

**AGREEMENT BETWEEN THE
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND
DISTRICTS OF THE SANTA CLARITA VALLEY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
FOR THE OPERATION OF SELPA ADMINISTRATIVE UNIT AND SERVICES**

This Agreement is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act [ADA], and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

This Agreement is made by and between the William S. Hart Union High School District (District), a public educational agency, hereinafter referred to as the Administrative Unit (AU), and those school districts which comprise of the Santa Clarita Valley Special Education Local Plan Area, hereinafter referred to as the SELPA. The participating public education agencies include Castaic Union School District, Newhall School District, Saugus Union School District, Sulphur Springs Union School District, and the William S. Hart Union High School District, hereafter collectively referred to as "Parties." Each district governing board has stated its intent to participate in the local Plan, has approved this Agreement in accordance with Education Code Section 56195.7, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, Education Code Section 56195.7 requires school districts electing to join together to form a Special Education Local Plan Area to provide special education programs and services for individuals with exceptional needs to enter into written agreements;

WHEREAS, each participating public education agency governing board has approved the Local Plan to be submitted; and

WHEREAS, this Agreement is written in furtherance of, and in accordance with, said Plan and Agreement; NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. PERIOD OF AGREEMENT

1.1 This Agreement is effective July 1, 2020 and shall remain in effect through June 30, 2024. The Agreement may be amended by mutual written consent of the Parties. The Agreement may be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items.

2. PURPOSE OF THIS AGREEMENT

2.1 This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who reside within the geographical boundaries of the Santa Clarita Valley Special Education Local Plan Area as specified in the Plan, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

- 2.2 This Agreement authorizes individuals with exceptional needs who reside within the Santa Clarita Valley Special Education Local Plan Area access to programs, services and classes offered by a District of Service (DOS), without any additional attendance agreements or Inter-district permits.
- 2.3 This Agreement defines the duties and responsibilities of each participating public education agency for all program activities as specified In Education Code Section 56195.7.
- 2.4 This Agreement designates the William S. Hart Union High School District as the Administrative Unit for the purposes of receipt and distribution of special education funds, providing administrative support to the SELPA Office, and coordinating the various functions and activities specified in the SELPA Local Plan and/or authorized by the Superintendents' Council.

3. DEFINITIONS

- 3.1 For the purposes of this Agreement the following definitions shall apply:
 - Superintendents' Council -the Governing body of the Santa Clarita Valley SELPA is comprised of superintendents and/or their designees, of the districts participating in the Plan. The SELPA Director is the Executive Secretary.
 - Directors' Council - the Directors' Council is comprised of the District Special Education Administrators, and/or their designee and the SELPA Director. The Directors' Council is responsible for policy and program review and recommendations affecting special education programs, services and classes offered hereunder.
 - Finance Committee- the Finance Committee is comprised of District Chief Financial Officers, and/or their designees, Fiscal Directors and the SELPA Director. The Finance Committee is responsible for review and recommendations of required allocation plans, excess cost recovery and calculations, policies affecting the fiscal operations of the SELPA, and SELPA budgetary or fiscal items affecting the districts as members of the SELPA.

4. RESPONSIBILITIES OF THE ADMINISTRATIVE UNIT

The Superintendents' Council of the Santa Clarita Valley SELPA has agreed that District, as the Administrative Unit, shall provide the participating LEAs with the following services:

4.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (commencing with Section 56205), the designated Administrative Unit is responsible for the receipt and distribution of any funds for the operation of special education programs to LEA accounts, in accordance with the needs Identified within the Santa Clarita Valley SELPA. Specialized funds may include, but are not limited to, the following: Low Incidence, Out of Home Care, Mental Health and Re-Certifications.

Routine allocations of specialized funds may be authorized by the SELPA director in accordance with the Local Plan and annual authorization therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. An Invoice is to be completed by the District, which Includes, but is not limited to:

- Signature of District Authorized Agent and date
- Type of funds requested and account number
- District name
- Date of request and fiscal year

Submit the Invoice to the SELPA Director with back-up documentation of the approved special education expenditure for reimbursement. The SELPA Director shall sign and date the form.

4.2 Responsibilities for Distribution of State and Federal Funds

4.2.1 The Governing Board of the local education agencies participating in the SELPA, have agreed that students with disabilities will be provided with appropriate special education services. The Superintendents' Council has been designated the authority to determine the distribution of state and federal education funds In order for the local educational agencies to carry out their responsibilities.

The Superintendents' Council shall receive input from the Finance Committee on the SELPA's funding allocation plan. The SELPA Director shall be responsible to ensure the funds are distributed in accordance with the funding allocation plan.

4.3 Annual Budget

4.3.1 Annual budget language shall be developed using Education Code Section 56205.

4.3.2 The SELPA Director shall present Specialized Funds' operating budget to the Superintendents' Council for approval no later than the beginning of the succeeding fiscal year. In no event shall expenditures exceed budget allocations without the Governance Body's approval, with the exception of increases in salaries and employee benefits and any emergency situations, which may arise.

4.4 Budgeting Responsibilities

4.4.1 Provide monthly budget status reports.

4.4.2 Provide for budget transfers and reconciliation, as needed.

4.4.3 Revenue for the Santa Clarita Valley SELPA generated from the state and discretionary grants are included in the budgeted Income and expenditures of the Santa Clarita Valley SELPA and the discretionary grants are Included in the District's budgeted expenditures held with District.

4.4.4 Develop the annual budget allocation plan, which includes projected income from state and federal sources for programs and classes operated in the Santa Clarita Valley SELPA, in accordance with the recommendations of the Superintendents' Council and applicable laws.

4.5 Administrative Unit Compensation

Receive and distribute IDEA funds as received.

- District will apply a 1% Indirect rate to the total amount of the annual approved federal grant expenditures as allowable.
- District agrees to charge the SELPA to rent office space in the District Office at the rate of \$0 annually. This rate may be changed with the agreement of the Superintendents' Council.

4.6 Staffing for the SELPA Office

4.6.1 Administrative Unit agrees to solicit input and a recommendation from the SCV Superintendents in the process of hiring the SELPA Director and any other necessary staff in the SELPA Office. Administrative Unit agrees to hire staff to handle all fiscal and business functions, as well as state reporting mandates. The designated personnel shall provide financial reports to the Governance Body as requested and shall participate in the SELPA funding subcommittee. All costs shall be covered per the direct rate charged to SELPA.

4.6.2 The Administrative Unit shall solicit input from the Superintendents of the Santa Clarita Valley in conducting the evaluation of the SELPA Director.

4.7 Administrative Support

4.7.1 Provide administrative support and coordination of the implementation of the Local Plan, including but not limited to dedicating staff from the human resources, technology services, purchasing, reprographics, maintenance/operations and fiscal services departments to support the operations of the SELPA Office.

4.7.2 Upon recommendation of the SELPA Superintendents' Council or SCV SELPA Director, the Administrative Unit's Governing Board shall review and take action on SELPA operational items such as contracts or other requisite matters. Notwithstanding, the SELPA Director, and/or their designee shall have the authority to sign documents and reports on behalf of the AU in matters pertaining to grant award letters, funding applications, required State and Federal reports, and the general operation of the SELPA.

4.7.3 Receive, review, accept, and file Annual SELPA Audit in addition to Administrative Unit's District audit of SELPA accounts for IDEA funds and local assistance.

- 4.7.4 Complete, approve, and administer all agreements and Agreements, including but not limited to, housing of SELPA Office Staff, consultants, staff development, Management Information System (MIS), etc.
- 4.7.5 Provide purchasing services for the SELPA Office, including petty cash, special purchases (i.e. Low Incidence equipment), warehousing of standard supplies, etc.
- 4.7.6 Provide for custodial services to the SELPA Office in accordance with the lease agreement.
- 4.7.7 Provide for email connection and computer technical support to the SELPA Office Staff.
- 4.7.8 Administer the Early Intervention Federal Grants Program (Part C) in accordance with approved allocation plan.
- 4.7.9 Transfer funds as appropriate based on funds received from California Department of Education.

4.8 Condition of Regionalized Funds

- 4.8.1 Education Code Section 56780 (a) provides that as a condition of receiving funds for regionalized services, District as the Administrative Unit shall assure that all functions listed are performed in accordance with the governance structure of the Santa Clarita Valley SELPA.

5. RESPONSIBILITIES OF THE SELPA OFFICE

The SELPA Office shall be responsible for providing participating districts the following Regionalized Services:

5.1 California Special Education Management Information System (CASEMIS):

Per California Education Code, a SELPA shall maintain a system to develop required Federal, State, County, and District fiscal and pupil-related information and reports. The SELPA shall allocate funds necessary to meet the minimum reporting requirements.

The State approved CASEMIS system shall be maintained to develop required Federal, State, County, and District fiscal and pupil-related information and reports. The SELPA shall assist districts in aggregating student data to report to the COE at required reporting periods. This data shall be available to perform mandated business and reporting functions required of the Administrative Unit. The SELPA operating budget shall be used to provide MIS management and reporting services to the extent required by the SELPA.

Administrative Unit shall also be responsible for developing an Agreement for a web based IEP system and training staff in its use. Agreements with districts shall be coordinated with the SELPA Director.

5.2 Administrative Services

The SELPA Office shall provide administrative support as specified in the Plan for purposes of coordinating the Implementation of the Local Plan.

5.3 Interagency Agreements

The SELPA is responsible for coordinating the development and administration of all interagency Agreements and/or Agreements, such Agreements with California Children's Services, Regional Centers, Mental Health, and others as appropriate. The SELPA Office is also responsible for coordinating the development and administration of required Inter-SELPA attendance Agreements.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this Agreement, the involved agencies shall first try to resolve such disputes using alternative dispute resolution methods, including but not limited to mediation. If resolution is not achieved at this level regarding a dispute about failure to provide a service, written notification of the concerns surrounding the dispute shall be forwarded to the State Superintendent of Public Instruction or Secretary of Health and Human Welfare. The Director of the Office of Administrative Hearings shall resolve the dispute if the State officials forward it to OAH or if the involved parties appeal to OAH.

5.4 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low incidence Funds. District shall distribute Low Incidence Funds annually to participating Districts in the Santa Clarita Valley SELPA as indicated by the Superintendents' Council. The SELPA Office shall purchase Low Incidence equipment for students as required by law through the approval of the Low Incidence Committee and the SELPA Director.

5.5 Business and Support Services

The SELPA Office is responsible for development of the annual budget allocation plan, which includes projected income from state and federal sources for programs and classes operated in the Santa Clarita Valley Special Education Local Plan Area, in accordance with the recommendations of the Superintendents' Council and applicable laws.

The SELPA Office shall be responsible for the preparation of all required federal, state, and local reports, and related accounting services.

The SELPA shall make available to the independent auditor of the AU information relative to the operation of the SELPA and the auditor shall provide a separate report of the SELPA's Fund to the Superintendents' Council and SELPA Director which shall serve as the SELPA's annually required Independent audit in accordance with State regulations.

5.6 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services shall be expended exclusively for programs operated pursuant to this Agreement as specified in Education Code Section 56826.

6. NOTIFICATION OF CHANGES TO PROGRAM OPERATIONS

Any transfer of programs within the SELPA must comply with Education Code Sections 56370 and 56828. In addition, each of the parties agrees to the following procedures for notification of any changes to existing program operations, unless the requirement for such notice is waived by the parties hereto and/or is in conflict with Education Code Sections 56370 and 56828.

6.1 Districts shall notify the Director and Superintendents' Council in writing of any proposal for program transfer or reorganization in the succeeding school year not later than the September Superintendents' Council meeting of the current school year.

7. NEW LEGISLATION

The provisions of any new laws, which may become effective during the period of this Agreement which relate to the Local Plan for special education shall be incorporated herein.

8. COMPLIANCE ASSURANCES

Each party, by signature upon this Agreement, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations.

In addition, the District of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

9. INDEMNIFICATION

The Administrative Unit shall defend, indemnify, save and hold harmless the District from and against any and all claims, demands, debts, liens, losses, damages, liability, costs, expenses (including, but not limited to, attorneys' fees and costs incurred by the District at any time, and regardless of whether litigation or other proceedings took place), judgments or obligations and claims or causes of action of any kind or description, arising out of any actions, omissions to act, negligence or intentional wrongdoing of District, or other failure on the part of District to perform in accordance with the terms of the Agreement.

District shall defend, indemnify, save and hold harmless Administrative Unit from and against any and all claims, demands, debts, liens, losses, damages, liability, costs, expenses (including, but not limited to, attorneys' fees and costs incurred by District at any time, and regardless of whether litigation or other proceedings took place), judgments or obligations, and claims or causes of action of any kind or description, arising out of any actions, omissions to act, negligence or intentional wrongdoing of the District, or other failure on the part of the District to perform in accordance with the terms of the Agreement.

Notwithstanding the foregoing, no aspect of this provision shall apply to any claims for failure to establish a fully compliant special education program. Further, and notwithstanding the foregoing provision, the District of Residence, pursuant to Education Code section 48200 et seq., (the school district in which the pupil resides), shall retain and remain ultimately responsible for the provision of educational programs and services to its pupils.

10. INSURANCE REQUIREMENT

Without limitation of the forgoing Indemnification clauses, each party to this Agreement shall procure and maintain at its sole expense, for the duration of this Agreement, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for Injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Agreement. Each party shall name the other as an additional insured and shall reference this Agreement. Each party shall furnish the other with satisfactory evidence of Insurance and the additional Insured endorsement prior to commencement of this Agreement. Each insurance policy or self-insurance program required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)

Commercial General liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability {Coverage for contractual liability shall be limited to liability assumed under the aforementioned indemnification clause.}, independent contractors, broad form liability, and personal injury with a combined single limit of \$2,000,000 per occurrence.

Business Automobile Liability Coverage for code 1 "any automobile" with a combined single limit of \$2,000,000 per accident, if automobiles are used In performance of this Agreement.

Professional Liability Coverage for errors and omissions for Individual and district professional liability with a limit of liability of \$1,000,000 and a \$2,000,000 aggregate limit of liability.

Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability Insurance limits of \$1,000,000 per accident. By signing this Agreement, each party thereto certify that It Is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be Insured against liability for workers' compensation or to undertake self-insurance In accordance with the provisions of that code, and will comply with such provisions before the commencement of this Agreement.

11. FAILURE TO COMPLY

In the event either party fails to perform in accordance with the indemnification, or insurance requirement clauses of this Agreement, or otherwise breaches any other clause of this Agreement, the non-breaching party, its governing board, and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

12. RECORD RETENTION AND INSPECTION

Each party agrees that any of the Parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Agreement. All records shall be kept and maintained by the District and made available during the entire term of this Agreement and for a period not less than five (5) years after final payment pursuant to this Agreement.

13. MODIFICATION

The Agreement shall not be modified or amended without prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of all parties appear beside such deletion or change.

14. DISPUTE RESOLUTION

In the event that there is a dispute between the parties to this Agreement, said dispute shall be resolved by using the dispute resolution process in the governance section of the approved Local Plan.

15. SEVERABILITY/WAIVER

If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Agreement.

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16. NONASSIGNABILITY

No party shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Agreement without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom any party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

17. INTEGRATION

This Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Agreement and supersedes all prior Agreements, understandings and commitments, whether oral or written.

18. ATTORNEY'S FEES

Should any party be required to file any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

19. GOVERNING LAW/FORUM SELECTION

This Agreement is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Agreement shall be filed in the applicable court in Los Angeles County, California. This Agreement shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

20. NOTICES

Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

William S. Hart Union High School District
Ralph Peschek, Chief Business Officer
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

21. EMPLOYEE FINGERPRINTING

During the entire term of the Agreement, all parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1

22. TOBACCO-FREE WORKPLACE

Both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1 which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."

23. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certifies under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

24. EXECUTION

This Agreement may be executed by each participating District and District on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating Districts.

Each participating District shall promptly transmit an executed copy of this Agreement to District at the address indicated in Section 19, Notices above.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ADMINISTRATIVE UNIT OPERATING DISTRICT

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Mike Kuhlman
Signature: _____ 5/28/2020
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Mike Kuhlman, Superintendent
William S. Hart Union High School District
Date

DocuSigned by:
Steven Doyle
Signature: _____ 5/28/2020
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Steve Doyle, Superintendent
Castaic Union School District
Date

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Jeff Pelzel
Signature: _____ 5/28/2020
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Jeff Pelzel, Superintendent
Newhall School District
Date

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Colleen Hawkins
Signature: _____ 6/1/2020
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Colleen Hawkins, Ed.D., Superintendent
Saugus Union School District
Date

DocuSigned by:
Catherine Kawaguchi
Signature: _____ 6/1/2020
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Catherine Kawaguchi, Ed. D., Superintendent
Sulphur Springs Union School District
Date