

**West End Special Education Local Plan Area
8265 Aspen Ave., Ste. 200
Rancho Cucamonga, CA 91730**

**SUPERINTENDENTS' COUNCIL
AGENDA**

Notice: This meeting will be held **IN-PERSON** only. If you wish to participate in the meeting and/or make a public comment, please submit them to Natalie, in-person prior to the start of the meeting.

Individuals requiring special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact Natalie Vivar at (909) 476-6131, at least two days before the meeting date.

May 9, 2025

9:00 a.m.

OPENING

A. Administrative Items

- | | | |
|--|---|------------------|
| 1. Acceptance of Agenda for May 9, 2025 | | *Myrlene Pierre |
| | <u> </u> <u> </u> <u> </u> | |
| | Motion Second Vote | |
| 2. Meeting Minutes of April 18, 2025 | | **Myrlene Pierre |
| | <u> </u> <u> </u> <u> </u> | |
| | Motion Second Vote | |
| 3. Chief Administrative Officer's Report | | - Ricky Alyassi |
| 4. Council Member Reports | | - Myrlene Pierre |
| 5. Empowered Parenting Recognition | | - Julie Macias |

PUBLIC HEARING

B. Public Hearing: Annual Budget and Service Plans

- | | | |
|--|--|-----------------|
| 1. Open Public Hearing | | -Myrlene Pierre |
| 2. Review Annual Budget and Annual Service Plan | | |
| a. Section D - Annual Budget Plan | | *Tim Chatkoo |
| b. Section E - Annual Service Plan | | *Ricky Alyassi |
| 3. Public Comment on Annual Budget and Service Plan | | -Myrlene Pierre |
| 4. Close Public Hearing | | -Myrlene Pierre |
| 5. Approval of Annual Budget and Annual Service Plan | | -Myrlene Pierre |

Motion Second Vote

PUBLIC COMMENT

C. Public Comment

The West End SELPA, Superintendents' Council, welcomes comments from visitors. Should anyone wish to make comments, he/she may voluntarily complete a public comment form located at the table in the back of the room. The Public Comment forms must be submitted **prior** to the beginning of the

meeting. The forms will be collected by the recording secretary and given to the meeting facilitator. The Public Comment period is the opportunity for the public to address the members on (1) non-agenda items within the jurisdiction of the members, and (2) items listed on the agenda. All public comments will be allowed (3) three minutes per item, if a member of the public desires to be heard on more than (3) three items appearing on the agenda, he/she will be allowed up to a total of (9) nine minutes to address all items non-agenda and agendized. Each agenda item will have a total of 20 minutes for public comment on one agenda item.

There will not be a separate opportunity to comment at the time each agenda item is addressed by the Council unless the item specifically involves an agendized public hearing. All public comments will be heard during the agendized public comment section B.

SUPERINTENDENTS’ DISCUSSION ITEMS

D. Discussion Items

- 1. Fiscal Notifications * Tim Chatkoo
 - a. 2024-25 Mid-Year 50% Mental Health Contribution
 - b. 2024-25 Low Incidence Update
 - c. 2024-25 Final 50% Joint Risk Fund Contribution Transfer
 - d. 2024-25 3rd Quarter Joint Risk Fund Reimbursement Transfer
 - e. 2024-25 Final 50% Web-based IEP (SEIS) Contribution Transfer
 - f. 2024-25 Projected AB602 Funding Model
 - g. 2025-26 Preliminary Joint Risk Fund (JRF) Contribution Rate Projection
- 2. Community Advisory Committee Annual Report * Ricky Alyassi
- 3. District CAC Appointments: Chaffey, Chino Valley, Etiwanda, and Upland (odd year) * Ricky Alyassi
- 4. In-House Counsel Annual Report * Lisa Dennis

BUSINESS CONSENT ITEMS

E. Business Consent Items

- 1. Memorandum of Understanding – Ontario-Montclair SD
 - 2. Memorandum of Understanding – East San Gabriel SELPA
 - 3. Consent Agenda OAH #2025010320
 - 4. Consent Agenda ADR #1
 - 5. Consent Agenda ADR #2
 - 6. Consent Agenda OAH #2025030703
- *Myrlene Pierre

BUSINESS ACTION ITEMS

F. Business Action Items

- 1. 2025-26 Superintendents’ Council Meeting Schedule * Ricky Alyassi

 Motion Second Vote

CLOSING

G. Future Agenda Items - Myrlene Pierre

H. Adjournment - Myrlene Pierre

 Motion Second Vote

The meeting location for the Superintendents' Council will be held at 8265 Aspen Ave., Rancho Cucamonga, CA 91730. Agenda packets are available on the WESELPA website weselpa.sbcss.k12.ca.us or you may request an agenda packet by calling (909) 476-6131, 72 hours before the scheduled meeting. A fee of ten cents (.10) per page will be charged for copied agenda packet.

*** Handout Included**

**** Handout to be distributed at the meeting**

- No Handout

2025/26 Annual Budget and Service Plans

Background:

California Education Code requires the submission of Annual Budget and Service Plans adopted at public hearings held by the SELPA.

The Annual Budget Plan identifies projected revenues and expenditures for students with disabilities. These projections are identified at the SELPA level and for each participating LEA using CDE-adopted templates.

The Annual Service Plan identifies a full continuum of service options provided within the SELPA, assuring access to appropriate instruction and services for all students with disabilities from birth to twenty-two years of age, including children with low-incidence disabilities.

Fiscal Impact:

There is no anticipated fiscal impact.

Recommendation:

Approve the 2025/26 Annual Budget and Service Plans.

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

Section D: Annual Budget Plan

SELPA

Fiscal Year

Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year’s apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. *California Education Code (EC) Section 56048*

Pursuant to *EC Section 56195.1(2)(b)(3)*, each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA

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TABLE 1

Special Education Projected Revenue Reporting (Items D-1 to D-3)

D-1. Special Education Revenue by Source

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	<input type="text" value="77,784,931"/>	72.79%
AB 602 Property Taxes	<input type="text" value="5,902,965"/>	5.52%
Federal IDEA Part B	<input type="text" value="19,445,010"/>	18.20%
Federal IDEA Part C	<input type="text" value="51,862"/>	0.05%
State Infant/Toddler	<input type="text" value="1,009,971"/>	0.95%
State Mental Health	<input type="text" value="0"/>	0.00%
Federal Mental Health	<input type="text" value="1,042,629"/>	0.98%
Other Projected Revenue	<input type="text" value="1,631,345"/>	1.53%
Total Projected Revenue:	106,868,713	100.00%

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to EC Section 2572. EC Section 56205(b)(1)(B)

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

Section D: Annual Budget Plan

SELPA

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TABLE 2

Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)

D-4. Total Projected Budget by Object Code

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	<input type="text" value="122,114,625"/>	35.87%
Object Code 2000—Classified Salaries	<input type="text" value="64,737,573"/>	19.02%
Object Code 3000—Employee Benefits	<input type="text" value="79,874,932"/>	23.46%
Object Code 4000—Supplies	<input type="text" value="4,406,813"/>	1.29%
Object Code 5000—Services and Operations	<input type="text" value="60,331,836"/>	17.72%
Object Code 6000—Capital Outlay	<input type="text" value="227,736"/>	0.07%
Object Code 7000—Other Outgo and Financing	<input type="text" value="8,752,566"/>	2.57%
Total Projected Expenditures:	340,446,081	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

Section D: Annual Budget Plan

SELPA

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TABLE 3

Federal, State, and Local Revenue Summary (Items D-7 to D-8)

D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	<input type="text" value="85,349,212"/>	25.07%
Projected Federal Revenue	<input type="text" value="21,519,501"/>	6.32%
Local Contribution	<input type="text" value="233,577,368"/>	68.61%
Total Revenue from all Sources:	340,446,081	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

State & Federal funds primarily distributed by ADA or special education pupil count depending on funding type in accordance with approved funding allocation plan; Funding apportioned to the RLA includes proportionate share based on ADA and/or pupil count as well as funding to offset RLA regionalized programs such as grant funding and fee-for-service revenue based on LEA usage; RLA has administrative involvement in the pass-through of special education revenues received on behalf of the SELPA for distribution to member LEAs in accordance with approved funding allocation plan; Apportionments for regionalized programs are made directly to the RLA

- b. YES NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking

Section D: Annual Budget Plan

SELPA

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process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

Section D: Annual Budget Plan

SELPA

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TABLE 4

Special Education Local Plan Area Expenditures (Items D-10 to D-11)

D-10. Regionalized Operations Budget

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	<input type="text" value="851,928"/>	17.17%
Object Code 2000—Classified Salaries	<input type="text" value="956,494"/>	19.28%
Object Code 3000—Employee Benefits	<input type="text" value="750,540"/>	15.13%
Object Code 4000—Supplies	<input type="text" value="39,747"/>	0.80%
Object Code 5000—Services and Operations	<input type="text" value="2,011,383"/>	40.54%
Object Code 6000—Capital Outlay	<input type="text" value="0"/>	0.00%
Object Code 7000—Other Outgo and Financing	<input type="text" value="351,285"/>	7.08%
Total Projected Operating Expenditures:	4,961,377	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

Section D: Annual Budget Plan

SELPA

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TABLE 5

Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

YES NO

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by EC Section 56205(b)(1)(D)?

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN
Attachments
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

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Attachment I

SELPA:

Fiscal Year:

Attachment I—Local Educational Agency Listing

Participating Local Educational Agency Identification

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. Only charter schools that have applied and been approved by their governing board as LEAs for special education purposes should be listed on Attachment I. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c). SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

To Add or Delete Rows:

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

LEA Membership Changes:

If an LEA was previously reported to the CDE in fiscal year 2021–22 or 2022–23 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

SELPA County/District/School Codes

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

Attachment I

SELPA:

Fiscal Year:

Add or Delete Row	List	County Code xx	District Code xxxxx	School Code xxxxxxx	Charter Code (if applicable) xxxx	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Special Education Director First Name	Special Education Director Last Name	Phone (xxx) xxx-xxxx	Email	LEA Status
	1	36	10363			San Bernardino County Office of Education/West End SELPA	Ricky	Alyassi	(909) 476-6131	ricky.alayassi@weselpa.net	<input type="text" value="Previously Reported"/>
	2	36	67595			Alta Loma Elementary	Matt	Williams	(909) 484-5151	mwilliams@alsd.org	<input type="text" value="Previously Reported"/>
	3	36	67645			Central Elementary	Shermella	Roquemore	(909) 989-8541	sroquemore@csd.k12.ca.us	<input type="text" value="Previously Reported"/>
	4	36	67652			Chaffey Joint Union High	Kelly	Martinez	(909) 988-8511	kelly.martinez@cjuhdsd.net	<input type="text" value="Previously Reported"/>
	5	36	67678			Chino Valley Unified	Cheli	McReynolds	(909) 628-1201	willa_mcreynolds@chino.k12.ca.us	<input type="text" value="Previously Reported"/>
	6	36	67694			Cucamonga Elementary	Tracee	Stewart	(909) 987-8942	tstewart@cuca.k12.ca.us	<input type="text" value="Previously Reported"/>
	7	36	67702			Etiwanda Elementary	Elizabeth	Freer	(909) 803-3105	elizabeth_freer@etiwanda.k12.ca.us	<input type="text" value="Previously Reported"/>
	8	36	67785			Mountain View Elementary	Jan	Van Dyke	(909) 947-2205	jan_vandyke@mvsdk8.org	<input type="text" value="Previously Reported"/>
	9	36	67793			Mt Baldy Joint Elementary	Kate	Huffman	(909) 985-0991	kate_huffman@mtbaldy.k12.ca.us	<input type="text" value="Previously Reported"/>
	10	36	75069			Upland Unified	Ryan	Parry	(909) 985-1864	ryan_parry@upland.k12.ca.us	<input type="text" value="Previously Reported"/>

Attachment II

SELPA: Fiscal Year:

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)

Attachment II

SELPA:

Fiscal Year:

Attachment II—Projected Special Education Revenue by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
1	San Bernardino County Office of Education/West End SELPA	33,822,696	5,902,965	51,862	563,017	1,009,971	0	5,895	1,631,345	42,987,751
2	Alta Loma Elementary	3,273,433	0	0	1,061,917	0	0	66,289	0	4,401,639
3	Central Elementary	(699,255)	0	0	1,198,606	0	0	50,560	0	549,911
4	Chaffey Joint Union High	11,032,867	0	0	4,929,023	0	0	270,072	0	16,231,962
5	Chino Valley Unified	14,819,701	0	0	5,249,151	0	0	305,226	0	20,374,078
6	Cucamonga Elementary	(426,680)	0	0	602,156	0	0	27,496	0	202,972
7	Etiwanda Elementary	12,202,728	0	0	2,728,941	0	0	161,177	0	15,092,846
8	Mountain View Elementary	(1,534,760)	0	0	709,369	0	0	35,782	0	-789,609

Attachment II

SELPA:

Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Assembly Bill (AB) 602 State Aid	AB 602 Property Tax	Federal IDEA Part C	Federal IDEA Part B	State Infant/ Toddler	State Mental Health	Federal Mental Health	Other Revenue	Subtotal
9	Mt Baldy Joint Elementary	301,240	0	0	19,093	0	0	1,122	0	321,455
10	Upland Unified	4,992,961	0	0	2,383,737	0	0	119,010	0	7,495,708
Totals:		77,784,931	5,902,965	51,862	19,445,010	1,009,971	0	1,042,629	1,631,345	106,868,713

Attachment III

SELPA:

Fiscal Year:

Attachment III—Projected Expenditures by Object Code by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
1	San Bernardino County Office of Education/West End SELPA	14,364,965	12,452,080	13,907,272	1,085,941	3,430,104	0	3,381,078	48,621,440
2	Alta Loma Elementary	6,543,762	2,987,989	3,615,745	383,721	3,093,013	8,782	195,035	16,828,047
3	Central Elementary	4,889,879	2,411,906	2,769,160	113,215	3,269,635	9,627	715,751	14,179,173
4	Chaffey Joint Union High	23,925,077	15,692,382	19,860,643	419,452	18,227,195	74,688	8,284	78,207,721
5	Chino Valley Unified	29,502,700	11,485,660	14,014,103	760,331	13,817,502	50,765	2,766,807	72,397,868
6	Cucamonga Elementary	4,268,135	2,510,691	3,170,085	159,076	2,020,582	6,433	16,334	12,151,336
7	Etiwanda Elementary	20,087,351	10,819,731	11,687,958	628,312	3,761,367	28,000	0	47,012,719
8	Mountain View Elementary	3,754,009	997,073	1,498,597	107,564	1,876,678	0	396,037	8,629,958
9	Mt Baldy Joint Elementary	94,174	44,267	27,244	31,885	101,386	0	21,137	320,093

Attachment III

SELPA:

Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	1000 Certificated Salaries	2000 Classified Salaries	3000 Employee Benefits	4000 Supplies	5000 Services and Operations	6000 Capital Outlay	7000 Other Outgo and Financing	Subtotal
10	Upland Unified	14,684,573	5,335,794	9,324,125	717,316	10,734,374	49,441	1,252,103	42,097,726
Totals:		122,114,625	64,737,573	79,874,932	4,406,813	60,331,836	227,736	8,752,566	340,446,081

Attachment IV

SELPA:

Fiscal Year:

Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: This Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
1	San Bernardino County Office of Education/West End SELPA	1,600,774	7.44%	41,386,977	48.49%	5,633,689	42,987,751
2	Alta Loma Elementary	1,128,206	5.24%	3,273,433	3.84%	12,426,408	4,401,639
3	Central Elementary	1,249,166	5.80%	(699,255)	-0.82%	13,629,262	549,911
4	Chaffey Joint Union High	5,199,095	24.16%	11,032,867	12.93%	61,975,759	16,231,962
5	Chino Valley Unified	5,554,377	25.81%	14,819,701	17.36%	52,023,790	20,374,078
6	Cucamonga Elementary	629,652	2.93%	(426,680)	-0.50%	11,948,364	202,972
7	Etiwanda Elementary	2,890,118	13.43%	12,202,728	14.30%	31,919,873	15,092,846
8	Mountain View Elementary	745,151	3.46%	(1,534,760)	-1.80%	9,419,567	-789,609
9	Mt Baldy Joint Elementary	20,215	0.09%	301,240	0.35%	(1,362)	321,455

Attachment IV

SELPA:

Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Federal Revenue	Percent of Total Federal Revenue	State Revenue	Percent of Total State Revenue	Local Revenue	Total Federal and State Funding
10	Upland Unified	2,502,747	11.63%	4,992,961	5.85%	34,602,018	7,495,708
Totals:		21,519,501	100.00%	85,349,212	100.00%	233,577,368	106,868,713

Attachment V

SELPA: West End SELPA

Fiscal Year: 2025-26

Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
1	San Bernardino County Office of Education/West End SELPA	1,018,609	1,520,333
2	Alta Loma Elementary	835,211	12,197
3	Central Elementary	0	45,893
4	Chaffey Joint Union High	12,322,417	72,675
5	Chino Valley Unified	136,797	134,322
6	Cucamonga Elementary	0	5,808
7	Etiwanda Elementary	873,994	71,534
8	Mountain View Elementary	0	19,031
9	Mt Baldy Joint Elementary	40,836	0

Attachment V

SELPA:

Fiscal Year:

List	LEA Official Name (District, Charter, COE, JPA, and SELPA)	Total Projected Expenditures by LEA SAS in the Regular Classroom	Total Projected Expenditures by LEA for LI
10	Upland Unified	11,655	99,442
Totals:		15,239,519	1,981,235

**Attachment VI
must be
completed
using the CDE
approved
Microsoft Excel
Template**

Attachment VII

SELPA:

Fiscal Year:

Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of EC Section 56207 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

LEA Name	Add or Delete Row	LEA Status	Transferred FROM	Transferred TO	Initiating SELPA Notification Date	SELPA Governing Board Notification Date	COE Notification Date	CDE Notification Date	Agreed Upon Effective Fiscal Year
		Delete This Row							<input type="text"/>

DO NOT
DISTRIBUTE

**West End Special Education Local Plan Area
Annual Budget Plan
2025/26 Fiscal Year**

Revenue:

AB602 Entitlement (State)	77,784,931
AB602 Property Taxes (State)	5,902,965
Federal IDEA Part B	19,445,010
Federal IDEA Part C	51,862
State Infant/Toddler	1,009,971
State Mental Health	0
Federal Mental Health	1,042,629
Other Revenue	1,631,345
PY Fund Balance and General Funds including LCFF Special Education ADA revenue	233,577,368
Revenue Total	340,446,081

Expenditures:

Certificated Salaries (1XXX)	122,114,625
Classified Salaries (2XXX)	64,737,573
Employee Benefits (3XXX)	79,874,932
Supplies (4XXX)	4,406,813
Services & Operations (5XXX)	60,331,836
Capital Outlay (6XXX)	227,736
Other Outgo & Financing (7XXX)	8,752,566
Expenditures Total	340,446,081 *

*Includes Aides and Services in Regular Classes and Environments (Function 1130) \$ 15,239,519

**WEST END SPECIAL EDUCATION LOCAL PLAN AREA
2025/26 ANNUAL BUDGET PLAN**

T. Chatkoo 4/3/25

2025/26 BUDGETED EXPENDITURES (Projected)

District	Certificated Salaries	Classified Salaries	Employee Benefits	Supplies	Services & Operations	Capital Outlay	Other Outgo & Financing	Total	Supplemental Aides & Svcs Provided in Regr Classroom or Other Environments
	1000-1999	2000-2999	3000-3999	4000-4999	5000-5999	6000-6999	7000-7999		Function 1130
SBCSS	13,529,065	10,930,007	13,081,429	1,037,345	2,417,138	0	3,121,330	44,116,314	871,417
Alta Loma	6,543,762	2,987,989	3,615,745	383,721	3,093,013	8,782	195,035	16,828,047	835,211
Central	4,889,879	2,411,906	2,769,160	113,215	3,269,635	9,627	715,751	14,179,173	0
Chaffey	23,925,077	15,692,382	19,860,643	419,452	18,227,195	74,688	8,284	78,207,721	12,322,417
Chino Valley	29,502,700	11,485,660	14,014,103	760,331	13,817,502	50,765	2,766,807	72,397,868	136,797
Cucamonga	4,268,135	2,510,691	3,170,085	159,076	2,020,582	6,433	16,334	12,151,336	0
Etiwanda	20,087,351	10,819,731	11,687,958	628,312	3,761,367	28,000	0	47,012,719	873,994
Mountain View	3,754,009	997,073	1,498,597	107,564	1,876,678	0	396,037	8,629,958	0
Mt. Baldy	94,174	44,267	27,244	31,885	101,386	0	21,137	320,093	40,836
Upland	14,684,573	5,335,794	9,324,125	717,316	10,734,374	49,441	1,252,103	42,097,726	11,655
SELPA	835,900	1,522,073	825,843	48,596	1,012,966	0	259,748	4,505,126	147,192
TOTAL	122,114,625	64,737,573	79,874,932	4,406,813	60,331,836	227,736	8,752,566	340,446,081	15,239,519
SBCSS/SELPA	\$ 14,364,965	\$ 12,452,080	\$ 13,907,272	\$ 1,085,941	\$ 3,430,104	\$ -	\$ 3,381,078	\$ 48,621,440	\$ 1,018,609
SELPA (FN 2200)	\$ 851,928	\$ 956,494	\$ 750,540	\$ 39,747	\$ 2,011,383	\$ -	\$ 351,285	\$ 4,961,377	

2025/26 REVENUE ALLOCATIONS (Projected)

DISTRICT	STATE PROPERTY TAXES	STATE AB602 ENTITLEMENT	STATE AB602 LOW INCIDENCE	IDEA, Part B FEDERAL LOCAL ASSISTANCE	IDEA, Part B FEDERAL PRESCHOOL GRANT	IDEA, Part B PRESCHOOL STAFF DEVELOPMENT	IDEA, Part B ADR	IDEA, Part C INFANT	STATE INFANT	STATE MENTAL HEALTH	FEDERAL MENTAL HEALTH	OTHER	Total
	SBCSS	5,902,965	30,009,836	1,372,336		287,632			51,862	1,009,971		5,895	
Alta Loma		3,261,236	12,197	1,061,917							66,289		4,401,639
Central		(745,148)	45,893	1,198,606							50,560		549,911
Chaffey		10,960,192	72,675	4,929,023							270,072		16,231,962
Chino Valley		14,685,379	134,322	5,249,151							305,226		20,374,078
Cucamonga		(432,488)	5,808	602,156							27,496		202,972
Etiwanda		12,131,194	71,534	2,728,941							161,177		15,092,846
Mountain View		(1,553,791)	19,031	709,369							35,782		(789,609)
Mt. Baldy		301,240	0	19,093							1,122		321,455
Upland		4,893,519	99,442	2,383,737							119,010		7,495,708
SELPA		2,292,527	147,997	226,912	29,843	3,473	15,157					1,631,345	4,347,254
TOTAL	5,902,965	75,803,696	1,981,235	19,108,905	317,475	3,473	15,157	51,862	1,009,971	0	1,042,629	1,631,345	106,868,713
SBCSS/SELPA	5,902,965	32,302,363	1,520,333	226,912	317,475	3,473	15,157	51,862	1,009,971	0	5,895	1,631,345	42,987,751

2025/26 REVENUE ALLOCATIONS (Projected) by Funding Source

DISTRICT	FEDERAL	STATE	LOCAL	Total
SBCSS	345,389	38,295,108	5,475,817	44,116,314
Alta Loma	1,128,206	3,273,433	12,426,408	16,828,047
Central	1,249,166	(699,255)	13,629,262	14,179,173
Chaffey	5,199,095	11,032,867	61,975,759	78,207,721
Chino Valley	5,554,377	14,819,701	52,023,790	72,397,868
Cucamonga	629,652	(426,680)	11,948,364	12,151,336
Etiwanda	2,890,118	12,202,728	31,919,873	47,012,719
Mountain View	745,151	(1,534,760)	9,419,567	8,629,958
Mt. Baldy	20,215	301,240	(1,362)	320,093
Upland	2,502,747	4,992,961	34,602,018	42,097,726
SELPA	1,255,385	3,091,869	157,872	4,505,126
TOTAL	21,519,501	85,349,212	233,577,368	340,446,081
SBCSS/SELPA	1,600,774	41,386,977	5,633,689	48,621,440

Source Documents:
 Budgeted Expenditures - County Ops/SELPA: 2025/26 Preliminary Budgets
 Budgeted Expenditures - Districts: 2024/25 Second Interim SEMAI (LP-I) adjusted for % change vs prior years (3-year average)
 FN 1130 - Budgets taken from District Financial Activity Reports as of 4/3/25
 25/26 #1 Preliminary AB602 Funding Model, Updated: 4/3/25
 25/26 #1 Preliminary Mental Health Funding Model as of 4/3/25

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

LOCAL PLAN
Section E: Annual Service Plan
SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education

Special Education Division

Local Plan Annual Submission

SELPA: West End SELPA

Fiscal Year: 2025-26

Local Plan Section E: Annual Service Plan

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

- 330–Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)).

Service is Not Currently Provided

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- 210–Family Training, Counseling, Home Visits (Ages 0-2 only) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child’s development.

- 220–Medical (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

Services provided by a licensed physician to determine a child’s developmental status and need for early intervention services.

- 230–Nutrition (Ages 0-2 only) *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.

- 240–Service Coordination (Ages 0-2 only) *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

- 250–Special Instruction (Ages 0-2 only) *Service is Not Currently Provided*

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Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child’s acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child’s Individual Family Service Plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child’s development.

260–Special Education Aide (Ages 0-2 only) Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.
Paraprofessionals that provide instructional support, which may include the following special education services: (1) provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher (2) assist with classroom management, such as organizing instructional and other materials (3) provide instructional assistance in a computer laboratory(4) conduct parental involvement activities (5) provide support in a library or media center (6) act as a translator (7) provide instructional support services under the direct supervision of a teacher

270–Respite Care (Ages 0-2 only) Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.
Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability.

340–Intensive Individual Service

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional

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Service is Not Currently Provided

415–Speech and Language

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included. Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant.

Is the SELPA's average SLP caseload >55?

Yes

No

The average caseload for speech, language, and hearing specialists in the SELPA shall not exceed 55 cases, unless the SELPA Local Plan specifies a higher average caseload and the reasons for the greater average caseload. *EC 56363.3*

SELPA Average SLP Caseload:

Reasons for greater than 55 average caseload

425–Adapted Physical Education

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or

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modified physical education program. (CCR Title 5 §3051.5).

- 435–Health and Nursing: Specialized Physical Health Care
- Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services mean those health services prescribed by the child’s licensed physician and/or surgeon, requiring medically related training of the individual who performs the services, and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (EC §49423.5 (d)).

- 436–Health and Nursing: Other
- Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program. (34 CFR 300.34; CCR Title 5 §3051.12 (a)).

- 445–Assistive Technology
- Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

- 450–Occupational Therapy
- Service is Not Currently Provided*

SELPA:

Fiscal Year:

Provide a detailed description of the services to be provided under this code.

Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an Individualized Education Program (IEP), by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363).

460–Physical Therapy

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services are provided, pursuant to an Individualized Education Program (IEP), by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5 §7575(a)(2)).

510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(2), (CCR Title 5 §3051.9).

Service is Not Currently Provided

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515–Counseling and Guidance *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

520–Parent Counseling *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

525–Social Worker Services *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

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530–Psychological Services

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24). IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

535–Behavior Intervention Services

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(d)).

540–Day Treatment Services

Provide a detailed description of the services to be provided under this code.

Service is available, but not currently utilized.

Service is Not Currently Provided

545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

Service is Not Currently Provided

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610—Specialized Service for Low Incidence Disabilities Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Low incidence 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 the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (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 Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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 Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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 Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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 Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

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725—Specialized Vision Services

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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. (CCR Title 5 §3030(d), EC 56364.1).

730—Orientation and Mobility

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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 Individualized Education Program (IEP).

735—Braille Transcription

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

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

Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CCR Title 5 §3030(e) & 3051.16).

Section E: Annual Service Plan

SELPA:

Fiscal Year:

745–Reader Services

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

Any specialized assistance provided for students who are print-impaired, whether the impairment is the result of a visual disability, other physical disability, or reading disability. This may include but is not limited to, readers provided for examinations, textbooks, and other course related reading assignments and may also include recorded materials.

750–Note Taking Services

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

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

Service is Not Currently Provided

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

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.

760–Recreation Service, Including
Therapeutic Recreation

Service is Not Currently Provided

Section E: Annual Service Plan

SELPA: West End SELPA

Fiscal Year: 2025-26

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs. (CCR Title 5 §3051.15; 20 USC 1401(26(A)(1)) (34 CFR 300.24).

820–College Awareness Preparation Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

830–Vocational Assessment, Counseling, Guidance, and Career Assessment Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (CCR Title 5 §3051.14).

840–Career Awareness Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR §300.29)

850–Work Experience Education Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for

Section E: Annual Service Plan

SELPA: West End SELPA

Fiscal Year: 2025-26

paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

855–Job Coaching Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

860–Mentoring Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

865–Agency Linkages (referral and placement) Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR §613).

870–Travel and Mobility Training Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Orientation and mobility services: (i) Means services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and

Section E: Annual Service Plan

SELPA: West End SELPA

Fiscal Year: 2025-26

safe movement within their environments in school, home, and community.

890–Other Transition Services Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

900–Other Related Service Service is Not Currently Provided

+ - Description of the “Other Related Service”

Qualifications of the Provider Delivering “Other Related Service”

WESELPA Fiscal Transfer/Update Notification May 2025

- a. 24/25 Mid-year 50% Mental Health Contribution – Mental Health related expenditures are projected to be \$5,169,305. After accounting for previous contributions, the 24/25 Mid-year 50% Mental Health contribution will be \$2,854,976.75 and is summarized below:

	Col. A	Col. B	Col. C	Col. D	Col. E	Col. F1
Description	Funded ADA (State) (CY P-2 ADA)	Projected Per ADA Rate \$63.30	Small School Protection (Col Q)	District MH Contributions (Col B + C)	Initial 50% Contribution (50% x Col D) Nov-24	Mid-Year 50% Contribution May-25
SBCSS	475.55	\$ 30,102.92			\$ 13,660.00	\$ 16,442.92 *
Alta Loma	5,273.53	333,821.13	96.54	333,917.67	152,177.00	181,740.67
Central	4,058.95	256,936.67	74.30	257,010.97	116,706.00	140,304.97
Chaffey	20,452.72	1,294,683.07	374.41	1,295,057.48	585,801.00	709,256.48
Chino	24,194.60	1,531,548.81	442.91	1,531,991.72	687,350.00	844,641.72
Cucamonga	2,276.02	144,074.95	41.67	144,116.62	64,048.00	80,068.62
Etiwanda	13,191.63	835,046.88	241.49	835,288.37	380,068.00	455,220.37
Mountain View	3,141.38	198,853.33	57.51	198,910.84	89,017.00	109,893.84
Mt Baldy	101.23	6,407.99	(1,493.07)	4,914.92	1,746.00	3,168.92
Upland	8,971.89	567,932.00	164.24	568,096.24	253,858.00	314,238.24
Totals	82,137.50	\$ 5,199,407.75	\$ 0.00	\$ 5,169,304.83	\$ 2,344,431.00	\$ 2,854,976.75

*SBCSS contribution factored in as a credit to expenditures

- b. 24/25 Low Incidence Update – The May 2025 Low Incidence update is summarized below:

	Col A	Col B	Col C	Col D	Col E	Col F
DISTRICT	LOW INC COUNTS	PUPIL COUNT RATIO	TOTAL ALLOCATION	LOW INC EXP	LOW INC OFFSET As of Apr 2025	LOW INC BALANCE Col C - Col D - Col E
ALTA LOMA	33	6.40%	119,174.30	9,148.10	108,197.00	1,829.20
CENTRAL	25	4.84%	90,283.56	34,419.25	48,980.00	6,884.31
CHAFFEY	172	33.33%	621,150.89	57,479.07	552,176.00	11,495.82
CHINO VALLEY	138	26.74%	498,365.25	112,998.76	362,767.00	22,599.49
CUCAMONGA	14	2.71%	50,558.79	4,988.30	44,573.00	997.49
ETIWANDA	65	12.60%	234,737.25	54,970.73	168,772.00	10,994.52
MOUNTAIN VIEW	22	4.26%	79,449.53	16,752.92	59,346.00	3,350.61
MT. BALDY	-	0.00%	0.00	0.00	0.00	0.00
UPLAND UNIFIED	47	9.11%	169,733.09	75,359.69	79,301.00	15,072.40
PACIFIC HEARING EXPENSE			146,092.00	146,092.00	0.00	0.00
INDIRECT COST			1,890.00	1,890.00	0.00	0.00
TOTAL	516	100.00%	2,011,434.66	514,098.82	1,424,112.00	73,223.84

- c. 24/25 Final 50% Joint Risk Fund Contribution Transfer - Based on a per ADA amount of \$49.92, the 24/25 Final 50% Joint Risk Fund Contribution transfer in the amount of \$2,068,856 will be transferred from West End Districts to the Joint Risk Fund (MG 0282). The transfer is summarized below:

DISTRICT	Col A	Col B	Col C	Col D
	2024/25	2024/25	2024/25	2024/25
	P-2 ADA	Contribution per ADA	Initial 50% Contribution	Final 50% Contribution
	April 2025	\$49.92	November 2024	Col B Less C
West End Student Services	475.55	\$23,739.00	\$11,837.00	\$11,902.00
Alta Loma	5,273.53	263,255.00	131,808.00	131,447.00
Central	4,058.95	202,623.00	101,085.00	101,538.00
Chaffey	20,452.72	1,021,000.00	507,390.00	513,610.00
Chino Valley	24,194.60	1,207,794.00	595,346.00	612,448.00
Cucamonga	2,276.02	113,619.00	55,475.00	58,144.00
Etiwanda	13,191.63	658,526.00	329,195.00	329,331.00
Mountain View	3,141.38	156,818.00	77,102.00	79,716.00
Mt Baldy	101.23	5,053.00	2,332.00	2,721.00
Upland	8,971.89	447,877.00	219,878.00	227,999.00
Total	82,137.50	\$4,100,304.00	\$2,031,448.00	\$2,068,856.00

- d. 24/25 3rd Quarter Joint Risk Fund Reimbursement Transfer – The 24/25 3rd Quarter Joint Risk Fund (JRF) Reimbursement Transfer will be transferred from West End Districts to the JRF (MG 0282). The transfer is summarized below:

	3rd. Quarter Transfer	
	Function 1180	Function 2200
	Col. S - Q	Col. T - R
WE Student Services	0.00	0.00
Alta Loma	75,462.35	8,804.00
Central	52,817.28	5,362.50
Chaffey	816,516.63	22,551.16
Chino	352,298.91	50,619.47
Cucamonga	58,872.41	6,500.00
Etiwanda	189,130.63	7,656.20
Mountain View	17,112.52	0.00
Mount Baldy	0.00	0.00
Upland	307,403.31	14,331.72
	1,869,614.04	115,825.05

- e. 24/25 Final 50% SEIS Web-based IEP Contribution Transfer – The 24/25 Final 50% SEIS Web-based IEP Contribution Transfer in the amount of \$56,740 will be transferred from West End Districts to the Joint Risk Fund (MG 0282). The transfer is summarized below:

District	Col. A 2024/25 Oct 2024 Special Ed Pupil Count	Col. B 2024/25 Pupil Count Ratio	Col. C 2024/25 Cost \$ 113,484 <i>Est Cost x</i>	Col. D 2024/25 Initial 50% Contribution Nov 2024 <i>Col. C x 50%</i>	Col. E 2024/25 Final 50% Contribution <i>Col. C - Col.</i>
West End Stud Svcs	709	5.42%	6,155	3,185	2,970
Alta Loma	699	5.35%	6,068	3,091	2,977
Central	739	5.65%	6,415	3,203	3,212
Chaffey	3,269	25.01%	28,378	14,377	14,001
Chino Valley	3,434	26.27%	29,809	14,831	14,978
Cucamonga	352	2.69%	3,056	1,354	1,702
Etiwanda	1,886	14.43%	16,372	8,142	8,230
Mountain View	378	2.89%	3,281	1,579	1,702
Mt. Baldy	13	0.10%	113	81	32
Upland	1,594	12.19%	13,837	6,901	6,936
TOTAL	13,073	100.00%	113,484	56,744	56,740

- f. 24/25 Projected AB602 Funding Model – The 24/25 #7 Projected AB602 Funding Model has been distributed to West End Districts. The SELPA-wide apportionment is projected to be \$77,438,507 with district specific estimates shown below:

District	2024/25 #7 Projected AB602
West End Student Services	32,576,486
Alta Loma	3,103,161
Central	(921,196)
Chaffey	10,541,130
Chino Valley	14,589,379
Cucamonga	(480,923)
Etiwanda	12,082,432
Mountain View	(1,708,073)
Mt Baldy	279,192
Upland	5,031,765
SELPA	2,345,154
TOTAL	77,438,507

- g. 25/26 Preliminary Joint Risk Fund Contribution Rate Projection – The preliminary Joint Risk Fund (JRF) contribution rate projection of \$50.46/ADA is based on projected non-public school and agency costs, parent reimbursements, due process/ADR related expenses and associated personnel costs as outlined in the SELPA Fiscal Allocation Plan. District specific per ADA contribution estimates are summarized below along with a 5-year historical view of the JRF contribution rate:

LEA	25/26 PROJECTED ADA	25/26 PROJECTED CONTRIBUTION USING \$50.46/ADA
SBCSS	481.54	\$ 24,298
ALTA LOMA	5,145.76	\$ 259,655
CENTRAL	4,025.66	\$ 203,135
CHAFFEY	20,430.15	\$ 1,030,904
CHINO	24,105.00	\$ 1,216,337
CUCAMONGA	2,218.78	\$ 111,960
ETIWANDA	13,147.47	\$ 663,421
MOUNTAIN VIEW	3,193.00	\$ 161,119
MT BALDY	92.25	\$ 4,655
UPLAND	8,448.68	\$ 426,320
	81,288.29	\$ 4,101,803

<u>21/22</u>	<u>22/23</u>	<u>23/24</u>	<u>24/25</u>	<u>Proj 25/26</u>
\$49.85	\$53.33	\$50.73	\$49.92	\$50.46



Art and Writing Showcase April 10, 2025

- 375 Submissions
- Special performances
- Over 500 in attendance

CAC -Business Meetings

September 3, 2024

November 05, 2024

February 11, 2025

April 8, 2025

May 06, 2025

CAC-Trainings/Presentations

October 8, 2024

Behavioral Practices for the Home

March 04, 2025

Navigating the IEP

CAC Membership

Odd Year Renewal

- Chaffey Joint
- Chino Valley
- Etiwanda
- Upland



Community Advisory Committee Representatives

Community Advisory Committee representatives serve an important role as a liaison between the community and the district director of special education. Representatives recommend priorities for special education services, assist in parent education, and support activities on behalf of individuals with exceptional needs.

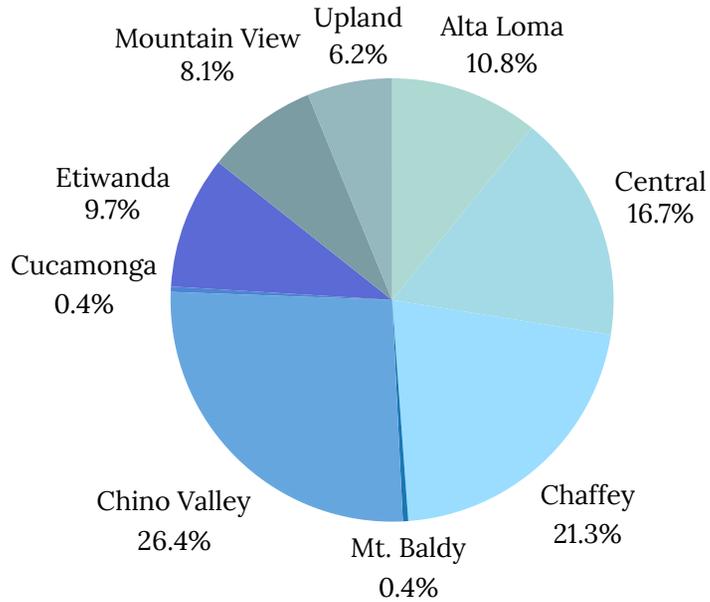
In accordance with the Community Advisory Committee bylaws, the **Chaffey JUHSD, Chino Valley USD, Etiwanda SD, and Upland USD** school districts shall appoint parent representatives in odd-numbered years to the Community Advisory Committee for a two-year term, beginning July 1, 2025, and ending June 30, 2027. The representative should be a parent of a student residing and enrolled in the school district or a district-offered school program. The appointment is by the action of the District Board of Education.

Once the School District Board of Education has approved the appointment of the district representative, please forward the name, and contact information for the representative, and a copy of the board approval to Natalie Vivar, Administrative Assistant, West End SELPA.



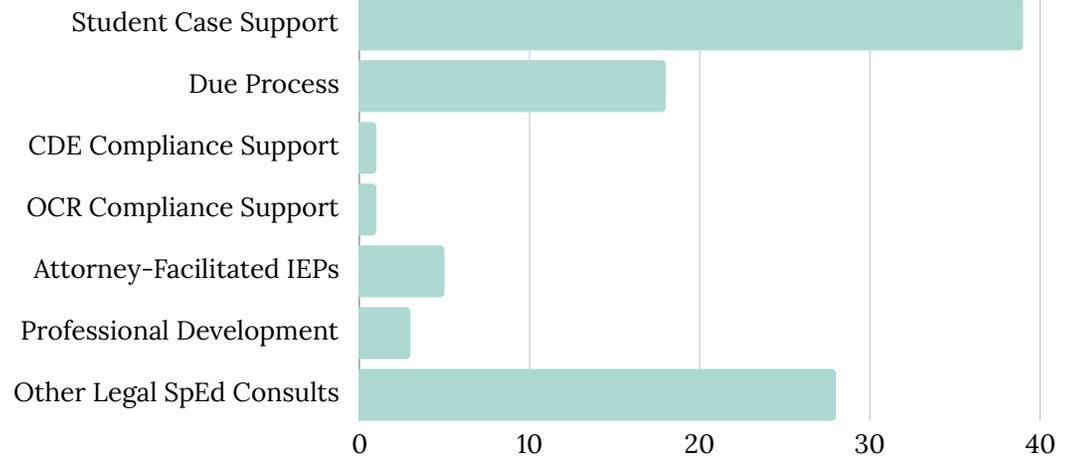
DISTRICT UTILIZATION

Quarter 1: July-September 2024



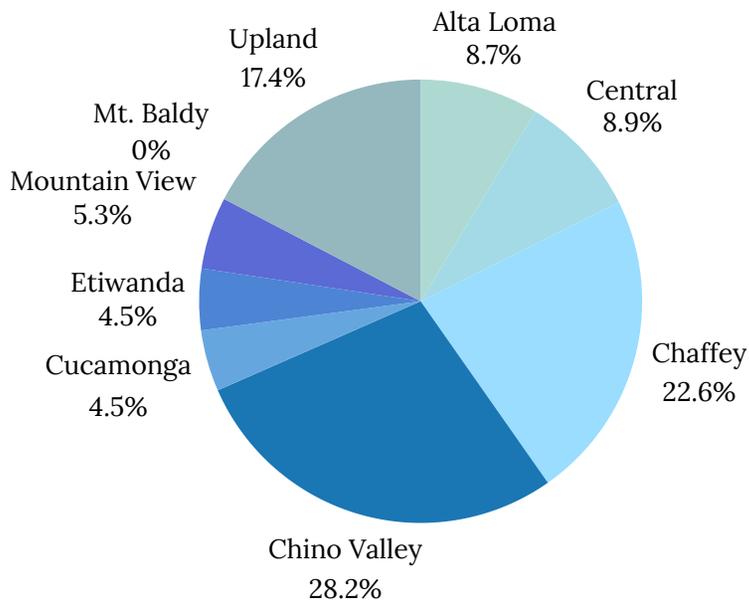
LEGAL SERVICES

Quarter 1: July-September 2024



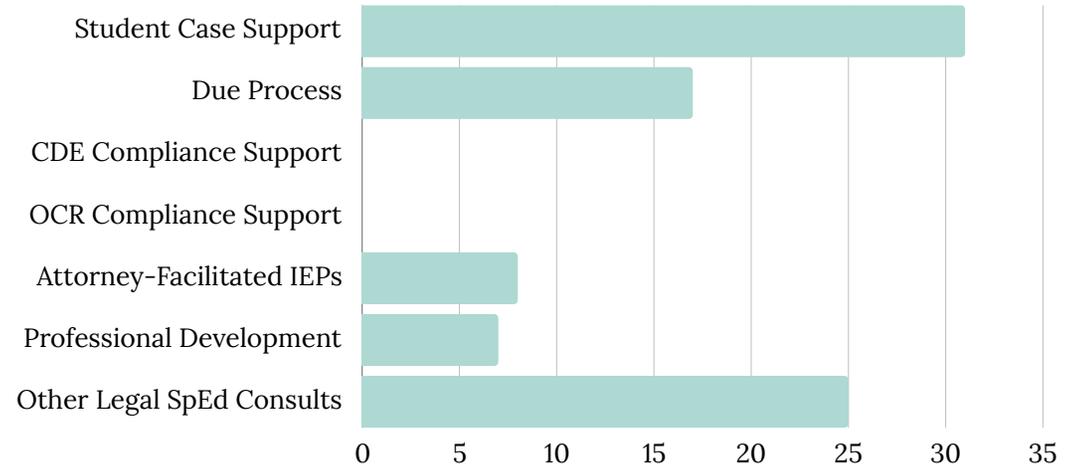
DISTRICT UTILIZATION

Quarter 2: September-November 2024



LEGAL SERVICES

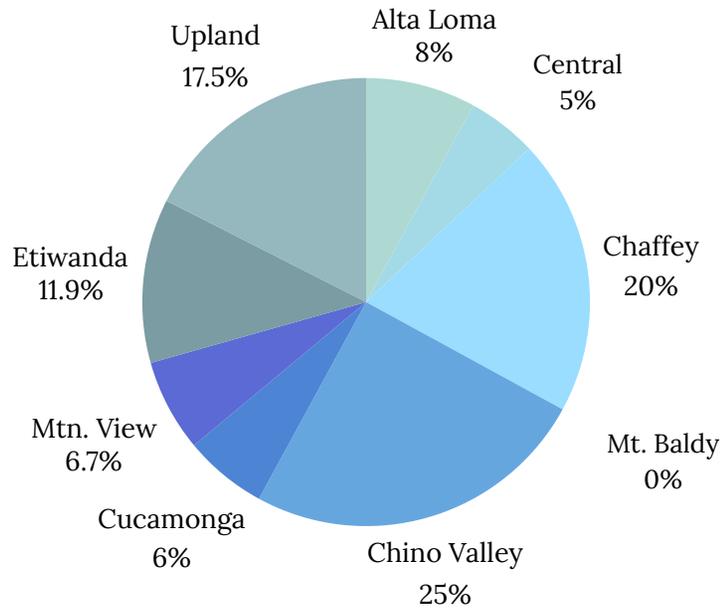
Quarter 2: September-November 2024





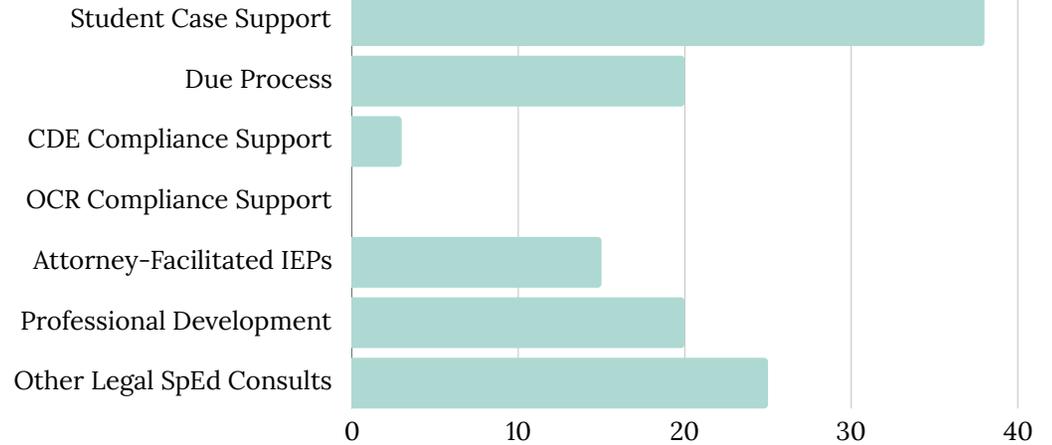
DISTRICT UTILIZATION

Quarter 3: December 2024 - March 2025



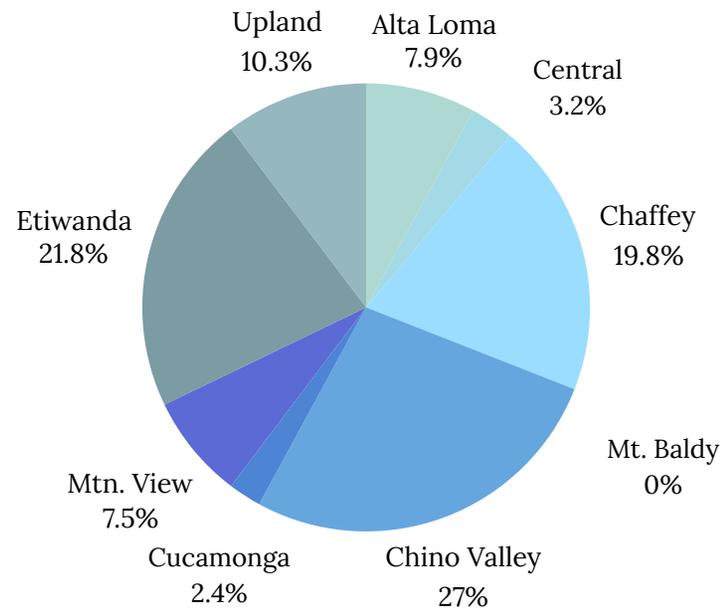
LEGAL SERVICES

Quarter 3: December 2024 - March 2025



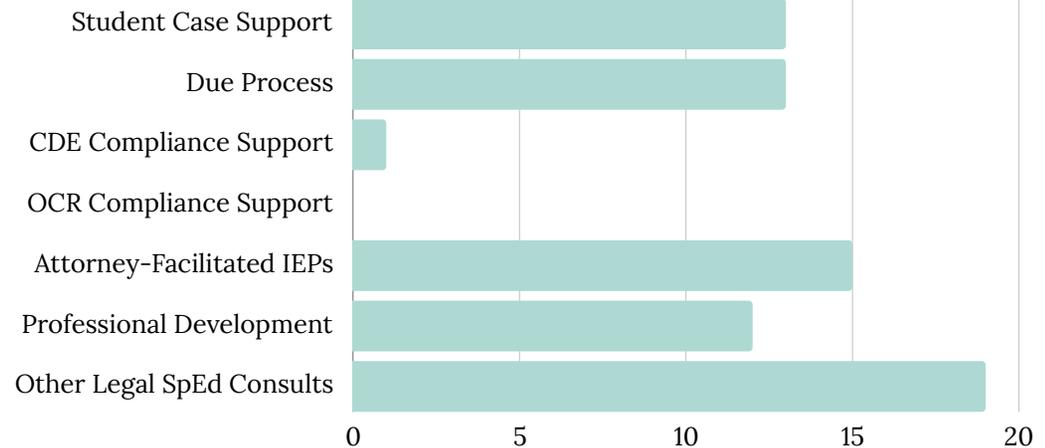
DISTRICT UTILIZATION

Quarter 4: March-June 2025



LEGAL SERVICES

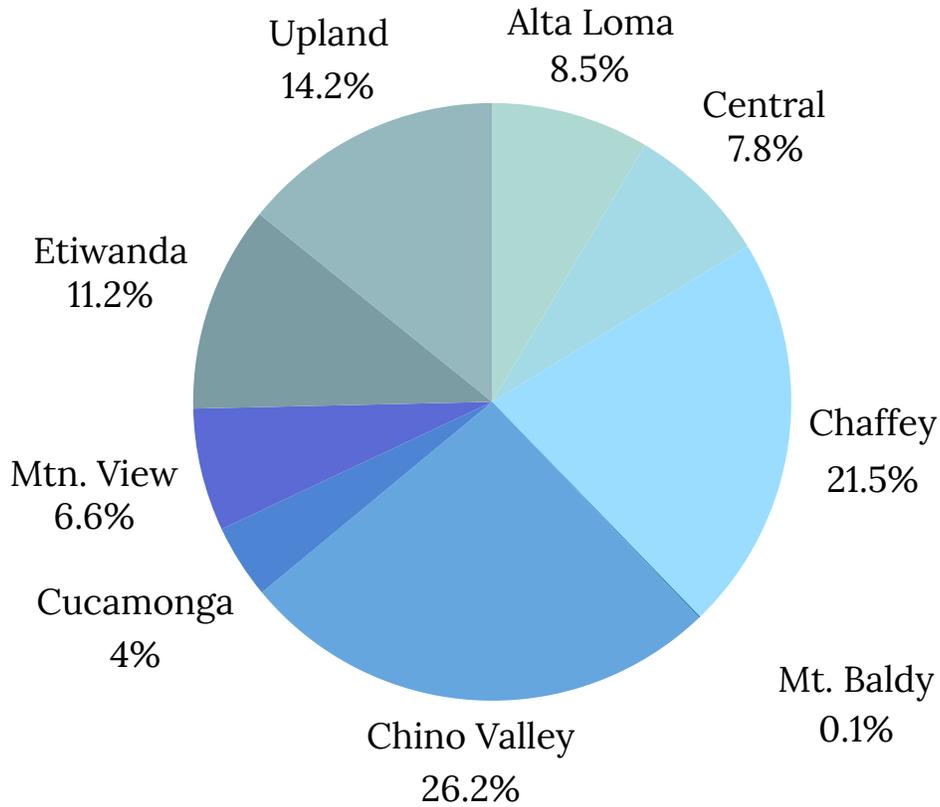
Quarter 4: March - June 2025





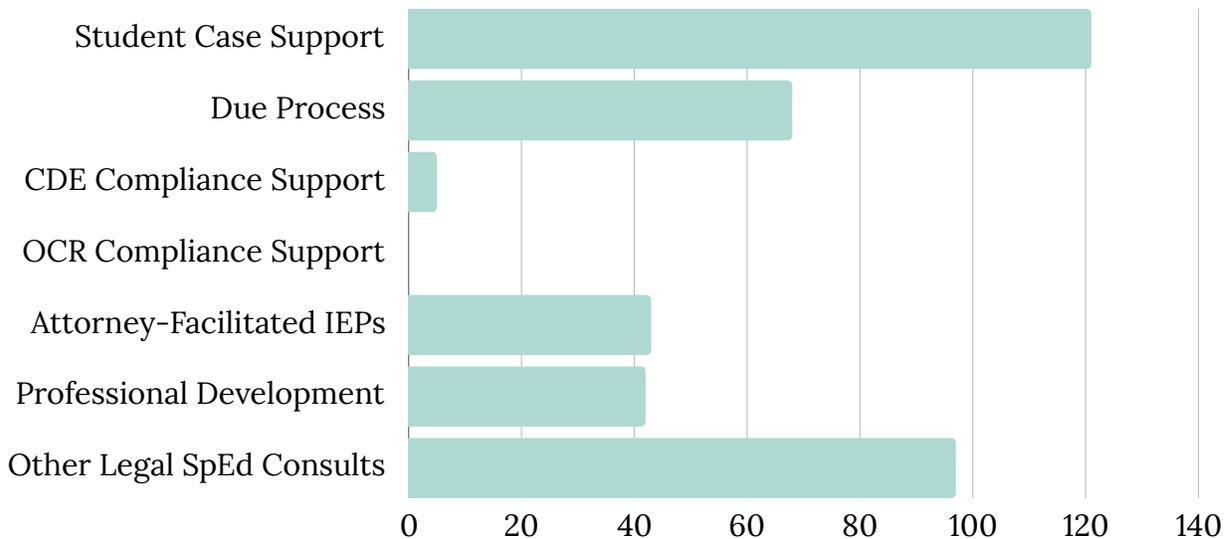
DISTRICT UTILIZATION

In-House Counsel utilization breakdown YTD



LEGAL SERVICES

In-House Counsel legal services breakdown YTD



ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
ONTARIO-MONTCLAIR SCHOOL DISTRICT AND WEST END SELPA**

THIS AGREEMENT (hereinafter "MOU" and/or "Agreement") is made and entered into as of **this** ____ **day of** ____ 2025, by and between the Ontario-Montclair School District (hereinafter "OMSD"), a school district organized and existing under the laws of the State of California that operates as a single district Special Education Local Plan Area ("SELPA"), and West End Special Education Local Plan Area, on behalf of its member districts (hereinafter "WESELPA"), which is the governing body of nine school districts organized and existing under the laws of the State of California. The purpose of this Agreement is to ensure the cost-effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement by allowing member districts of WESELPA to access special education programs provided by OMSD.

When a student is placed in a special education program outside of the student's district of residence ("DOR") through the IEP process, the DOR retains financial responsibility for the student's special education placement and related services. Students attending a district other than his/her DOR through an inter-district transfer, Allen Bill provisions, or other allowable processes are the responsibility of the district of attendance, since the DOR did not make the placement. For purposes of this Agreement, the district of service ("DOS") is the district that agrees to provide the special education and related services to the individual with exceptional needs pursuant to this Agreement.

WHEREAS, the OMSD governing board voted to approve the following terms and conditions at its public meeting of _____, 2025, and;

WHEREAS, the WESELPA governing board voted to approve the following terms and conditions at its public meeting of **May 09**, 2025:

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the OMSD and the WESELPA do hereby agree as follows:

1. Valid and Binding Agreement

This MOU shall constitute a valid and binding agreement between OMSD and WESELPA.

2. Term

This MOU shall be in effect from July 1, 2025, through June 30, 2026 and supersedes all other agreements; it shall continue from year to year unless amended or terminated pursuant to this Agreement. If an agreement is not signed for a subsequent year by both

parties on or before June 30 of the current year, the current agreement shall remain in effect until a new agreement is signed by both OMSD and WESELPA.

Additionally, either party may terminate this MOU at any time for any reason, except as otherwise provided by this MOU. To terminate this MOU, either party shall give one year and 1 days' written notice to the other party prior to the date of termination.

Definitions

- A. The WESELPA is a Special Education Local Plan Area with nine member LEAs.
- B. The Ontario-Montclair SELPA is a Special Education Local Plan Area with one member LEA.
- C. The district of residence (DOR) is the LEA wherein the individual with exceptional needs resides.
- D. The district of service (DOS) is the LEA that agrees to provide the special education and related services to the individual with exceptional needs.

3. Agreement Regarding Provision of Special Education and Related Services

The OMSD agrees to allow WESELPA students to enroll in OMSD's Special Education programs under the following conditions:

- a. The DOR agrees that it remains the LEA responsible for providing placement and services to all students enrolled by DOR, including those students attending the programs operated by the OMSD.
- b. The OMSD program requested has space available.
- c. The Parties agree that no program within the OMSD will be offered to a student enrolled in DOR in an IEP team meeting without the express agreement of the OMSD. DOR agrees to invite a representative of the OMSD to any IEP team meeting where an OMSD program will be discussed and/or offered. The OMSD agrees to participate in such meetings.
- d. The Parties understand and agree that for any time there is not space in a requested OMSD program for a particular student, or OMSD does not believe the OMSD program requested is appropriate for a particular student, DOR will remain responsible for providing appropriate placement and services to the student, and OMSD shall have no responsibility to provide such a placement.
- e. An IEP team meeting shall be convened by DOR and DOS at least annually to evaluate: 1) the educational progress of any student attending an OMSD program, 2) whether changes to the student's IEP are necessary, and 3) whether or not the OMSD program continues to be the least restrictive environment for the student. Except as otherwise provided in this MOU, OMSD and DOR shall participate in all IEP team meetings regarding a DOR student placed in an OMSD program. At any time during a student's placement in an OMSD program, the student's

parents, OMSD, or DOR may request a review of the student's IEP, subject to all procedural safeguards required by law. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the student's parent(s) or guardian(s), OMSD, and the DOR.

- f. Within five (5) school days after OMSD becomes aware of a DOR student's change of residence, OMSD shall notify the former DOR of the student's change of residence. Upon enrollment, OMSD shall notify parents in writing of their obligation to notify the DOR of the DOR student's change of residence. OMSD shall maintain, and provide upon request by DOR, documentation of such notice to parents.

If the DOR student's change of residence is to a residence outside of the DOR's service boundaries and OMSD fails to follow the procedures specified in this provision, the former DOR shall not be responsible for the costs of services delivered after the former DOR student's change of residence, if OMSD had knowledge or should reasonably have had knowledge of the former DOR student's change of residence. Similarly, if a DOR student is enrolled in the OMSD's program without the DOR's knowledge, OMSD shall notify the district of residence within 24 hours. Failure to notify the DOR may lead to a delay or forfeiture of reimbursement to the OMSD.

OMSD shall report within forty-eight (48) hours, by telephone, to the DOR when a DOR student is withdrawn from school and/or services, including student's change of residence to a residence outside of DOR or SELPA's service boundaries.

- g. OMSD shall notify the DOR no later than the tenth (10th) cumulative day of a student's absence.
- h. Parties agree, should the student require home or hospital instruction (HHI) following or during the period of time the student is enrolled in the DOS program, the HHI services shall be provided by the DOR. Upon release from a licensed medical doctor, the DOR will resubmit an Inter-SELPA Agreement for consideration.

Initial Assessment and Instructional Planning

- i. For initial school-age assessment, the DOR within the WESELPA will complete all necessary procedures including assessment plans and parent notification and will conduct all necessary assessments in accordance with applicable federal and state laws. At the time of referral and transfer to OMSD, the assessment reports shall be current.

Upon the development of an IEP at age three and subsequent enrollment in the Provider Program, the DOR will complete the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. It is understood that the DOR has the responsibility to offer a free appropriate public education (FAPE)

which may include a program in the DOR or in an alternate provider program upon an eligible student turning age three and until they either no longer reside in DOR or are no longer eligible.

The DOR will convene an Individualized Education Program (“IEP”) meeting to develop the IEP based on assessments and recommendations, using the DOR’s IEP forms. The IEP team, including the parent or parent representative, will identify potential appropriate DOR/SELPA programs.

The Director of Special Education in the DOR shall determine the availability of programs outside the resident DOR/SELPA by contacting the potential DOS’s special education administrator or designee.

The DOR may coordinate observations and schedule IEP meetings with the potential DOS.

The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.

The DOR shall complete the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. (See attachment to this Agreement). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form.

If the DOS agrees to accept the student, it will assume all responsibility for providing all components of FAPE as specified in the IEP, except for student transportation.

DOS' acceptance of the student is for the program and services identified in the completed WESELPA Inter-SELPA Agreement, only. Should the DOR make changes to the services to be provided in the interim between the acceptance and the initiation of the student placement, the DOR will provide the DOS with a copy of the revised IEP. The DOS will have the opportunity to reconsider the agreement and inform the DOR of 1) acceptance or denial; and 2) of any additional costs.

IEP Review

- j. The DOS will assume responsibility for assessments connected with any subsequent IEP reviews.
- k. The DOS shall convene all subsequent IEP team meetings as needed in coordination with the DOR, which has the authority to make decisions and commit resources. Placement and services will only be provided per agreement of DOR and DOS. The DOS shall complete all necessary IEP documents using

the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.

- l. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- m. The DOS shall convene and complete all necessary annual and/or triennial assessments.
- n. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments conducted by outside agencies.

Transfers for the purposes of enrollment in a provider program

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

See attached Annual Inter-SELPA Transfer Agreement Instructions

Additional Provisions

- q. The Parties agree that changes in a student's educational program, including instruction, services, or instructional setting, as provided pursuant to this MOU, may only be made on the basis of revisions to the student's IEP. In the event that the DOR or DOS believes a student attending an OMSD program requires a change of placement, OMSD will invite student's parent(s) or guardian(s) and DOR to an IEP team meeting for the purpose of consideration of a change in student's placement. OMSD agrees not to change a student's placement from an OMSD program without agreement between OMSD, DOR and parent(s) or guardian(s) during such an IEP team meeting.
- r. If OMSD seeks to remove a student attending an OMSD program for disciplinary reasons, OMSD and DOR will schedule and hold a manifestation determination IEP meeting within the statutory timeframe. OMSD and DOR agree to participate in any such manifestation determination IEP meeting within the statutory timeline. OMSD and DOR shall notify and invite appropriate IEP team members to the manifestation determination IEP team meeting. OMSD agrees not to change a student's placement from an OMSD program for disciplinary reasons without attempting to facilitate agreement between OMSD, DOR, and parent(s) or guardian(s).

- s. The Parties agree that DOR will be solely responsible for any necessary transportation for a student served pursuant to this MOU.
- t. The Parties agree that the DOS will provide the DOR and Parents with progress reports at least once per quarter, in addition to maintaining copies of the same. The DOS will notify the DOR in writing if the student is not making expected progress on IEP goals between required annual reviews of their IEP.
- u. The Parties agree, the DOS will authorize the case carrier from the DOR and a designee to have access to Student's records through SEIS for each of the DOR students enrolled in the DOS regional programs. Parties agree the DOR access will be limited to "Read-only" access.

4. Costs for Services:

When a DOR determines through the IEP process that a student shall be served outside of the student's DOR in accordance with the student's IEP, the following shall occur:

- a. The DOR and DOS shall verify each student's WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. WESELPA Inter-SELPA Agreement for Individuals with Special Needs form will be completed at the initial placement and annually thereafter. The DOS will submit a verification of enrollment as appropriate based on students served on December 1 and April 1 of each calendar year to the DOR by December 15 and April 15.
- b. The DOR shall sign the verification of enrollment form verifying the student placement and related services within 30 days of receipt, but no later than January 15 and May 15. The student information provided by DOS will include the student's most recent address available.
- c. The estimated billable per-pupil rates shall be calculated by DOS for the applicable school year and presented to the WESELPA no later than May 15 of the preceding year. The final billable per-pupil rates shall be calculated by DOS for the applicable school year and presented to the WESELPA no later than April 15 of the current year. Billing will be based on the average of students served on December 1 and April 1 of each year and may include quarterly invoice billing.
 - 1. Provider program cost calculations shall develop the calculation for the actual provider program costs per pupil-
 - 2. Indirect costs – The DOS will determine the indirect rate to be charged, not to exceed the DOS state-approved rate for the year of service. Indirect costs will be charged by multiplying the indirect rate times the total program costs.
 - 3. Facilities Costs – The DOS will add a facilities charge to the estimated

and actual per-pupil rate noted above using the following rationale: In accordance with OMSD Board Policy 1330, Use of School Facilities, the DOS will calculate the classroom cost using the most current 'Schedule of Use Charges' under the Direct Cost column for a 960-square foot room. The hourly rate noted in the Schedule will be multiplied by the number of instructional hours in a school year. The result will be converted to a per-pupil rate consistent with the methodology noted above.

4. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1 of the current school year.
 5. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.
 6. Note that it is the intent of all parties that Transportation is the responsibility of the DOR.
5. Hearings and Complaints

When the DOS becomes aware of any impending complaint or request for due process hearing filed against the DOR or DOS, it shall immediately notify the Special Education Administrator in the student's DOR, in writing.

DOR shall be responsible for all dispute resolution related to special education due process cases, including Alternative Dispute Resolution and Due Process Hearings. DOS agrees to provide DOR will all necessary documents generated in the services of Student within five (5) business days of a request from DOR. DOS agrees to make its employees reasonably available for all preparation and testimony required by DOR in defending and/or prosecuting a due process hearing, without the necessity of a subpoena or witness fees.

6. Construction and Enforcement

This agreement shall be construed and enforced in accordance with the laws of the State of California.

7. Indemnification

OMSD agrees to indemnify, defend, and hold harmless the WESELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "WESELPA and/or DOR personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WESELPA or DOR (including but not limited to due

process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or WESELPA/DOR Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the OMSD, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this MOU.

The WESELPA and its member districts agree to indemnify, defend, and hold harmless OMSD and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “OMSD and OMSD personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OMSD and OMSD personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the WESELPA and DOR and WESELPA and DOR personnel, and WESELPA and DOR subcontractors and invitees under the MOU, related to the provision of special education services pursuant to this MOU.

8. Maintenance of Records

Per the IEP Review Section of this MOU, the DOS shall provide copies of all IEP documents to the DOR.

All records shall be maintained by DOS as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, DOS shall maintain all records for at least five (5) years after the termination of this MOU. For purposes of this MOU, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information. DOS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access.

DOS agrees to grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. DOS agrees, in the event of school or agency closure, to forward all records within five (5) business days to DOR. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. DOS acknowledges and agrees that all student records maintained by the DOS as required by state and federal laws and regulations are the property of the DOR and must be returned to DOR without dissemination to any other entity.

9. Entire Agreement

This Agreement and any attachments hereto, shall constitute the full and complete agreement between the parties hereto related to the provision of special education and related services to students whose DOR is within the WESELPA. All prior representations, understandings and/or agreements are merged herein and are superseded by this Agreement.

10. Amendments

This Agreement may be altered, amended, changed, or modified only by mutual agreement in writing executed by the WESELPA and OMSD's duly authorized representative with a specific reference to this Agreement which it alters, amends or modifies. Such amendments may be adopted and implemented by the parties at any time.

11. Invalidity of Provisions of this Agreement

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

12. Assignment

This Agreement shall not be assigned by any party without the prior written consent of the other party, provided that OMSD and the WESELPA may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

13. No Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated and agreed upon by both parties mutually.

14. Survival

All representations, warranties and indemnities made herein shall survive termination of this Agreement.

15. Notices

All notices, consents, demands, or other communications for one party or the other required or permitted in this Agreement shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail or on the fifth (5th) day after mailing.

To the West End SELPA School Districts:

Dr. Sherry Smith Superintendent	Alta Loma 9390 Base Line Rd. Bldg. A Alta Loma, CA 91701	(909) 484-5151 (909) 484=5155 FAX
Dr. Amy Nguyen-Hernandez Superintendent	Central 8316 Red Oak St. Rancho Cucamonga, CA 91730	(909) 989-8541 (909) 941=1732 FAX
Dr. Norm Enfield Superintendent	Chino Valley Unified 5130 Riverside Dr. Chino, CA 91710	(909) 628-1201 (909) 590=2838 FAX
Dr. Michael Chaix Superintendent	Cucamonga 8776 Archibald Ave. Rancho Cucamonga, CA 91730	(909) 987-8942 (909) 980=3628 FAX
Ms. Charlayne Sprague Superintendent	Etiwanda 6061 East Ave. Etiwanda, CA 91739	(909) 899-2451 (909) 899=1235 FAX
Dr. Douglas Moss Superintendent	Mountain View 2585 South Archibald Ave. Ontario, CA 91761	(909) 947-2205 (909) 947=1605 FAX
Ms. Kate Moss Superintendent	Mt. Baldy Joint 1 Mt. Baldy Road (P.O. Box 489) Mt. Baldy Road, CA 91759	(909) 985-0991 (909) 982=8009 FAX
Dr. Lynn Carmen-Day Superintendent	Upland Unified 390 N. Euclid Ave Upland, CA 91786	(909) 985-1864 (909) 949=7862 FAX

To the Ontario-Montclair School Districts: Dr. James Q. Hammond, Superintendent
Ontario-Montclair School District
950 W. D Street
Ontario, CA 91762

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

West End SELPA on behalf of its Member Districts

By: _____

Title: Ricky Alyassi, West End SELPA Chief Administrative Officer

ONTARIO-MONTCLAIR SCHOOL DISTRICT

By: _____

Title: Dr. Alana Hughes-Hunter, OMSD Assistant Superintendent, SELPA & Equity

By: _____

Title: Phil Hillman, OMSD Chief Business Official



MEMORANDUM OF UNDERSTANDING

Inter-SELPA Attendance for Students with Exceptional Needs

This memorandum of understanding ("Agreement") between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA and the West End SELPA, hereinafter referred to as WESELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this Agreement is to ensure the cost-effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. This memorandum of understanding shall constitute a valid and binding agreement between ESGV SELPA and WESELPA.

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

I. DEFINITIONS

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

II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

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

- E. The DOR shall coordinate observations and IEP meetings with the potential DOS. The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.
- F. The DOR shall complete the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement (See attachment to this Agreement). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement.
- G. Parent Consent and Release of Information: Referral packet shall include parent consent to referral and parent release of information so that EPs and reports can be sent to DOR.
- H. If the DOS agrees to accept the student, it will assume all responsibility for providing all components as specified in the IEP, except for student transportation.
- I. Extended School Year ("ESY") requirements are the responsibility of the DOS. Transportation shall be provided by DOR.
- J. The DOS shall provide the DOR with progress reports at least once per quarter.
- K. The DOR shall reimburse the DOS for costs associated with services as calculated by the approved DOS SELPA procedures.
- L. The DOR shall provide all necessary low incidence materials and equipment for students with a low incidence disability, when placed in DOS provider classroom.
- M. The DOS shall notify the DOR if the student moves or is withdrawn from the program.
- N. The DOS shall notify the DOR if the student is habitually truant, or has an excessive number of absences.
- O. The DOS shall notify the DOR if the student is suspended, or is subject to removal for a total of ten days or more in one school year.
- P. The DOS shall provide the DOR a copy of a Behavior Emergency Report created for the student pursuant to Education Code Section 56521.1 within 24 hours of any incident in which emergency behavior interventions are used.

III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, the DOR shall convene all subsequent IEP meetings in coordination with the DOS. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient for the student's parent(s) or guardian(s), the DOR, and the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
 - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.

- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.
- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.
- C. The Parties agree, changes in a student's educational program, including instruction, services, or instructional setting, as provided pursuant to this Agreement, may only be made on the basis of revisions to the student's IEP, and/or in accordance with the procedures required under the IDEA and related California law. As state above, in the event that the DOR or DOS believes the student requires a change in placement, the DOS will invite student's parent(s) or guardian(s) and the DOR to an IEP team meeting for the purpose of consideration of a change in the student's placement. The DOS agrees not to change a student's placement without agreement between the DOS, DOR and parent(s) or guardian(s) through the IEP process and/or the procedures required under the IDEA and related California law.
- D. If the DOS seeks to remove a student for disciplinary reasons such that it creates a change of the student's placement, the DOS and DOR will schedule the DOS and the DOR will schedule and hold a manifestation determination meeting within the statutory timeframe. The DOS and DOR agree to participate in the manifestation determination meeting within the statutory timeline. The DOS and DOR will notify and invite appropriate IEP team members to the manifestation determination meeting. The DOS agrees not to change a student's placement for disciplinary reasons except through compliance with the manifestation determination process and according to the procedures required under the IDEA and related California law.

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

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

VI. FISCAL RESPONSIBILITIES

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

- A. The DOR and DOS shall verify each student's Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement. The Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement form will be completed at the initial placement and annually thereafter. The DOS will submit a verification of enrollment as appropriate based on students served on December 1 and April 1 of each calendar year to the DOR by December 15 and April 15.

- B. The DOR shall sign the verification of enrollment or services form verifying student placement and related services within 30 days of receipt, but no later than January 15 and May 15. The student information provided by DOS will include the student's most recent address available.
- C. DOS will initiate an invoice to the DOR for the billable costs. If the DOR has not received an invoice for the prior year by March 1 the DOR shall not be responsible for payment.
- D. The billable costs shall be calculated following the approved SELPA billing format. Billing will be based on the average of students served on December 1 and April 1 of each year and may include quarterly invoice billing. The cost calculation will be based on the provider program billing instructions as referenced in Appendix A.
- E. Revenue offset to billing is based on the average of 10 districts LCFF current year base funding per ADA and total AB602 funding, excluding Out of Home Care, SELPA Operations costs, and AU fees.
 - 1. Provider program cost calculations — Each SELPA shall develop the calculation for the actual provider program costs per pupil using the cost and revenue factors designated in this section.
 - 2. Itinerant provider mileage - will be billed based on actual mileage at the currently approved IRS mileage rate.
 - 3. Indirect costs — The DOS SELPA will determine the indirect rate to be charged. Indirect costs will be charged by multiplying the SELPA indirect rate times the total program costs.
 - 4. Facilities Costs — A rate per square foot will be applied to cover the cost of classrooms and support space used to house the program, if student attends a DOS classroom. In the case of stand-alone provider sites, facility costs may include custodial staff. Each SELPA will use their SELPA approved facilities calculation to determine facilities costs for its provider programs.
 - 5. Administrative Fee — A 4% fee will be applied to cover the administrative costs related to the delivery of special education and related services to provider program pupils. The rate will be applied to the excess cost from the DOR.
- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.

VII. MAINTENANCE OF RECORDS

- A. The DOS shall provide copies of all IEP documents, related special education records, and/or pupil records to the DOR, and not later than five (5) business days of a request from the DOR .
- B. All records shall be maintained by DOS as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, DOS shall maintain all records for at least five (5) years after the termination of this Agreement. For purposes of this Agreement, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information. DOS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access.

- C. DOS agrees to grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. DOS agrees, in the event of school or agency closure, to forward all records within five (5) business days to DOR. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. DOS acknowledges and agrees that all student records maintained by the DOS as required by state and federal laws and regulations are the property of the DOR and must be returned to DOR without dissemination to any other entity.

VIII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome. The DOS agrees to make its employees reasonably available for all preparation and testimony required by the DOR in defending and/or prosecuting a due process hearing, without the necessity of a subpoena or witness fees.

IX. INDEMNIFICATION

- A. ESGV SELPA agrees to indemnify, defend, and hold harmless the WESELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "WESELPA and/or DOR personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WESELPA or DOR (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or WESELPA/DOR Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the ESGV SELPA and DOR, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.
- B. WESELPA agrees to indemnify, defend, and hold harmless the ESGV SELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "ESGV SELPA and/or DOS personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ESGV SELPA or DOS (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or ESGV SELPA/DOS Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the WESELPA and DOR, its board of directors,

administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.

X. TERM

- A. This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto related to the provision of special education and related services to students whose DOR in within the WESELPA. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties. This Agreement may be altered, amended, changed, or modified only by mutual agreement in writing executed by the WESELA and ESGV SELPA.
- C. This Agreement may be terminated at any time by either ESGV SELPA or West End SELPA by provision of written notification through the U.S. Mail Service 30 days prior to termination of the agreement.
- D. All notices, consents, demands, or other communications for one party or the other required or permitted under this Agreement shall be in writing.
- E. This Agreement shall be effective on the date of signature by all Parties.

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

Enter Name
 Enter Title
 West End SELPA

Date Signed

Date Signed

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

Appendix A

EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

SECTION I: FTE RATIO, CLASSROOM & PUPIL COUNT

FTE Ratio

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

Pupil Count

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

SECTION II: DIRECT PROVIDER PROGRAM STAFF COST

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

1a. Special Day Class (SDC) – Certificated

- Substitutes
 - \$2,000 flat fee per FTE (.5 FTE = \$1,000 flat fee)
(typical sub cost is 10 days x \$200 /day)
 - If sub costs are greater than, \$2,000 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations, students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

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

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

2. Designated Instruction and Services (DIS)

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

3. Program Support Staff

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

4. Administrative Support – Certificated

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

5. Parent Training Costs

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

SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST

6. District Support Staff – Certificated

7. Special Education Administrative Staff – Certificated

8. Special Education Clerical Staff – Classified

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

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

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

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

SECTION IV: OTHER PROVIDER PROGRAM COST

9. Contracted Services

Should only include costs for students in the Provider Program

10. Mileage cost

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

11. Non-salary Cost Reimbursement

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

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

Revenue Offset

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
 - b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees
- Per Pupil LCFF Base Revenue Offset will be applied to students who generate ADA revenue only. This excludes infant or preschool students, who do not generate ADA revenue.
 - Revenue Offset for all provider programs will be applied to the District of Service's program cost, based on number of students enrolled. There will be no revenue offset to itinerant program cost.

General information

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

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

Legal costs – each district will pay their own costs.

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

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

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

Transportation

Special Education transportation excess cost will include:

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

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

No revenue offset is to be applied.

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

Secondary teachers – example

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

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

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

Example for scenario 2:

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

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

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

Consent Agenda
Due Process Resolution
OAH Case # 2025010320

Background: In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution
Student v. Etiwanda SD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$22,500 in compensatory education and \$13,875 in parent attorney fee reimbursement. The total cost associated with this agreement is \$36,375.

Action: It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

Consent Agenda
Alternative Dispute Resolution #1

Background: In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Alternative Dispute Resolution
Student v. Chino Valley USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$26,792 in compensatory education with Stowell Learning Center for reading support and \$7020 in compensatory vision therapy services. The total cost associated with this agreement is \$33,812.

Action: It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

Consent Agenda
Alternative Dispute Resolution #2

Background: In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Alternative Dispute Resolution
Student v. Upland USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$21,000 in compensatory education with FIT Learning for reading support and \$4500 for a psychoeducational IEE. The total cost associated with this agreement is \$25,500.

Action: It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

Consent Agenda
Due Process Follow Up
OAH Case # 2025030703

Background: In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution
Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$9000 in compensatory education and \$9000 in parent attorney fee reimbursement. The total cost associated with this agreement is \$18,000.

Action: It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.



WEST END SELPA SUPERINTENDENTS' COUNCIL

MEETING SCHEDULE 2025-26

DATE	TIME	MEETING TYPE
Friday, September 26, 2025	9:30 am	Business Meeting
Friday, November 21, 2025	9:30 am	Business Meeting
Friday, January 23, 2026	9:30 am	Business Meeting
Friday, March 20, 2026	9:30 am	Business Meeting
Friday, April 17, 2026	9:30 am	Business Meeting
TBD	5:00 pm	Annual Art & Writing Showcase
Friday May 15, 2026	9:00 am	Public Hearing/Business Meeting

MEETING LOCATION: WEST END EDUCATIONAL CENTER - 8265 ASPEN AVE.,
RANCHO CUCAMONGA, CA 91730

ANNUAL ART & WRITING SHOWCASE LOCATION: TBD