

**OFFICE OF MARY C. BARLOW**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS**  
*Advocates for Children*

**AGREEMENT BETWEEN**  
**KERN COUNTY SUPERINTENDENT OF SCHOOLS**  
**DIVISION OF SPECIAL EDUCATION AND**  
**KERN COUNTY CONSORTIUM SELPA PARTICIPATING DISTRICTS**

**Recitals**

- A. **School District** (hereinafter referred to as SCHOOL DISTRICT) is required by law to provide special education services to eligible district pupils and to be a member of a Special Education Local Plan Agency. Pursuant to law, SCHOOL DISTRICT is a participating district in the Kern County Consortium for Special Education (SELPA).
- B. The KERN COUNTY SUPERINTENDENT OF SCHOOLS (KCSOS) is a member of the SELPA and has been designated as the Administrative Unit under the Local Plan. As a SELPA participant, KCSOS provides administrative support to the SELPA. The specific KCSOS Division of Special Education agrees to provide special education services to SELPA member district pupils.
- C. The purpose of this Agreement is to delineate the functions and responsibilities of the SCHOOL DISTRICT and KCSOS when the KCSOS Division of Special Education is a provider of special education services to SCHOOL DISTRICT's pupils.

**Terms**

By their authorized signatures, below, the parties mutually agree as follows:

- 1. The initial term of this Agreement is **July 1, 20** through **June 30, 20** . This Agreement shall renew annually as long as SCHOOL DISTRICT (the District) and KCSOS are participants in the SELPA and provided that this Agreement is consistent with the SELPA's Local Plan.
- 2. KCSOS Division of Special Education agrees to conduct special education programs and classes as determined by the SELPA's Superintendents' Executive Council (SEC), for pupils legally eligible for those programs and services. Services will be consistent with each pupil's Individualized Education Program. Related services may also be provided by KCSOS when identified in the IEP.
- 3. AB 602 Funding: Funding for participating members of the SELPA shall be determined by the SELPA's Superintendent's Executive Council (SEC) and set forth in the SELPA's Allocation Plan. In the event that the SEC revises the Allocation Plan during the term of this Agreement, such revisions shall be automatically incorporated into this Agreement and bind all participating SELPA members. Notice is not required.

4. Part C to Part B Available Assessment Services: Should a District's pupil who is transitioning out of the Early Start (Part C) program require a Part C to Part B assessment and the District wishes to use the Assessment and Support Team available through KCSOS Division of Special Education, the District shall refer the pupil through the SELPA's Search and Serve Process – See Appendix B for details of the Part C to Part B Procedure.

5. Funding

A. ADA Revenue

The SELPA's SEC has determined that for the \_\_\_\_\_ school year, Districts will be receiving all of the ADA revenue generated by "District" students educated in the KCSOS Special Education Programs. (There is no Revenue Limit Transfer to KCSOS in existence with the LCFE model.)

B. Program Allowance and Reimbursement

The District agrees to pay KCSOS on a "straight bill back" per pupil basis for programs and services provided to District's pupils by the Division of Special Education. Cost per pupil to the District shall be computed according to the formula set forth in Appendix A – Program. This amount is due and payable in 10 equal transfers, beginning in September of each year.

C. Special Circumstances

If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds significantly greater than normally required by other students in the program provided by KCSOS's Division of Special Education, a separate agreement between KCSOS and the District shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

D. Part C to Part B Assessment Funding

The SELPA's SEC has determined that for the \_\_\_\_\_ school year, Districts will pay the KCSOS Division of Special Education \$4,250.00 per Part C to Part B assessment.

A District will receive an invoice in July, \_\_\_\_\_ for the number of assessments that have been completed for their specific District.

E. Coordination of Curriculum

The parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.

**ACCEPTED:**

Date of Board Approval:

\_\_\_\_\_

**SCHOOL DISTRICT**

By \_\_\_\_\_

Signatory Name:

Title:

Address:

Date: \_\_\_\_\_

**MARY C. BARLOW**

**KERN COUNTY SUPERINTENDENT OF SCHOOLS**

By \_\_\_\_\_

Signatory Name: Debbie Riedmiller

Title: Chief Financial Operations Officer

Address: 1300 17<sup>th</sup> Street, Bakersfield, CA 93301

Acct Code:

Date: \_\_\_\_\_

**APPENDIX A – PROGRAM**

The Kern County Superintendent of Schools (KCSOS) Division of Special Education's final billing costs shall reflect two separate program expenditure calculations representing the following programs and services:

- A. Special Day Class - Severely Disabled/Low Incidence,
- B. Designated Instructional Services.

The final calculated net expenditure amount for each of the two program services shall be divided by the average of the total KCSOS Division of Special Education's pupil enrollment in these program services for the year. This produces a dollar cost per student for each of the two programs and services.

The dollar cost per student for each of the programs and services shall be multiplied by the number of students enrolled from each school district. The total cost per school district will be the sum of the program and service(s) costs (A & B above).

By May 31<sup>st</sup> of the preceding year, the KCSOS Division of Special Education will provide to each school district an estimate of the following year's program and service costs, which can be used for district budgeting purposes. These estimates will be the basis for the preliminary transfers from the district and will reflect the following:

- KCSOS Division of Special Education's budget for the bill back year
- District enrollment, which will be based on the preceding March 31<sup>st</sup> count with the following adjustments:
  1. anticipated program transfer
  2. exiting 8<sup>th</sup> grade students
  3. students matriculating into existing district programs
  4. KCSOS estimate of entering kindergarteners.

After fiscal year end, a calculation of the final bill back amounts will be made using the net expenditures for the year and the final student participation counts. Final student participation counts reflect the average of the four-times-a-year student verification process; these verifications are based on quarters ending September, December, March and June. This final amount will be compared to each district's estimated amount transferred, and a correcting transfer will then be made to/from each district. This correction will be made as soon as possible after the closing of the KCSOS' books at each year end.

## **APPENDIX B – PART C TO PART B ASSESSMENTS**

Should a District's pupil who is transitioning out of the Early Start (Part C) Program require a Part C to Part B assessment and the District wishes to use the Assessment and Support Team available through KCSOS Division of Special Education, the District shall refer the pupil through the SELPA's Search and Serve Process.

KCSOS Division of Special Education agrees to conduct Part C to Part B assessments using the appropriate personnel based on a pupil's suspected disability as noted in the referral. Assessments will be completed within the State-mandated timeline prior to the pupil's third birthday should the referral be received at least two (2) months prior to the birthday. Referrals received after that time will be approached on a case-by-case basis.

District Personnel will be responsible for facilitating the Individualized Education Program (I.E.P.) meetings held as the result of the Part C to Part B assessments. KCSOS Assessment and Support Team personnel will complete the paperwork appropriate to their portion of the Present Levels of Performance, any Proposed Goals & Objectives, any Accommodations/Modifications, and any other needs for an individual pupil. Should District Personnel not be available for the I.E.P., arrangements will be made in advance to insure the proper operation of the meeting and that the District's services are appropriately documented.

The KCSOS Director responsible for the Assessment and Support Team shall document referrals based on the District of Residence. A running total will be available to Districts throughout the school year.