidence funds are spent as long as revenue for equipment, books and materials isn't commingled with specialized services funds.

2. *Is a SELPA or LEA required to use Low Incidence Funding to purchase prescription devices?*

The California State Board of Education has adopted CCR, Title 5, §3051.12(b)(3)(c), which states in part that "the school district shall not be required to purchase medical equipment for an individual student." Based on this regulation, the CDE has a long standing practice to encourage the purchase of prescription devices and medical equipment through other funding sources such as private medical insurance or Medi-Cal.

3. *If a student with a low incidence disability within our SELPA for whom we purchased books, materials and equipment with our low incidence funds moves to a different SELPA, are we required to send the books materials and equipment with the student to the new SELPA?*

No. EC §56836.22 (e) states in part that "it is the intent of the legislature that SELPAs share unused equipment, books and materials with neighboring SELPAs...." If the books, materials and equipment are still needed by other students with low incidence disabilities in your SELPA/County, there is no requirement to send it with the student who moved away. Providing these resources is the responsibility of the SELPA where the student now resides. If, however, books, materials and equipment purchased with low incidence funds are unused, SELPAs are encouraged to make arrangements with other SELPAs to share the unused equipment, books and materials. The CDE may be contacted for assistance in locating another SELPA that has need of the unused equipment, books or materials.

4. *We have students in our SELPA who have visual perception problems. Does this disability qualify as a visual impairment for low incidence funding?*

No. EC §56026.5 states "Low incidence disability" means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade twelve. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. Vision impairments as defined by EC §56350 (c) do not include a pupil who is eligible for special education and related services based on a specific learning disability within the function of vision which results in visual perceptual or visual motor dysfunction identified pursuant to §56338.

5. *We have a student who is both severely emotionally disturbed and blind. Will we receive low incidence funding for this student?*

Visual Impairment is one of the severe disabling conditions defined by EC §56026.5 as a low incidence disability. The language "or any combination thereof" has been interpreted to mean a

student is eligible for Low Incidence funding if (s)he has at least one of the three severe disabling condition regardless of any other disabilities that may also be present. Therefore, a student who has multiple disabilities will generate Low Incidence funding as long as that student has been reported on the CASEMIS pupil count in either Disability 1 or Disability 2 as either hearing impaired, visually impaired or severely orthopedically impaired. Since students with low incidence disabilities may be reported in either the Disability 1 or Disability 2 category on the CASEMIS, first there is a count of disability 1 data. Then there is a count of disability 2 to capture those students with low incidence disabilities that were not reported in Disability 1. This ensures that the total count is an unduplicated count.

**Solano County Office of Education
Special Education
Funded Services Outside of Solano SELPA
Through the Month of Sep - 20-21**

**Solano County Office of Education
Special Education
20-21 Outside Services**

DHH Program Provided to Districts Vallejo Pennycook	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Revenue:						
AB602 Revenue	475,000	475,000	-	47,500	427,500	90.00%
Expenses:						
1000 Certificated	-	-	-	-	-	N/A
2000 Classified	-	-	-	-	-	N/A
3000 Employee Benefits	-	-	-	-	-	N/A
4000 Books & Supplies	-	-	-	-	-	N/A
5000 Services & Operating Exp	475,000	475,000	-	-	475,000	100.00%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	-	-	-	-	-	N/A
Total Expenditures	475,000	475,000	-	-	475,000	100.00%
Net Increase/(Decrease)	-	-	-			

	Adopted No. Students	Revised No. Students
Expenses:		
Preschool Students	0	0
School Age Students	5	5
Total Students	5	5
Cost Per Student		
	95,000	95,000

**Solano County Office of Education
Special Education
Other Funding
Through the Month of Sep - 20-21**

**Solano County Office of Education
Special Education
20-21 Infant, Part C**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Infant Program						
Revenue:						
Infant J50	1,057,416	1,089,012	31,596	108,902	980,110	90.00%
Early Start	47,966	47,966	-	-	47,966	100.00%
Infant Discretionary	23,123	23,123	-	-	23,123	100.00%
SCOE Contribution to Indirect	55,091	55,091	-	-	55,091	100.00%
Total Revenues	1,183,596	1,215,192	31,596	108,902	1,106,290	91.04%
Expenses:						
1X00 Certificated Positional	550,690	576,849	26,159	576,849	-	-
1XXX Certificated Non-Positional	15,498	15,498	-	1,206	14,292	92.22%
Total Certificated	568,188	594,347	26,159	578,055	16,292	2.74%
2X00 Classified	164,625	167,530	2,905	167,530	-	-
2XXX Classified Non Positional	7,000	7,000	-	-	7,000	100.00%
Total Classified	171,625	174,530	2,905	167,530	7,000	4.01%
3000 Employee Benefits	278,642	269,081	(9,561)	258,721	10,360	3.85%
4000 Books & Supplies	7,050	7,400	350	843	6,557	88.60%
5000 Services & Operating Exp	52,604	52,254	(350)	23,064	29,190	55.86%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	53,905	53,905	-	-	53,905	100.00%
Indirect Cost Over 5%	55,091	55,091	-	-	55,091	100.00%
Total Expenditures	1,187,105	1,206,608	19,503	1,028,212	178,395	-
Net Increase/(Decrease)	(3,509)	8,584				
Beginning Balance (20-21)	298,659	359,898				
Ending Balance	295,150	368,482				

**Solano County Office of Education
Special Education
20-21 Mental Health**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Mental Health - JDF						
Revenue:						
Mental Health Contribution	30,000	30,000	-	-	30,000	100.00%
SCOE Contribution to Indirect	1,460	1,460	-	-	1,460	100.00%
Total Revenue	31,460	31,460	-	-	31,460	100.00%
Expenses:						
1000 Certificated Positional	-	-	-	-	-	N/A
10XX Non Positional	22,900	22,900	-	-	22,900	100.00%
Total Certificated	22,900	22,900	-	-	22,900	100.00%
Total Classified	-	-	-	-	-	N/A
3000 Employee Benefits	5,671	5,671	-	-	5,671	100.00%
4000 Books & Supplies	-	-	-	-	-	N/A
5000 Services & Operating Exp	-	-	-	-	-	N/A
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	1,429	1,429	-	-	1,429	100.00%
Indirect Cost Over 5%	1,460	1,460	-	-	1,460	100.00%
Total Expenditures	31,460	31,460	-	-	31,460	100.00%

**Solano County Office of Education
Special Education
20-21 Lottery**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Lottery						
Revenue:						
Lottery Unrestricted	40,288	40,288	-	-	40,288	100.00%
Lottery Restricted	14,748	14,748	-	-	14,748	100.00%
	55,036	55,036	-	-	55,036	100.00%
Total Revenues						
Expenses:						
1X00 Certificated Positional	-	-	-	-	-	N/A
1XXX Certificated Non-Positional	-	-	-	-	-	N/A
Total Certificated	-	-	-	-	-	-
2X00 Classified	-	-	-	-	-	N/A
2XXX Classified Non Positional	-	-	-	-	-	N/A
Total Classified	-	-	-	-	-	N/A
3000 Employee Benefits	-	-	-	-	-	N/A
4000 Books & Supplies	32,748	19,000	(13,748)	1,000	18,000	94.74%
5000 Services & Operating Exp	20,370	49,545	29,175	39,523	10,022	20.23%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	1,918	1,918	-	-	1,918	100.00%
	55,036	70,463	15,427	40,523	29,940	-
Total Expenditures						
Net Increase/(Decrease)	-	(15,427)				
Beginning Balance (20-21)	15,427	15,427				
Ending Balance	15,427	-				

**Solano County Office of Education
Special Education
AB 602 Funded Programs
Through the Month of Sep - 20-21**

**Solano County Office of Education
Special Education
20-21 Summary of SCOE AB 602 Funded Programs**

Combined Special Ed 3-22 Programs and Services	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Revenue:						
AB602 Rents & Leases	509,473	509,473	-	50,947	458,526	90.00%
AB602 SH 3-22, Part B	11,528,019	10,519,244	(1,008,775)	1,051,924	9,467,320	90.00%
Property Tax	4,979,146	4,979,146	-	-	4,979,146	100.00%
Other Local	7,700	7,700	-	350	7,350	95.45%
SE Transfer from Districts, Part B	1,878,487	1,878,487	-	187,849	1,690,638	90.00%
Impact Aid	115,000	115,000	-	-	115,000	100.00%
Deferred Maintenance	(112,009)	(112,009)	-	-	(112,009)	100.00%
IDEA, Part B	1,017,962	1,017,962	-	-	1,017,962	100.00%
Routine Maintenance	(265,027)	(265,027)	-	-	(265,027)	100.00%
AB602 Outside Related Services	467,105	375,455	(91,650)	37,546	337,909	90.00%
AB602 DHH SDC, Itinerant, Audiology	1,097,588	1,097,588	-	109,759	987,829	90.00%
SE Transfer from Districts, DHH	573,647	573,647	-	-	573,647	100.00%
SE Transfer from SELPA (Low Incidence)	100,000	100,000	-	-	100,000	100.00%
AB602 Related Services	2,195,056	3,295,481	1,100,425	329,548	2,965,933	90.00%
AB602 Juvenile Detention Facility	101,315	101,315	-	10,132	91,183	90.00%
Vallejo Portion of JDF	6,195	6,195	-	-	6,195	100.00%
AB602 SCIL Preschool	166,612	166,612	-	16,661	149,951	90.00%
SCIL Preschool FFS	482,720	482,720	-	-	482,720	100.00%
AB602 Physical Therapy	249,960	249,960	-	24,996	224,964	90.00%
Physical Therapy FFS	79,801	79,801	-	-	79,801	100.00%
SCOE Contribution to Indirect	1,160,950	1,160,950	-	-	1,160,950	100.00%
Total Revenues	26,339,700	26,339,700	-	1,819,712	24,519,988	93.09%
Expenses:						
1X00 Positional Certificated	6,688,093	6,609,038	(79,055)	6,107,431	501,607	7.59%
1XXX Non Positional Certificated *	362,616	367,513	4,897	70,114	297,399	80.92%
Total Certificated	7,050,709	6,976,551	(74,158)	6,177,546	799,005	11.45%
2X00 Positional	6,767,863	6,777,858	9,995	6,340,858	437,000	6.45%
2XXX Non Positional *	555,698	556,358	660	14,478	541,880	97.40%
Total Classified	7,323,561	7,334,216	10,655	6,355,335	978,881	13.35%
3000 Employee Benefits	6,436,820	6,384,315	(52,505)	5,472,721	911,594	14.28%
4000 Books & Supplies	248,984	256,926	7,942	83,835	173,091	67.37%
5000 Services & Operating Exp	2,279,116	2,387,182	108,066	1,696,259	690,923	28.94%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	1,135,959	1,135,959	-	-	1,135,959	100.00%
Indirect Cost Over 5%	1,160,950	1,160,950	-	-	1,160,950	100.00%
Total Expenditures	25,636,099	25,636,099	-	19,785,696	5,850,403	22.82%
Net Increase/(Decrease)	703,601	703,601				
Beginning Balance	-	-				
Ending Balance	703,601	703,601				
Components Ending Fund Balance:						
Reserve RS 6500	703,601	703,601				
Unappropriated	-	-				
Total Components Ending Fund Bal	703,601	703,601				

*Non-Positional includes ESY

**Solano County Office of Education
Special Education
20-21 Summary AB 602 Revenue**

Part B, SCOE Operated Regionalized Programs	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
SCOE Operated Programs						
AB602 SH 3-22	11,528,019	10,519,244	(1,008,775)	1,051,924	9,467,320	90.00%
AB602 DHH SDC	1,097,588	1,097,588	-	109,759	987,829	90.00%
AB602 Related Services	2,195,056	3,295,481	1,100,425	329,548	2,965,933	90.00%
AB602 Juvenile Detention Fac	101,315	101,315	-	10,132	91,183	90.00%
AB602 SCIL Preschool	166,612	166,612	-	16,661	149,951	90.00%
AB602 Physical Therapy	249,960	249,960	-	24,996	224,964	90.00%
Total SCOE Operated Programs	15,338,550	15,430,200	91,650	1,543,020	13,887,180	90.00%
Payments to Districts						
AB602 Rents & Leases	509,473	509,473	-	50,947	458,526	90.00%
AB602 Outside Related Services	467,105	375,455	(91,650)	37,546	337,909	90.00%
Total Payments to Districts	976,578	884,928	(91,650)	88,493	796,435	90.00%
Outside Services						
AB602 Vallejo DHH	475,000	475,000	-	47,500	427,500	90.00%
Total Outside DHH	475,000	475,000	-	47,500	427,500	90.00%
Total AB602 Revenue	16,790,128	16,790,128	-	1,679,013	15,111,115	90.00%
Total Property Tax	4,979,146	4,979,146		-	4,979,146	100.00%
Total AB602 & Property Tax	21,769,274	21,769,274	-	1,679,013	20,090,261	92.29%

**Solano County Office of Education
Special Education
20-21 Rents and Leases**

Rents and Leases	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Revenue:						
AB602 Revenue	509,473	509,473	-	50,947	458,526	90.00%
SCOE Contribution to Indirect	24,794	24,794	-	-	24,794	100.00%
Total Revenue	534,267	534,267	-	50,947	483,320	90.46%
Expenses:						
1000 Certificated	-	-	-	-	-	N/A
2000 Classified	-	-	-	-	-	N/A
3000 Employee Benefits	-	-	-	-	-	N/A
4000 Books & Supplies	-	-	-	-	-	N/A
5000 Services & Operating Exp	485,212	485,212	-	485,212	-	-
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	24,261	24,261	-	-	24,261	100.00%
Indirect Cost Over 5%	24,794	24,794	-	-	24,794	100.00%
Total Expenditures	534,267	534,267	-	485,212	49,055	9.18%

**Solano County Office of Education
Special Education
20-21 SH 3-22, Part B**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
SH 3-22 Year Olds						
Revenue:						
AB602	11,528,019	10,519,244	(1,008,775)	1,051,924	9,467,320	90.00%
Property Tax	4,979,146	4,979,146	-	-	4,979,146	100.00%
Other Local	7,700	7,700	-	350	7,350	95.45%
LCFF Transfer from Districts	1,878,487	1,878,487	-	187,849	1,690,638	90.00%
Impact Aid	115,000	115,000	-	-	115,000	100.00%
Deferred Maintenance	(112,009)	(112,009)	-	-	(112,009)	100.00%
IDEA	1,017,962	1,017,962	-	-	1,017,962	100.00%
Routine Maintenance	(265,027)	(265,027)	-	-	(265,027)	100.00%
SCOE Contribution to Indirect	895,781	895,781	-	-	895,781	100.00%
Total Revenues	20,045,059	19,036,284	(1,008,775)	1,240,123	17,796,162	93.49%
Expenses:						
1X00 Certificated Positional	5,826,116	5,069,443	(756,673)	4,719,518	349,925	6.90%
1XXX Certificated Non Positional	341,084	338,884	(2,200)	58,443	280,441	82.75%
Total Certificated	6,167,200	5,408,327	(758,873)	4,777,962	630,365	11.66%
2X00 Classified Positional	4,778,942	4,778,942	-	4,474,811	304,131	6.36%
2XXX Classified Non-Positional	528,548	528,548	-	9,491	519,057	98.20%
Total Classified	5,307,490	5,307,490	-	4,484,302	823,188	15.51%
3000 Employee Benefits	5,128,123	4,880,978	(247,145)	4,137,618	743,360	15.23%
4000 Books & Supplies	204,340	202,932	(1,408)	76,812	126,120	62.15%
5000 Services & Operating Exp	922,803	921,454	(1,349)	458,482	462,972	50.24%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	876,497	876,497	-	-	876,497	100.00%
Indirect Cost Over 5%	895,781	895,781	-	-	895,781	100.00%
Total Expenditures	19,502,234	18,493,459	(1,008,775)	13,935,175	4,558,284	24.65%
Net Increase/(Decrease)	542,825	542,825				
Total Program	20,045,059	19,036,284				
Component Ending Fund Balance:						
Reserve	542,825	542,825				
Unappropriated	-	-				
Ending Fund Balance	542,825	542,825				

LCFF Transfer from Districts ADA	273.56	273.56
LCFF Transfer from Districts \$ per ADA	7,309	7,309

**Solano County Office of Education
Special Education
20-21 DHH**

DHH Programs SDC Classes, Itinerant & Audiology	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Revenue:						
AB602	1,097,588	1,097,588	-	109,759	987,829	90.00%
Local Revenue	573,647	573,647	-	-	573,647	100.00%
Tuition Out of County	-	-	-	-	-	N/A
SE Transfer from SELPA (Low Incidence)	100,000	100,000	-	-	100,000	100.00%
SCOE Contribution to Indirect	83,690	83,690	-	-	83,690	100.00%
Total Revenues	1,854,925	1,854,925	-	109,759	1,745,166	94.08%
Expenses:						
1X00 Certificated Positional	505,666	486,786	(18,880)	475,110	11,676	2.40%
1XXX Certificated Non Positional	9,932	9,932	-	2,740	7,192	72.41%
Total Certificated	515,598	496,718	(18,880)	477,850	18,868	3.80%
2X00 Classified Positional	451,801	451,801	-	416,539	35,262	7.80%
2XXX Classified Non Positional	11,650	11,650	-	899	10,751	92.29%
Total Classified	463,451	463,451	-	417,437	46,014	9.93%
3000 Employee Benefits	434,168	429,563	(4,605)	379,708	49,855	11.61%
4000 Books & Supplies	4,822	5,172	350	1,563	3,609	69.78%
5000 Services & Operating Exp	219,718	242,853	23,135	120,645	122,208	50.32%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	81,889	81,889	-	-	81,889	100.00%
Indirect Cost Over 5%	83,690	83,690	-	-	83,690	100.00%
Total Expenditures	1,803,336	1,803,336	-	1,397,203	406,133	22.52%
Net Increase/(Decrease)	51,589	51,589				
Total Program	1,854,925	1,854,925				
Component Ending Fund Balance:						
Reserve	51,589	51,589				
Unappropriated	-	-				
Ending Fund Balance	51,589	51,589				

	Adopted	Revised
No. of SCOE Students	4	4
No. of students Out of SELPA	5	5
Rev per MOU for Out of SELPA student		

Local Revenue=No. of Students out of SELPA X Rev per MOU for Out of SELPA students

**Solano County Office of Education
Special Education
20-21 Outside Related Services**

	Adopted Budget	Revised Budget	Revised Inc (Dec)	Actuals & Encum thru	Remaining	%
Outside Related Services Provided by Districts	20-21	20-21	Adopted	Sep	Budget	Remaining
Revenue:						
AB602 Revenue	467,105	375,455	(91,650)	37,546	337,909	90.00%
SCOE Contribution to Indirect	3,577	3,577	-	-	3,577	100.00%
Total Revenue	470,682	379,032	(91,650)	37,546	341,486	90.09%
Expenses:						
1000 Certificated	-	-	-	-	-	N/A
2000 Classified	-	-	-	-	-	N/A
3000 Employee Benefits	-	-	-	-	-	N/A
4000 Books & Supplies	-	-	-	-	-	N/A
5000 Services & Operating Exp	450,000	358,350	(91,650)	345,000	13,350	3.73%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	3,500	3,500	-	-	3,500	100.00%
Indirect Cost Over 5%	3,577	3,577	-	-	3,577	100.00%
Total Expenditures	457,077	365,427	(91,650)	345,000	20,427	5.59%
Net Increase/Decrease	13,605	13,605				
Total Program	470,682	379,032				
Component Ending Fund Balance:						
Reserve	13,605	13,605				
Unappropriated	-	-				
Ending Fund Balance	13,605	13,605				

*Vision, Speech, AdPE, O&M, OT

**Solano County Office of Education
Special Education
20-21 Related Services**

Related Services	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Revenue:						
AB602 Revenue	2,195,056	3,295,481	1,100,425	329,548	2,965,933	90.00%
Local Revenue	-	-	-	-	-	N/A
SCOE Contribution to Indirect	101,767	101,767	-	-	101,767	100.00%
Total Revenue	2,296,823	3,397,248	1,100,425	329,548	3,067,700	90.30%
Expenses:						
1X00 Certificated Positional	174,028	866,818	692,790	726,812	140,006	16.15%
1XXX Non Positional	600	5,425	4,825	3,478	1,947	35.89%
Total Certificated	174,628	872,243	697,615	730,290	141,953	16.27%
2X00 Classified Positional	1,058,380	1,068,375	9,995	1,020,796	47,579	4.45%
2XXX Classified Non Positional	14,300	14,960	660	4,088	10,872	72.68%
Total Classified	1,072,680	1,083,335	10,655	1,024,884	58,451	5.40%
3000 Employee Benefits	557,125	762,350	205,225	693,744	68,606	9.00%
4000 Books & Supplies	35,482	44,482	9,000	5,447	39,035	87.75%
5000 Services & Operating Exp	191,630	369,560	177,930	286,692	82,868	22.42%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	99,577	99,577	-	-	99,577	100.00%
Indirect Cost Over 5%	101,767	101,767	-	-	101,767	100.00%
Total Expenditures	2,232,889	3,333,314	1,100,425	2,741,058	592,256	17.77%
Net Increase/(Decrease)	63,934	63,934				
Total Program	2,296,823	3,397,248				
Component Ending Fund Balance:						
Reserve	63,934	63,934				
Unappropriated	-	-				
Ending Fund Balance	63,934	63,934				

* Assistive Tech, OT, Behavior, Speech, Vision, O&M

**Solano County Office of Education
Special Education
20-21 Juvenile Detention Facility**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Juvenile Detention Facility						
Revenue:						
AB602	101,315	101,315	-	10,132	91,183	90.00%
Vallejo portion of Juvenile Detention Facility	6,195	6,195	-	-	6,195	100.00%
SCOE Contribution to Indirect	5,080	5,080	-	-	5,080	100.00%
Total Revenues	112,590	112,590	-	10,132	102,458	91.00%
Expenses:						
1X00 Certificated Positional	36,633	36,633	-	36,633	-	-
1XXX Certificated Non Positional	7,000	7,000	-	3,181	3,819	54.56%
Total Certificated	43,633	43,633	-	39,814	3,819	8.75%
2X00 Classified Positional	26,129	26,129	-	26,129	-	-
2XXX Classified Non Positional	-	-	-	-	-	N/A
Total Classified	26,129	26,129	-	26,129	-	-
3000 Employee Benefits	28,512	28,512	-	25,042	3,470	12.17%
4000 Books & Supplies	500	500	-	-	500	100.00%
5000 Services & Operating Exp	635	635	-	228	407	64.13%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	4,970	4,970	-	-	4,970	100.00%
Indirect Cost Over 5%	5,080	5,080	-	-	5,080	100.00%
Total Expenditures	109,459	109,459	-	91,212	18,247	16.67%
Net Increase/(Decrease)	3,131	3,131				
Total Program	112,590	112,590				
Component Ending Fund Balance:						
Reserve	3,131	3,131				
Unappropriated	-	-				
Ending Fund Balance	3,131	3,131				

**Solano County Office of Education
Special Education
20-21 SCIL Preschool**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
SCIL Preschool						
Revenue:						
AB602	166,612	166,612	-	16,661	149,951	90.00%
SCIL FFS	482,720	482,720	-	-	482,720	100.00%
SCOE Contribution to Indirect	30,680	30,680	-	-	30,680	100.00%
Total Revenue	680,012	680,012	-	16,661	663,351	97.55%
Expenses:						
1000 Certificated	145,650	149,358	3,708	149,358	-	-
10XX Certificated Non Positional	4,000	6,272	2,272	2,272	4,000	63.77%
Total Certificated	149,650	155,630	5,980	151,630	4,000	2.57%
2X00 Classified Positional	237,279	237,279	-	187,251	50,028	21.08%
20XX Classified Non Positional	1,200	1,200	-	-	1,200	100.00%
Total Classified	238,479	238,479	-	187,251	51,228	21.48%
3000 Employee Benefits	209,070	203,090	(5,980)	161,314	41,776	20.57%
4000 Books & Supplies	3,200	3,200	-	13	3,187	99.59%
5000 Services & Operating Exp	-	-	-	-	-	N/A
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	30,020	30,020	-	-	30,020	100.00%
Indirect Cost Over 5%	30,680	30,680	-	-	30,680	100.00%
Total Expenditures	661,099	661,099	-	500,208	160,891	24.34%
Net Increase/(Decrease)	18,913	18,913				
Total Program	680,012	680,012				
Preschool SCIL Fee For Service (billed)	34,480	34,480				
Preschool SCIL District Total	14	14				

**Solano County Office of Education
Special Education
20-21 Physical Therapists**

	Adopted Budget 20-21	Revised Budget 20-21	Revised Inc (Dec) Adopted	Actuals & Encum thru Sep	Remaining Budget	% Remaining
Physical Therapists						
Revenue:						
AB602	249,960	249,960	-	24,996	224,964	90.00%
FFS Districts	79,801	79,801	-	-	79,801	100.00%
SCOE Contribution to Indirect	15,581	15,581	-	-	15,581	100.00%
Total Revenue	345,342	345,342	-	24,996	320,346	92.76%
Expenses:						
2000 Classified Positional	215,332	215,332	-	215,332	-	-
20XX Classified Non Positional	-	-	-	-	-	N/A
Total Classified	215,332	215,332	-	215,332	-	-
3000 Employee Benefits	79,822	79,822	-	75,295	4,527	5.67%
4000 Books & Supplies	640	640	-	-	640	100.00%
5000 Services & Operating Exp	9,118	9,118	-	-	9,118	100.00%
6000 Capital Outlay	-	-	-	-	-	N/A
5% Indirect Costs	15,245	15,245	-	-	15,245	100.00%
Indirect Cost Over 5%	15,581	15,581	-	-	15,581	100.00%
Total Expenditures	335,738	335,738	-	290,627	45,111	13.44%
Net Increase/(Decrease)	9,604	9,604				
Total Program	345,342	345,342				



SELPA RENTS AND LEASES

How does it work?

A Brief History

- A practice before all of us...except maybe...
- Used to be based on past practice and memory
- Funding for Leases/Rents taken off the top of AB 602 revenues
- Practice changed in 2013-14 to layout expectations in a SELPA contract
 - Cost calculations
 - Service expectations
 - Obligations of each party
- Contract has been tweaked a couple of times to align with changes in practice

Cost Calculations Pre-Contract

- The annual amount paid was \$6,414 per space
- The amount stayed the same from one year to the next
- As far as I can tell the amount was not adjusted based on the size of a space
- It does look like the amount was adjusted for some spaces in some years

POST-CONTRACT

Maintenance Cost Calculations

- Cost will be based on 960 square footage (SF). Cost for SF more/less than 960 SF charged at a portion thereof in accordance with the California School Accounting Manual (CSAM). (Contract #2)
- For “people-occupied” areas, such as instruction or office space, a room that falls within the general range of 800 to 1,100 square feet counts as one (1.0) CU. Areas that fall outside this range are converted to CUs by dividing the actual square footage by 960. For example, a room occupying 1,200 square feet is 1.25 CU (1,200 divided by 960). Examples of areas converted to CUs by using 960 might include large areas, such as science labs, computer labs, multipurpose rooms, and gymnasiums; small areas, such as cubicles for speech therapy; and agency-wide administration facilities. (CSAM Procedure 910, Classroom Units (CU))

Maintenance Cost Calculations

- (Contract #3) Maintenance and operation cost per classroom unit will be set at a designated rates as follows:
 - From the prior two fiscal years SACS forms (for example, for a 2013-14 contract, use the 2011-12 SACS data).
 - This amount will be calculated for each Local Educational Agency (LEA) in the SELPA.
 - The amount charged each fiscal year will be equal to the average of all SELPA member LEA's Plant Maintenance and Operations (M&O) cost per classroom unit.
- Reimbursement for maintenance and operations costs are based on the prior year lease schedule. (Contract #5)

Maintenance Cost Calculations

- Sample from the contract:

Form ICR, line B-11, Plant Maintenance and Operations
divided by the number of total classroom units,
Line C from the Classroom Units Column of Form PCRAF

Example:
2011-2012
\$15,402,299
2,001
\$ 7,697

Plant Maintenance and Operations cost per classroom unit

(Contract #3)

Maintenance Cost Calculation Samples

	A	B	$C = A / B$	D	$E = C \times D$
Building	Sq Footage	CSAM Factor	CSAM Ratio	Line 3 Base M&O Costs	Pro-rata M&O Costs
A	1,069	1,069	1.00	7,697	7,697
B	2,240	960	2.33	7,697	17,960
C	720	960	0.75	7,697	5,773

Note Col B: Per CSAM if Sq Footage is less than 800 or greater than 1,100 then divide by 960, else CU Ratio = 1

Note Col C: CSAM Ratio = CSAM Classroom Unit (CU)

Rent Cost Calculations

- Cost is an annual base rent amount of \$100 per each 960 sq. foot classroom. (Contract #5)
 - Includes rent for land that SCOE building occupies.
- Reimbursement for rent is based on the prior year lease schedule. (Contract #5)

Rent Cost Calculation Samples

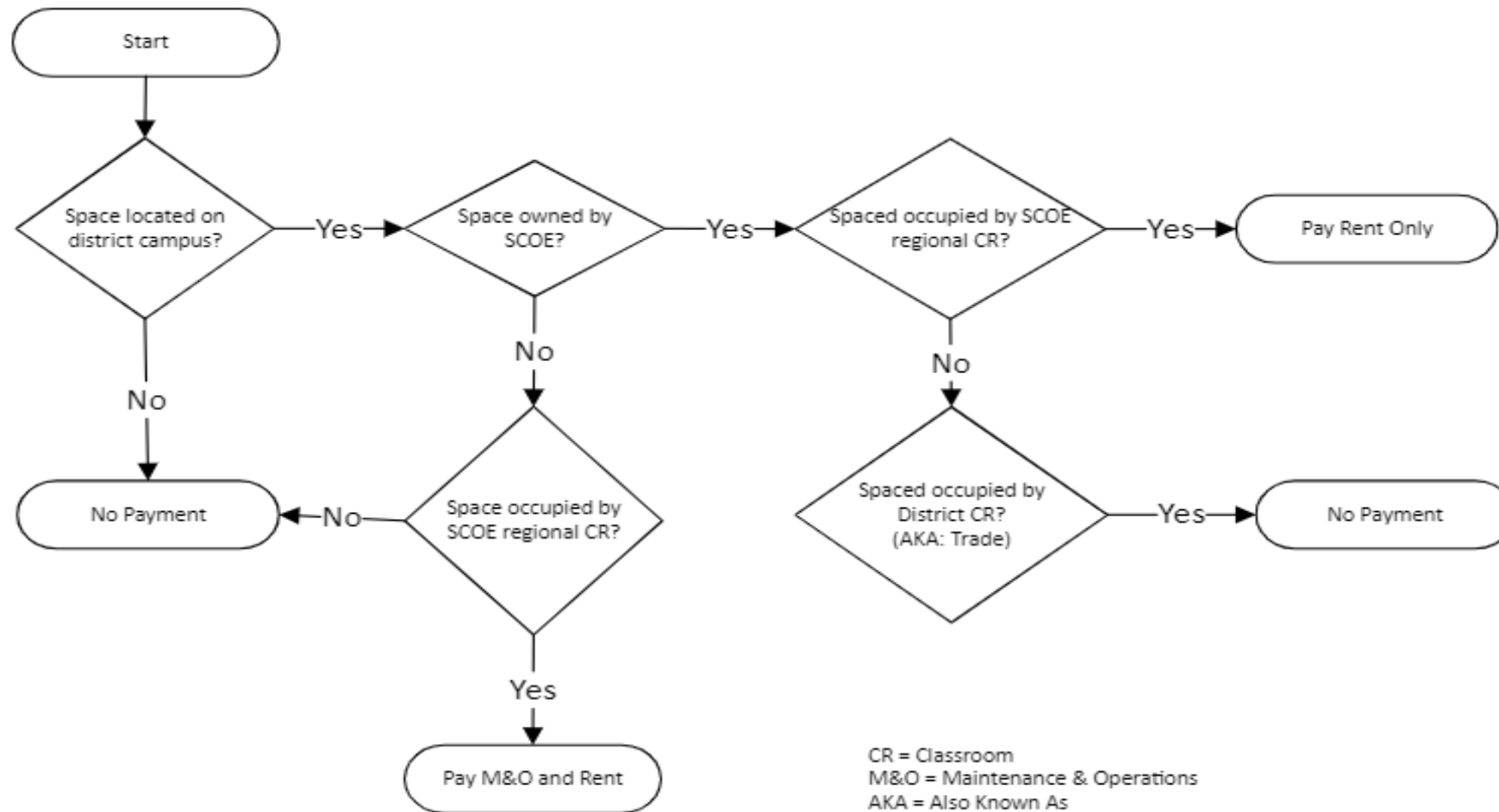
	A	B	$C = A / B$	D	$E = C \times D$
Building	Sq Footage	CSAM Factor	CSAM Ratio	Line 3 Base Annual Rent	Pro-rata Annual Rent
A	1,069	1,069	1.00	100	100
B	2,240	960	2.33	100	233
C	720	960	0.75	100	75

Note Col B: Per CSAM if Sq Footage is less than 800 or greater than 1,100 then divide by 960, else CU Ratio = 1

Note Col C: CSAM Ratio = CSAM Classroom Unit (CU)

QUALIFYING FOR PAYMENT

Qualifying for Payment



TRADES

Trades

- A practice before all of us...except maybe...
- Contract does not address trades
- Practice is based on pre-written language modes...in other words practice is based on oral tradition past down from one generation to the next
- District is only paid for one side of a trade (more on this later)

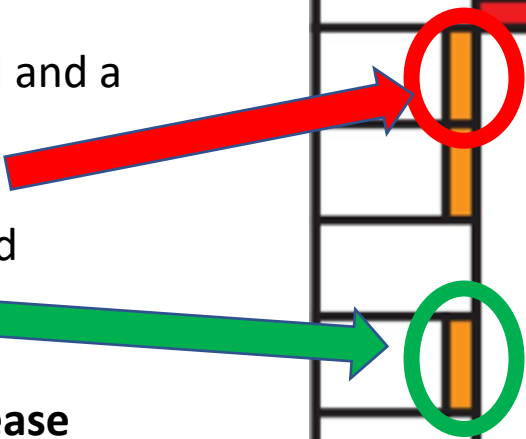
Trades

- Definition: A trade exists if SCOE owns a classroom space located on a district campus which is occupied by a district class instead of a SCOE regional class.
- In such a case, a district owned classroom occupied by a SCOE regional class that is as close in square footage as the SCOE regional classroom occupied by a district class is chosen as an offsetting trade.

Normal Lease - No Trades

SCOE owns the classroom circled in red and a regional class occupies that space.

SCOE also has a class in a district owned classroom, circled in green



No Trades Scenario Rents and Lease

The District where these classes are located will receive:

Building	A	B	C = A + B
Owned	M&O		Total
By	Costs	Rent	Lease
District	7,697	100	7,797
SCOE	-	100	100
Total	7,697	200	7,897

Trades

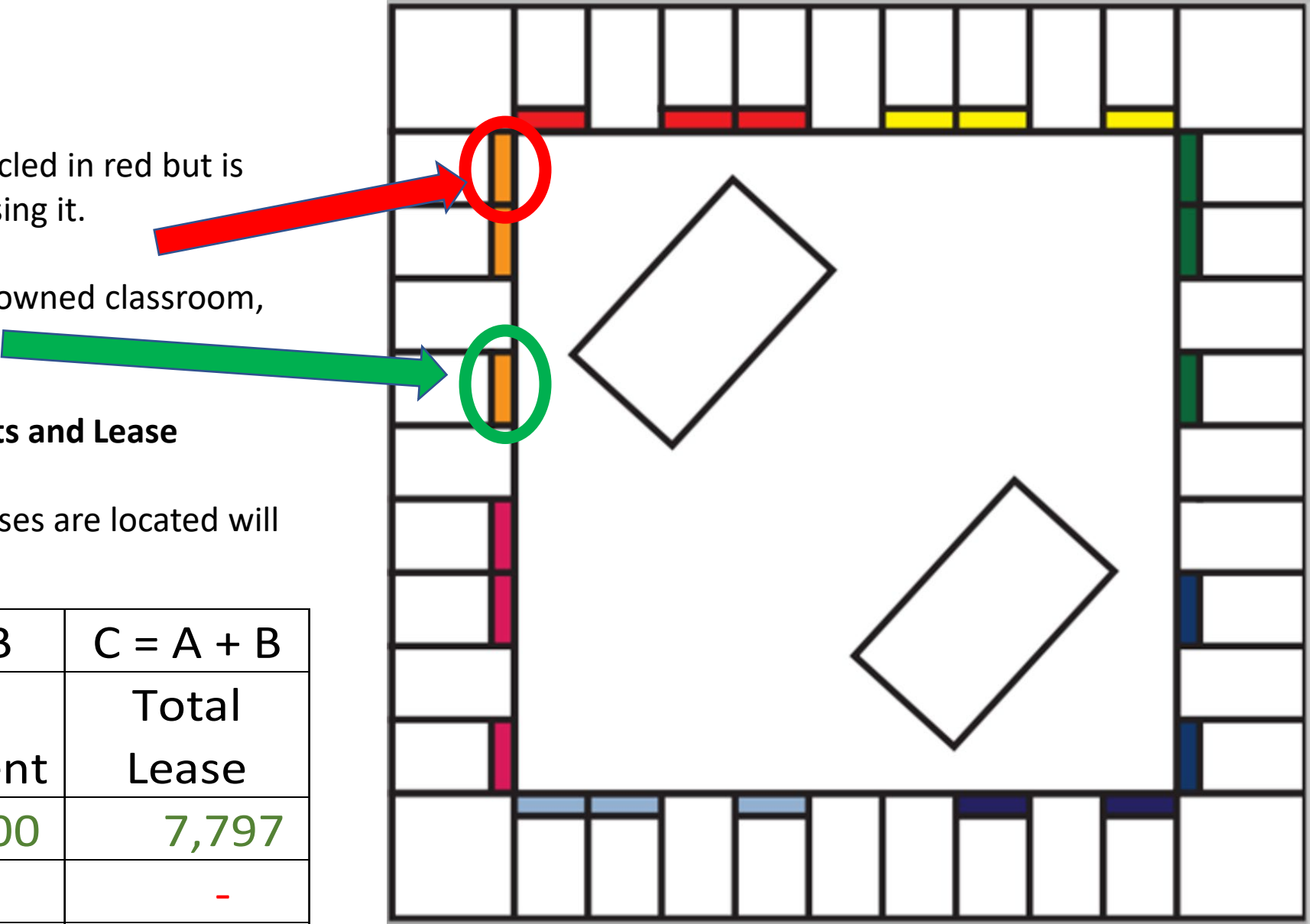
SCOE owns the classroom circled in red but is not using it. The district is using it.

SCOE has a class in a district owned classroom, circled in green.

Trades Scenario Rents and Lease

The District where these classes are located will receive:

Building Owned By	A	B	C = A + B
	M&O Costs	Rent	Total Lease
District	7,697	100	7,797
SCOE	-	-	-
Total	7,697	100	7,797



Question: What does it look like if both sides of a Trade is paid?

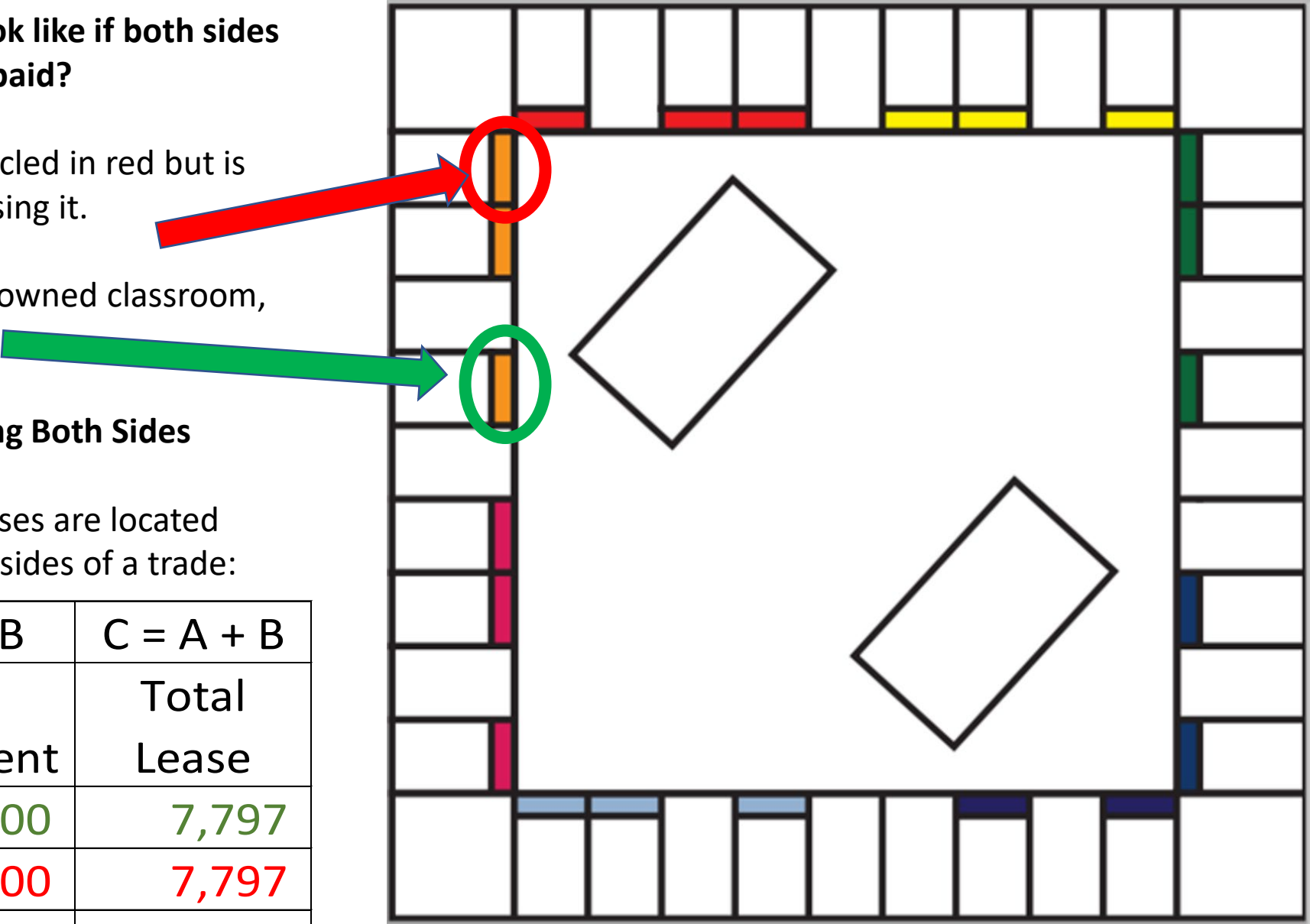
SCOE owns the classroom circled in red but is not using it. The district is using it.

SCOE has a class in a district owned classroom, circled in green.

Trades Scenario Paying Both Sides

The District where these classes are located would receive if paying both sides of a trade:

Building Owned By	A M&O Costs	B Rent	C = A + B Total Lease
District	7,697	100	7,797
SCOE	7,697	100	7,797
Total	15,394	200	15,594



CONSIDERATIONS

Considerations

- Paradox of increasing M&O and/or rent rates to offset actual costs
- Maintain status quo
- Continue current practices plus charge both sides of a trade
- No longer charge member districts for facilities

Paradox

- Revenue to fund leases/rents is taken from AB 602 revenues prior to distribution to districts.
- Five cents of every dollar used to fund leases/rents goes to SCOE to cover indirect costs.
 - As an example, preparing this presentation.

District	Cents on the Dollar to Fund	Cents on the Dollar Received	Received Over/(Under) Paid
BUSD	10	12	2
DUSD	6	13	7
FSUSD	45	40	(5)
TUSD	12	9	(3)
VUSD	27	22	(5)
Total	100	96	(4)

Notes

- Cents on the Dollar to Fund based on % of total ADA per AB602 allocation
- Cents on the Dollar Received based on ratio of District lease/rents received to total lease/rents received

Paradox

- Riddle me this...what happens if we increase the lease and rent payments so that the total increase equals an additional \$10,000 to be received by SELPA members.
- The math is consistent. Those that pay more than they receive will continue to pay more than they receive regardless of how much rates are increased.
- The only variable subject to change is the ratio of each SELPA members ADA to the total SELPA ADA.

District	Dollars Paid to Fund	Dollars Received	Received Over/(Under) Paid
BUSD	1,042	1,250	208
DUSD	625	1,354	729
FSUSD	4,688	4,167	(521)
TUSD	1,250	938	(313)
VUSD	2,813	2,292	(521)
Total	10,417	10,000	(417)

Maintain Status Quo

	Dollars Paid to Fund	Dollars Received	Received Over/(Under) Paid
BUSD	49,399	58,548	9,149
DUSD	32,455	64,114	31,659
FSUSD	225,951	200,649	(25,302)
TUSD	58,907	47,530	(11,377)
VUSD	137,835	109,678	(28,157)
Total	504,547	480,520	

Note: Total Dollars Paid to Fund includes indirect costs.

Current Practice + Both Sides of Trade

	Dollars Paid to Fund	Dollars Received	Received Over/(Under) Paid
BUSD	71,100	58,548	(12,552)
DUSD	46,713	99,423	52,710
FSUSD	325,213	261,005	(64,208)
TUSD	84,785	87,516	2,731
VUSD	198,386	185,123	(13,263)
Total	726,197	691,616	

Note: Total Dollars Paid to Fund includes indirect costs.

No Longer Charge for Facilities

- The revenue gained or lost is minimal and immaterial
- Savings of hidden costs of staff time reconciling classroom use schedules every year.
- Savings of hidden costs of processing and reconciling invoices every year.
- Can still maintain contract of responsibilities.

	Revenue Gain/(Loss)
BUSD	(9,149)
DUSD	(31,659)
FSUSD	25,302
TUSD	11,377
VUSD	28,157



QUESTIONS?