

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
June 17, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

AGENDA

NOTICE: This meeting will be held virtually only. If members of the public wish to participate in the meeting and/or make public comment, please follow the instructions below to participate telephonically:

PARTICIPATE BY PHONE:

Dial Access Number: 1-415-655-0003

When prompted - enter Access Code: 177 053 1981

Follow directions as a Participant; an Attendee I.D. is not required to participate.

If you wish to make a public comment at this meeting, prior to the meeting please submit a request to address the Steering and Finance Committee to the recording secretary via fax at 1-760-242-5363 or email jamie.adkins@cahelp.org. Please include your name, contact information and which item you want to address.

Reasonable Accommodation: if you wish to request reasonable accommodation to participate in the meeting telephonically, please contact the recording secretary (via contact information noted above) at least 48 hours prior to the meeting.

1.0 CALL TO ORDER

2.0 ROLL CALL

3.0 PUBLIC PARTICIPATION

The public is encouraged to participate in the deliberation of the Desert/Mountain Charter SELPA Steering Committee. Several opportunities are available during the meeting for the Council to receive oral communication regarding the presentations of any items listed on the agenda. Please ask for recognition either before a presentation or after the presentation has been completed. Please complete and submit a “Registration Card to Address the Desert/Mountain Charter SELPA Steering Committee” to the Recording Secretary and adhere to the provisions described therein.

4.0 ADOPTION OF THE AGENDA

4.1 **BE IT RESOLVED** that the June 17, 2021 Desert/Mountain Charter SELPA Steering and Finance Committee Meeting Agenda be approved as presented.

5.0 PRESENTATIONS

5.1 Point Quest Pediatric Therapies

The Point Quest Pediatric Therapies senior director Sara Cervantes will present information about Point Quest Pediatric Therapies.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
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June 17, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

AGENDA

6.0 CONSENT ITEMS

It is recommended that the Charter Steering Committee consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Committee Member at the meeting for clarification, discussion, or change.

6.1 **BE IT RESOLVED** that the following Consent Items be approved as presented:

6.1.1 Approve the May 20, 2021 Desert/Mountain Charter SELPA Steering and Finance Committee Meeting Minutes.

7.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

7.1 Legislative Updates

Jenae Holtz will present the latest in State and Federal law related to students with disabilities and school law.

7.2 Interim Placement Form – DM 68IP

Jenae Holtz will present the Interim Placement Form DM 68IP for review.

7.3 PresenceLearning Services

Jenae Holtz will present information regarding PresenceLearning services.

7.4 Desert/Mountain Children’s Center Clinicians attending IEPs

Jenae Holtz will provide information about Desert/Mountain Children’s Center clinicians attending IEPs.

7.5 Update on Requested ADOS-2 and HOLA Trainings

Jenae Holtz will provide an update on the requested ADOS-2 and HOLA trainings.

7.6 Desert/Mountain Children’s Center Client Services Reports

Linda Llamas will present the Desert/Mountain Children’s Center Client Services monthly reports.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
June 17, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

AGENDA

7.7 Impact of the Pandemic on Teachers and Strategies to Promote Wellness

Linda Llamas will provide information on the impact of the pandemic on teachers and strategies to promote wellness.

7.8 Professional Learning Summary

Heidi Chavez will present the D/M Charter SELPA's Professional Learning Summary.

7.9 Resolution Support Services Summary

Kathleen Peters will present the D/M Charter SELPA's Resolution Support Services Summary.

7.10 Alternative Dispute Resolution (ADR) Planning Committee Update

Kathleen Peters will share an update from the ADR Planning Committee.

7.11 You be the Judge Scenario

Kathleen Peters will present a You be the Judge scenario for committee member participation.

7.12 Prevention and Intervention Updates

Kami Murphy will present Prevention and Intervention Updates.

7.13 Compliance Update

Peggy Dunn will present an update on compliance items from the California Department of Education (CDE).

8.0 FINANCE COMMITTEE REPORTS

9.0 INFORMATION ITEMS

9.1 Monthly Occupational & Physical Therapy Services Reports

9.2 Upcoming Professional Learning Opportunities

10.0 STEERING COMMITTEE MEMBERS COMMENTS / REPORTS

11.0 CEO COMMENTS

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
June 17, 2021 – 1:00 p.m. Virtual via Teleconference
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AGENDA

12.0 MATTERS BROUGHT BY THE PUBLIC

This is the time during the agenda when the Desert/Mountain Charter SELPA Steering Committee is again prepared to receive the comments of the public regarding items on this agenda or any school related special education issue.

When coming to the podium, speakers are requested to give their name and limit their remarks to three minutes.

Persons wishing to make complaints against Desert/Mountain Charter SELPA Steering Committee personnel must have filed an appropriate complaint form prior to the meeting.

When the Desert/Mountain Charter SELPA Steering Committee goes into Closed Session, there will be no further opportunity for general public to address the Council on items under consideration.

13.0 ADJOURNMENT

The next regular meeting of the Desert/Mountain Charter SELPA Steering Committee will be held on Thursday, August 26, 2021, at 1:00 p.m., at the Desert Mountain Educational Service Center, Aster/Cactus Room, 17800 Highway 18, Apple Valley, CA 92307.

Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.

5.1 Point Quest Pediatric Therapies
Verbal report, no materials

DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING

May 20, 2021 – 1:00 p.m. Virtual via Teleconference

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MINUTES

D/M CHARTER SELPA MEMBERS PRESENT:

Allegiance STEAM – Callie Moreno, Aveson Global – Kelly Jung, Aveson School of Leaders – Dr. Chantell Butler, Ballington Academy – Doreen Mulz, Gisella Wong, Desert Trails Preparatory Academy (DTPA) – Debra Tarver, Elite Academic Academy – Susana Waisman, Encore Jr/Sr High – Candice Carter, Julia Lee Performing Arts Academy – Mikaleen Klepper, Tanya Taylor, LaVerne Elementary Prep (LEPA) – Debra Tarver, Leonardo da Vinci Health Sciences Charter – Josh Stepner, Pasadena Rosebud Academy – Susan Mathews, Pathways to College – Craig Merrill, Taylion High Desert – Brenda Congo and Virtual Prep Academy in Lucerne – Michelle Romaine.

CAHELP, SELPA, & DMCC STAFF PRESENT:

Jamie Adkins, Heidi Chavez, Ariel Clark, Tara Deavitt, Marina Gallegos, Bonnie Garcia, Renee Garcia, Colette Garland, Derek Hale, Jenae Holtz, Linda Llamas, Angela Mgbeke, Lisa Nash, Sheila Parisian, Kathleen Peters, Natalie Sedano, Adrienne Shepherd-Myles, Pamela Strigglers, Stephanie Sweem, and Athena Vernon.

1.0 CALL TO ORDER

The regular meeting of the California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA) Desert/Mountain Charter SELPA Steering and Finance Committee Meeting was called to order by Chairperson Jenae Holtz, at 1:13 p.m., at the Desert/Mountain Educational Service Center, Apple Valley.

2.0 ROLL CALL

3.0 PUBLIC PARTICIPATION

None.

4.0 ADOPTION OF THE AGENDA

4.1 **BE IT RESOLVED** that a motion was made by Debra Tarver, seconded by Mikaleen Klepper, to approve the May 20, 2021 Desert/Mountain Charter SELPA Steering and Finance Committee Meeting Agenda as presented. A vote was taken and the following carried 14:0: Ayes: Butler, Carter, Congo, Jung, Matthews, Merrill, Moreno, Mulz, Romaine, Stepner, Tarver (DTPA), Tarver (LEPA), Taylor, and Waisman. Nays: None, Abstentions: None.

5.0 CONSENT ITEMS

It is recommended that the Charter Steering Committee consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Committee Member at the meeting for clarification, discussion, or change.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

5.1 **BE IT RESOLVED** that a motion was made by Brenda Congo, seconded by Craig Merrill, to approve the following Consent Item as presented. A vote was taken and the following carried 14:0: Ayes: Butler, Carter, Congo, Jung, Matthews, Merrill, Moreno, Mulz, Romaine, Stepner, Tarver (DTPA), Tarver (LEPA), Taylor, and Waisman. Nays: None, Abstentions: None.

5.1.1 Approve the April 15, 2021 Desert/Mountain Charter SELPA Steering and Finance Committee Meeting Minutes.

6.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

6.1 California Department of Education (CDE) Updates

Jenae Holtz presented the latest California Department of Education (CDE) updates. She said Assembly Bill (AB) 86 has been changed to all schools receiving money for reopening. Jenae stated in the American Rescue Plan Act, Elementary and Secondary School Emergency Relief Fund (ESSER) III is to how to help learning loss and support students as they return to school.

Jenae continued that CDE is giving considerations and recommendations regarding Spring assessments, stating that if the California Alternate Assessment (CAA) cannot be administered in person, they are not expecting another alternate assessment to be given.

Jenae said Expanded Learning Opportunities (ELO) Summit has created a subgroup to look at how to support students with disabilities with learning loss. The CDE website Innovative Solutions Work Room has a document for mild support providing ideas for activities to help students with learning loss.

Jenae concluded with CDE memo links that offer updates to face coverings, Independent Educational Evaluations (IEE), and the Special Education Division.

6.2 Assembly Bill (AB) 1316

Jenae Holtz provided information pertaining to Assembly Bill (AB) 1316 https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB1316. She said there is a great deal of concern in how this will affect charter schools. When one agency committed criminal acts, this bill will create major issues that would impact all charter schools. Jenae reported State SELPA Administrators are opposed to this bill. The education committee has passed it but not confident it will move beyond that. Possibility of funding being reduced by 30% and could force many small charters to close leading to an increased dropout rate of at-risk students.

Debra Tarver said the bill is supposed to come out of appropriations committee by May 21, 2021. Over the next two weeks calling and writing letters to appropriations committee members opposing

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

the bill is greatly important because the bill it is a huge attack on charter schools. Members were encouraged to get actively involved because the bill will take away parent choice. There are letter templates on CCSA website. The more school administrator and parents are engaged and voices heard, the more likely the bill will be stopped.

Jenae said it is important to get parents involved in showing opposition. She concluded that the Education Committee has limited time to respond as a strategic part of the legislation.

6.3 California Charter Schools Association Guide to Academic Data in Charter Renewals

Jenae Holtz shared the California Charter Schools Association (CCSA) Guide to Academic Data in Charter Renewals <https://www.ccsasnapshots.org/charter-renewals>. Jenae stated this is a good document to refer to when looking at renewals and using the tool will make charter school petitions stronger.

Debra Tarver stated new charters will not have two years of data because last year's requirements were waived. Those LEAs will instead need to tell the story of why the data is accurate and verify that it has been integrated with distance learning. There is a two-year reprieve but charters still must show data.

Jenae said charters do great work with students who may struggle to be successful in the standard school system and students wanting a different experience than the public schools offer.

6.4 Confidential Addresses on IEPs

Jenae Holtz called on Colette Garland to provide direction on when and how to keep student addresses confidential in IEPs. Colette said there are times when the student address must be hidden on an IEP, including because of court orders. She reported that programming will be changed over the summer to allow student addresses to not be populated on the IEP. Colette said that until the programming is changed, to contact her so she can resolve the errors in Web IEP.

6.5 2021-22 Desert/Mountain Charter SELPA Meeting Dates

Jenae Holtz shared the 2021-22 Desert/Mountain Charter SELPA Steering and Finance Committee meeting dates, as well as dates for Directors' Trainings and Community Advisory Committee (CAC) meetings. After brief discussion, it was decided the D/M Charter SELPA Steering and Finance Committee Meeting scheduled for March 24, 2022 would be rescheduled to March 17, 2022 as to not conflict with California Charter Schools Association Annual Conference.

Jenae reported that CAC meetings are now being led by Caryn DeLaTorre. She reminded the committee members that part of membership in D/M Charter SELPA is having a representative at CAC meetings. Jenae said the purpose of the meeting is to involve parents and to build

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

communication between parents and the LEAs. She also reminded committee members that CAC meeting are offered virtually and LEAs can host at their sites giving parents an opportunity to participate at a location local to them.

6.6 Desert/Mountain Children’s Center Client Services Reports

Linda Llamas presented the Desert/Mountain Children’s Center Client Services monthly reports. She asked to be notified of any changes in student attendance.

6.7 Impact of the Pandemic on Family Life

Linda Llamas provided information of how the events of the past year have impacted family life. She stated that many California families experienced economic insecurity during the Covid-19 pandemic and are now just beginning to recover from these effects. Linda said that based on years of research, poverty, and the stresses associated with it, can alter children's developmental trajectories in cognitive, socio-emotional, and physical health. She continued that in November 2020, the American Academy of Pediatrics (AAP), in collaboration with the Centers for Disease Control and Prevention (CDC), Prevent Child Abuse America (PCAA), and Tufts Medical Center, surveyed 3000 parents and caregivers of children under the age of 18. The survey is one of three waves that will be conducted with a total of 9000 parents over a period of seven months to measure the impact of the pandemic on family life, adverse childhood experiences (ACEs), and positive childhood experiences. Linda continued that the questionnaire results offer a glimpse into how the events of the past year shaped family economic security and/or insecurity. The data for San Bernardino County was rolled up with the data of Imperial, Inyo, Mono, and Riverside counties to ensure an appropriate sample size to draw information from. She shared the following key findings from the county cluster. The data for the five counties shows that 43% of caregivers reported that their household’s financial situation had been negatively impacted from March to November 2020. 37% of caregivers were unemployed, had left the workforce, or reduced their employment. 8% of caregivers had reduced working hours to care for children or others. Some caregivers accessed social safety net resources such as food banks and public health insurance for the first time during this period. 7.3% of families accessed social safety net resources such as food banks and public health insurance for the first time during this period. The number of families who were already accessing services and continued to do so was approximately 48%. Linda said some of the key takeaways from this survey study were that families have been significantly impacted financially and that economic stressors affect the whole family and can lead to more family conflict, which can lead to child abuse and neglect. She stated families need resources and supports to help buffer this financial impact and LEA staff, DMCC, and other agencies need to be prepared to assist families and students with referrals and assistance in accessing these resources. Students will be impacted by these factors and may need more supports than usual as they return to school. Linda reminded the committee members to be cognizant of different ways students are expressing their needs, be understanding of their need to belong and feel cared for and to refer for services at the earliest signs of symptoms. Linda stated DMCC can provide local and remote area resources.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

Jenae Holtz shared that levels of anxiety and depression are high currently for both students and parents/caregivers. She said seeking and receiving help when symptoms are the mildest is the healthiest thing to do because in most cases, the issues can be resolved quickly.

6.8 Professional Learning Summary

Heidi Chavez presented the D/M Charter SELPA's Professional Learning Summary. For the month of April, there were thirty-one participants in regional trainings. Heidi continued that for the year, there have been 207 participants with thirty-two attending onsite trainings and 175 participating in regional trainings. Heidi reported the new Professional Learning Guide will be emailed to committee members on May 21, 2021 and is updated monthly on the CAHELP website.

6.9 Resolution Support Services Summary

Kathleen Peters presented the D/M Charter SELPA's Resolution Support Services Summary. She said there are currently no filings for D/M Charter SELPA LEAs however there are two students that will be filed on by the LEA. Kathleen said that there are certain areas of Individuals with Disabilities Education Act (IDEA) that require SELPAs to file on families. She reported that Elite Academic Academy-Lucerne has two students that have been changing charter schools without the parent agreeing to any of the IEP services causing there to be an open 3-year IEP that transferred to D/M Charter SELPA from another SELPA. Kathleen said D/M Charter SELPA will be filing on the parent in hopes of getting the IEP settled for the benefit of the students before they transfer to the next school. The parent has announced that her children will be leaving Elite Academic Academy-Lucerne but Kathleen reiterated it is our duty to see the children's educational needs are met.

6.10 Office of Administrative Hearings Decisions

Kathleen Peters reviewed an Office of Administrative Hearings (OAH) decision. She shared a federal case involving a family in Pennsylvania who filed multiple times then filed to appeal three years of school covering grades 5 through 7. The child had minimal disabilities involving Specific Learning Disability (SLD) related to reading. Kathleen reported the traditional school the child was attending changed curriculum three years in a row which was one of the parents' concerns. She said the parents unilaterally placed their child in a private school and went back to the previous school for reimbursement. Kathleen stated that on appeal, the judge sided with the school district. The parent complaint included the child had erratic progress due to the changing curriculum, had lower scores, and did not achieve grade level reading expectation. The court found Free Appropriate Public Education (FAPE) does not require consistent progress, that change of reading program or curriculum is the right of the school district, that the school district did include the parents in collaboration, and that FAPE does not require a specific grade level performance. Kathleen said that parents will sometimes file against the meaningful nature of IEP goals and

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

against student progress. In light of these court decisions, LEAs have retained the right to not guarantee grade level progress.

Sheila Parisian reported on a California case with issues related to Covid-19. The case was filed against Orcutt USD on behalf of a 14-year-old student with autism. His significant behavioral needs required 1:1 instructional support, a Behavioral Intervention Plan (BIP), as well as mandated two adults to provide supervision due to elopement, severe aggression, and self-injurious behaviors. The case claimed the LEA did not provide FAPE because when virtual learning started after the school closures, the student's instructional time as well as supports and services were significantly reduced by the distance learning plan which was not consented to by the parent. During extended school year (ESY), worksheets were provided to the student but in-person support was not provided and the student did not participate. It was found that the LEA failed to materially implement the student's IEP during distance learning. Also, Specialized Academic Instruction (SAI) was to be provided by a credentialed teacher which the parent was not. An adequate triennial assessment was not provided as it should have been because federal and state law did not grant any waivers of reassessment due to Covid-19 once the process was started. The Administrative Law Judge (ALJ) cannot create a waiver of the laws when the US Department of Education, CDE, and the Governor declined to do so. Without triennial assessment, the IEP team could not make informed decisions to develop an IEP and the procedural errors significantly impeded the student's right to FAPE. The student had significant maladaptive and violent behaviors and could not access distance learning without supports. Though the family repeatedly asked for additional supports, the LEA refused to provide supports that the IEP required including the 1:1 aid, an extensive BIP, and Board-Certified Behavior Analyst (BCBA) consultant. State and federal orders and guidance provided was that LEAs could and should consider in-person instruction and supports for students in exceptional circumstances. The distance learning plan was referred to as an IEP Amendment but was not individualized, did not reflect the IEP, and the parent did not consent to the reduction in services which resulted in the denial of FAPE. In the transition back to campus, the district decided on instructional hours that was predetermined without parental participation and not based on the student's behaviors or needs so time on campus was minimized and was based on student health and safety which is again denial of FAPE. The services minutes and services were substantially limited when the student returned to campus without an IEP which was a denial of FAPE. Under the Emergency Conditions Provision, the parent did not understand the provision or the various distance learning plans and was a denial of FAPE. The Administrative Law Judge (ALJ) concluded that the IEP Emergency Conditions Provision was inadequate, the plan was confusing and did not clearly state the placement and services the student would receive in an emergency, but that a distance learning plan would be developed. The ALJ also found the emergency plan is an element of the overall FAPE offer and must be specific and clear to allow the parent to provide informed consent. Sheila reported the remedies for this case to be compensatory education, orders for IEEs, to convene an IEP meeting around the offer of FAPE inclusive of the emergency conditions provisions.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

6.11 Learning Loss Mitigation Discussion

Kathleen Peters provided a time for committee members to ask questions about learning loss mitigation. No concerns were expressed.

6.12 Alternative Dispute Resolution (ADR) Planning Committee Update

Kathleen Peters shared an update from the ADR Planning Committee. She shared the 2021-22 ADR Professional Development Series flyer that included SELPA Legal Pathway information, LEA ADR Teams Collaborative Meetings, Advanced ADR Trainings schedule, and Directors' Training schedule and topics.

Kathleen said the LEA ADR teams should consist of approximately five staff members if the LEA is ready to further implement ADR. She stated an ADR team member should be someone who can make connections with people, is open and flexible, and has communication skills.

Kathleen reported the date for *KEY2ED Conflict Prevention Resolutions Part 1* is a virtual training that will begin on January 7, 2022 for an hour-long introduction followed by a reading assignment. The training will continue during the following week with two hours of training followed by a reading assignment to be completed by the following day. The training will be limited to twenty-five participants with full teams being given priority and if room is still available, individual directors will be welcome.

Kathleen then reported *Breaking Through Contentious IEPs, Listening for Need* has been scheduled for March 8, 2022 at 1:00 pm and is a 2-hour training.

6.13 You be the Judge Scenario

Kathleen Peters called on Lisa Nash to present a You be the Judge scenario for committee member participation. Lisa shared a Connecticut case in which the LEA took 49 days to respond to the parent request for independent educational evaluation (IEE). She revealed the answer as B and reported that IDEA does not specify what an unreasonable delay is. Lisa said the LEA was able to prove there was ongoing discussion with the family during the 49 days.

6.14 Prevention and Intervention Updates

Athena Vernon presented Prevention and Intervention Updates. She shared the training flyer for *Equity Workshops: Enhancing Equity through Cultural Responsiveness*. Athena stated the workshops are geared towards administrative teams, school teams, and teachers. She asked to be contacted with questions as the flyer has been shared several times.

Athena then shared the PBIS Calibration flyer outline with trainings that will assist school sites get back on track. She said there will be coaching opportunities for both Tier 1 and Tier 2 and will

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

help teams decide if they need Tier 3 supports as well. Athena also shared an example of the customized PBIS supports that are available for 2021-22 as well as the 2021-22 Schedule of PBIS Assessment Windows.

Natalie Sedano shared that *The Three R's for Reentry: Renew, Relationships, Resiliency – The Educator and Student Wellness Pathway* training will begin in July 2021. She said the flyer will be shared once it is created.

6.15 Compliance Update

Colette Garland presented an update on compliance items from the California Department of Education (CDE). She stated Personnel Data reports were emailed May 19, 2021 so if they were not received, please contact her. Colette said they are due to her on June 11, 2021.

Colette continued by sharing the disproportionality timeline and stated the 2019-20 follow up data along with the 2020-21 disproportionality data is being reviewed. There could be two student lists being referred to and CDE will have “view only” access. All supporting documentation must be loaded to the PDF portion of WebIEP. Colette said CDE will continue to monitor Data Identified Noncompliance (DINCs) to ensure it is being done through CALPADS. Colette shared she is waiting for confirmation as to what supports will be provided from CDE. CDE will be publishing the local Annual Performance Review (APR) in June 2021 and will be entering a new six-year cycle starting next year.

Colette said for CALPADS updates, we are in the middle of End-of-Year 3 and 4 for Pupil Count. Pupil Count is due to Colette by July 9, 2021. Colette stated during triennial evaluations, LEAs sometimes make changes to student’s special education plans so the case managers need to be aware that any plan changes that happen at that time should be recorded in the special education data system as either Annual record (20) with meeting date equal to the triennial meeting date if changes were made through a full IEP on the same day or as amendment to the most recent annual record if the full IEP was not held. Colette shared Individualized Family Service Plans (IFSP) packet will be added to WebIEP so they will be in the system at a younger age. She continued that delay codes are now allowed for Pending Records such as Plan 30 and 300. Colette further stated that sometimes students that transfer to an LEA with a special education designation in CALPADS but their transfer reflects they are a general education student so the error is not found until certification. She said access to Statewide Student Identifier (SSID) Extract will be helpful for administrators to identify students with IEPs if the transfer paperwork does not include it.

Colette stated there are two Special Education Plans (SEP) that need to be approved by CDE. She reported *Management Information System (MIS) Users Meeting - CALPADS Errors Part 2* is scheduled for May 25, 2021 at 9:00 a.m. She asked for staff who will be attending to register. Colette shared Unsigned Transfer (UT) status will be added to Web IEP for students that transferred out before the IEP is finished. This programming change will roll out next week.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

MINUTES

7.0 FINANCE COMMITTEE REPORTS

7.1 Governor’s Budget – May Revise

Marina Gallegos spoke on the May Revise of the Governor’s budget. She said the budget includes an increase of \$277.7 million one-time funding to IDEA from the American Rescue Plan. There is also a proposed increase to adjust the Cost-of-Living Adjustment (COLA) for state special education funding from 1.5% to 4.05% which would increase the base rate from \$625 to approximately \$650 per Average Daily Attendance (ADA). Marina shared there are three other proposals to be funded from other IDEA resources that include: \$15 million one-time to provide technical assistance and support to LEAs in developing and administering comprehensive individualized education programs, \$2.3 million to address special education complaints, perform court-ordered special education monitoring, and to purchase special education monitoring software, and \$1.2 million to improve coordination between CDE, California Department of Developmental Services, and LEAs to support the transition from infant to preschool programs. This funding is also to be used to convene stakeholder work groups to address data sharing and disseminate best practices to increase access to more inclusive settings for three-, four-, and five-year-olds. The \$300 million Special Education Early Intervention Preschool grants proposal that was in January’s budget is in the May revise. Marina said the budget is anticipated to be approved by July 1, 2021. She stated the AB 602 funding will go to LEAs through revenue distribution model and other funding will be given to LEAs outside of the SELPA.

8.0 INFORMATION ITEMS

8.1 Monthly Occupational & Physical Therapy Services Reports

8.2 Upcoming Professional Learning Opportunities

9.0 STEERING COMMITTEE MEMBERS COMMENTS / REPORTS

None.

10.0 CEO COMMENTS

Jenae Holtz welcomed the two new charter schools that will be joining D/M Charter SELPA on July 1, 2021. She said ASA Charter School in San Bernardino and Virtual Preparatory Academy – Monterey were approved by the CAHELP JPA Governance Council on May 14, 2021.

California Association of Health and Education Linked Professions
Joint Powers Authority (CAHELP JPA)
DESERT/MOUNTAIN CHARTER SELPA STEERING and FINANCE COMMITTEE MEETING
May 20, 2021 – 1:00 p.m. Virtual via Teleconference
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MINUTES

Jenae anticipates most schools will be fully reopening in the fall. She asked to be contacted if the committee members are anticipating any special needs.

Jenae announced she will be retiring in January 2022. She shared the Governance Council has created a subcommittee who will be working with a search group with the position being posted internally and externally. Jenae said the Governance Council is hopeful to have the job filled by August or September so she can work with that person for several months. She continued stating the charters have taught her a great deal and she appreciates what the committee members have taught her.

11.0 MATTERS BROUGHT BY THE PUBLIC

None.

12.0 ADJOURNMENT

Having no further business to discuss, a motion was made by Debra Tarver, seconded by Craig Merrill, to adjourn the meeting. The motion carried on the following vote 14:0: Ayes: Butler, Carter, Congo, Jung, Matthews, Merrill, Moreno, Mulz, Romaine, Stepner, Tarver (DTPA), Tarver (LEPA), Taylor, and Waisman. Nays: None, Abstentions: None.

The next regular meeting of the Desert/Mountain Charter SELPA Steering Committee will be held on Thursday, June 17, 2021 at 1:00 p.m., at the Desert Mountain Educational Service Center, Aster/Cactus Room, 17800 Highway 18, Apple Valley, CA 92307.

Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.

Jamie Adkins

From: Barrett Snider <Barrett@capitoladvisors.org>
Sent: Thursday, June 3, 2021 5:11 PM
To: Barrett Snider
Subject: Non-Classroom Based Charter School Bill Shelved - Moratorium to be Extended for Three Years

CAUTION:This email originated from outside of the organization. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Today, [AB 1316](#) (O'Donnell), the bill proposing significant reforms to non-classroom-based (NCB) charter schools and Independent Study, was moved to the Inactive File, shelving the controversial bill with an agreement between the author and Governor to extend the current moratorium on the establishment of new NCB charter schools for an additional three years. There is new budget trailer bill language to enact this change.

It appears the Governor has convinced his Democratic colleagues to assist him in deflecting an inevitable messy fight between labor and charter school groups over these issue at a time when he is battling a recall effort and set to run for reelection in 2022.

Interestingly, [SB 593](#) (Glazer), a competing measure on the issue of reforms for NCB charter schools and Independent Study, recently moved to the Assembly. However, given the fate of AB 1316, we expect O'Donnell and the Governor to block the measure.

Budget staff for the Legislature and Governor are locked in debate over the fate of significant reforms to Independent Study law as part of the budget trailer bill. They have been meeting with stakeholders who have raised issues about creating a nuanced policy to protect certain vulnerable student populations, and the timing of required compliance with any new requirements, particularly given the start of programs during the Summer and the first part of the school year, among other concerns.

We will continue to keep you updated. Please let us know if we can provide any additional information.

Take care,
-Barrett

Barrett Snider
Partner | Capitol Advisors Group
916.548.0409

Student Name: _____ DOB: _____ Date: _____

INTERIM PLACEMENT

INDIVIDUALIZED EDUCATION PROGRAM INCLUDES:

- | | | |
|---|--|---|
| <input type="checkbox"/> Assistive Technology (AT) | <input type="checkbox"/> Health Care Plan | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Assistive Technology (AT) for Low Incidence Disability | <input type="checkbox"/> Transition Plan (Age 15+) | <input type="checkbox"/> Extended School Year |
| <input type="checkbox"/> Behavior Intervention Plan (BIP) | <input type="checkbox"/> Other: _____ | |

Whenever a pupil transfers into a district from a district not operating programs under the same local plan in which he or she was last enrolled in a special education program within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents to the extent possible within existing resources, for a period not to exceed 30 days, by which time the local education agency shall adopt the previously approved individualized education program or shall develop, adopt, and implement a new individualized education program that is consistent with federal and state law. EC 56325

- | | |
|--|---------------------------|
| <input type="checkbox"/> New to LEA from within the Desert/Mountain SELPA/Charter SELPA (The IEP team may, but is not required to, complete an IEP or IEP Addendum within 30 days) | |
| <input type="checkbox"/> New to LEA from outside of the Desert/Mountain SELPA/Charter SELPA | 30 Day Review Date: _____ |
| <input type="checkbox"/> New to LEA from outside the State of California | 30 Day Review Date: _____ |

COUNTY OPERATED PROGRAMS

When a student moves into a LEA and has an IEP requiring supports and services that are unable to be provided by the LEA, the LEA can make an interim placement into a county program operated by Desert/Mountain Operations.

- Referral to Desert/Mountain Operations (The LEA special education administrator/designee must complete the SELPA Interim Placement Form and Form D/M 85)

RESIDENTIAL NONPUBLIC SERVICES

Residential nonpublic school provision applies to this student: Yes No

Note: For a pupil placed and residing in a residential NPS prior to transferring to a school district in another special education local plan area, and this placement is not eligible for funding pursuant to Section 56836.16, the special education local plan area that contains the district that made the residential NPS placement shall continue to be responsible for the funding of the placement, including related services, for the remainder of the school year. An extended year session is included in the school year in which the session ends. EC 56325 (c)

ADOPTION OF PREVIOUS INDIVIDUALIZED EDUCATION PROGRAM

Adopt current IEP:

- Yes No (Schedule an Addendum)

COMMENTS/NOTES:

METHODS OF CONSULT WITH PARENT/GUARDIAN/SURROGATE:

- IN PERSON PHONE CONFERENCE VIRTUAL EMAIL

Date of Consultation: _____

Administrator/Case Manager Name: _____ Title/Position: _____

Student Name: _____ DOB: _____ Date: _____

SPECIAL EDUCATION AND RELATED SERVICES / OFFER OF FAPE

SPECIAL EDUCATION AND RELATED SERVICES							
	SERVICE (CODE NO.)**	CLASS NO.	PROVIDER	LOCATION OF SERVICE (CODE NO.)	PROJECTED START DATE	FREQUENCY (CODE NO.)	DURATION (MINUTES PER FREQUENCY)
Primary	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
2	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
3	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
4	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
5	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
6	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
7	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
8	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
9	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
10	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
11	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
12	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
13	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
14	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
15	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
16	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
17	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						
18	<input type="checkbox"/> Indiv. <input type="checkbox"/> Group						

** NOTE: Programs and services will be provided according to where the student is in attendance and consistent with the LEA of service calendar and scheduled services, excluding holidays, vacations, and non-instructional days unless otherwise specified.

COMMENTS:

OFFER OF FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

OFFER OF FAPE:

Student Name: _____ DOB: _____ Date: _____

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- | | | |
|---|--|---|
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Introduction to

Presence Learning



Agenda

- Introductions
- Desert Mountain SELPA -overview
- PresenceLearning overview
- Demonstration
- How can we help? Solutions
- Next Steps



CELEBRATING

12
YEARS

&

3 MILLION
SESSIONS



Presence**Learning**



Serve more students and maintain compliance

Increase access to hard-to-reach students & underserved communities

Access to fully licensed, credentialed and experienced clinicians

Reduce clinician caseloads and bring an end to chronic clinician shortages

Why Teletherapy?

Greater visibility into student attendance and progress

Meet students where they are as digital natives

Support on-site clinicians with 21st century skills

As effective as onsite therapy for many students



12 years of experience
&
3 million teletherapy sessions

Partner with hundreds
of districts and all types
of schools

Network of nearly 1,500
clinicians

Ability to invest in scalable
technology and provide a
state of the art platform

Why PresenceLearning?

Provide services from
early intervention through
vocational transition

Robust suite of services
including assessments
and evaluations

Woodcock Johnson IV and
WISC-V

Comprehensive
support services



Our Clinicians

- Largest network of nearly 1,000 highly qualified clinicians
- Greatest ability to reliably deliver services and match individual student needs
- Accept less than 15% of applicants; 90% renewal rate
- All of whom have at least one year of onsite school-based experience
- Invest in clinicians' continuing education



Kristin Martinez
Clinical Director, SLP and OT





Speech-Language Pathology

- Fluency
- Intelligibility
- Pragmatics
- Voice Resonance
- Receptive & Expressive Language
- Speech Production
- Language Based Literacy
- Written Language
- Assessments



Psychoeducational Services

- Behavior Interventions
- Mental Health Services
- Psychoeducational Assessments
 - Cognitive
 - Academic
 - Social Emotional & Behavioral
 - Adaptive Behavior & Executive Functioning
- Exclusive online rights to Woodcock-Johnson IV & Reynolds Intellectual Assessment Scales



Occupational Therapy

- Fine & Gross Motor Skills
- Sensory Regulation
- Visual Motor Skills
- School-related Self-care Skills
- Assessments

- **1:1 and Small Group**
- **SLPA Supervision and COTA Supervision**
- **Assessments & Evaluation Reports**
- **IEP Drafting & Meetings**
- **Track Student Progress**
- **Case Management**
- **Collaborate with Parents & Staff**

Speech Language Pathology

Licensed SLPs have Master's degrees and ASHA CCCs, and a minimum of one year of experience in a school setting.

- Practice Areas
- Receptive & Expressive Language (oral and written)
- Language Based Literacy
- Articulation
- Phonology
- Fluency
- Pragmatics
- Voice Resonance
- AAC
- Assessments in all areas



Speech Language Pathology

Articulation/Phonology

- Goldman-Fristoe Test of Articulation – Third Edition (GFTA-3)
- Khan-Lewis Phonological Analysis – Third Edition (KLPA-3)
- Arizona Articulation Proficiency Scale-3 (Arizona-3)
- Comprehensive Test of Phonological Processing–Second Edition

Language Battery

- Clinical Evaluation of Language Fundamentals Preschool, 2nd Edition (CELF-P2)
- Clinical Evaluation of Language Fundamentals Screener (CELF-5 Screener)
- Clinical Evaluation of Language Fundamentals (CELF-5)
- CELF-5 Reading and Writing Supplement
- Comprehensive Assessment of Spoken Language (CASL-2)
- Peabody Picture Vocabulary Test (PPVT-4)
- Receptive Expressive Emergent Language Test-3
- Testing of Auditory Processing - Fourth Edition (TAPS-4)
- Expressive Vocabulary Test (EVT-2)

Speech Language Pathology (continued)

Fluency

- Stuttering Severity Instrument (SSI-4)

Bilingual Language Battery

- CELF 4-Spanish
- Bilingual English-Spanish Assessment (BESA)
- Expressive One Word Picture Vocabulary Test: Spanish Bilingual Edition (EOWPVT:SBE)
- Receptive One Word Picture Vocabulary Test: Spanish Bilingual Edition (ROWPVT:SBE)
- Testing of Auditory Processing – Spanish Bilingual Edition (TAPS-SBE)

Pragmatic Language

- Children's Communication Checklist (CCC-2)
- Gilliam Autism Rating Scale – Third Edition (GARS-3)
- CELF-Metalinguistics



Occupational Therapy

Live online OT therapy can help the majority of students who need OT services.

Assessments:

- Beery-Buktenica Developmental Test of Visual-Motor Integration(Beery VMI)
- Motor-Free Visual Processing Test - Fourth Edition (MVPT-4)
- Sensory Profile 2
- Sensory Processing Measure
- School Function Assessment
- DAYC-2, 2nd Edition
- Thorough clinical observation of school-related skills

For:

- Fine & Gross Motor Skills
- Sensory Regulation
- Visual Motor Skills
- School-related Self-care Skills



Psychoeducational Services

Meet the rising need for behavior and mental health services with nationally certified school psychologists and licensed clinical social workers.

PsychEd Services Include:

- Psychoeducational Assessments
 - Cognitive Ability & Processing
 - Academic Achievement
 - Social-Emotional & Behavioral
 - Adaptive Behavior & Executive Functioning
- Behavioral and Mental Health Intervention
- Psychoeducational Consultation

PresenceLearning is the premier provider of the Woodcock-Johnson suite of assessments and the only company authorized outside of Pearson to provide the WISC-V for online administration.





Behavioral & Mental Health Services

Delivered by a Licensed School Psychologist or a Licensed Clinical Social Worker

- Services Delivered 1:1 or in Small Groups
- Pre-referral Tier II and Tier III behavior interventions
- Social-Emotional & Behavioral evaluations and assessments
- Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP)
- Direct services as determined by a BIP or an IEP



Online Psychoeducational Assessments

Psychoeducational Assessments

- Access cost-effective, online assessments from leading publishers
- Gain access to credentialed school psychologists
- Accelerate evaluation results and determinations of eligibility
- Improve schedule management
- Ease assessments workloads for over-burdened onsite school psychologists

Needs:

At least 30 days notice to complete an assessment after the following criteria have been met:

- An assigned school psychologist
- An assessment schedule
- A signed assessment plan
- A consistent Primary Support Person to proctor the assessment(s)



Psychoeducational Assessments

Cognitive Ability & Processing

- Woodcock-Johnson IV Test of Cognitive Abilities (WJ IV COG)
- Wechsler Intelligence Scale for Children® Fifth Edition (WISC®-V)
- Reynolds Intellectual Assessment Scales, Second Edition (RIAS-2)
- Test of Auditory Processing Skills – Third Edition (TAPS-3)
- Comprehensive Test of Nonverbal Intelligence – Second Edition (CTONI-2)
- Test of Nonverbal Intelligence – Fourth Edition (TONI-4)
- Comprehensive Test of Phonological Processing – Second Edition (CTOPP-2)

Academic/Achievement

- Woodcock-Johnson IV Tests of Achievement (WJ IV ACH)
- KeyMath (TM) – 3 Diagnostic Assessment
- Gray Oral Reading Tests – Fifth Edition (GORT-5)

PresenceLearning is the premier provider of the Woodcock-Johnson® suite of assessments and the only company authorized outside of Pearson to provide the WISC® V for online administration.



Psychoeducational Assessments **For Spanish Learners**

Cognitive Ability and Achievement

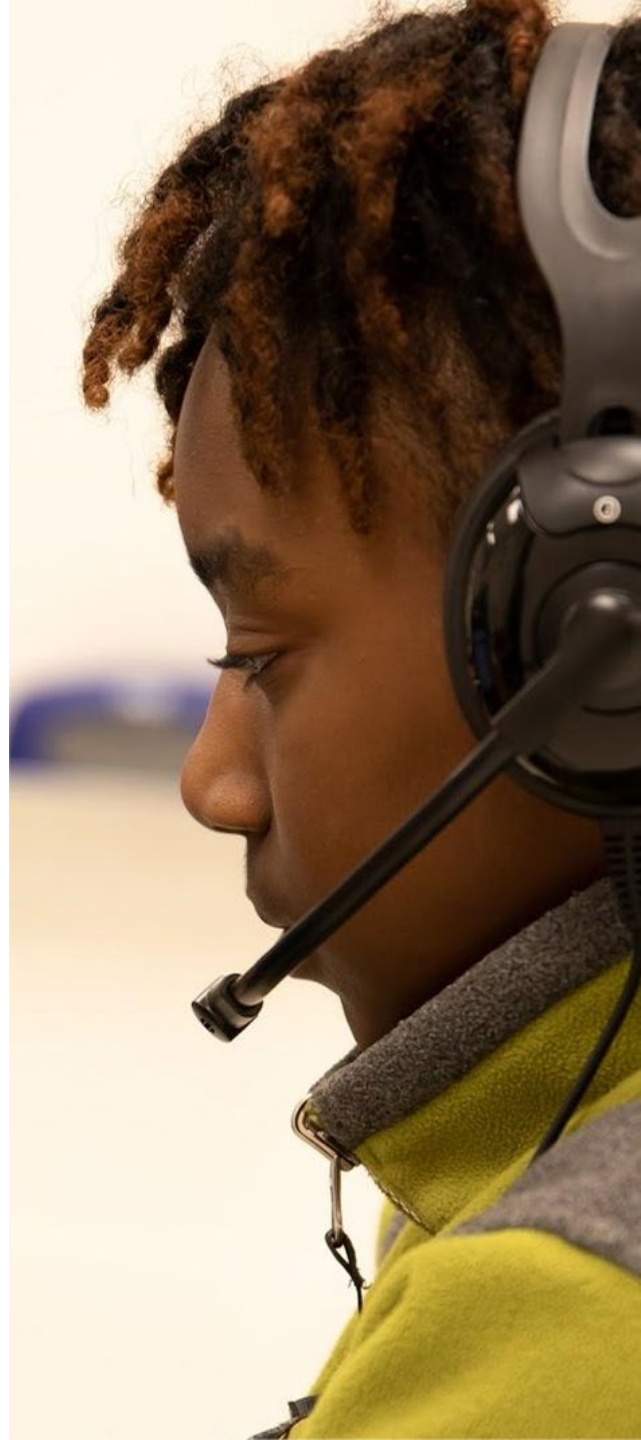
Bateria IV

- The Spanish language parallel assessment to the WJ IV Tests of Cognitive Ability and Achievement
- This assessment allows our Spanish speaking school psychologists to complete thorough bilingual psychoeducational assessments

Psychoeducational Assessments

Social-Emotional & Behavioral and Adaptive Behavior & Executive Function

PresenceLearning utilizes rating scales, questionnaires, and developmental/medical histories from all major publishers.



Not your Average Video Conferencing: A Platform Built by Clinicians for Clinicians Specifically to Serve K-12 Students with Special Needs

Key features include:

- High fidelity sessions with crisp, clear video and sound
- Full therapy command center to help providers keep sessions on track, maintain remote control of the students environment
- Dynamic camera and video modes to focus on multiple response types
- Synchronized collaborative workplace
- FERPA and HIPAA compliant to protect your students' data.

PresenceLearning's state-of-the-art teletherapy platform has been designed by clinicians for clinicians specifically to serve K-12 students with special needs.

"I can create my queues in advance, look and see what I need to target, then just click on an activity and use it—it's just mind blowing."

—Leah CCC-SLP



PresenceLearning

Teletherapy Essentials

*~Platform Access for
your district employees*



Teletherapy Essentials

Our Award Winning Platform



THE Journal, a leading EdTech publication, has named PresenceLearning's **Teletherapy Essentials** as the **Platinum Winner** of its New Product Awards in the Teletherapy / Wellness Category!



Tech & Learning, a leading publisher focused on edtech trends, products, and strategies, has named **Teletherapy Essentials** a winner in its **Best of 2020 Awards!**



Teletherapy Essentials Overview

3 Platform Offerings

Teletherapy Essentials for SLPs, OTs, and Counselors

Teletherapy Essentials + Psychoeducational Assessments for School Psychologists

Teletherapy Essentials + Achievement Assessments for teachers

Each with 3 Training Components

Teletherapy Foundations: Online, self-guided modules to get you started and familiarize you with the PresenceLearning Platform. Includes comprehensive video tutorials using different activities from the Platform library followed by guided practice.

Clinical Applications: Live training led by PresenceLearning Clinical Experts to apply what you learned to Foundations to real-world scenarios. Training is specific to therapist or educator type.

Clinical Workshops: Ongoing live workshops led by PresenceLearning Clinical Experts to support you as you go. Drop in to a scheduled workshop anytime. Therapist/educator specific.

All 3 Essentials Offerings come with

Access to the PresenceLearning Teletherapy Platform

Ongoing clinical and tech support



Teletherapy Essentials: Training

Topics Covered by the 3 Training Components

- Teletherapy Foundations--how to get up and running quickly
- Strategies for managing student focus and engagement
- Communication and training templates for parents supporting sessions at home
- Developing trust and rapport through screens
- How to make the most of the content and tools in the PresenceLearning platform



Quotes from Parents

“My son is so engaged during his sessions. He loves interacting with Ms. Melissa, receiving the virtual rewards, and learning through the different games, such as Memory which is his favorite. We weren’t getting that type of interaction when we were using the previous platform. It’s been so awesome to watch him really connect and make progress.”

—Glenyce Bentzer, mother of son at Lewis Cass ISD, MI

“I think the online service was such a benefit because he was able to slow down his speech. When he would feel uncomfortable or stressed, he would use some of the skills he had learned to calm down and get his words out, and he felt so good about himself—and we just noticed, personally and academically, he was gaining so



Primary Support Person

District Requirements

- The school will be responsible for providing a person to act as the PSP- they *do not* need to be a paraprofessional or clinically trained
- ***Before the assessment:*** Facilitate the flow of referral information to the school psychologist as well as set up the testing area and print student response booklet
- ***During assessment:*** Must be present for the entire assessment, and take directive from the school psychologist
- ***After the assessment:*** Send student response booklet back to the examiner via fax or secure PDF

PresenceLearning Support

- PresenceLearning provides training, resources, and live phone support for PSPs
- PresenceLearning works with your school to schedule assessments throughout the year to maximize PSP availability

***Approximate time per assessment varies from 4-5 hrs and is typically scheduled in 1-1.5 hr. increments over a few days, keep this in mind as you determine the most appropriate person for the PSP role*

The PSP role is integral to the validity of the psychoeducational assessment



PSP

Student

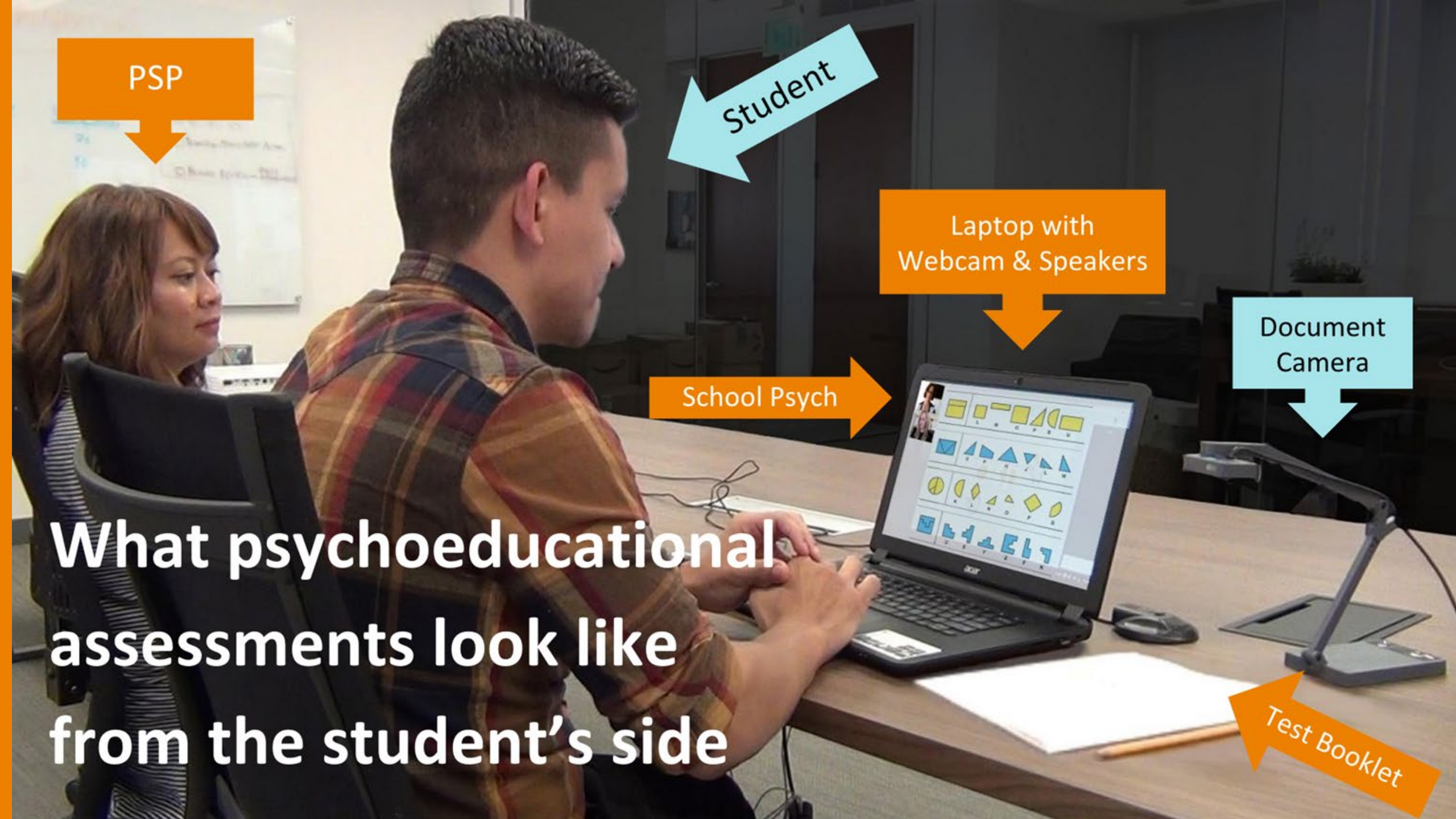
Laptop with
Webcam & Speakers

School Psych

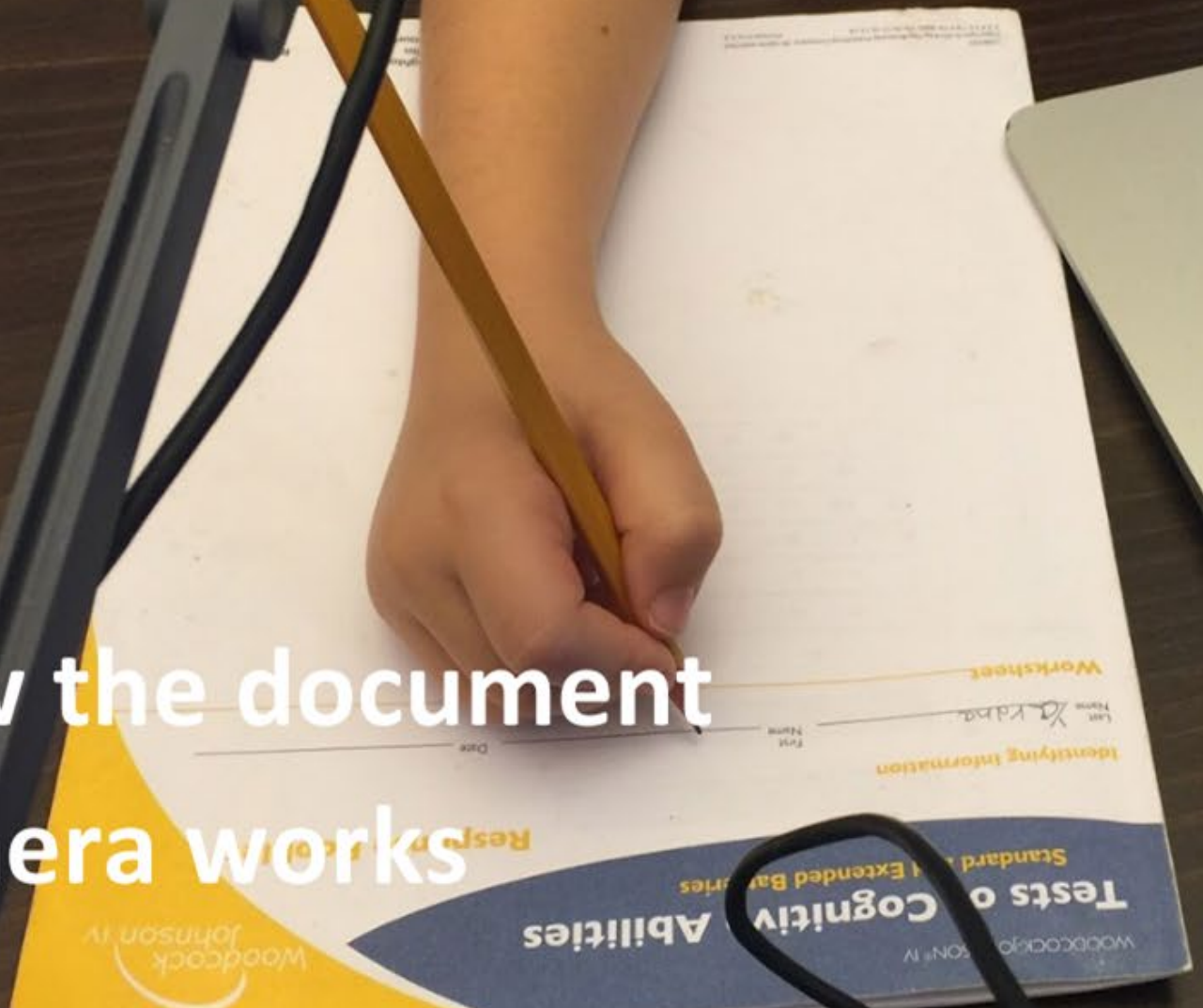
Document
Camera

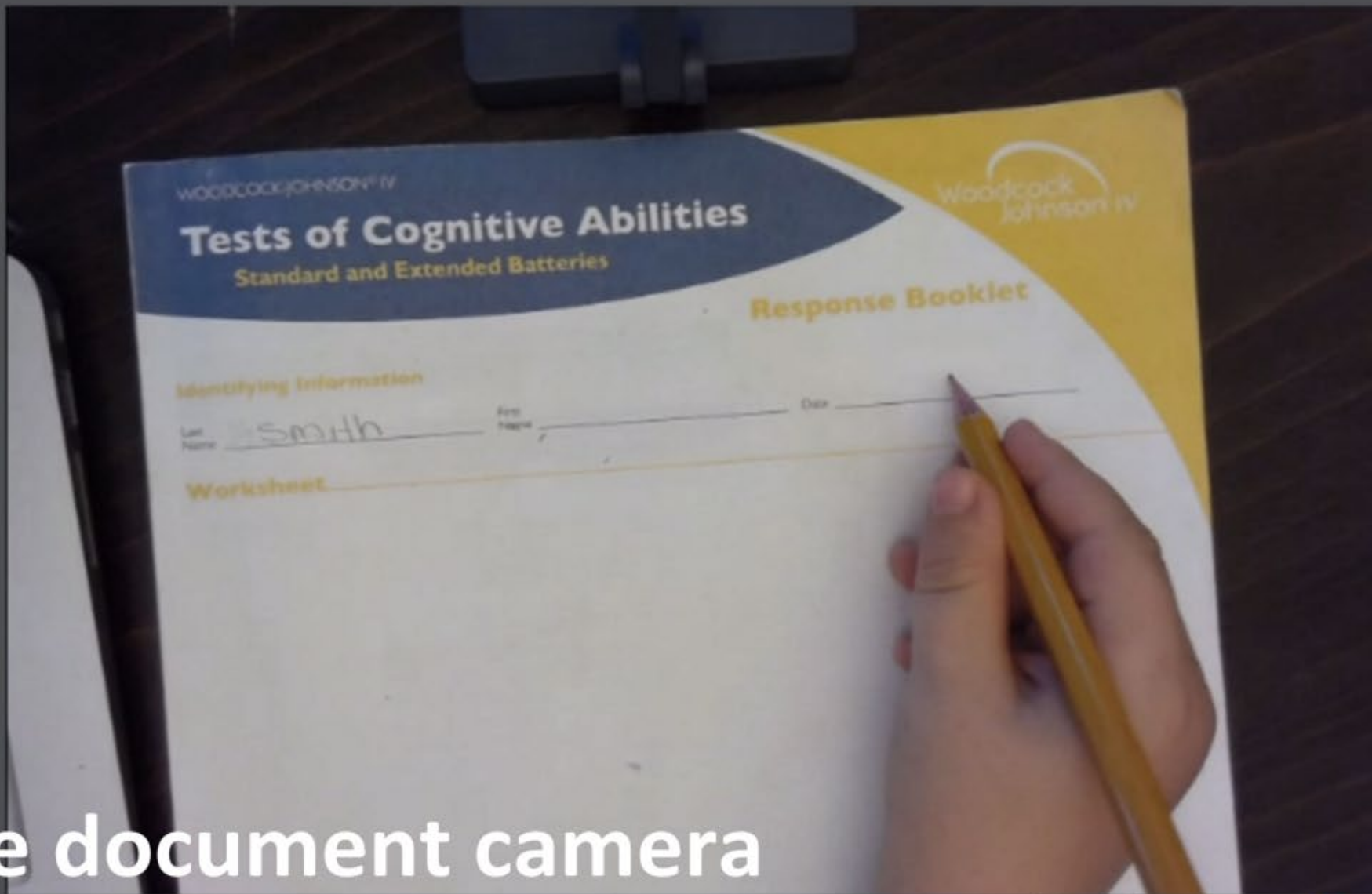
What psychoeducational
assessments look like
from the student's side

Test Booklet



How the document
camera works





What the document camera shows to the remote examiner

Jane



Mirror



Rotate



Muted



Dismiss



Current Customer References

- **Current Desert Mountain SELPA School Partners with Presence Learning**

- Barstow Unified School District - since 2015
- Bear Valley Unified School District - since 2016
- Silver Valley Unified School District - since 2018
- Victor Elementary School District -since 2016
- Adelanto Unified School District - since 2018
- Victor Valley Union High School -since 2020

Former:

- Hesperia Unified School District
- Snowline Joint Unified School District
- Trona Joint Unified School District



Primary Support Person (PSP)

District Requirements

- The school will be responsible for providing a person to act as the PSP - they *do not* need to be a paraprofessional or clinically trained.
 - *Consider a existing staff member who can be assigned to the PSP role.*

PSP Role

- The Primary Support Person (PSP) is the onsite contact responsible for ensuring that all students arrive to session, and that each session runs smoothly for therapy.
- Should a tech issue arise, the PSP is there to contact PresenceLearning's Support Service Department.

PresenceLearning Support

- PresenceLearning provides customized support to PSPs including:
 - Written training resources
 - Explainer videos
 - Live chat support within the PresenceLearning Platform
 - Live phone support



The PSP role is an integral part of our partnership with your school district!



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Desert Mountain SELPA - CA

Address: Ed Serv Ctr, 17800 Highway 18 Apple Valley, CA

LEA Primary Point of Contact

Name: Jenae Holtz

Email Address: jenae_holtz@sbcss.k12.ca.us

LEA Secondary Point of Contact

Name:

Email Address:

PresenceLearning Contact Information

Name: Michelle Brownlee

Email Address: michelle.brownlee@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	0	\$87.00
Hourly OT Services	0	\$87.00
Hourly BMH Services	0	\$87.00
Annual Student Administrative Fee	0	\$100.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$64.00
Bilingual Screening by SLP	0	\$115.00
Evaluation Coordination and Reporting by SLP	0	\$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$257.00
Review of Records by SLP	0	\$114.00
Additional Assessment Component by SLP	0	\$33.00
Articulation Standard Assessment	0	\$69.00
Auditory Processing Select Index	0	\$85.00
Classroom Observation by SLP	0	\$47.00
Early Childhood Language Assessment	0	\$103.00
Fluency Standard Assessment	0	\$114.00
Language Select Index	0	\$31.00
Language Standard Assessment	0	\$149.00
Pragmatic Language Standard Assessment	0	\$91.00
Phonological Process Analysis Select Index	0	\$26.00
Phonological Processing Assessment	0	\$77.00
Supplemental Language Screener	0	\$26.00
Spanish Language Standard Assessment	0	\$143.00
Spanish Language Select Index	0	\$47.00
Spanish Auditory Processing Select Index	0	\$85.00
Additional Bilingual Assessment Component	0	\$47.00
Spanish Articulation Measures	0	\$47.00
Spanish Articulation Standard Assessment	0	\$57.00

Service Type	Student Quantity/ Groups	Service Rate
Augmentative Alternative Communication Assessment	0	\$114.00
Additional Language Subtest	0	\$33.00
Home Coordination by SLP	0	\$114.00
Language Difference vs. Disorder Analysis	0	\$86.00
Pre-referral Meeting by SLP	0	\$114.00

3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	\$64.00
Evaluation Coordination and Reporting by OT	0	\$257.00
Review of Records by OT	0	\$114.00
Classroom Observation by OT	0	\$47.00
Standard School-Related-ADL Assessment	0	\$74.00
Standard Sensory Processing Assessment	0	\$74.00
Standard Motor Skills Assessment	0	\$86.00
Standard Visual Perception Assessment	0	\$74.00
Standard Preschool Assessment	0	\$114.00
Additional Assessment Component by OT	0	\$33.00
Home Coordination by OT	0	\$114.00
Informal Fine Motor Assessment	0	\$47.00
Pre-referral Meeting by OT	0	\$114.00

4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP	0	\$150.00
Evaluation Coordination and Reporting by MHP	0	\$290.00
Review of Records by MHP	0	\$270.00
Rating Scale Assessment	0	\$150.00
Classroom Observation by MHP	0	\$135.00
Additional Assessment by MHP	0	\$270.00
Additional Requested Meetings	0	\$67.00
Bilingual Services by MHP	0	\$135.00
Home Coordination by MHP	0	\$135.00
Pre-referral Meeting by MHP	0	\$135.00
Additional Requested Paperwork	0	\$67.00

Document Camera	\$85.00 (each)
-----------------	----------------

Service Order

Contracted Students	0
---------------------	---

Assessments Commitment	0
------------------------	---

Monthly Commitment*	\$0.00	0 hours at \$87.00
December Commitment*	\$0.00	0 hours at \$87.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2021 through June 30, 2022
--------------------	------------------------------------

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

LEA

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/ program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term “days” means calendar days unless otherwise specified.

g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall 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. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST.

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

16. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR's prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.

CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data

collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS.

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE.

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING.

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

42. CHILD ABUSE REPORTING.

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT.

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review

of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.

- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT.

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.

In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

- (b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.
- (c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.
- (d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.
- (e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term (“Monthly Commitment”), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA’s fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.
- (f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.
- (g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.
- (h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence (“Unplanned Student Absence”), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
- (i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.
- (j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:

Date:

Date:

Equipment Schedule

This Equipment Schedule (the “Schedule”) is incorporated and made part of the Master Service Agreement (the “Agreement”) between PresenceLearning, Inc., (“PresenceLearning”) and entity named in the Service Order that is receiving the Services (“Customer”) and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer’s option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer’s option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
iPad Splitter	\$10.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 10.

3. **WISC-V Kits.**

- 3.1 Purchase of WISC-V Kits. If the Agreement provides that the Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a “Kit”) from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 3.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in the Customer’s possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

4. Delivery; Title; Risk of Loss.

4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

4.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Delivery Addresses**. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.

6. **Inspection of Goods**. Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.

7. **Fees; Payment**. Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

8. **Disclaimer of Warranty**. PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and the PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

9. **Delay or Failure to Perform**. PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Materials as promised.

10. **Suggested Hardware Specification**. The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> • Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> • External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL- CS-PRESENCE
Document camera	<ul style="list-style-type: none"> • Capture images of A4 and US letter pages • Built-in LED lights 	HUE	HD Pro Camera

7.4 Desert/Mountain Children's Center Clinicians Attending IEPs
Verbal report, no materials

7.5 Update on Requested ADOS-2 and HOLA Trainings
Verbal report, no materials



Desert / Mountain Children's Center
17800 Highway 18
Apple Valley, CA 92307-1219

P 760-552-6700
F 760-946-0819
W www.dmchildrenscenter.org

MEMORANDUM

DATE: June 16, 2021

TO: Special Education Directors

FROM: Linda Llamas, Director

SUBJECT: Desert/Mountain Children's Center Client Reports

Attached are the opened and closed cases for the following services:

- Screening, Assessment, Referral and Treatment (SART)
- Early Identification Intervention Services (EIS)
- School-Age Treatment Services (SATS)
- Student Assistance Program (SAP)
- Speech and occupational therapy

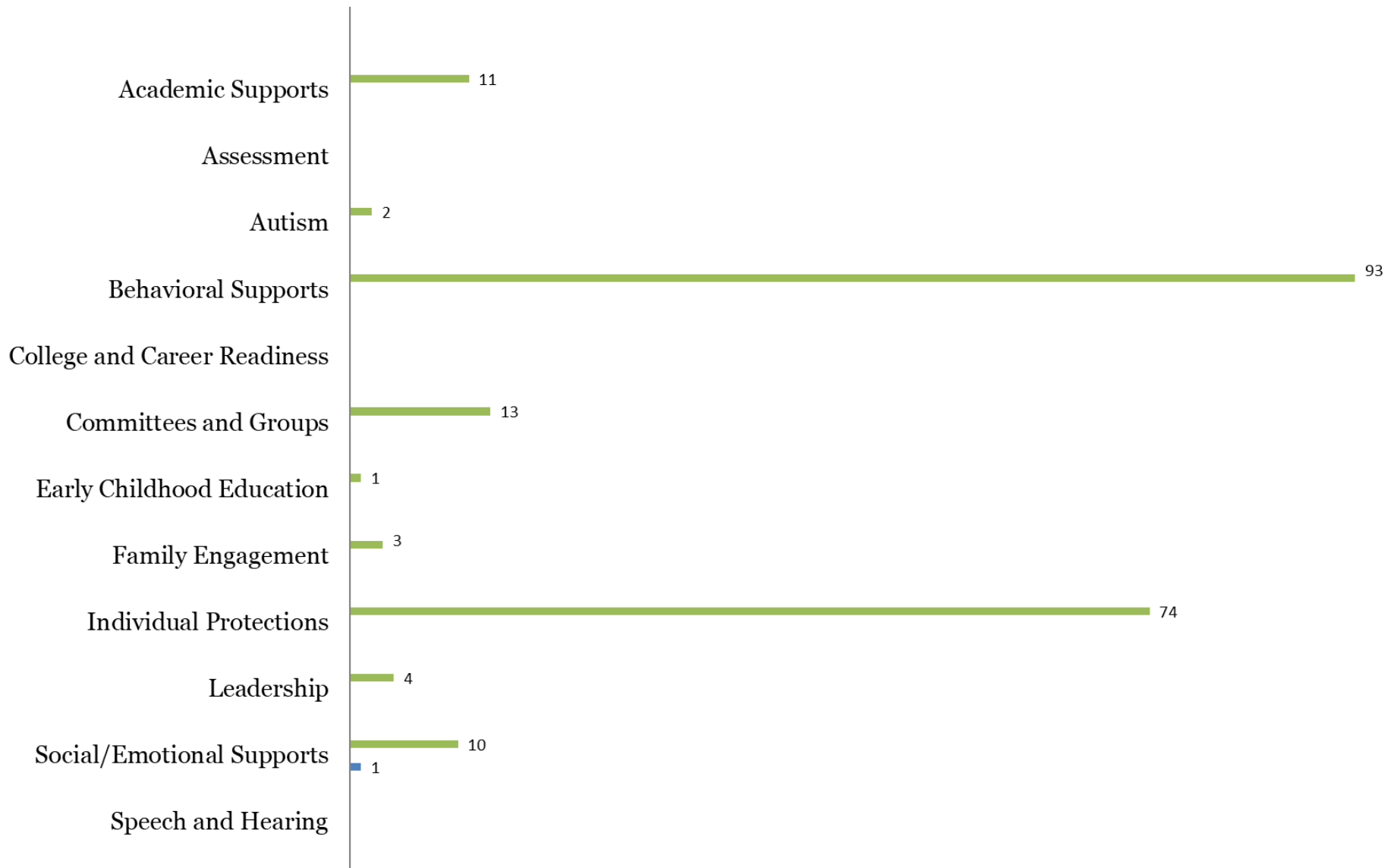
If you should have any questions, please contact me at (760) 955-3606 or by email at linda.llamas@cahelp.org

7.7 Impact of Pandemic on Teachers and Strategies to Promote Wellness
Verbal report, no materials

D/M CHARTER SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

MAY 2021 - 1 PARTICIPANT
211 YEAR-TO-DATE PARTICIPANTS

■ Total Participants YTD by Content Area ■ On-Site Trainings ■ Regional Trainings



**Desert/Mountain Charter SELPA
Due Process Summary
July 1, 2020 - June 17, 2021**

D = Complaint Dismissed W = Complaint Withdrawn

DISTRICT										CASE ACTIVITY FOR CURRENT YEAR				
	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Total	D/W	Resolution	Mediation	Settled	Hearing
Allegiance STEAM Acad - Thrive	N/A	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0	0	0
Aveson Global Leadership Acad	N/A	N/A	2	1	5	1.5	0	0	9.5	0	0	0	0	0
Aveson School of Leaders	N/A	N/A	0	3	1	1.5	0	0	5.5	0	0	0	0	0
Ballington Acad for Arts & Sci	N/A	N/A	N/A	N/A	0	2	0	0	2	0	0	0	0	0
Desert Trails Prep Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elite Academic Acad - Lucerne	N/A	N/A	N/A	N/A	N/A	0	0	2	2	1	0	1	0	0
Encore Junior/Senior High School	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Encore High School, Riverside	N/A	N/A	0	0	0	1	1	0	2	0	0	0	0	0
Julia Lee Performing Arts Acad	N/A	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0	0	0
LaVerne Elem Preparatory	0	0	0	0	0	0.5	0	0	0.5	0	0	0	0	0
Leonardo da Vinci Health Sci	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Odyssey Charter School	N/A	N/A	0	0	0	0	0	0	0	0	0	0	0	0
Odyssey Charter School - South	N/A	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0	0	0
Pasadena Rosebud Academy	N/A	N/A	N/A	N/A	N/A	1	0	0	1	0	0	0	0	0
Pathways to College	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taylion High Desert Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Virtual Prep Academy at Lucerne	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
SELPA-WIDE TOTALS	0	0	2	4	6	7.5	1	2	22.5	1	0	1	0	0

**Desert/Mountain Charter SELPA
Due Process Activity Summary
July 1, 2020 – June 17, 2021**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Elite Academy 20212105017	Filed by LEA to implement the IEP of August 2020	05/08/2021	NA	06/23/2021	08/06/21	08/17-19/21	
2. Elite Academy 2021050258	Filed by LEA to implement the IEP of July 2020	05/11/21	NA	06/23/21	06/28/21	07/06-08/21	Withdrawn. Will amend the complaint to seek permission to assess for ERMHS
3. Case No. 2020							
4. Case No. 2020							

Desert /Mountain Charter SELPA
Legal Expense Summary
As of June 17, 2021

2000-2001	0.00
2001-2002	0.00
2002-2003	0.00
2003-2004	0.00
2004-2005	0.00
2005-2006	0.00
2006-2007	0.00
2007-2008	0.00
2008-2009	0.00
2009-2010	0.00
2010-2011	0.00
2011-2012	0.00
2012-2013	0.00
2013-2014	0.00
2014-2015	0.00
2015-2016	7,378.00
2016-2017	33,886.61
2017-2018	70,994.67
2018-2019	113,834.81
2019-2020	58,033.90
2020-2021	10,906.60

7.10 Alternative Dispute Resolution Planning Committee Update
Verbal report, no materials

YOU BE THE JUDGE: Does suspension from transportation entitle student to disciplinary protections?

The IEP developed for a student with behavioral problems required a Minnesota district to provide specialized transportation to and from her out-of-district day treatment program. The district suspended the student from van transportation for three days in March 2019 and for another four and a half days in May 2019. The parent informed the district after the second suspension that she would drive the student to and from the out-of-district program for the rest of the school year.

The parent then alleged that the district violated the IDEA by changing the student's placement for disciplinary reasons without conducting a manifestation determination review. The district maintained that it had no obligation to conduct an MDR because the van suspension was not a change in placement.

A district must conduct an MDR within 10 school days of any decision to change a student's placement for disciplinary reasons. 34 CFR 300.530(e).

Did the district violate the IDEA by failing to conduct an MDR?

- A. **Yes.** The student went more than 10 school days without van transportation.
- B. **No.** The MDR requirement only applies to removals from school.
- C. **No.** The van suspensions did not exceed 10 school days.

Leveraging Short Term Funding to Build Long Term Capacity

The recent passage of the *American Rescue Plan Act of 2021* (H.R. 1319), specifically the [Education Stabilization Fund](#), along with prior related pandemic federal funding including the *Elementary and Secondary Emergency Relief Act of 2020* under the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act; PL 116-136) present educators an unprecedented opportunity to promote the social, emotional, and behavioral (SEB) well-being of students in response to the well documented impact of the recent global health pandemic. Unfortunately, like all relief funding acts, there is a finite amount of additional funding and time provisions in which it must be spent. We strongly advise SEA and LEA leadership teams to carefully and strategically link funding targets to their current multi-tiered systems of support (MTSS) action plan, or to create a comprehensive multi-year plan that focuses both on key academic and SEB student outcomes through a continuum of supports (see [Why Prioritize Behavior Support](#)). For those SEA and LEAs with active positive behavioral interventions and supports (PBIS) or other social, emotional, and behavioral initiatives in place, the problem-solving framework can be applied to determine how best to use the funds. For those SEA and LEAs without a PBIS or MTSS leadership team that emphasizes a data-based decision-making process, we offer a set of steps to consider when making decisions (see below). Regardless, we recommend leadership teams keep the following four considerations in mind when making funding decisions*:

1. Keep long-term student and staff outcomes in mind with all fiscal decisions. Consider the additional funds an opportunity to invest in systems of support that will continue to affect students long after the funding ends (see [PBIS Implementation Blueprint](#)).
2. When making short-term decision to meet immediate need include plans to embed into on-going systems of support (see [Michigan District Initiative Tool](#)). Ensure expenditures aligned with your SEA/LEA current and long term plans and avoid spending funds that will not add value.
3. Create an evaluation plan with clear measurable outcomes and a timeline to sample impact to ensure the investment is leading to your targeted student and staff outcomes. Ensure the plan has strategies to disaggregate data across groups, especially students with disabilities or from other marginalized groups, to continually examine for equitable benefit across groups of students and embed strategies to address any noted inequities (see [PBIS Evaluation Blueprint](#), [PBIS Cultural Responsive Field Guide](#)).
4. Be good consumers. Before investing in staff professional development, ensure the training a) links to current SEA/LEA systems of support, b) includes measures to check for implementation fidelity, c) includes strategies to provide performance feedback to implementers, and d) includes a plan to address implementation challenges (see [PBIS Professional Development Blueprint](#), [Interconnected System Framework](#)).

Regardless of the level of current PBIS / MTSS implementation, SEA and LEA leadership teams are strongly encouraged to follow a problem-solving framework:

Start with data. What are the current student academic, social, emotional, and behavioral needs? Review both formal (e.g., academic test scores, passing grades, behavioral infractions resulting in disciplinary action, universal screeners, school climate surveys) and informal (e.g., attendance, office discipline referrals, nurse and behavior health referrals) data. Patterns across LEAs, or schools within a district, as well as individual school data should be considered before investing in personnel, professional development, or curricula to provide a direct match between documented need and interventions and supports selected (see [PBIS Evaluation Blueprint](#), [State System Fidelity Inventory](#), [District Systems Fidelity Inventory](#), [Hexagon Tool](#), [Tiered Fidelity Inventory](#)).

Select evidence-based practices. By selecting interventions and supports that have strong empirical evidence, in addition to matching to unique LEA and school data patterns, the likelihood of short- and long-term impact is increased (see [What Works Clearinghouse](#), [Research Evidence Supporting PBIS](#), [NCII Tools Chart](#)). In addition to strong empirical evidence, also consider the feasibility and acceptability of the practice within the LEA or school context. If staff indicate that the practice does not fit the current instructional model, would require additional uniquely trained personnel to implement with fidelity, or does not fit the cultural context of the students and community, odds are the practice will not have the intended impact and/or sustain beyond the funding period.

Focus the majority of funds on strengthening your current systems. Remember, the funds will end. Avoid hiring additional personnel that cannot be fiscally supported once funding expires. We recommend, using the above two steps, to invest in professional development that builds the skill sets, fluency, and capacity of current SEA/LEA personnel. Based on the selected data-driven interventions and supports, create a plan to a) build skill mastery among current academic and SEB lead personnel, b) create timelines and professional development opportunities for lead personnel to train specialist at the individual school level to build within school expertise, c) create timelines and professional development opportunities for lead personnel to train school leadership teams (and possibly whole staff) focusing on their unique role in supporting sustained implementation, d) be prepared for on-going provision of technical assistance to LEA or school leadership teams to promote fidelity of implementation, e) build in opportunities to provide performance feedback to staff, and f) work to embed the targeted interventions and supports into, or create new, on-going SEA/LEA wide systems. See [Implementers Blueprint](#), [State & District Systems Fidelity Inventory](#), [State Improvement and Scaling-up of Evidence-based Practices](#) for additional information on building sustainable systems of support.



The recent infusion of funds into the American public school system is a unique opportunity to address the impact events of the past two years have had on students and staff. More importantly, if invested wisely, they present an opportunity to prepare SEA and LEAs through PBIS and MTSS frameworks to address the next impactful event that threatens to elevate student risk (see [PBIS Recovery Plans](#) for more information).

**This document provides general recommendations from the Center for PBIS on increasing capacity to address student's social, emotional, and behavioral success. No endorsement is implied nor should be inferred on the part of the U.S. Department of Education. For specific fiscal expenditure requirements and additional information, we encourage contacting your state or territory department of education and visit <https://oese.ed.gov/offices/american-rescue-plan/american-rescue-plan-elementary-and-secondary-school-emergency-relief/>*

This document was supported from funds provided by the University of Oregon's Boney Fund and Center on Positive Behavioral Interventions and Supports cooperative grant supported by the Office of Special Education Programs (OSEP) and Office of Elementary and Secondary Education (OESE) of the U.S. Department of Education (H326S180001). Dr. Renee Bradley serves as the project officer. The views expressed herein do not necessarily represent the positions or policies of the U.S. Department of Education. No official endorsement by the U.S. Department of Education of any product, commodity, or enterprise mentioned in this document is intended or should be inferred.

Suggested Citation for this Publication

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The Three R's to Re-Entry: Renew, Relationships, Resiliency - The Educator and Student Wellness Pathway

This pathway is to provide support to educators as they navigate the return to school. This will give educators the tools they need to renew their own wellness and understanding around relationships and resiliency, during these challenging times. Topics to be discussed will be strategies to support educator and student wellness, signs and symptoms of distress, and implementing social emotional supports in the classroom.

**If you are not able to join us for the entire pathway, we encourage you to attend as many course options as possible.*

Presented By

The Prevention and Intervention Team

Registration

To register for all 5 courses, please use this link:

<https://sbcss.k12oms.org/52-202961>

Course Options

Click on each registration link for further details about each course.

Day 1: Building Resilience-How To Keep Your Cup Full

Date: July 27, 2021 **Time:** 1:30 - 3:30 p.m.

<https://sbcss.k12oms.org/52-202963>

Day 2: Supporting your Student's Well-Being

Date: August 25, 2021 **Time:** 2:00 - 3:30 p.m.

<https://sbcss.k12oms.org/52-202964>

Day 3: Weaving SEL into Everyday Practice

Date: September 30, 2021 **Time:** 2:00 - 3:30 p.m.

<https://sbcss.k12oms.org/52-202973>



Day 4: Enhancing MTSS-Integrating Student Mental Health and Wellness through Systems, Data, and Practices

Date: October 28, 2021 **Time:** 2:00 - 3:30 p.m.

<https://sbcss.k12oms.org/52-202974>

Day 5: Life and Work Balance: Caring, Connecting, and Celebrating

Date: December 1, 2021 **Time:** 2:00 - 3:30 p.m.

<https://sbcss.k12oms.org/52-202975>

Cost

Free to attend

Audience

Paraprofessionals, general and special education teachers, site administrators, district administrators, school psychologists and support staff.

Special Accommodations

Please submit any special accommodation requests at least fifteen working days prior to the training by notating your request when registering.



Building Resilience-How to Keep Your Cup Full

Presented By

Jessica Soto, Prevention and Intervention Specialist
Veronica Rousseau, Program Specialist

Date

July 27, 2021

Time

1:30 - 3:30 p.m.

Cost

Free to attend

Location

Virtual training, a link will be sent to each participant prior to the training date.

Description

This course will address the importance of self-care and building resilience. Working with students is rewarding but it can also be exhausting. To keep up with the demands of dealing with challenging behaviors, working with families, and the day-to-day responsibilities of classroom/case management requires a full cup of resiliency. This course will provide you with simple strategies to help you keep your cup full. We will use reflective activities to help you determine the best plan for creating and maintaining balance in your personal and professional life.

Registration

Please register online at:

<https://sbcss.k12oms.org/52-202963>

Audience

Special education teachers, general education teachers, paraprofessionals, site administrators, district administrators, school psychologists, and school counselors.

Special Accommodation

Please submit any special accommodation requests at least fifteen working days prior to the training by notating your request when registering.

7.13 Compliance Updates
Verbal report, no materials



Desert/Mountain Special Education Local Plan Area
17800 Highway 18
Apple Valley, CA 92307-1219

P 760-552-6700
F 760-242-5363
W www.dmselpa.org

MEMORANDUM

Date June 18, 2021
To: Directors of Special Education
From: Peggy Dunn, Program Manager

Subject: **Occupational and Physical Therapy Reports**

Attached are the occupational and physical therapy Referral Status, and Current Students Direct Services reports by district.

If you have any questions concerning either report, please contact me at (760) 955-3568 at peggy.dunn@cahelp.org

California Association of Health and Education Linked Professions

Upcoming Trainings

Date/Time	Event	Location
6/25/2021 1:00 PM - 3:00 PM	FAMILY FUN DAYS	VIRTUAL
7/16/2021 2:00 PM - 3:00 PM	FAMILY FUN DAYS	VIRTUAL
7/27/2021 1:30 PM - 3:30 PM	BUILDING RESILIENCE-HOW TO KEEP YOUR CUP FULL	VIRTUAL
7/27/2021 1:30 PM - 3:30 PM	THE THREE R'S TO RE-ENTRY: RENEW, RELATIONSHIPS, RESILIENCY - THE EDUCATOR AND STUDENT WELLNESS PATHWAY	VIRTUAL
7/30/2021 2:00 PM - 3:00 PM	FAMILY FUN DAYS	VIRTUAL

For more information, visit the CAHELP Staff Development calendar ([url: www.cahelp.org/calendar](http://www.cahelp.org/calendar))
17800 Highway 18, Apple Valley, California 92307
(760) 552-6700 Office * (760) 242-5363 Fax

CAHELP PEERS® Program

Social Skills Group for Teens



PEERS® (Program for the Education and Enrichment of Relational Skills)

is a 16 week evidence-based social skills intervention for **motivated teens** in middle and high school who are interested in learning ways to help them make and keep friends. During each group session, teens are taught important social skills and are given the opportunity to practice these skills in session during socialization activities. Parents attend separate sessions at the same time and are taught how to assist their teens in making and keeping friends by helping to expand their teen's social network and providing feedback through coaching during weekly socialization homework assignments. **Enrollment is limited. Parent participation is required.**

Your Teen Will Learn

- How to use appropriate conversational skills
- How to find common interests by trading information
- How to appropriately use humor
- How to enter and exit conversations between peers
- How to handle rejection, teasing, and bullying
- How to handle rumors and gossip
- How to be a good host during get-togethers
- How to make phone calls to friends
- How to choose appropriate friends
- How to be a good sport
- How to handle arguments and disagreements
- How to change a bad reputation

Enrollment and Group Information

PEERS may be appropriate for teens with:

- Autism Spectrum Disorder
- ADHD
- Depression
- Anxiety
- Other social or behavioral challenges



For enrollment information, please contact us at
(760) 552-6700 or email:
jennifer.rountree@cahelp.org
keri.gomez@cahelp.org or julie.wheeler@cahelp.org



17800 Highway 18, Apple Valley, CA 92307
(760) 552-6700 Phone (760) 242-5363 FAX

Program for the Education and Enrichment of Relational Skills (PEERS)

If you have any questions regarding this form or the PEERS Program
please call or email Jennifer Rountree at

442-292-5094 ext. 234 or jennifer.rountree@cahelp.org

Please send completed forms to:

Julie Wheeler julie.wheeler@cahelp.org or fax to 760-242-5363

Referral for PEERS Social Skills Program

Students 7th through 12th Grade

Referred by: _____ Title: _____ Date: _____

Email: _____ Phone Number: _____

Client/Student Name: _____

Date of Birth: _____ Age: _____ Grade: _____ Gender: Male Female

Attending School: _____ Teacher: _____

Parent/Guardian: _____ Home Phone: _____ Work Phone: _____

Street Address: _____ City: _____ Zip Code: _____

Mailing Address: _____ City: _____ Zip Code: _____

Check all that apply:

- Teen is between 13-17 years
- Social challenges
- Teen and parent/guardian fluent in English
- Major mental illness (schizophrenic, bipolar)
- Physical disability (preventing outdoor play) (specify): _____
- Medical conditions (preventing participation) (specify): _____
- IQ below 70 (5th grade level comprehension)

Comment on conversation skills: _____

Behavioral Challenges (check all that apply):

- Classroom behavior
- Homework/schoolwork
- Violence/aggression
- Fire setting
- Stealing
- Severe property destruction
- Argumentative/tantrums/disobeying
- Parent afraid of child
- Previously hospitalized for behavior
- Other (specify): _____

Social Challenges (check all that apply):

- No get-togethers
- No friends at school/community
- Socially isolated
- Inappropriate peer group
- Aggressive or mean to peers
- Teased/bullied
- Other (specify): _____

Comments: _____

Date: _____ Administrator Signature: _____ Title: _____

Office Use Only

Date Received: _____ PEERS Program Staff: _____ Title: _____

- PEERS Eligible PEERS Ineligible
- LEA Notified Date: _____ Clinician Notified Date: _____
- Phone Appointment Date: _____ Time: _____
- In Person Appointment Date: _____ Time: _____



Real Talk Autism Edition: Resources & Support for Educators

Real Talk is an opportunity to build a professional learning collaboration group focused on autism. This group meets monthly offering enrichment, networking, and training to all participants. The group provides an opportunity for participants to develop a collaborative professional network, to share ideas and information regarding current practices, share resources, ask questions, and seek support. Discussion topics and resources shared will be based on the needs and interests of the group and connected back to evidence-based practices to support students with autism.

Audience

General educators, special educators, service providers, and administrators.

Cost

No cost

Registration

Please register online at: <https://sbcss.k12oms.org/52-202178>
Dates and times listed below:

Location

Virtual

Day 1: **August 16, 2021** | 3:30 - 5:00 p.m.

Day 6: **January 24, 2022** | 3:30 - 5:00 p.m.

Day 2: **September 20, 2021** | 3:30 - 5:00 p.m.

Day 7: **February 14, 2022** | 3:30 - 5:00 p.m.

Day 3: **October 18, 2021** | 3:30 - 5:00 p.m.

Day 8: **March 14, 2022** | 3:30 - 5:00 p.m.

Day 4: **November 15, 2021** | 3:30 - 5:00 p.m.

Day 9: **April 18, 2022** | 3:30 - 5:00 p.m.

Day 5: **December 13, 2021** | 3:30 - 5:00 p.m.

Day 10: **May 16, 2022** | 3:30 - 5:00 p.m.

Get in Touch

Address: 17800 Highway 18, Apple Valley, CA 92307
Phone: (760) 955-3592

Email: Julie.Wheeler@cahelp.org
Website: www.cahelp.org

RealTalk

Autism Edition

Real Talk Autism Edition: Resources & Support for Families

Real Talk is an opportunity to build a community for families and community members focused on autism. This group meets monthly offering enrichment, networking, and training to all participants. The group provides an opportunity for participants to develop a collaborative and supportive community to share ideas and information regarding current practices, provide resources, a place to ask questions, and seek support. Discussion topics and resources shared will be based on the needs and interests of the group and connected back to using evidence-based practices to support individuals with autism.

Audience

Family and community members who love and support individuals with autism.

Cost

No cost

Registration

Please register online at: <https://sbcss.k12oms.org/52-202181> Dates and times listed below:

Location

Virtual

Day 1: **August 13, 2021** | 3:30 - 5:00 p.m.

Day 6: **January 14, 2022** | 3:30 - 5:00 p.m.

Day 2: **September 10, 2021** | 3:30 - 5:00 p.m.

Day 7: **February 11, 2022** | 3:30 - 5:00 p.m.

Day 3: **October 8, 2021** | 3:30 - 5:00 p.m.

Day 8: **March 11, 2022** | 3:30 - 5:00 p.m.

Day 4: **November 12, 2021** | 3:30 - 5:00 p.m.

Day 9: **April 8, 2022** | 3:30 - 5:00 p.m.

Day 5: **December 10, 2021** | 3:30 - 5:00 p.m.

Day 10: **May 13, 2022** | 3:30 - 5:00 p.m.



Special Education Teacher Academy



Description

This pathway is designed to provide teachers new to special education with the knowledge and skills they need to have a successful start. Participants will become familiar with high leverage practices in special education and can also attend virtual coaching sessions. The academy has been adapted for the virtual setting using Zoom and a learning management system for specific courses.

Coordinated By

Linda Rodriguez, Program Specialist

Location

Virtual training, a link will be sent to each participant prior to the training date.

Audience

Year 1 and year 2 special education teachers.

Cost

\$50 Per Attendee

Registration

Please register online at:

<https://sbcss.k12oms.org/52-201805>

Special Accommodations

Please submit any special accommodation requests at least fifteen working days prior to the training by notating your request when registering.

Schedule

WebIEP (please see [Individual Protections](#) section for full course description). Participants will watch training videos available on webIEP and then attend a scheduled Q&A session. The Q&A sessions will be held virtually on a monthly basis.

Day 1: August 25, 2021 | 2:30 - 4:00 p.m.

Overview of High-Leverage Practices in Special Education/Classroom Structure and Management (Please see [Behavior Supports](#) section for course description).

Day 2: September 8, 2021 | 2:30 - 4:00 p.m.

Forms and Facts 101 and PLOPs, Goals, and Ed Benefit (Please see [Individual Protections](#) section for full description). These courses are self-paced and accessible through a learning management system. Once registered, participants will receive a link to access the recorded presentation and materials. Participants will then attend the scheduled question-and-answer session to highlight main concepts of the self-paced course. The self-paced courses are expected to be completed prior to the Q&A session scheduled for.

Day 3: September 15, 2021 | 2:00 - 4:00 p.m.

Structured Literacy - What, Why, Who, and How? (Please see [Academic section](#) for course description).

Day 4: October 20, 2021 | 2:30 - 4:00 p.m.

Universal Design for Learning in A Flash (Please see [Academic section](#) for course description).

Day 5: November 3, 2021 | 2:30 - 4:30 p.m.

Autism Introduction & Connection to Our Practices (Please see [Autism section](#) for course description). Participants will complete an online module and attend the collaborative session with presenters to dive deeper into the content.

Elective Courses:

September 29, 2021 | 2:00 - 4:00 p.m.

Dyslexia Overview (Please see [Academic section](#) for description).

October 12, 2021 | 2:30 - 4:30 p.m.

De-escalation Strategies for Educators (Please see [Behavioral Supports](#) for description).

October 27, 2021 | 2:30 - 4:00 p.m.

Co-Teaching Concepts (Please see [Academic Supports](#) for course description).



Save the Date

School Psychologists' Committee Meetings

The Desert/Mountain School Psychologists' Committee meets three times per year for the purpose of continuing professional development, enrichment, networking, and training. Attendees stay current on relevant topics that include special education legal compliance issues, best practices in assessments, IEP writing, special education eligibility, academic and behavioral accommodations and interventions, mental health practices, and suspension/expulsion procedures.

New This Year!!!!

The Desert/Mountain School Psychologists' Committee is pleased to offer a Bilingual Psychologists' Cadre as a sub-committee, in which psychologists (bilingual and monolingual) can learn and share strategies for working effectively with English language learners.

September 9, 2021 | January 6, 2022 | May 12, 2022

12:00 -1:00 p.m. - Bilingual Psychologists' Cadre

1:00 - 3:00 p.m. - School Psychologists' Committee

Directors Training Dates:

October 22, 2021 | Reducing/Defending Litigation Arising out of COVID-19 - an AALRR presentation.

February 25, 2022 | Legally Defensible IEP Meeting - an AALRR presentation.

April 22, 2022 | OAH Legal Updates - a BBK presentation

*Director trainings will be held immediately following the steering committee meetings. We anticipate these will be in-person meetings. More information to follow.

Virtual training, a link will be sent to each participant prior to the training date.

Contact Us:

Judith Loera
(760) 955-3573
Judith.Loera@cahelp.org



Breaking the Code to Literacy

Presented By

Bonnie Garcia, Program Specialist

Cost

Free to attend.

Location

Online/Zoom, a link will be sent to each participant prior to the training date.

This training may be recorded.

Fall/Spring - Dates and Times

Structured Literacy

09-15-21/ 02-09-22 from 2:00-4:00 p.m.

Honk! Honk! Stop, Assess, and Drive Your Reading Instruction

10-13-21/ 03-09-22 from 2:00-4:00 p.m.

Structured Literacy with Orton-Gillingham: Foundational

10-27-21/ 04-06-22 from 2:00-4:00 p.m.

Structured Literacy with Orton-Gillingham: Advanced

11-10-21 / 04-20-22 from 2:00-4:00 p.m.

Orton-Gillingham Application Check-In

12-08-21 / 05-04-22 from 2:00-4:00 p.m.

Description

Reading and writing is every child's right. Although dyslexia affects 20% of our population, approximately 60% of students are at basic or below basic reading level. There is an obvious disproportionality and a serious social justice issue in need of remediation. We owe it to our students to evaluate our literacy instruction and understand the skills needed to help all students read.

Join this pathway as we "Break the Code" to literacy and explore the science of reading, structured literacy, and methodologies that work for ALL, specifically those with dyslexia and other reading challenges.

Registration

Fall session please register online at:

<https://sbcss.k12oms.org/52-204061>

Spring session please register online at:

<https://sbcss.k12oms.org/52-204062>

Audience

General education teachers, special education teachers, literacy specialists, and administrators.

Special Accommodation

Please submit any special accommodation requests at least fifteen working days prior to the training by notating your request when registering.

Get in Touch

Address : 17800 Highway 18, Apple Valley, CA 92307

Phone : (760) 955-3625

Email : Cory.Lopez@cahelp.org

Website : www.cahelp.org

Wearing Two Hats - Dually-Identified Children: Working Effectively with English Learners with Special Needs

Requirements from the federal and state laws dictate that children who are English learners with disabilities be provided with a linguistically appropriate IEP to achieve equitable educational outcomes. Referencing the California Roadmap and the California's Practitioners' Guide for Educating English Learners with Disabilities, these series of workshops will focus on the practices, tools, and supports for English learners. **Workshop One** will focus on the moral imperative and on what the law says about the pre-referral process, identification, and assessment procedures; **Workshop Two** will cover instructing English learners with disabilities; **Workshop Three** will cover developing a linguistically appropriate IEP and writing linguistically appropriate IEP goals; and **Workshop Four** will provide understanding of the reclassification process for English learners who are dually identified.

Presented By

Karina Quezada, Psy.D., Program Specialist

Dates

September 22, 2021
October 26, 2021
November 17, 2021
December 15, 2021

Time

Training time 1:30 - 4:00 p.m.

Location

Virtual training, a link will be forwarded to each participant prior to the training. **This training may be recorded.** In-person trainings will adhere to the Center for Disease Control's guidelines for sanitizing and social distancing.



Audience

General and special education teachers, psychologists, bilingual/ELD personnel, administrators, and speech-language pathologists.

Cost

There are no fees associated with these trainings.

Registration

Please register online at:
<https://sbcss.k12oms.org/52-202927>

Special Accommodations

Please submit any special accommodation requests at least fifteen working days prior to the training by notating your request when registering.