

PARTICIPATION AGREEMENT
BETWEEN CONSORTIUM MEMBER DISTRICTS
AND
WISEBURN UNIFIED SCHOOL DISTRICT
FOR OPERATION OF THE CONSORTIUM SUCCESS LEARNING CENTER

2019-20 School Year

(District Use Only)

**PARTICIPATION AGREEMENT BETWEEN
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WISEBURN UNIFIED SCHOOL DISTRICT
FOR OPERATION OF THE CONSORTIUM SUCCESS LEARNING CENTER
2019-20 SCHOOL YEAR**

This Participation Agreement is entered into as of December 13th, 2019, between the Wiseburn Unified School District (the "Lead District") and Consortium Members (each a "District Member"), including the Palos Verdes Peninsula USD (the "Member District"). All member districts are also participating in the Southwest Special Education Local Plan Area ("SW SELPA") Local Plan, but not all participants in the SW SELPA are Consortium Members. The consortium was formed at the beginning of the 2018-19 school year by the Lead District and its District members to continue to provide a Success Learning Center Program (the "Program") in the region. It was formerly operated by the SW SELPA Administrative Unit through the SW SELPA Local Plan. Refer to Exhibit 1 or a list of Consortium Member Districts.

This Participation Agreement addresses the responsibilities of the Consortium Members who wish to enroll students in the Wiseburn Unified School District Consortium Success Learning Center (the "Consortium Success Learning Center"). For the Purposes of this Agreement, the school district where the student resides is the student's ("Member District of Residence" and "District of Accountability") for special education services and reporting of the California Longitudinal Pupil Achievement Data System ("CALPADS").

In executing this Participation Agreement, the Member Districts and Lead District each agree to carry out their respective responsibilities described herein, and the Member District agrees to pay the fees and costs detailed further in this Agreement for services provided to its resident students enrolled in the Program. This Participation Agreement indicates that an Individual Service Agreement ("ISA") shall serve as an invoicing and tracking document for each student that is placed in the Consortium Success Learning Center. A Participation Agreement is active for one school year, including extended school year.

A new Participation Agreement will be required for each Member District and a new ISA will be required for each student that will be continuing their placement in the Program into the next school year. An intent to participate notification will be provided by the Lead District by January 1 to support operational budgeting and facility planning needs for the subsequent year. A Member District who determines that it will not be participating in the Consortium Success Learning Center Program into the next school year shall provide written notification to the Lead District by January 31 so that planning including certificated staff assignments can be determined to meet March 15 staff notification requirements.

TERM PARTICIPATION

This Participation Agreement becomes effective upon receipt by the Lead District of the executed original copy from the Member District and shall remain effective for the current school year including any extended school year period, as appropriate, unless amended, modified, or terminated by mutual consent of the Lead District and the Member District's Board of Trustees.

PURPOSE OF AGREEMENT

This Participation Agreement establishes the vehicle for the education of students with disabilities who reside within the SW SELPA and require specialized academic instruction (SAI) in a small group setting (Special Day Class) not available in the District of Residence or Regionalized Programs offered by SW SELPA Districts. It defines the duties and responsibilities of the Lead District and Member Districts and the billing methods and agreements between these entities for program participation.

DEFINITIONS

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

CALPADS -California Longitudinal Pupil Achievement Data System. CALPADS is the CDE's required data management system.

Lead District: The LEA operating the special education programs and classes for students with disabilities.

District of Residence and/or District of Responsibility- Pursuant to Education Code section 48200 et. seq., the school district in which the pupil resides. For charter schools operating as LEA for purposes of special education, the charter shall be the de facto district of residence for all pupils enrolled in the charter.

District of Accountability- The District of Residence that remains accountable for compliance and for the offer of a free and appropriate public education (FAPE) for its students attending the Success Learning Center Program. CALPADS requires this terminology for data tracking purposes.

WUSD- Wiseburn Unified School District or Lead District hosting and managing the Consortium program.
Success Learning Center Program- Special Day classes (Mild to Moderate) serving students in grades 6-12, located within the Lead District facilities.

FAPE- Free and appropriate public education offered to student as part of the Individualized Education Plan.

IEP- Individualized Education Program developed by a multi-disciplinary team outlining the eligibility, present levels of performance, unique needs, placement, and specialized services and accommodations and modifications to support a student's access and progress toward the general education curriculum.

ISA -Individual Service Agreement. A form which identifies the specific service needs of the student that will be used as a mechanism for final billing.

SDC-Special Day Class defined as a small class setting utilizing small group and individualized instruction taught by a credentialed special education teacher.

PROGRAM OPERATIONS

The Lead District shall serve as the designated operator of the Program and will work collaboratively with the Consortium Members in accordance with this Participation Agreement.

The Lead District will be granted authority for students enrolled in the Consortium Success Learning Center Program as the District of Service from the date the student enrolls until the date they exit the program. It is the expectation of the Parties that the Lead District's administrators will communicate with each student's District of Residence's administrator or designee, progress towards meeting goals and objectives and whether the student is receiving educational benefit from enrollment in the program. Consortium members will be responsible for reviewing and approving the costs for services as outlined in the budget recommended by the Lead District staff. This shall include costs for professional development and instructional supplies as outlined by the Lead District in order to meet its certificated members per union contract or local budget practice. Refer to Appendix 2 for details.

The Lead District will appoint a Principal, who, along with other Lead District personnel, including the Assistant Superintendent, Student Services, will provide the Consortium Success Learning Center Program with supervision and oversight. The Success Learning Center Principal or authorized agent shall meet regularly (i.e. monthly, unless otherwise agreed upon by the Parties) with representatives of the District Members, in order to conduct its regular business, and will evaluate program capacity and make recommendations to its District Members as appropriate. Each Member District may decide, in its discretion, which representative(s) from its district will be most appropriate to attend this regular or monthly meeting. Member Districts will participate in these meetings via teleconference or face to face. Member Districts who do not participate in monthly meetings will obtain information shared and recommendations from the Principal and/or Lead District administration.

The Lead District agrees to allow Member District students to enroll in the Success Learning Center programs under the following conditions:

1. The District of Residence agrees that it remains the LEA responsible for providing placement and services to all students enrolled by the District of Residence, including those students attending the Success Learning Center.
2. The Success Learning Center Program requested has space available.
3. The Parties agree that the Success Learning Center will not be offered to a student enrolled in a Member District in an IEP team meeting without the express agreement of the Lead District. The District of Residence agrees to invite a representative of the Success Learning Center to any IEP team meeting where the Success Learning Center will be discussed and/or offered. The Lead District agrees to participate in such meetings.
4. The Parties understand and agree that for any time there is not space in a requested Success Learning Center Program for a particular student, or the Lead District does not believe the Success Learning Center Program requested is appropriate for a particular student, the District of

Residence will remain responsible for providing appropriate placement and services to the student, and the Lead District shall have no responsibility to provide such a placement.

5. An IEP team meeting shall be convened by the District of Residence and Lead District at least annually to evaluate: 1) the educational progress of any student attending the Success Learning Center, 2) whether changes to the student's IEP are necessary, and 3) whether or not the Success Learning Center Program continues to be the least restrictive environment for the student. Except as otherwise provided in this Participation Agreement, the Lead District and District of Residence shall participate in all IEP team meetings regarding a Member District student placed in a Success Learning Center Program. At any time during a student's placement in a Success Learning Center Program, the student's parents, the Lead District, or District of Residence may request a review of the student's IEP, subject to all procedural safeguards required by law. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the student's parent(s) or guardian(s), the Lead District, and the District of Residence.
6. Within five (5) school days after the Lead District becomes aware of a Member District student's change of residence, the Lead District shall notify the District of Residence of the student's change of residence. Upon enrollment, the Lead District shall notify parents in writing of their obligation to notify the District of Residence of a student's change of residence. The Lead District shall maintain, and provide upon request by a Member District, documentation of such notice to parents.
7. The Lead District shall immediately report, by telephone, to the District of Residence when a student is withdrawn from school and/or services, including student's change of residence to a residence outside of District of Residence's service boundaries.
8. The Lead District shall notify the District of Residence no later than the tenth (10th) cumulative day of a student's absence.

CERTIFICATED & CLASSIFIED STAFFING

1. The Lead District shall contract or employ certificated staff who are certified by the California Commission on Teacher Credentialing or other state licensing agents appropriate to the services offered at the Consortium Success Learning Center. These may include but are not limited to positions such as Special Day Class teachers, Speech/Language Pathologists, School Psychologists, and/or School Counselors.
2. The Lead District shall contract or employ classified staff including but not limited the positions Occupational Therapist, School Secretary, Instructional Aides, and Grounds/Maintenance.

FACILITIES

The Lead District shall ensure the safety, health and well-being of all students enrolled in the Consortium Program. Repairs and maintenance shall be provided by the Lead District employees or contracted agents.

Repairs required for the safety and health of pupils and staff shall be made by the Lead District housing the program without advance approval of the Member Districts. Member Districts shall be notified if facility needs are impacted by needed repairs or maintenance. The Lead District certifies that the facilities provided are in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal Register (May 1982). The Lead District certifies that its employees and contractors are trained in the use of hazardous materials used near the classroom and that a central file of Hazardous Material Data is maintained by the Lead District and is accessible in emergency situations. The Lead District also certifies that the facilities utilized for the Success Learning Center are compliant with the Americans with Disabilities Act.

FISCAL RESPONSIBILITIES

The Lead District will function in its capacity as a primary fiscal agent for the Consortium Member Districts and serve as the fiscal agent for the Consortium Success Learning Center. As fiscal agent, the Lead District will maintain up-to-date financial records specific to the operation of the Consortium Success Learning Center and provide annual financial reports to the Consortium Member Districts. Additionally, the Lead District will make financial records available to Member Districts upon request.

The Success Learning Center Program cost structure is based on a shared cost model. The Lead District will calculate an estimated annual cost per pupil and provide its Member Districts with budget projections based on good faith estimates of expenditures. Year 1 (2018-19) costs will be higher than normal due to the initial start-up costs. Year II (2019-20) and beyond may operate at a lower cost unless special requests such as additional facility and/or staffing needs are approved by member districts governance structures. Based on CALPADs requirements, the Lead District will report and receive the Annual Daily Attendance ("ADA") for students enrolled in the Success Learning Center Program.

The District of Residence is responsible to the Lead District for payment of a proportional share of the total cost of Success Learning Center personnel salaries and benefits, and all costs related to the operation of the Success Learning Center. Due to regulations of the California Department of Education, the District of Service (WUSD), will collect the Average Daily Attendance ("ADA") for each student. The Lead District will calculate the ADA generated by each individual student and, at the final billing in August, provide a credit to the District of Residence for Local Control Funding Formula revenue received, as generated by individual student attendance. In addition, the Lead District will calculate the lottery funding that is received per ADA and include a funding credit to Districts. See below for example calculation:

John Smith-attended 175 days out of 180, or 97.2% attendance rate

2018-19 Current Lead District LCFF Projected Funding per ADA= \$8,121

\$8,121

X 97.2%

\$7,894 to be applied to final invoice as a credit

2018-19 Projected Lottery funding = \$561,659
ADA listed on Lottery apportionment correspondence= 2,564

\$561,659

/ 2,564

\$219 to be applied to final invoice as a credit

2018-19 Estimated per student cost for SLC = \$35,550

\$35,550 (7,894)

(219)

\$27,437 is final cost

FISCAL REPORTING AT YEAR END CLOSE

The Lead District will provide detailed reports of annual expenditures, such as LAGL 019 reports and LAGL 037 reports to Member Districts at the close of the fiscal year or when requested by Member Districts.

Any and all revenue allocated to the Success Learning Center Program will be placed in a Consortium Success Learning Center account and will be reviewed annually by the Consortium Fiscal and Program Committees. Member Districts have the right to examine and audit all of the books, records, documents and procedures that reflect costs claimed relating to this Participation Agreement, upon request.

FACILITY COSTS

The Lead District will serve as the host site for the Consortium Success Learning Center Program and will be reimbursed for a facility fee (the "Facility Fee") by participating Member Districts for use of the facilities at the rate of twelve dollars (\$12.00) per square foot. Such Facility Fee shall not be paid on a per student basis, but rather as a flat rate per participating Member District.

In the event the Lead District is required to relocate the Consortium Success Learning Center Program from the existing Lead District site to another Lead District location, the Lead District shall collaborate with the Member Districts in advance of the move to discuss facility options, costs for move and other notifications required (i.e. Notification to Parents/Guardians re: transition for IEP needs).

NON SELPA MEMBER ACCEPTANCE

At the recommendation of the Lead District staff to the Consortium Member Districts any new non-SW SELPA member may be permitted to participate in the Consortium Success Learning Center Program if capacity and class size indicate placement would not negatively impact the ability of Member District's current or future placements in the Consortium Success Learning Center Program.

RESPONSIBILITIES-INSTRUCTIONAL MINUTES

The Lead District will operate the Consortium Success Learning Center Program for grades 6-12. The weekly total number of instructional minutes, excluding recess, lunch, passing periods, and any other

non-- instructional time, shall coincide with the grade level prescribed by the student's IEP, which outlines each Student's offer of a free and appropriate public education per the District of Residence/Accountability. The District of Responsibility shall determine the instructional minutes for each student based on grade level requirements per Education Code. The Consortium Success Learning Center Program shall not exceed one hundred eighty (180) regular school year days in duration, plus twenty (20) extended school year days, in any one calendar year, and will be determined by the Lead District's approved master calendar. Dual enrollment options for students enrolled in the Consortium Success Learning Center Program and other programs offered through his/her District of Residence/Accountability will be discussed at IEP team meetings and Success Learning Center staff shall rely on Member District recommendations in order to meet the specified minimum instructional minutes.

CLASS SIZE

The Lead District shall operate the Consortium Success Learning Center Program so that all 6-12 grade class sizes shall not exceed a ratio of one teacher per 12 students based on a period by period attendance calculation. Class size may be temporarily increased to one teacher per 15 students per period when necessary, due to circumstances such as mid to end of the year referral points in the school year. Approval from the Member Districts shall be required in order to permanently increase any class size for a single instructional period of longer than three months. Support to the Success Learning Center classroom during this class size increase may include additional instructional assistants, and/or short-term substitute teacher assignments until the Member Districts and Lead District meet to review the budget expenditure for expansion of an additional permanent certificated teacher(s). The Lead District shall be responsible for the diligent hiring of any additional required teaching personnel in order to meet the above described student to teacher ratios. Notwithstanding any other provision in this Participation Agreement, each student will be subject to federal and state laws governing special education, including, but not limited to, applicable "stay-put" rights.

PROGRAM OPERATIONS

STATE TESTING

Each Member District is responsible for assuring its own students are tested to meet the California Accountability Model and required assessments for CDE submittal and identification for the School Dashboard. Management of assessment, such as identifying, ordering, and material collections, are met and coordinated with the Lead District Principal and administration. The Lead District will allow for the assessment of the students enrolled in the Consortium Success Learning Center Program on all required testing, as indicated by the CDE, and as requested and scheduled by the Consortium Member Districts. Each District of Residence/Accountability will be responsible for reporting its own students in its databases per CALPADS and district policies.

OFFER OF FAPE

Each student's Member District of Residence shall be ultimately responsible for ensuring that all of its resident students enrolled in the Success Learning Center Program are provided a FAPE, as required by federal and California law. However, the Lead District understands and agrees to implement each student's IEP, as written and agreed upon.

LEGAL PROCEEDINGS, DUE PROCESS/COMPLIANCE

When the Lead District and/or District of Responsibility become aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator of the other party, in writing.

The District of Residence and Lead District will cooperate fully in the processing of hearings and complaints, settling or defending of them. If legal representation is required, the District of Residence and Lead District may choose representation of choice, at their own expense. The District of Residence and Lead District shall share liability for the outcome of any hearing and/or complaint proportional to each party's responsibility identified in the written outcome or as determined via settlement agreement (District of Residence shall be responsible for the offering and making available of a FAPE, and any claims associated therewith. The Lead District shall be responsible for implementation of the IEP related to placement and services provided through the Success Learning Center, and any claims associated therewith).

SETTLEMENT AGREEMENT NEEDS, EXTRAORDINARY COSTS & UNIQUE SERVICE REQUESTS

Each Member District must approve and arrange for any extraordinary costs for services such as transportation, or unique contracted DIS services. Specialized service agreements made through settlement agreements shall be the responsibility of the Member District, except for compensatory education offered as a result of the Lead District's failure to implement placement and services provided through the Success Learning Center. Service providers through these settlement agreements shall report to the Lead District Principal for assistance in accounting of their service minutes, logs or other compliance needs set forth in any settlement agreement with the Member District. Oversight for these unique services per settlement agreement shall be the responsibility of the Member District.

The Lead District and student's Member District of Residence will coordinate and provide unique Designated Instruction and Services ("DIS") offered through the student's IEP that are not part of the existing program. These may include services such as Low Incidence services (vision services, deaf/hard of hearing services, etc.), Traumatic Brain Injury, Assistive Technology, highly specialized speech/language and AAC devices. If subcontractors or Member District employees or agents are providing identified services to students enrolled in the Success Learning Center, the District of Residence/Accountability shall fully comply with the provisions of the Education Code Section 45125.1. Compensatory service costs relating to the offering or making available of a FAPE, as defined by law, will not be billed to the Lead District or the Success Learning Center if such services are not agreed upon and listed in the student's ISA at the time of the placement.

Advanced notice to the Lead Districts Principal is required prior to observation of the Success Learning Center and/or provision of designated instruction and services while students are enrolled in the Consortium Success Learning Center Program.

COMPLAINTS

The Member District will be primarily responsible for reviewing, vetting and identifying the proper complaint response procedure with regards to any complaint filed with a Member District, the *State*, the Office for Civil Rights or other state and/or federal agency and pertaining to a student who resides in the Member District. Lead District and Program staff shall cooperate to the fullest extent required, as requested by the Member District, in the investigation and provision of documentation related to any such complaint. The Lead District and Member District will seek to promote and implement collaborative problem solving and complaint resolution techniques in responding to and resolving any such complaints.

A Member District shall be entitled to access all documentation and any other materials that are managed, kept or otherwise in the possession of the Lead District and relate to its student. The Lead District shall promptly comply with all requests for such documentation within a specified timeframe which allows the Member District to comply with its legal obligations, including any applicable deadlines.

BEHAVIORAL INCIDENT MANAGEMENT & STUDENT DISCIPLINE

Students enrolled in the Consortium Success Learning Center Program shall receive disciplinary procedures consistent with Lead District and SELPA policies and procedures, and in compliance with state and federal law and regulations. When the Lead District Principal seeks to remove a student from the Success Learning Center placement for disciplinary reasons, the Lead District principal shall submit a written discipline report to the Member District Special Education Administrator. A manifestation determination review will be held and adjustments in the IEP will occur as appropriate, prior to a disciplinary change of placement. The Member District will participate in the IEP team meeting following disciplinary actions which may include a possible change of services or placement, including a recommendation for expulsion. Member Districts will enter the discipline data into the Member District's Student Information System to meet state and federal reporting requirements.

A behavioral incident report form shall be provided by the Lead District Principal to the Member District within 2 days for infractions that may result in a student removal, suspension or recommendation for expulsion. Formal suspension notices shall be forwarded by the Lead District Principal to the Member District within 1 day of the infraction. Refer to Appendix 5 for details.

GRADUATION REQUIREMENTS/DIPLOMAS or CERTIFICATE OF COMPLETION

Per California Education Code section 49066 (b), Consortium Success Learning Center Program teacher(s) will issue grades for students enrolled in the courses identified in the Individualized Education Plan (IEP) and offered at the Consortium Success Learning Center Program. Each Member District will attend all IEP team meetings and make recommendations based on Success Learning Center staff input if changes to graduation requirements for the student are requested or required (i.e. certification of completions vs.

Diploma track). Additional assessment information may be required to make these course determinations when a student's program or diploma status is to be changed. Assessment plans will be generated by the Lead District Principal at the request of the Member District to review these needs. Staff assigned to these assessments will be determined at that time.

Progress reports, report cards, transcripts and other necessary documentation, as requested, shall be provided to the student's Member District by the Lead District for review. Certificate of completion, graduation processes and/or issuance of final transcripts and diplomas will be the responsibility of the Member District. The Member District shall issue a final certificate of completion or diploma, as determined by its Member District's Board Policies.

The Lead District shall be responsible for helping to identifying diploma bound students that are at risk of failing to meet the required course of study and shall work in cooperation with the student's Member District and the student's IEP team to assist the student in making appropriate progress.

All courses offered through the Consortium Success for Learning Program shall comply with the course of study approved by the student's Member District. All courses offered to diploma bound students will be A-G approved to the satisfaction of each student's Member District. The Lead District and each student's Member District will cooperate to ensure that all courses in which a student is enrolled comply with the graduation requirements of the student's Member District of Residence. If course offerings do not meet the District's A-G approved course or other district needs, the Member District of Residence will work with the IEP team to determine other options. Students enrolled in the Program will graduate with diplomas from each student's Member District of Residence following credit verifications. Graduation activities and diploma conferences shall be managed through collaboration with each student's Member District of Residence.

Senior activities including 8th grade promotion and 12th grade graduation celebrations are offered to participating Success Learning Center enrolled students and parents as an option when students elect not to participate in their district graduation or senior events.

INSURANCE

The Lead District represents that it is insured in compliance with the laws of the State of California, that the insurance covers its employees acting within the course and scope of their respective duties and that its insurance covers the indemnification obligations imposed by the Member District. The Lead District agrees to provide a certificate of insurance naming each Member District as an insured party on the Lead District's insurance policy. The Lead District shall maintain a minimum level of insurance as follows:

Limit of Coverage: \$50,000,000 ultimate net loss of each occurrence

Retained Limit: \$5,000,000 ultimate net loss each occurrence

FOOD SERVICE PROGRAM

The Lead District and the Consortium Success Learning Center Program shall satisfy the mandates of the State Meal program under the Education Code. Member Districts shall provide any documentation requested in order to substantiate participation in the State Meal program. Student's eligible for food service (free/reduced lunch) shall be entered into the Lead District database by October 1. Food services shall be provided for students in need of meals at the rates established by the Lead District.

DISTRICT MEMBER RESPONSIBILITIES FEES/BILLING

Member Districts participating in the Success Learning Center Program must sign this Participation Agreement and approve an estimated annual placement fee (the "Annual Placement Fee") of **\$37,000 for each student** for a single school year to support program operations. The Annual Placement Fee shall be prorated as described in section III (4), below, for students who leave the Program before the end of the annual period. The total *costs* for the Program will be based on a shared cost model for other overall program needs.

PAYMENT SCHEDULE

An advance payment of **\$20,000 (the "Advanced Fee")** will be due at the time of student placement (no later than September 30) to support cash flow needs. A portion of this advance payment will be refunded to a Member District whose resident student attends the Program for a period of time less than the annual period, if the fees for that period are less than \$15,000, cumulatively. Such a refund shall be processed no later than thirty (30) days after the student leaves the Success Learning Center Program. The final payment based on actual costs will be required by August 31st of the year following the student's placement in the Program. Refer to budget Exhibit A.

Following enrollment, the Advanced Fee or Special Advanced Fee, as applicable, must be paid via commercial warrant payable to Lead District for each student placed in the Program. Such fee will be used for Program costs as revenue to offset the Program's final unreimbursed cost billing. Such advance payment will allow for cash flow needs of the Program.

FEE /PAYMENT FOR NON SW SELPA MEMBERS

Non-grandfathered Member Districts who are not SW SELPA Local Plan Members who are approved to enroll students in the Program will pay an up-front advanced fee of **\$ 25,000 (the "Special Advanced Fee")** for each seat reserved during a single school year. A final payment of \$37,000 based on estimated shared costs will be due on August 31st of the year following the student's placement in the Program.

RATES FOR STUDENTS ENROLLED FOR LIMITED PERIOD

A prorated rate (**\$ 200.00 daily rate**) will be calculated for students placed in the Program for less than then 90 days.

RATES FOR STUDENTS ENROLLED FOR A START DATE OF EXTENDED SCHOOL YEAR (ESY)

Due to the shared cost structure which includes ESY fees as part of the annual rate, students referred to begin their initial enrollment date at SLC in ESY (June-July) will be charged separately. A prorated rate of **\$100.00 daily rate** will be specified on a separate ISA for this period.

FEE/PAYMENT FOR NEW LEA's BEGINNING IN 2019-20

If a district or charter school was not participating in the commencing year of 2018-19, a **one-time fee of \$7,000** is required in order for the founding Districts to recoup one-time start-up costs that the founding Districts co-funded. This one-time fee will be required only once for District's and charter schools who were not part of the original 2018-19 originating Districts. The one-time fees will be reserved in the ending fund balance so that when additional materials/supplies/equipment are required, funds will be available. (Materials/supplies/equipment not deemed as ongoing for the operation of the instructional program). Examples of these materials/supplies/equipment would be to replace a copier, replace flooring, painting of the classrooms/ building, etc.

Beginning in the second year of operation, 2019-20, the lead district will have developed a budget with input from participating districts and charter schools so that the program operates with an appropriate level of surplus so that expected replacement costs of materials/supplies/equipment would be included in the annual costs. The purpose of operating the program with an appropriate level of surplus is to amortize replacement costs over a period of years, rather than have one year in which there is a spike in costs, due to a large one-time replacement cost.

Founding districts and charter school will be listed in this Agreement at the close of the 2018-19 school year, as they will have co-founded the original one-time start-up costs.

INCLUSION REQUESTS -LEAST RESTRICTIVE ENVIRONMENT

IEPs for students who are placed in dual enrollment settings within their Member District programs shall be reviewed by the Member District Special Education Administrator(s) to determine the least restrictive environment and a possible transition to return to district programs.

It is the understanding of the Member Districts that the lead District will not place non-lead District resident students in mainstream, special education or general education settings within the lead District programs (6-12) due to enrollment impact and capacity needs. Students who exit the lead District program may apply to enroll in the 6-12 lead District programs through the Inter District Permit Release processes or Charter School lottery processes as outlined in the lead and Member District Board Policies.

ATTENDANCE VERIFICATION OR CHANGES TO STUDENTS ATTENDANCE

The Lead District will provide monthly attendance verification to the Member District and any other required authority in accordance with Lead District established processes. Member Districts shall notify the Lead District within 30 days if a discrepancy exists between Member District reporting and Lead District attendance reports. Parents and guardians of the Member District's student will be notified of the need for enrollment verification to meet District of Residence requirements for attendance.

RECORD RETENTION

The Lead District Chief Business Official, Program Director and the Member District's designee(s) shall sign the Participant Agreement, and an original executed copy shall be maintained in the Lead District's Business Office for audit needs. Consortium Districts shall maintain copies of the Participant Agreement for district budget accounting and audit purposes. All records shall be kept and maintained by the Lead District for a period of no less than five (5) years after final payments pursuant to this agreement.

ENROLLMENT PROCESSES

Consortium Member Districts shall adhere to the approved Consortium Success Learning Center referral, eligibility, intake, enrollment and exit procedures. Students shall not be referred to the Program unless there is a signed Participant Agreement in place and an agreement addressing the Annual Placement Fee for that year. Refer to Appendix 7 for details.

The Consortium Success Learning Center Referral Team will determine that a referred student meets the program eligibility criteria. Non- SW SELPA districts shall submit a Specialized Placement Permit to the Lead District Assistant Superintendent & Chief Business Official for review. The Specialized Placement Permit must indicate an agreement to pay the Special Advanced Fee and final actual costs associated with each student for that year. Space availability may prohibit non SELPA placement consideration.

INDEMNIFICATION

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

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

TRANSPORTATION

Student Transportation is the responsibility of a student's Member District of Residence/Accountability. Lead District will notify District of Residence/Accountability in writing of any transportation delays, changes that are occurring that impact the program or student's access to the program. These reports shall be sent to the District of Residence/Responsibility for vendor contract review.

INTERNAL DISPUTES

For disputes between the parties to this Agreement, said dispute shall be resolved by following an informal dispute resolution process. Lead District will arrange for an ADR consultant to provide services in order to resolve the issue. Costs for an ADR consultant attributed to this process will be shared by Member Districts. Representatives of the Consortium Superintendents' or Financial Council shall be informed and invited to participate in the dispute process to support resolution. Termination of the Participation Agreement may be a means to resolve the dispute. Students enrolled in the program shall be the responsibility of the District of Residence/Accountability and shall not be considered "stay-put" when termination of the Agreement is recommended by the member districts.

SEVERABILITY/WAIVER

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

No waiver of any provision of this Participation Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver.

NON-ASSIGNABILITY

No party to this Participation Agreement shall in any manner, directly or indirectly by operation of the law or otherwise, assign, transfer or encumber this Participation Agreement or any portion hereof any interest herein, in whole or in part, without the prior written consent of the other parties. If consent is not given by the other parties, to assign, transfer or encumber this Participation Agreement, such actions shall be deemed automatically void.

INTEGRATION

This Participant Agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Participation Agreement and supersedes all prior Agreements, understandings and commitments, whether oral or written. This Participation Agreement shall not be amended in any way except by a writing, expressly purporting to be such an amendment signed and acknowledged by all the parties hereto.

APPROVED AND ACCEPTED:

BY: _____

District: Palos Verdes Peninsula USD

Authorized Administrator

Date:

BY: _____

Lead District: Dave Wilson, Chief Business Official

Date:

By: _____

Lead District: Mary P. Ring, Assistant Superintendent

Date:

APPENDIX 1

**SLC CONSORTIUM DISTRICT MEMBERS
2018-19**

TORRANCE UNIFIED SD

REDONDO BEACH USD

EL SEGUNDO USD

MANHATTAN BEACH USD

NEW WEST CHARTER SCHOOL

INGLEWOOD USD

DA VINCI SCHOOLS

WISEBURN USD

CENTINELA VALLEY UHSD

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

APPENDIX 2

2018 - 19 PROJECTED BUDGET & APPROVED EXPENDITURES

SLC participating districts:

Atkins Valley High School District	1
Vine School	4
Regundo Unified	3
Manhattan Beach Unified	3
West Charter	1
Orange Unified	5
Inglewood Unified	1

18

18-22 program participating districts:

Wiseburn Unified	3
Da Vine Schools	1
Inglewood Unified	1
	<u>5</u>

A regionalized program estimated cost is \$70K + transportation

Summary of One-Time Up Front Costs

22,900 SKC Company -- Relocation and setup of portables
14,900 SKC -- site prep work (grading)
15,446 KVA -- New Flooring
14,900 State Electric- establish electrical connections

SLC Program

The District will invoice each participating District once an MOP has been signed.
The initial invoice will be \$20,000 per placement. The District will submit a final invoice at the end of the close of fiscal year for all remaining actual costs.

Ages 18 - 22 Program

The District will invoice each participating District once an MOP has been signed.
The initial invoice will be \$80,500 per placement. The District will submit a final invoice at the end of the close of fiscal year for all remaining actual costs.

Indirect cost rate of 4.09% (CDE approved rate for 2018-19)

68,146

APPENDIX 3
PROGRAM DESCRIPTION FLYER

PARENT TRAININGS

Parent trainings are offered at SLC on a regular basis on a variety of topics such as:

- ☛ Implementing Homework Routines
- ☛ Understanding Behavioral Expectations
- ☛ Navigating Through Special Education
- ☛ Positive Parenting in the Home
- ☛ Self Regulation and Emotional Control for Children with Special Needs



ASSESSMENTS

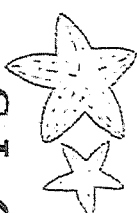
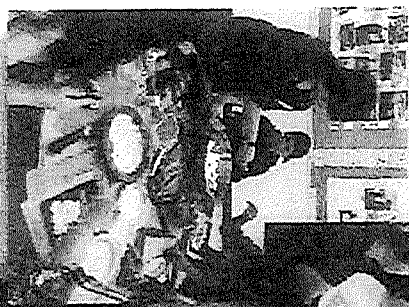
The Success Assessment Center provides comprehensive assessments for elementary through high school students along with sound recommendations provided by fully credentialed and experienced professionals. We are committed to identifying each child's unique educational needs in the determination of eligibility for special education services. Our goal is to work collaboratively with school districts and families to help students reach their highest potential.



PROGRAM OVERVIEW

Integrated supports are part of SLC's school day designed to foster continued student success:

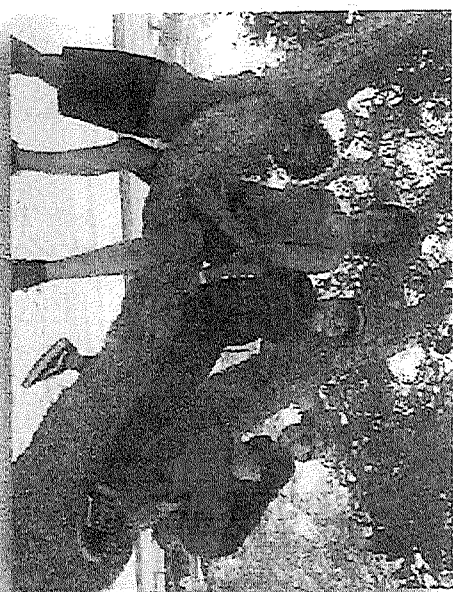
- ☛ Social Skills Lessons
- ☛ Conflict Resolution Skills Lessons
- ☛ Individualized Math and Reading Interventions
- ☛ Customized Curriculum
- ☛ Sensory Support Areas
- ☛ Tailored Sensory Programs
- ☛ Positive Behavioral Support Programs
- ☛ Weekly Collaboration between Staff to Promote Student Achievement
- ☛ Classroom Technology with Interactive SMART board and Classroom Computers



SLC

SUCCESS LEARNING CENTER

School Placements:
Middle through High School
Assessments:
Elementary through High School



13530 S. Aviation Blvd.
Hawthorne, CA
90250

For additional information
contact: (310) 982-4301



Success Learning & Assessment Center (SLC) is an intensive educational program and evaluation option. Students residing within the SW SELPA area with a special education eligibility who may require a more restrictive setting or intensive service needs can be referred through SELPA procedures.



OUR MISSION

- ☞ Making data driven decisions based on assessment
- ☞ Utilizing evidence-based practices as outlined by the National Professional Development Center (NPDC) and California Autism Professional Training and Information Network (CAPTAIN)
- ☞ Providing a positive learning environment
- ☞ Encouraging student independence and self-management
- ☞ Promoting problem solving and social skills
- ☞ Supporting students in order to be
- ☞ Productive members of the community
- ☞ Providing meaningful instruction which leads to meaningful outcomes

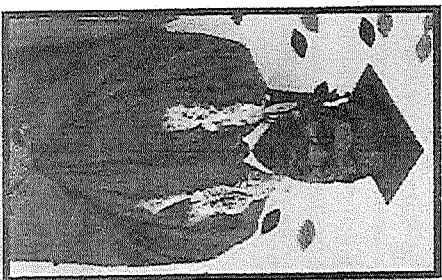
PROGRAM DESCRIPTION

- ☞ Intensive educational program option for special education students in middle and high school who require a small structured setting.
- ☞ Collaborative and comprehensive team approach to support students which includes regular meetings and parent training opportunities
- ☞ Highly trained staff that strives to build positive relationships with families.
- ☞ Partner with local regional centers and educational and community agencies to support students and families.

☞ Offer comprehensive assessments from a team of professionals along with recommendations to IEP teams.

☞ Collaborative approach to design individualized education programs for students including regular meetings and training opportunities.

☞ Positive relationships with families through respect of each parent's knowledge and priorities, on-going communication, and supporting parents in implementing strategies across settings.



FOUNDATIONAL METHODOLOGIES AND INSTRUCTIONAL SUPPORTS



☞ Applied Behavior Analysis (ABA)
ABA is the process of systematically applying interventions based upon the principles of learning theory to improve socially significant behaviors to a meaningful degree and to demonstrate that the interventions employed are responsible for the improvement in behavior. (Baer, Wolf, & Risely)

☞ Self-Management
Self-management is an intervention that teaches learners to independently regulate their own behavior and to discriminate between appropriate and inappropriate behaviors, accurately monitor and record their own behaviors, and reinforce themselves for behaving appropriately. (NPDC)

☞ Social Skills Training
Social skills training involves group or individual instruction designed to teach learners to appropriately interact with typically developing peers. (NPDC)

☞ Visual Supports
Visual Supports are concrete cues that provide information about an activity, routine, or expectations and/or support skill demonstration. (NPDC)

☞ Positive Behavior Support
Positive Behavior Support (PBS) is designed to eliminate challenging behaviors and replace them with pro-social skills. (NASP)

APENDIX 4
BEHAVIORAL INCIDENT REPORT



SLC
SUCCESS LEARNING CENTER

Incident Report

Student's Name:
Location:
Report Prepared By:

Date:
Time:

**The above-named student has exhibited the following behaviors or actions
(check as many as apply):**

- | | |
|--|--|
| <input type="checkbox"/> Disruption or obstruction of teaching | <input type="checkbox"/> Student injury |
| <input type="checkbox"/> Excessive disobedience or defiance toward staff | <input type="checkbox"/> Physically threatening another student/staff |
| <input type="checkbox"/> Throwing items, including furniture | <input type="checkbox"/> Left campus or designated area without permission |
| <input type="checkbox"/> Excessive Horseplay | <input type="checkbox"/> Harassment due to race/sexual orientation |
| <input type="checkbox"/> Bullying/teasing/taunting classmate | <input type="checkbox"/> Violation of cell phone policy |
| <input type="checkbox"/> Attempted or actual theft of and/or damage to property | <input type="checkbox"/> Possession or use of cigarettes, alcohol, or illegal drugs/ controlled substances on school property. |
| <input type="checkbox"/> Disorderly, lewd, indecent, or obscene conduct | <input type="checkbox"/> Verbal threat another student/school personnel |
| <input type="checkbox"/> Physical assault/Fighting with another student | <input type="checkbox"/> Possession or use of firearms, explosives, dangerous chemicals, or other weapons on school property. |
| <input type="checkbox"/> Sexual Harassment/sexually inappropriate language toward another student/school personnel | <input type="checkbox"/> Theft or other abuse of computer time/usage. |
| <input type="checkbox"/> Sexually inappropriate behavior/contact | <input type="checkbox"/> Other: |

Describe the behavior or incident (use additional sheets if necessary):

Actions Taken (check as many as are relevant):

- Verbal redirection or reprimand given
- Immediate intervention by staff member required
- Student offered a time-out/break
- Student removed from classroom
- Student was made aware of the nature of the offense
- Referral to administrator for disciplinary action
- First Aid administered/Attended to injury
- Student encouraged to use coping strategies
- Student referred to counselor/clinical team member
- Informal talk with student by teacher/administrator
- Appropriate disciplinary actions explored with team
- Staff debriefed/reviewed incident with student(s)

Additional information/Comments:

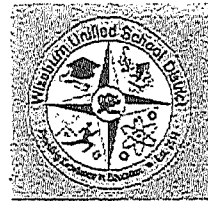
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Outcome/Follow-up (check as many as are relevant):

- Parent/guardian notified via phone/email
- Administrator conferred with staff members/student
- Written/verbal apology
- Work detail (campus/classroom clean-up)
- Doctor/Hospital notified
- Loss of points privileges
- Loss of free time
- In-school suspension
 - Days Suspended:
- At-home suspension
 - Days Suspended:
- Law enforcement contacted
- Emergency IEP recommended
- District representative contacted
- Student sent home
- Parent/family outreach/referral
- Peer mediation/Problem-solving meeting
- Behavioral contract established
- Incident debriefing with student body
- Parent/Teacher conference recommended
- Behavior Support Plan consulted/amended

Teacher/Counselor/Staff Signature: _____

APENDIX 5
SUSPENSION NOTICE



Wiseburn USD Success Learning Center

Student Suspension Notice

☐ SPECIAL EDUCATION STUDENT ☐ 504 STUDENT ☐ GENERAL EDUCATION STUDENT

NAME OF PUPIL: _____ GRADE: _____ DATE OF REPORT: _____

METHOD OF NOTIFICATION OF PARENT/GUARDIAN:

Reason(s) for Suspension (Ed. Code 48900)

- | | | |
|--|---|--|
| <input type="checkbox"/> a(1) Caused, attempted to cause or threatened physical injury. | <input type="checkbox"/> h. Tobacco possession/use. | <input type="checkbox"/> q. Aiding or abetting the infliction or attempted infliction of physical injury to another person. |
| <input type="checkbox"/> a(2). * Willfully used force or violence. | <input type="checkbox"/> l. Obscene act / profanity / vulgarity. | <input type="checkbox"/> Ed. Code 48900.2 Committed sexual harassment. (4 th -12 th grade) |
| <input type="checkbox"/> b. * Dangerous object / explosives /possession / use. | <input type="checkbox"/> j. * Drug paraphernalia-possession/use. | <input type="checkbox"/> Ed. Code 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. (4 th -12 th grade) |
| <input type="checkbox"/> c. * Controlled substance (drugs) alcoholic beverage or intoxicant possession/use/sale. | <input type="checkbox"/> k. Defiance/Disrespect of authority and/or school rules. | <input type="checkbox"/> Ed. Code 48900.4 Engaged in harassment, threats, or intimidation against another. (4 th -12 th grade) |
| <input type="checkbox"/> d. * Look alike controlled substance, alcoholic beverage or intoxicant furnished , delivered, or arranged, offered or negotiated sale | <input type="checkbox"/> l. Received stolen property. | <input type="checkbox"/> Ed. Code 48900.7 Making terroristic threats against school officials or school property. |
| <input type="checkbox"/> e. * Robbery or extortion. | <input type="checkbox"/> m. Possession of an imitation firearm with substantially similar properties to an actual firearm. | <input type="checkbox"/> r. Engaged in an act of bullying |
| <input type="checkbox"/> f. * Damage/attempted damage of school/private property. | <input type="checkbox"/> n. * Committed or attempted to commit a sexual assault; or committed a sexual battery (as both are defined in the penal code). | 1) severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act |
| <input type="checkbox"/> g. * Theft/attempted theft of school/private property. | <input type="checkbox"/> o. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary. | 1c) causing a reasonable pupil or pupils to experience substantial interference with his or her academic performance |

The incident took place: ☐ On school grounds ☐ Going to/coming from school ☐ During a school sponsored activity

SPECIFIC DESCRIPTION OF CIRCUMSTANCES: DATE OF INCIDENT:

Police Report: Yes: _____ No: ☐ Agency: _____ Officer: _____ Incident #: _____

Findings: Pupil's presence on campus causes a danger to persons or property. Pupil's presence on campus threatens to disrupt the instructional process.

Length of Suspension:

The pupil is suspended for _____ day(s) beginning _____ and is to return to school on _____

A conference was held with your child where the pupil was informed of the reason for the suspension and given the opportunity to respond to any of the charges and present evidence. The following school personnel participated in the conference: _____

☐ The student agrees to the accuracy of the above description ☐ The student disagrees with the above descriptions

During this period of suspension your child will not be permitted on campus or be permitted to participate in any school activities. Your cooperation in enforcing these regulations would be sincerely appreciated. We would also appreciate your reviewing this situation with your child and pointing out to him/her the seriousness of this suspension.

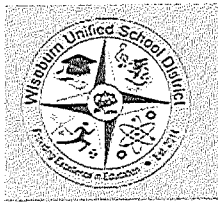
Student removed/released under whose supervision:

Student Signature: _____ Parent Signature: _____

Suspension Approved: _____
Principal or Authorized Designee

() Parent Copy () Office Copy () Superintendent's Copy () Student Permanent File Copy

APENDIX 6
INDIVIDUAL SERVICE AGREEMENT



INDIVIDUAL SERVICES AGREEMENT FOR SUCCESS LEARNING CENTER-CONSORTIUM

This agreement is effective on _____ who is attending the SLC Consortium and terminates at close of _____ close of 2019-2020 school year _____ if enrolled per IEP unless sooner terminated as provided in Participation Agreement/Contract and by applicable law.

MEMBER DISTRICT : _____ LEAD DISTRICT : WISEBURN UNIFIED SCHOOL DISTRICT .

MEMBER DISTRICT Spec Ed. Case Manager: Name _____ Email: _____

Student Name _____ Gender: _____ Grade: _____
(Last) (First)
Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone _____ (_____)
(Residence) (Business)
Address _____ City _____ State/Zip _____
(if different from student)

AGREEMENT TERMS:

	LEAD DISTRICT	DAILY Instructional minutes	GROUPING (MS/HS)	ESY 20 days Yes or No	Start date/End Date	OTHER AGREEMENTS
SDC PLACEMENT (bundled rate) with DIS services (OT, SLP, COUNSELING only) per IEP	WISEBURN USD					

ESTIMATED MAXIMUM COST \$ _____ 37,000 for Full Year
ESTIMATED MINIMUM COST \$ _____ 200.00 per day for 89 days or less

PARTICIPANT AGREEMENT APPROVED BY THE GOVERNING BOARD ON _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-MEMBER DISTRICT

LEAD DISTRICT-

DaVinci Charter

WISEBURN USD

(NAME OF DISTRICT)

(Signature)

(Date)

(Signature)

(Date)

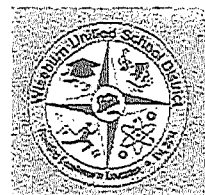
(Name and Title Authorized Administrator)

(Name and Title of Authorized Administrator)

- ☐ Center Based SAI Program
 ☐ 6-8
 ☐ 9-12
☐ Consultation Support
☐ Assessment Consultation
☐ Other _____



SUCCESS LEARNING CENTER



SEIS ID # _____

SSID # _____

Referring District/Charter: _____

Eligibility: ☐ Primary ☐ Secondary

Full Name of Pupil: <i>(Last, First, Middle)</i>		Sex:	Birth Date:
Address <i>(Number, Street, City, Zip)</i>		Home Phone:	
Name(s) of Person(s) Child Resides With:	Relationship to Pupil:	Guardian/Parent Work Phone:	
	Relationship to Pupil:	Guardian/Parent Work Phone:	
Parent Information <i>(if Different From Above)</i> :		Language(s) of Communication:	
Parent (s) Address <i>(Number, Street, City, Zip)</i> :		Phone:	

COMPLETE AND INCLUDE THE FOLLOWING WITH YOUR REFERRAL:

	Dated		Dated
A. Parent Questionnaire	_____	H. Current IEP	_____
B. Multidisciplinary Assessment Report	_____	I. Documentation of Hearing & Vision Screening Results	_____
C. Home Language Survey	_____	J. CDE Testing Data (SBAC, CAHSEE, CELDT, etc.)	_____
D. DIS Evaluation(s)	_____	K. Transcripts	_____
E. Immunization Records	_____	L. Other (please specify):	_____
F. Other Pertinent Information (Specify)	_____	M. <i>Assessment/ Consultation Only.</i>	_____
G. Release of Information	_____	Assessment Plan and Report <i>(Initial & Current)</i>	_____

SCHOOL HISTORY:

Current School:		District/County:		Grade/Level:	Age:
Previous School:	District:	City and State		Grade:	
Previous School:	District:	City and State		Grade:	
Referred by:	<input type="checkbox"/> School District	<input type="checkbox"/> Parent	<input type="checkbox"/> Other		
Name:	Title:	Agency:	Phone:		
		Email:			

SIGNATURES TO INITIATE REFERRAL:

Signature of Parent, Legal Guardian or Surrogate Parent: <i>(Specify)</i>	Date Signed:
Signature of District Authorized Representative: <i>(Director Special Education/Program Specialist)</i>	Date Signed:
Fax Acknowledged and Received By Whom:	Date Received: