

# Cooperative Agreement

between

Ballard School District  
Buellton Union School District  
College School District including Santa Ynez Valley  
Charter  
Los Olivos School District  
Santa Ynez Valley Union High School District  
Solvang School District  
Vista Del Mar Union School District

under the

Santa Barbara County  
Special Education Local Plan Area

COOPERATIVE AGREEMENT FOR THE OPERATION OF SPECIAL EDUCATION  
PROGRAMS AND SERVICES BY THE SANTA YNEZ VALLEY SPECIAL EDUCATION  
CONSORTIUM UNDER THE SANTA BARBARA COUNTY SPECIAL EDUCATION  
LOCAL PLAN AREA

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 101-476, the Individuals with Disabilities Education Act (IDEA) and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the BALLARD SCHOOL DISTRICT, BUELLTON UNION SCHOOL DISTRICT, COLLEGE SCHOOL DISTRICT including SANTA YNEZ VALLEY CHARTER, LOS OLIVOS SCHOOL DISTRICT, SANTA YNEZ VALLEY UNION HIGH SCHOOL, SOLVANG SCHOOL DISTRICT and VISTA DEL MAR UNION SCHOOL DISTRICT hereinafter referred to collectively as the Santa Ynez Valley Special Education Consortium (“Consortium”), participants in the Santa Barbara County Special Education Local Plan Area.

Note: The Santa Ynez Valley Charter is hereby accepted under its respective Participating District for membership in the Santa Ynez Valley Special Education Consortium as a site-based charter school only, specifically for Santa Ynez Valley Charter at 3525 Pine Street, Santa Ynez, CA, with no satellite sites.

The Participating Districts’ agreement herein do not act to afford Santa Ynez Valley Charter participation in the governance structure of the Santa Barbara County SELPA as a local educational agency (LEA) for special education purposes.

The Participating Districts’ agreement herein confirm that Santa Ynez Valley Charter is treated as a public school of the chartering Participating District.

College School District certifies that it has and will maintain a current Memorandum of Understanding or other Agreement with its charter school, Santa Ynez Valley Charter, in accordance with the Santa Barbara County SELPA Local Plan setting forth the provision of special education services for students enrolled in Santa Ynez Valley Charter, including funding and identity of the entity responsible for such services.

WHEREAS, each Participating District’s Board of Education has approved the Santa Barbara County Special Education Local Plan and,

WHEREAS, this Agreement is written in furtherance of, in accordance with said Plan; and,

WHEREAS, the Board of Education of each of the Participating Districts has approved this Agreement, as amended, and has authorized the execution of this Agreement by an authorized agent.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

## 1. PERIOD OF AGREEMENT

This Agreement is effective beginning January 1, 2020, in perpetuity unless terminated under Article 4. This Agreement shall be reviewed for needed revisions every three years and approved by the Board of Education of each Participating District. This Agreement may also be amended by mutual consent of the parties at any time. The Agreement may be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. Participating Districts will approve any amendments within 90 days of recommendation by the Superintendents Advisory Committee.

If any Participating District's Board of Education does not approve a proposed amendment to this Agreement within 90 days of the proposal to amend, that Participating District shall be bound nonetheless by a majority agreement of the remaining Participating Districts' Board of Education.

## 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the creation of the Santa Ynez Valley Special Education Consortium ("Consortium"), an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the Consortium. The Consortium is an association of school districts who will work collaboratively to provide special education programs and services to individuals with exceptional needs who reside within the Participating Districts that comprise the Consortium. Each Participating District acknowledges that the Consortium is a collaborative effort, and that decisions made by the Administrative Unit's Board of Education and/or a majority consensus of Participating Districts must be complied with and adhered to.

## 3. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

A. Participating District – the school districts within the Consortium conducting special education programs and classes for individuals with exceptional needs. Each of the above-named School Districts is referred to herein as a "Participating District," and where the term "Participating District" is used it means each of the above referenced School District, individually and/or collectively.

B. District of Residence – the school district where the pupils attending the special education programs and/or attending classes conducted by the Participating Districts reside.

## 4. MEMBERSHIP

The Participating Districts of the Consortium are Ballard School District, Buellton Union School District, College School District including Santa Ynez Valley Charter, Los Olivos School District, Santa Ynez Valley Union High School District, Solvang School District and Vista Del Mar Union School District. Any other school district seeking to become a

Participating District of the Consortium shall submit a written request to the Consortium and the Santa Barbara County SELPA. The request will be considered by the Superintendents Advisory Committee of the Consortium. Membership shall be decided by a majority vote of each Participating District's Board of Education. Each Participating District agrees to hold the Consortium and the remaining Participating Districts harmless and to defend and indemnify the Consortium and if applicable Participating District(s) from any and all litigation and legal fees that the Participating District and/or Charter School may incur for acts and/or omissions that occurred before the effective date of Participating District's membership in the Consortium.

#### 4.1 Termination of Membership

A Participating District may resign from the Consortium by notifying the Consortium Director and the Santa Barbara County SELPA ("SBCSELPA") Director in writing of its intention to do so at least one year plus one day prior to the proposed date of its resignation.

A. Any Participating District may terminate this Agreement with prior written notice pursuant to California Education Code Section 56207(b), which states:

"The date on which the transfer will take effect may be no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the governing body . . ."

For purposes of this Agreement, the Participating Districts' fiscal year ends June 30<sup>th</sup> and therefore, prior written notice must be given to the Consortium's Director of Special Education and SBCSELPA Director on or before June 29<sup>th</sup> in order for the termination/program transfer to become effective as of July 1<sup>st</sup> for the second fiscal year. For example: prior written notice was provided on June 29, 2020; the program transfer would then be effective as of July 1, 2021 for the 2021-2022 school year.

B. A majority vote of the Participating Districts' Board of Education may terminate this Agreement with a specific Participating District with prior written notice pursuant to California Education Code Section 56207(b), which states:

"The date on which the transfer will take effect may be no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the governing body . . ."

For purposes of this Agreement, the Participating Districts' fiscal year ends June 30<sup>th</sup> and therefore, prior written notice must be given to the Consortium's Director of Special Education and SBCSELPA Director on or before June 29<sup>th</sup> in order for the termination/program transfer to become effective as of July 1<sup>st</sup> for the second fiscal year. For example: prior written notice was provided on June 29, 2020; the program transfer would then be effective as of July 1, 2021 for the 2021-2022 school year.

As recommended first by a majority consensus of the Superintendents Advisory Committee ("SAC") and then by a majority vote of the Participating Districts' Board of Education, the Consortium may notify, in writing, a Participating District and the SBCSELPA by June 29<sup>th</sup> of any given year, of its intention to discontinue services to that particular Participating

District effective July 1<sup>st</sup> of the second fiscal year pursuant to California Education Code section 56207(b).

#### 4.2 Improvement Plan

A Participating District may be required to implement an improvement plan by the Consortium as decided by the Superintendents Advisory Committee after consulting with the Director of Special Education. The resources needed to implement and meet the improvement plan goals are the sole responsibility of the Participating District that was assigned an improvement plan. Any legal fees incurred by the Participating District while the Participating District is on an improvement plan, are the sole responsibility of the Participating District until the improvement plan is met.

### 5. ADMINISTRATIVE OPERATIONS

The following provisions apply to the administrative operations of the Consortium and all entities participating in the Consortium pursuant to this Agreement.

#### 5.1 Responsibilities of Buellton Union School District

The Buellton Union School District shall act as the Administrative Unit for the Consortium. As the Administrative Unit, the Buellton Union School District shall provide the Participating Districts with the following services:

##### 5.1.1 Point of Contact

Buellton Union School District shall designate staff as a contact for the SBCSELPA, to assure a level of support necessary to address special education funding issues.

The Buellton Union School District agrees to provide a single point of contact for the SBCSELPA and Participating Districts for all business functions. Buellton Union School District shall designate the contact assigned to the SBCSELPA to work in coordination with the SBCSELPA Director. The designated personnel shall provide financial reports to the SBCSELPA and as requested, shall participate in the SBCSELPA funding subcommittee.

##### 5.1.2 Receipt and Expenditures of Specialized Funds

In accordance with the provisions of Education Code section 56205(b)(1), the Administrative Unit is responsible for receiving and expending specialized funds in accordance with the needs identified by the SBCSELPA. Specialized funds may include, but are not limited to, the following: regionalized services, mental health, and low incidence.

###### 5.1.2.1 Low Incidence Funds

Low Incidence funds are held at the SBCSELPA and are available by invoicing the SBCSELPA for appropriate low incidence purchases made by the Administrative Unit on behalf of the Consortium's IEP needs.

### 5.1.2.2 Annual Budget

The Administrative Unit is responsible for the development of an annual budget plan, which includes projected income and expenditures, for the special day classes, RSP classes and itinerant services provided in the Consortium to share with all Participating Districts in the Consortium in accordance with the recommendations of SAC and applicable law. The Participating Districts will have access to the Administrative Unit's Fund "06" via financial statements presented at monthly SAC meetings. The Administrative Unit is also responsible for the preparation of all required federal, state and local reports, and related accounting services.

Budgets shall be developed using Education Code section 42127. The Consortium shall prepare and present a Specialized Funds' operating budget to the Administrative Unit's Governance Body for approval in accordance with the guidelines of Education Code section 42127 and 42130. In no event shall the Consortium's Administrative Unit's expenditures exceed budget allocations without the Administrative Unit's approval, with the exception of increases in salaries and employee benefits and any emergency situations which may arise. All budgets including Cash Flow and Multi-Year Projections shall be developed and presented to the Administrative Unit's Board of Education to adopt and secondly to SAC to review.

### 5.1.3 Other Financial Responsibilities

5.1.3.1 Receive and allocate the AB 602 Allocation from the SBCSELPA.

5.1.3.2 Receive and allocate any federal funds received.

5.1.3.3 Receive and allocate the Local Control Funding Formula (LCFF) Entitlement per ADA rate based on the Administrative Unit's FCMAT LCFF calculator for:

A. Basic Aid Districts: Average Daily Attendance, per the SBCSELPA's final funding model for that year ("ADA"), transfers to Consortium for all students with 50% or more special education services per IEPs.

B. LCFF Districts: Average Daily Attendance, per the SBCSELPA's final funding model for that year ("ADA"), transfers to Consortium only for students with 50% or more "shared services" per IEPs.

### 5.1.4 Other Administrative Unit Responsibilities

5.1.4.1 Complete, approve and administer all agreements to which the Consortium is a Party.

5.1.4.2 Provide purchasing services, Human Resources and budget oversight.

5.1.4.3 Under advisement of the interview committee, the Director of Special Education recommends the hiring of personnel for the Consortium to the Administrative Unit. The Administrative Unit oversees and is in charge of hiring all personnel to support the needs and services of special education students within the Santa Ynez Valley.

5.1.4.4 The Director of Special Education evaluates and assigns the special education staff needed for providing special education services at individual sites based on overall Consortium fiscal and programming needs.

5.1.4.5 Maintain, revise and publish a Procedural Handbook that is reviewed and adopted by SAC and is considered an extension of this Agreement that outlines more specific programming and fiscal procedures of program management. The Procedural Handbook will also be approved by each Participating District's Board of Education along with this Agreement.

6. COMPLIANCE ASSURANCES

Each of the Participating Districts, by signature to the SBCSELPA's Local Plan has already certified that the Participating District will comply with the provisions of state and federal laws related to special education. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. Each Participating District agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, section 3021 et seq., prior to referral for special education services as specified herein.

7. RESPONSIBILITIES OF THE PARTICIPATING DISTRICTS

7.1 Coordination and Administrative Services

The Buellton Union School District shall provide administrative support for the purposes of providing required coordination and administrative services for the Consortium. The Santa Ynez Valley Union High School District will provide additional administrative support as deemed necessary.

7.2 Food Services

The Participating Districts shall provide food services to pupils attending special education programs within the district consistent with food services provided to all students within said district.

7.3 Facilities

The Participating Districts shall provide classrooms and other facilities as required to conduct the programs and classes operating within their respective district. This shall include the provision of all necessary custodial services, building maintenance, utilities, classroom furniture, and telephone and internet connections.

If additional facilities are required to conduct the programs and classes as specified herein, a Participating District may submit a request to the Consortium for additional funds to pay these excess costs according to the current Housing Procedure as located in the Procedural Handbook as referenced hereinabove.

#### 7.4 Transportation

Pursuant to the SBCSELPA Local Plan, the Consortium shall remain responsible for arranging transportation for all students with disabilities participating in Regional programs. The Participating Districts agree to share all transportation expenses associated with any NPS and/or Regional pursuant to their ADA unless a specific Participating District disagrees with the Superintendents Advisory Committee's recommendation, then that particular Participating District is solely responsible for all transportation services and costs related to any such disagreement.

#### 7.5 Assessments and IEPs

The Districts of Residence retain responsibility for conducting initial assessments to identify special education programs and classes for individuals with exceptional needs who reside within the District of Residence, and who may be eligible for special education services. The Districts of Residence retain ultimate authority and responsibility for the provision of education programs and services to its pupils regardless of which District or other entity provides the programs and services.

### 8. FUNDING

#### 8.1 Base Funding

The Consortium shall receive a proportionate share of state and federal funds in consultation with the SBCSELPA on an annual basis according to the Allocation Plan described in the Local Plan.

#### 8.2 Participating District Invoicing

##### 8.2.1. Direct Participating District Costs

The Participating Districts recognize that special education state and federal funds are not sufficient to cover the costs of providing services to children with exceptional needs. Therefore, each Participating District will be invoiced quarterly for the services provided by the special education teachers and instructional aides at the particular sites within the District for students participating in special education Programs, including the SYVSEC Structured Transitional Education Program (S.T.E.P.) for severe social/emotional needs, SBCSELPA Regional Programs and Non-Public School placements, and SYVSEC Special Day Classes (SDC) for moderate to severe student needs.

##### 8.2.2. Shared Costs

The Consortium will expend all restricted state and federal special educations funds held in the Administrative Unit's operating budget first on shared costs,

including but not limited to, the costs for administrative personnel, instructional supplies, related services personnel, and equipment, per IEP needs. The Participating Districts recognize that special education state and federal funds are not always sufficient to cover the shared costs of providing services to children with exceptional needs. Therefore, each Participating District will be invoiced for the shared costs based on their ADA per the SBCSELPA's final funding model per that year.

### 8.3 Invoicing and Payment

The Participating Districts of the Consortium will be invoiced quarterly (July: July – September; October: October – December; January: January – March; and April: April – June) by the Administrative Unit for the Direct Participating District Costs and/or Shared Costs incurred to operate the special education programs.

#### 8.3.1. Direct Participating District Costs

The first four (4) invoices indicated in Paragraph 8.3 will be based on actuals plus projections. A final invoice reflecting all actual costs will be delivered to Participating Districts by the Administrative Unit for the Consortium no later than July 31<sup>st</sup>.

#### 8.3.2. Participating District Shared Costs

Invoices indicated in Paragraph 8.2.2 will be based on actuals plus projections. A final invoice reflecting all actual costs will be delivered upon completion of the unaudited actuals reporting period to the Participating Districts by the Administrative Unit for the Consortium no later than September 30<sup>th</sup>.

8.3.3 Invoices shall include a detailed statement of annual program expenditures with supporting documentation. The Participating Districts of the Consortium shall make payment within 10 (ten) business days of receipt of invoice. If delinquent, a 10% compounding penalty will be assessed every 10 (ten) business days until payment is made in full.

### 8.4 Minimum Reserve Standard

#### 8.4.1 Administrative Unit Fund 06:

The Consortium will first expend all restricted state and federal special education funds held in the Administrative Unit's operating budget on shared costs, including but not limited to the costs for administrative personnel, instructional supplies, related services personnel and equipment, per IEP needs. The Consortium will maintain a fund balance not less than 5% retroactive to the current fiscal year of total expenditures plus transfers-out in the Administrative Unit's Fund 06 (Special Education Consortium Fund) as a Reserve for Economic Uncertainties. Upon execution of this Agreement, Consortium Business Manager will provide a reconciliation of the 5% fund balance as of July 1st. In no event shall the minimum fund balance in the Administrative Unit's Fund 06 be less than \$300,000 upon completion of the unaudited actuals. This level is fiscally prudent to protect the Consortium and the Administrative Unit from the effects of fluctuations in federal and state special education funding, program needs, and to maintain a positive cash balance.

#### 8.4.2 Special Reserve Fund 17:

In addition to Subparagraph 8.4.1 above, the Consortium will maintain a reserve balance of 4% of total expenditures plus transfers-out in Fund 17 (Special Reserve Fund) as mandated by the State of California.

#### 8.5 Funds Above and/or Below the Minimum Reserve Standard

##### 8.5.1 Funds Above the Minimum Reserve Standard:

A. Funds above the minimum reserve standard defined above in Paragraph 8.4 shall be presented to SAC upon completion of the Unaudited Actual Report each year. SAC may approve a carryover of these funds into the next fiscal year or a distribution to the Participating Districts based on the ADA of that District per the SBCSELPA's final funding model per that year. If a distribution is adopted, the funds will be reimbursed no later than October 31<sup>st</sup> after completion of the Unaudited Actuals Reporting period after approval of the Administrative Unit's Board of Education.

##### 8.5.2 Funds Below the Minimum Reserve Standard:

A. The Participating Districts recognize that special education state and federal funds are not sufficient to cover the shared costs of providing services to children with exceptional needs. Therefore, if funds fall below the minimum reserve standard, defined above in Paragraph 8.4., each Participating District shall be invoiced based on their ADA per the SBCSELPA's final funding model per that year per Paragraph 8.3.2. The funds will be due within ten (10) business days of receipt of the Unaudited Actuals Reporting period.

#### 8.6 Cash Flow Needs

In the event Consortium's Fund 06 results in a negative cash balance, the following will occur in the following order:

A. Fund 06 negative cash amount will be covered by a temporary inter-fund cash transfer between the Consortium's Fund 06 and the Consortium's Fund 17 (required 4% Special Reserve Fund). This temporary inter-fund cash transfer will be repaid within sixty (60) days.

B. If the negative cash balance exceeds the balance in the Consortium's Fund 17 (required 4% Special Reserve Fund), then a temporary inter-organizational transfer will be made between the Consortium's Fund 06 and the Participating Districts based on each District's ADA percentage, not to exceed \$400,000, collectively. This temporary inter-organizational cash transfer will be repaid to the Participating Districts within sixty (60) days. All Participating Districts' authorized signers must approve the temporary inter-organizational cash transfer in an expeditious manner to ensure that the Consortium's Fund 06 maintains a positive cash balance. In no event shall the Consortium's Fund 06 borrow solely from the Administrative Unit for cash flow purposes.

C. In the event the Consortium is unable to repay Fund 17 and Participating Districts within the 60 days as described above, the temporary inter-organizational transfer between the Consortium's Fund 06 and Participating Districts shall be repaid first.

#### 8.7 Full Disclosure

Each Participating District agrees to fully disclose to the Consortium the annual program revenues and expenditures for the special education programs that it/they operate(s).

#### 8.8 Cost Responsibility for Special Programs

8.8.1 For the SBCSELPA Regional Classes and Non-Public Schools (NPS).

The District of Residence shall pay the first 50% of its total actual per pupil cost.

Each of the Participating Districts in the Consortium, to include the District of Residence, shall pay the remaining 50% of the total actual per pupil cost based on its ADA percentage in the Consortium.

8.8.2 For the SYVSEC Structured Transitional Education Program (S.T.E.P.) (for severe social/emotional needs):

The District of Residence shall pay the first 50% of their total actual per pupil cost.

Each of the Participating Districts in the Consortium, to include the District of Residence, shall pay the remaining 50% of the total actual costs per pupil cost based on its ADA percentage in the Consortium.

Program costs will be determined by students' enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Participating Districts will be invoiced as stated above for that entire month.

If a student is assigned a fading plan, per the IEP Team, to begin mainstreaming back to their District of Residence, the District of Residence, will be invoiced as follows:

A. If the student is attending the S.T.E.P. program for 50% - 100% of their school day, then the District of Residence will continue to be invoiced at the first 50% rate.

B. If the student is attending the S.T.E.P. program for 0% - 49% of their day and is not receiving support from S.T.E.P. staff while at their District of Residence (i.e. aide support), the District of Residence will be invoiced at 50% of the first 50% rate.

Materials, supplies and related services for these students are a shared cost across all of the Participating Districts in the Consortium based on ADA percentages.

The per pupil cost is the average salary of the personnel in the program prorated by the number of students in the program.

8.8.3 For the SYVSEC Special Day Classes for Moderate to Severe students:

Each District of Residence that has a student in the class pays 100% of its per pupil cost.

Program costs will be determined by students' enrollment each month. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Participating Districts will be invoiced as stated above for that entire month.

Materials, supplies and related services for these students are a shared cost across all of the Participating Districts in the Consortium based on ADA percentage.

The per pupil cost is the average salary of the personnel in the program prorated by the number of students in the program.

8.8.4 For Mild/Moderate students, not in a Special Day Class, placed Out-of-District of Residence and in an Intra-Consortium District:

Each District of Residence pays 100% of the pupil cost based on the average special education teacher salaries prorated by the number of students on the teacher's caseload.

The per pupil cost is the average salary of the personnel in the program prorated by the number of students in the program.

Each District of Residence shall also pay 100% for any aide time required based on average salaries for aides.

Program costs will be determined by students' days of enrollment per calendar year. If a student is placed in and/or exited from the program at any time during a standard calendar month, the Participating District's invoice will be prorated as stated above per the total days of enrollment..

Materials, supplies and related services for these students are a shared cost across all of the Participating Districts in the Consortium based on ADA percentages.

## 9. HOLD HARMLESS AND INDEMNIFICATION

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold each and every other party and the Consortium harmless from any and all liability, claims, loss, damages, judgments, penalties, costs or expenses to persons or property arising out of, or resulting from, negligence

acts or omissions of the indemnifying party, including but not limited to, due process cases, IDEA and Civil Rights actions. In addition, each Participating District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Administrative Unit and each other Participating District, their officers, directors and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter as "Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Administrative Unit and/or any other Participating District and/or their Personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with the failure to comply with or adhere to the recommendations of the Administrative Unit's Board of Education and/or consensus of the Participating Districts.

## 10. INSURANCE

The Administrative Unit shall maintain a program of liability, property damage and worker's compensation insurance in amounts adequate to protect the Consortium and the Participating Districts within the Consortium as their interests may appear and as determined by the Participating Districts of the Consortium. The Participating Districts agree to the cost of that program of insurance based on their ADA percentage in the Consortium. Since each District of Residence at times will be providing transportation for individuals with exceptional needs for events such as extracurricular activities, each Participating District will maintain its own liability for auto insurance in an amount adequate to protect the Participating Districts and the Consortium as their interests may appear. Any increases in insurance cost, directly attributable to an individual Participating District, shall be charged back to that individual Participating District.

The Participating Districts recognize and acknowledge that coverage for liability, property damage and/or worker's compensation costs are a fiscal responsibility for all Participating Districts within the Consortium. Any and all unforeseen costs/rebates shall continue to be shared based on each Participating District's ADA. As well, any unforeseen costs that may arise in the future that are not specifically addressed in this Agreement, shall be reviewed at the next calendared SAC meeting as an "exception" for consensus by the Superintendents which will then be approved by the Administrative Unit's Board of Education.

## 11. DISPUTE RESOLUTION

11.1 In the event there is a dispute between any of the parties to this Agreement, said dispute shall be brought to the attention of the Superintendents Advisory Committee at the first available meeting, following knowledge of the dispute, to reach a mutual consensus. The Superintendents Advisory Committee shall discuss and mediate the issue and attempt to reach resolution. If unsuccessful, a majority consensus of the Superintendents will be taken at that same meeting or the Superintendents will mutually agree to table the item(s) in dispute to the following SAC Meeting within 30 days to make a final decision based on that majority consensus of the Superintendents and then taken to the Administrative Unit's Board of Education for approval, if required.

## 12. RECORD RETENTION AND INSPECTION

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

## 13. SEVERABILITY/WAIVER

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

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

## 14. NONASSIGNABILITY

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

## 15. INTEGRATION

This Agreement is part of the Procedural Handbook of the Consortium and, along with the provisions contained in the Procedural Handbook, whether or not repeated and included herein, and as amended from time to time, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the Consortium, and supersedes all prior Agreements, understanding and commitments, whether oral or written.

## 16. ATTORNEY'S FEES

Should any party be required to file any legal action or claim to enforce any provision of this Agreement or resolve any dispute arising under or connected to this Agreement, each party shall bear its own attorney's fees and costs in bringing such an action; however any judgment or decree rendered in such a proceeding shall include an award of costs and attorney fees to the prevailing party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth below, on this \_\_\_ day of November 2019.

\_\_\_\_\_  
Ballard School District  
Allan Pelletier, Superintendent

\_\_\_\_\_  
Buellton Union School District  
Randal Haggard, Superintendent

\_\_\_\_\_  
College School District  
Maurene Donner, Superintendent

\_\_\_\_\_  
Los Olivos School District  
Vicky Dudek, Superintendent

\_\_\_\_\_  
Santa Ynez Valley Union High  
School District  
Scott Cory, Superintendent

\_\_\_\_\_  
Solvang School District  
Steve Seaford, Superintendent

\_\_\_\_\_  
Vista Del Mar Union School District  
Randal Haggard, Superintendent