FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Special Education Review

April 5, 2024

Belmont-Redwood Shores School District

Michael H. Fine
Chief Executive Officer

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

April 5, 2024
Dan Deguara, Superintendent
Belmont-Redwood Shores School District
2960 Hallmark Dr.
Belmont, CA 94002

Dear Superintendent Deguara:

In January 2024, the Belmont-Redwood Shores School District and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for FCMAT to conduct a review of the district's special education staffing. The agreement stated that FCMAT would perform the following:

1. Analyze special education teacher staffing ratios and class and caseload size using statutory requirements for mandated services and statewide guidelines, and make recommendations for improvement, if any.

2. Review the efficiency of staffing allocations of special education paraeducators, per Education Code requirements and/or industry standards, and make recommendations for improvement, if any. Review the procedures for identifying the need for paraeducators, including least restrictive environment and the processes for monitoring the assignment of paraeducators and determining the need for continued support from year to year (include classroom and 1-to-1 paraeducators).

3. Analyze staffing and caseloads for related service providers, including but not limited to speech pathologists, psychologists, occupational and physical therapists, adaptive physical education teachers, and other staff who may be related services providers, and make recommendations for improvement, if any.

4. Review the organizational structure and staffing of the special education department in the district's central office to determine whether administration, clerical and administrative support, program specialists, teachers on special assignment and overall function are aligned with those of districts of comparable size and structure, and make recommendations for greater efficiencies, if needed.

This report contains the study team's findings and recommendations.

FCMAT appreciates the opportunity to serve the Belmont-Redwood Shores School District and extends its thanks to all the staff for their assistance during fieldwork.

Sincerely,

Michael H. Fine
Chief Executive Officer

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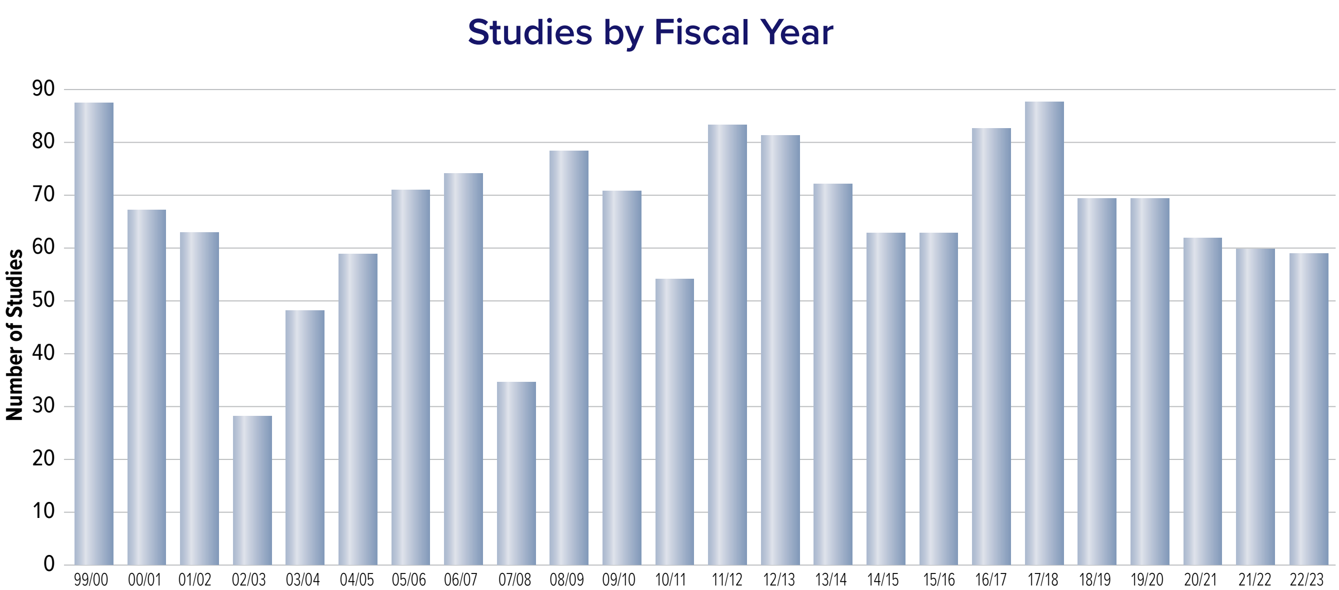
About FCMAT

FCMAT's primary mission is to assist California's local TK-14 educational agencies to identify, prevent, and resolve financial, human resources and data management challenges. FCMAT provides fiscal and data management assistance, professional development training, product development and other related school business and data services. FCMAT's fiscal and management assistance services are used not just to help avert fiscal crisis, but to promote sound financial practices, support the training and development of chief business officials and help to create efficient organizational operations. FCMAT's data management services are used to help local educational agencies (LEAs) meet state reporting responsibilities, improve data quality, and inform instructional program decisions.

FCMAT may be requested to provide fiscal crisis or management assistance by a school district, charter school, community college, county office of education, the state superintendent of public instruction, or the Legislature.

When a request or assignment is received, FCMAT assembles a study team that works closely with the LEA to define the scope of work, conduct on-site fieldwork and provide a written report with findings and recommendations to help resolve issues, overcome challenges and plan for the future.



FCMAT has continued to make adjustments in the types of support provided based on the changing dynamics of TK-14 LEAs and the implementation of major educational reforms. FCMAT also develops and provides numerous publications, software tools, workshops and professional learning opportunities to help LEAs operate more effectively and fulfill their fiscal oversight and data management responsibilities. The California School Information Services (CSIS) division of FCMAT assists the California Department of Education with the implementation of the California Longitudinal Pupil Achievement Data System (CALPADS). CSIS also hosts and maintains the Ed-Data website (www.ed-data.org) and provides technical expertise to the Ed-Data partnership: the California Department of Education, EdSource and FCMAT.

FCMAT was created by Assembly Bill (AB) 1200 in 1991 to assist LEAs to meet and sustain their financial obligations. AB 107 in 1997 charged FCMAT with responsibility for CSIS and its statewide data management work. AB 1115 in 1999 codified CSIS' mission.

AB 1200 is also a statewide plan for county offices of education and school districts to work together locally to improve fiscal procedures and accountability standards. AB 2756 (2004) provides specific responsibilities to FCMAT with regard to districts that have received emergency state loans.

In January 2006, Senate Bill 430 (charter schools) and AB 1366 (community colleges) became law and expanded FCMAT's services to those types of LEAs.

On September 17, 2018 AB 1840 was signed into law. This legislation changed how fiscally insolvent districts are administered once an emergency appropriation has been made, shifting the former state-centric system to be more consistent with the principles of local control, and providing new responsibilities to FCMAT associated with the process.

Since 1992, FCMAT has been engaged to perform more than 1,400 reviews for LEAs, including school districts, county offices of education, charter schools and community colleges. The Kern County Superintendent of Schools is the administrative agent for FCMAT. The team is led by Michael H. Fine, Chief Executive Officer, with funding derived through appropriations in the state budget and a modest fee schedule for charges to requesting agencies.

Introduction

Background

Located in San Mateo County, the Belmont-Redwood Shores School District is governed by a five-member board and serves students residing on the San Francisco Peninsula. According to DataQuest, the district enrolled a total of 3,945 students from kindergarten through grade 8 (K-8) during the 2022-23 academic year. The district operates four elementary schools, one middle school, and two transitional kindergarten through grade 8 (TK-8) schools. It is a member of the San Mateo County Special Education Local Plan Area (SELPA), which is a regional service delivery model for special education. As calculated from DataQuest, in 2022-23, 8.72% of the district's K-8 students were identified as requiring special education, which was below the statewide K-8 noncharter school average of 12.99%.

In January 2024, the district and the Fiscal Crisis and Management Assistance Team (FCMAT) entered into an agreement for FCMAT to conduct a review of the district's special education staffing.

Study and Report Guidelines

FCMAT visited the district on March 3 and 4, 2024 to conduct interviews with administrators, special education teachers, related service providers, paraeducators, and behavior assistants. Following fieldwork, FCMAT reviewed and analyzed data and documents. This report is the result of those activities.

FCMAT's reports focus on systems and processes that may need improvement. Those that may be functioning well are generally not commented on in FCMAT's reports. In writing its reports, FCMAT uses the Associated Press Stylebook, a comprehensive guide to usage and accepted style that emphasizes conciseness and clarity. In addition, this guide emphasizes plain language, discourages the use of jargon and capitalizes relatively few terms.

Study Team

The study team was composed of the following members:

Carolynne Beno, Ed.D., CFE
FCMAT Intervention Specialist

Colleen Patterson, MBA, CMA
FCMAT Consultant

Leonel Martínez
FCMAT Technical Writer

Those members of this study team who are otherwise employed by a local educational agency (LEA) were not representing their respective employers but were working solely as independent contractors for FCMAT.

All team members reviewed the draft report to confirm accuracy and achieve consensus on the final recommendations.

Executive Summary

Special Programs Department Central Office Staffing

The district's Special Programs Department is responsible for the district's programs and services for students with disabilities, including student plans under Section 504. The director of special programs is included in the district's administrative cabinet, which promotes integrated systems of support for students with disabilities and helps to prevent special education from being a separate and isolated program.

FCMAT conducted an informal survey among elementary school districts in California that have student enrollment and unduplicated pupil percentages (UPPs) similar to those of the Belmont-Redwood Shores School District. The number of full-time equivalent (FTE) administrator/leadership and administrative support positions in the district's Special Programs Department is similar to those in the comparison districts.

Special Education Teacher Staffing

FCMAT analyzed special education teacher staffing using statewide guidelines and industry standards. Special education teacher staffing in the learning center program and the special day class (SDC) program for students with extensive support needs are aligned with industry standards. Resource specialist program (RSP) staffing at Ralston Middle School is 1.32 FTE above what is needed to meet the EC 56362(c) standard (see Page 5 of this report for the staffing analysis). However, reducing RSP teacher staffing is not recommended because the EC 56362(c) standard is based on a maximum caseload that is higher than the statewide caseload average FCMAT observes in districts with RSPs resembling an inclusive model. The district's RSP aligns with the intent of an inclusive model, and with these models, RSP staffing above what is required to meet the EC 56362(c) maximum caseload is typically necessary to support student needs. The district's inclusive model enables it to educate students in the least restrictive environment (LRE) as evidenced by the district meeting all three targets for school-age LRE in 2021-22 on the Annual Performance Report.

Special education teacher staffing is above the industry-standard range for two programs that the district should further review. The districtwide noncategorical SDC caseload average for school-age students with mild-to-moderate support needs is 5.33 students lower than the low end of the industry-standard range (see Page 8 of this report for the staffing analysis). The districtwide preschool noncategorical SDC teacher caseload average is 2.50 students below the blended industry standard (see Page 9 of this report for the staffing analysis). The district needs to continue to review preschool and school-age SDC program caseloads projections and student needs annually to determine whether teacher staffing adjustments are needed.

Special Education Paraeducator Staffing

FCMAT evaluated the district's use of 1-to-1 paraeducator support. All staff interviewed reported that the district's use of the San Mateo County SELPA's special circumstance instructional assistance (SCIA) assessment process was inconsistent in the past, but that it is now consistently used to determine whether a student requires individualized support from a paraeducator.

The San Mateo County SELPA's SCIA assessment process emphasizes planning for a student's transition to independence, with IEP goals to support this, which is an essential aspect of effective use of individualized paraeducator support. Most district staff interviewed reported that IEP teams write a goal for independence when adding individualized paraeducator support to a student's IEP in accordance with the San Mateo SELPA's SCIA assessment process. However, many staff reported that these goals do not result in a student's eventual transition to independence and that when individualized paraeducator support is written into a student's IEP, the service usually remains in place for the duration of their time in the district. The district needs to continue to provide training that addresses writing goals for independence and a transition or "fade" plan to reduce the need for individualized paraeducator support over time, and to monitor their implementation.

FCMAT evaluated the district's special education paraeducator staffing for its resource specialist (RSP) and SDC programs. The district does not use industry standard adult-to-student ratios based on class size for the assignment of paraeducators to its SDCs (see industry standard staffing ratios for paraeducators in Table 11 on Page 12), and certain classes have almost as many adults as students. All district SDCs are staffed above the industry-standard adult-to-student ratio based on class size. This equates to the district having 16 more staff (paraeducators and behavior assistants) than the industry-standard adult-to-student ratio. Assigning more paraeducator support than necessary is costly and may limit students' opportunities to gain independence. The district would benefit from reviewing SDC program caseload projections and student needs to determine whether SDC paraeducator staffing can be reduced.

Special Education Related Service Provider Staffing

FCMAT analyzed staffing ratios for the district's occupational therapists, school nurses, school psychologists, and speech and language therapists (SLPs). The district is staffed above the industry standard for occupational therapists, school psychologists and SLPs (see Pages 15-19 of this report for the staffing analysis). The district's use of LVNs to perform nursing-related duties within their scope of practice may allow it to function adequately at this level. The district needs to continue to regularly analyze whether all related service provider staffing ratios are aligned with current laws and industry standards and are adequate to meet student needs and make changes as necessary.

Findings and Recommendations

District Organization and Central Office Special Education Staffing

The organizational structure of a district and how it staffs special education at the central office level play crucial roles in shaping the effectiveness of its special education program. A district should be organized to foster effective communication and collaboration among departments in the central office and with its schools. This collaboration is necessary to address the unique needs of students with disabilities and to implement evidence-based practices that promote inclusive education.

District Organization

A simplified version of the district's organizational chart is shown below. The district's administrative cabinet includes the superintendent, the assistant superintendent of educational services, the chief business official, the director of human resources/administrative services, the director of special programs, and the director of technology. The director of special programs reports to the assistant superintendent of educational services.

Simplified District, 2023-24

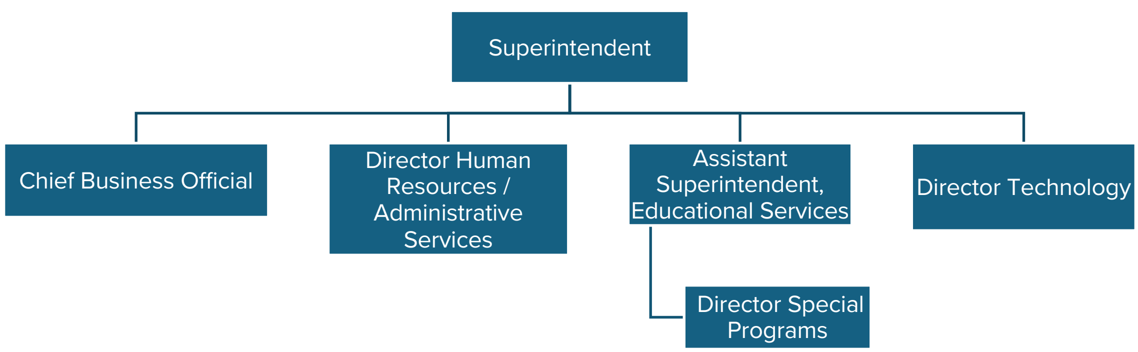


Figure 1. A simplified version of the district's organizational chart that shows administrative cabinet.

Source: District-provided data.

The administrative cabinet meets weekly, which facilitates regular structured collaboration for district leaders, including the director of special programs. Including the director of special programs in the administrative cabinet is a sound practice aligned with promoting integrated systems of support for students with disabilities, and it helps to prevent special education from being a separate and isolated program. In addition to administrative cabinet meetings, staff from the special programs team meet regularly with staff in other departments. For example, staff from the special programs and human resources departments meet weekly to coordinate substitutes for vacant paraeducator positions.

Special Education Central Office Staffing

The district's Special Programs Department is responsible for the district's programs and services for students with disabilities, including student plans under Section 504.

Central Office Administrator/Leadership Positions

The Special Programs Department has 3.00 full-time equivalent (FTE) administrator and leadership positions in the central office, as shown below.

Table 1. Administrator and leadership positions directly supporting the special programs department in the district's central office in 2023-24

Position Title	Number of Positions	Total FTE
Director Special Programs	1	1.00
Program Coordinator	1	1.00
Behavior and Educational Support Therapy (BEST) Manager	1	1.00
Total	3	3.00

Source: District-provided data.

Central Office Administrative Support Positions

The Special Programs Department has 1.00 FTE administrative support staff; however, three other positions in the central office devote a total of 1.10 FTE of their positions to Special Programs Department duties, as shown below.

Table 2. Administrative support positions managing Special Programs Department duties in 2023-24

Position Title	Number of Positions	Total FTE
Administrative Assistant Special Programs	1	1.00
Administrative Assistant Educational Services	1	0.50
Data Compliance Technician	1	0.50
Receptionist	1	0.10
Total	4	4.00

Source: District-provided data.

Approximately 0.50 FTE of the Educational Services Department's administrative assistant position is dedicated to managing the Special Programs Department's budget and contracts, and 0.10 FTE of the district office receptionist position is dedicated to special education program filing. In addition, the data compliance technician position, which manages compliance data reporting, supports the Special Programs Department by creating profiles for students with disabilities in the Special Education Information System (SEIS) and correcting errors in the SEIS before transmitting special education data through the California Longitudinal Pupil Achievement Data System (CALPADS). While the amount of time the data compliance position dedicates to SEIS-related duties varies throughout the year based on the CALPADS reporting periods, staff reported that approximately 0.50 FTE of this position performs duties related to the Special Programs Department.

Special Programs Central Office Staffing Comparison

FCMAT conducted an informal survey among elementary school districts in California that have student enrollment and unduplicated pupil percentages (UPPs) similar to those of the Belmont-Redwood Shores School District. The survey focused on gathering information about districts' Special Education Department central office staffing in two areas:

1. Central office administrator/leadership positions, including positions such as directors, assistant directors, coordinators, program specialists, and teachers on special assignment (TOSAs). These positions do not need to require an administrative credential.
2. Central office administrative support positions, including positions such as secretaries, administrative assistants, filing clerks, and data technicians.

The table below compares Belmont-Redwood Shores' Special Program Department central office staffing to the responses from the five districts that replied to FCMAT's survey. Among these comparison districts, the average number of FTE administrator/leadership positions supporting special education in the central office is 3.15 FTE; Belmont-Redwood Shores reports a similar figure of 3.00 FTE in this category. The comparison districts' average number of special education administrative support positions in the central office is 1.925 FTE. Belmont-Redwood Shores reports a similar figure of 2.10 FTE.

Table 3. Comparison of number of administrator, leadership, and administrative support positions

District	County	2022-23 Census Day Enrollment	2022-23 Census Day UPP%	2023-24 Administrator/ Leadership Position FTE	2023-24 Administrative Support Position FTE
Lakeside Union	San Diego	4,847	35.92%	4.00	2.375
Moreland	Santa Clara	3,940	46.90%	2.00	2.00
Mountain View Whisman	Santa Clara	4,522	36.58%	4.75	2.00
Orcutt Union	Santa Barbara	4,717	40.79%	3.00	1.75
San Carlos	San Mateo	3,056	12.40%	2.00	1.50
Average FTE				3.15	1.925
Belmont-Redwood Shores	San Mateo	3,945	15.8%	3.00	2.10

Sources: EdData - Comparisons (ed-data.org) and district-provided information to FCMAT survey.

Notes: Belmont-Redwood Shores was excluded from the average FTE calculations.

Teachers on special assignments were included in administrator/leadership FTE if they performed special education program support functions in the central office.

Any variances in FTE are due to FCMAT's interpretation of the information shared via survey.

The district's administrator/leadership FTE in its Special Programs Department is similar to those of the comparison districts. The district's central office also has a similar FTE of administrative support staff performing Special Programs Department duties as the comparison districts. Although three of the four administrative support positions performing special education duties work outside of the Special Programs Department, those interviewed reported that regular communication and collaboration between these staff enables the work to be completed efficiently.

Recommendations

The district should:

1. Continue to facilitate and support regular collaboration and communication between the Special Programs Department and other district staff.

Special Education Teacher Staffing

FCMAT analyzed special education teacher staff positions using statewide guidelines and industry standards. The district's Special Programs Department has 19.5 FTE special education teachers serving students in resource specialist, learning center, and special day class programs.

Resource Specialist Program Staffing

Education Code 56362(c) specifies a statewide guideline for resource specialist program (RSP) staffing and states:

> Caseloads for resource specialists shall be stated in the local policies developed pursuant to Section 56195.8 and in accordance with regulations established by the board. No resource specialist shall have a caseload which exceeds 28 pupils.

Article 11.7.2 of the district's contract with the Belmont-Redwood Shores Faculty Association corresponds with this Education Code standard and states "maximum enrollment shall not exceed 28 students" for resource specialists.

In the 2023-24 fiscal year, the district has 4.0 FTE RSP teacher positions, all supporting students at Ralston Middle School. Based on caseload estimates provided by the district, RSP teachers manage the cases of 75 students, averaging 18.75 students per teacher, as shown in the table below.

Table 4. District's resource specialist staffing, resource specialists' total student and average caseloads, and district resource specialist program staffing comparison to the Education Code standard in 2023-24

Program	Total RSP Teacher FTE	Total RSP Student Caseload	Average RSP Teacher Caseload	RSP Staffing Above (+) or Below (-) EC Standard
Resource Specialist Program – Ralston Middle School	4.0	75	18.75	+1.32

Sources: District-provided data and EC 56362(c).

Resource specialist program teacher staffing at Ralston Middle School is 1.32 FTE above what is needed to meet the EC 56362(c) standard. However, reducing RSP teacher staffing is not recommended because the EC 56362(c) standard is based on a maximum caseload that is higher than the statewide caseload average FCMAT observes in districts with RSPs that have an inclusive model.

Although its definition varies across California's school districts, the intent of an inclusive model is to enable students to attend their neighborhood schools, enroll and progress through the grade levels that match their chronological ages, and access general education classes and curriculums to the greatest extent possible. In addition, under this model, specialized academic instruction is provided either in the general education classroom or through a pull-out service (where a student is removed from the general education class setting for a period during the school day for specific skill building) depending on students' needs. The district's RSP aligns with the intent of an inclusive model, and with these models, RSP staffing above what is required to meet the EC 56362(c) maximum caseload is typically necessary to support the needs of students.

In addition, the district's inclusive model enables it to educate students in the least restrictive environment (LRE) as required by the Individuals with Disabilities Education Act (IDEA). The assessment of LRE placement is conducted through the California Department of Education's (CDE's) local level annual performance report. These reports, required by the IDEA, evaluate districts on 14 indicators for which the target is “met” or “not met.” The district’s performance on indicator 5, which assesses the placement of school-age students in the LRE, is shown in the table below.

Table 5. District’s 2021-22 performance on indicator 5 — school-age students in the least restrictive environment

Indicator	Indicator	Rate	Target	Target Met?
5a	LRE Rate: In Regular Class More than 80%	72.80%	≥60.00%	Yes
5b	LRE Rate: In Regular Class Less than 40%	8.50%	<18.00%	Yes
5c	LRE Rate: Separate Schools	0.85%	<3.20%	Yes

Source: Local Level Annual Performance Report 2021-22.

The district met all three targets for school-age LRE in 2021-22, which indicates students are accessing their LRE. This data is commendable, and the district should continue to support its inclusive model. The district should continue to review RSP caseload projections and student needs annually in the context of its inclusive model to determine whether RSP teacher staffing adjustments are needed.

Learning Center Program Staffing

The district operates learning center (LC) programs at several of its schools, supporting students who have mild-to-moderate and extensive support needs in a learning center classroom for part of their school day. Specialized academic instruction is delivered in the general education classroom and/or the learning center. Article 11.7.3.1 of the district’s contract with the teachers association addresses caseload size for the learning center program and states:

> When the LC needs to serve more than 10 SDC students, a total of 25 combined RSP and SDC students, and/or there is a need to resolve other LC concerns, the principal, LC teacher and/or a bargaining unit member will meet to review IEP requirements, explore solutions for support, and will resolve concerns. A plan to resolve the situation shall be developed within 15 working days.

A best practice is to avoid referring to students enrolled in special education as an “RSP student” or “SDC student.” Instead, the industry standard is to refer to a student’s support needs as mild-to-moderate or extensive, and to individually determine a student’s placement based on their services, which are determined by their identified areas of need and annual goals. Article 11.7.3.1 of the district’s contract with the teachers association uses outdated language because it has not been updated since new industry-standard language was formalized with the new California Teacher Credentialing Guidelines, which became effective in summer of 2022. Since the language in Article 11.7.3.1 of the above contract encourages students enrolled in special education to be considered in two categories (RSP or SDC) instead of as students with individual support needs, the district needs to consider revising the language in Article 11.7.3.1 to align with industry-standard language (students with mild-to-moderate or extensive support needs).

The Education Code does not specify a caseload guideline for learning center programs; however, industry standards are included in the table below. The industry-standard caseload for learning centers of 20-24 students per teacher is comparable to the district’s contract with the teachers association, which indicates that when a learning center is serving 25 students, a meeting will be held to explore support solutions.

In the 2023-24 fiscal year, the district has 7.5 FTE teachers assigned to learning centers. Based on caseload estimates provided by the district, the 7.5 FTE learning center teachers manage the cases of 145 students, averaging 19.33 students per teacher, as shown in the table below.

Table 6. District's learning center program total teacher staffing, teachers' total and average caseloads, and industry-standard caseloads in 2023-24

Program	Total Teacher FTE	Total Student Caseload	Teacher Caseload Average	Industry-Standard Caseload Range
Learning Center Program	7.50	145	19.33	20-24 students per teacher

Sources: District-provided data and industry standards.

The districtwide learning center caseload average of 19.33 students per learning center teacher is similar to the low end of the industry-standard range. The district should continue to review learning center program caseload projections and student needs annually to determine whether learning center teacher staffing adjustments are necessary.

Special Day Class Program Staffing

The district operates self-contained noncategorical special day classes (SDCs) for preschool and school-age students at certain schools.

While the Education Code does not specify maximum caseloads for SDC teachers, industry standards are included in the table below.

Table 7. Industry-standard caseload ranges for special day class programs

School Level	SDC Support Level	SDC Focus	Industry-Standard Caseload Range
Preschool-Grade 12	Mild-to-Moderate Support Needs	Noncategorical	12-15 students per teacher
Preschool-Grade 12	Extensive Support Needs	Noncategorical	10-12 students per teacher

Sources: Industry standards.

School-Age Mild-to-Moderate Support Needs Special Day Class Program

In the 2023-24 fiscal year, the district has 3.0 FTE SDC teachers who lead noncategorical classes for school-age students with mild-to-moderate support needs. Based on caseload estimates provided by the district, these three teachers manage the cases of 20 students, averaging 6.67 students per teacher, as shown in the table below.

Table 8. District's special day class program for school-age students with mild-to-moderate support needs total teacher staffing, teachers' total and average caseloads, and industry-standard adult-to-student ratios in 2023-24

SDC Support Level	SDC Focus	Total Teacher FTE	Total Student Caseload	Teacher Caseload Average	Industry-Standard Caseload Range
Mild-to-Moderate Support Needs	Noncategorical Redwood Shores – Grades TK-2	2.00	11	5.50	12-15 students per teacher
Mild-to-Moderate Support Needs	Noncategorical Redwood Shores - Grades 3-5	1.00	9	9.00	12-15 students per teacher
Total		3.00	20	6.67	12-15 students per teacher

Sources: District-provided data and industry standards.

The districtwide noncategorical SDC caseload average for school-age students with mild-to-moderate support needs is 6.67 students per teacher, which is 5.33 students lower than the low end of the industry-standard range. The district recently hired one of the two SDC teachers for students with mild-to-moderate support needs at Redwood Shores Elementary to split its TK-2 class, which serves 11 students. This class size of 11 students is one student lower than the low end of the industry-standard range. Staff reported that staff turnover in this SDC and staff members' perception that enrolled students have high support needs contributed to the decision to add an SDC teacher.

The district needs to continue to review SDC program caseload projections and student needs annually to determine whether SDC teacher staffing adjustments are necessary.

School-Age Extensive Support Needs Special Day Class Program

In the 2023-24 fiscal year, the district has 3.0 FTE SDC teachers who lead noncategorical classes for school-age students with extensive support needs. Based on caseload estimates provided by the district, these three teachers manage the cases of 30 students, averaging 10.00 students per teacher, as shown in the table below.

Table 9. District's extensive support needs special day class program total teacher staffing, teachers' total and average caseloads, and industry-standard adult-to-student ratios by school level in 2023-24

SDC Support Level	SDC Focus	Total Teacher FTE	Total Student Caseload	Teacher Caseload Average	Industry-Standard Caseload Range
Extensive Support Needs	Noncategorical	3.00	30	10.00	10-12 students per teacher

Sources: District-provided data and industry standards.

The districtwide caseload average for noncategorical SDCs for school-age students with extensive support needs is 10.0 students, which is within the industry-standard range. The district needs to continue to review SDC program caseload projections and student needs annually to determine whether SDC teacher staffing adjustments are necessary.

Preschool Special Day Class Program

In the 2023-24 fiscal year, the district has 2.0 FTE SDC preschool teachers. Based on caseload estimates provided by the district, the 2.0 FTE SDC preschool teachers serve 19 students, averaging 9.5 students per teacher.

Table 10. District's noncategorical preschool special day class program total teacher staffing, total number of students, teachers' average caseloads, and industry-standard adult-to-student ratio in 2023-24

School Level	SDC Support Level	SDC Focus	Total Teacher FTE	Total Student Caseload	Teacher Caseload Average	Industry-Standard Caseload Range
Preschool	Mild-to-Moderate and Extensive Support Needs	Noncategorical	2.00	19	9.50	12 students per teacher

Sources: District-provided data and industry standards.

Notes: A blended industry standard of one teacher for 12 students was used, based on SDC noncategorical preschool teacher-to-student ratios of 1-to-14 for students with mild-to-moderate support needs and 1-to-10 for those with moderate-to-severe needs.

The districtwide preschool noncategorical SDC teacher caseload average is 2.50 students below the blended industry standard, which means the district has 0.42 FTE more preschool SDC teachers than the industry standard. However, reducing by a partial teacher FTE is not recommended because it would limit possible class groupings. In addition, annually enrollment is low at the start of the school year and increases throughout the year as students turn three years old and transition into preschool programs. The district needs to continue to review its preschool SDC program caseload projections and student needs annually to determine whether preschool SDC teacher staffing adjustments are necessary.

Recommendations

The district should:

1. Continue to review RSP caseload projections and student needs in the context of its inclusive model annually to determine whether RSP teacher staffing adjustments are necessary.
2. Consider modifying Article 11.7.3.1 of its contract with the teachers association to no longer categorize students as "RSP" or "SDC" and instead use industry-standard language referring to a student's support needs (mild-to-moderate or extensive support needs).
3. Continue to review learning center caseload projections and student needs annually to determine whether learning center teacher staffing adjustments are necessary.
4. Continue to review preschool and school-age SDC program caseload projections and student needs annually to determine whether SDC teacher staffing adjustments are necessary.

Special Education Paraeducator Staffing Allocation

Special education paraeducators, also known as special education aides or instructional assistants, are trained professionals who work with students, usually under the direction of a classroom teacher. Districts often employ special education paraeducators under different titles with distinct job descriptions to perform functions such as specialized academic instruction, specialized medical support, behavioral support, and 1-to-1 student support, also known as special circumstance instructional assistance (SCIA).

The district employs special education paraeducators under three job descriptions, which include:

- **Paraeducator – Full Inclusion** – Special education paraeducators working in this job class "complement the instructional program and maximize the learning opportunity for the inclusion student."
- **Paraeducator – Learning Center/RSP** – Special education paraeducators working in this job class perform, "supportive tasks that are instructional related, clerical, noninstructional, and minor general housekeeping."
- **Paraeducator – Special Day Class** – Special education paraeducators working in this job class perform, "supportive tasks that are instructionally related, including direct practice of skills with students, reinforcement of instruction, and assisting with preparation of instructional materials."

The district also employs behavior assistants who provide "educationally related behavior services to students with various disabilities in accordance with the students Individualized Education Plan (IEP)." Behavior assistants are not a class of paraeducator. Instead, behavior assistants receive direction from the behavior analyst and "collaborate with staff and support in the implementation of classroom behavior management systems, support the implementation of individual positive behavior support plans."

FCMAT evaluated the district's use of 1-to-1 paraeducator support and special education paraeducator staffing for its RSP and SDC programs. FCMAT does not have an industry standard for behavior assistants or paraeducator staffing in learning center programs.

1-to-1 Student Support

There is no industry standard for special education aides providing 1-to-1 student support. Many districts throughout the state have taken steps to remove the designation of 1-to-1 support because it unintentionally reinforces the concept of one adult assigned to one student. Industry practice commonly refers to both the assessment process and the special education aide descriptive title as special circumstance instructional assistance (SCIA).

Staff reported that the district has historically used the San Mateo County SELPA's SCIA assessment to determine a student's need for intensive individual instruction, also known as 1-to-1 student support, from a paraeducator. The San Mateo County SELPA's SCIA assessment clarifies decision-making processes and procedures, and states:

> The goal for any student with special needs is to develop maximum independence. The Individualized Education Program (IEP) team is responsible for developing and implementing a program that promotes that independence. Natural supports and existing staff supports should be used whenever possible.

The San Mateo County SELPA's SCIA assessment process is aligned with industry standards because it focuses on personal independence, promotes individual decision-making, focuses on maximizing existing supports, and is based on data-driven assessment.

All staff interviewed reported that the district's use of the San Mateo County SELPA's SCIA assessment process was inconsistent in the past, but that it is now consistently used to determine whether a student requires individualized support from a paraeducator. Staff reported that the district uses a different assessment process to determine whether a student requires individualized support from a behavior assistant. The district's consistent uses of data-driven assessment processes to determine the need for individualized student support is positive, meets industry-standard practices, and should be continued.

The San Mateo County SELPA's SCIA assessment process emphasizes planning for a student's transition to independence, with IEP goals to support this, and states:

> If the IEP Team recommends SCIA support, the team is also responsible for developing goals and monitoring the student's progress so that this additional support may be faded as soon as possible. If not carefully monitored and evaluated on a regular basis, additional SCIA support can unintentionally foster dependence, and be no more effective than the previously used '1:1' model of support.

The development of annual goals for independence is a critical aspect of effective use of individualized paraeducator support. Most district staff interviewed reported that IEP teams write a goal for independence when adding individualized paraeducator support to a student's IEP in accordance with the San Mateo SELPA's SCIA assessment process. However, many staff reported that these goals do not result in a student's eventual transition to independence and that when individualized paraeducator support is written into a student's IEP, the service usually lasts for as long as the student is in the district. Staff attributed this practice to parents being reluctant to agree to remove individualized paraeducator support from their child's IEP coupled with a lack of staff training on how to write goals for independence and develop a fade plan to support a student's transition from individualized paraeducator support.

The assignment of 1-to-1 paraeducator support is a highly restrictive intervention. Because 1-to-1 paraeducator support can create stigma, make a student feel separated from their classmates, or cause a student to become very attached or dependent on their paraeducator (especially if working with one particular adult), the development of goals for independence and a fade plan to support a student's transition from individualized paraeducator support are essential. In addition, goals for independence focus IEP services on the deficit area to strengthen skills, monitor annual progress, and help the IEP team in determining whether adjustments can and should be made in the level of service. They also allow the district to consider the benefits of having one special education paraeducator supporting several students when appropriate.

The district needs to continue to provide training on writing goals for independence and how to develop a fade plan to reduce the need for individualized paraeducator support over time. Doing so will help ensure students do not continue to receive this highly restrictive intervention for longer than necessary and can build their independence. The district also needs to emphasize the ongoing monitoring and reporting of student progress on goals for independence, just as with any goal, to support the IEP team in making informed decisions when discussing altering a service such as individualized paraeducator support.

Paraeducator Staffing for the Resource Specialist Program

Education Code 56362(6)(f) states, “At least 80 percent of the resource specialists within a local plan shall be provided with an instructional aide.” The district meets this requirement since it has 4.0 FTE RSP teachers and four 0.75 FTE paraeducator positions in 2023-24 assigned to the RSP at Ralston Middle School.

Paraeducator Staffing for Special Day Classes

The industry standard for SDC base staffing is one paraeducator for every teacher in SDCs for students with mild-to-moderate and extensive support needs. For SDCs designed to support students with autism, the industry-standard base staffing is two paraeducators for every teacher. Additionally, the industry standard for staffing beyond the SDC base staffing is determined by an adult-to-student ratio, as shown in the table below.

Table 11. Industry-standard special education paraeducator staffing and adult-to-student ratios by type of support

SDC Support Level	SDC Focus	Industry-Standard Special Education Paraeducator Staffing	Adult-to-Student Ratio
Mild-to-Moderate Support Needs	Noncategorical	1-2 six-hour special education aides depending on a class size of 12-15	1-to-7
Extensive Support Needs	Noncategorical	1-2 six-hour special education aides depending on a class size of 10-12	1-to-5
Mild-to-Moderate and Extensive Support Needs	Autism	2-4 six-hour special education aides depending on a class size of 8-10	1-to-3

Source: Industry standards.

Notes: The industry-standard special education paraeducator staffing should be determined by class size to meet the adult-to-student ratio.

Both the classroom teacher and special education paraeducator(s) are included in the adult-to-student ratio.

Staff reported that the district does not use industry standard adult-to-student ratios based on class size for the assignment of paraeducators to its SDCs, and some classes have almost as many adults as students.

FCMAT conducted a districtwide comparison of staffing in SDCs for students with mild-to-moderate and extensive support needs, as shown in the table below.

Table 12. District's special day class enrollment, paraeducator staffing, and comparison of paraeducator staffing to the industry-standard adult-to-student ratios in 2023-24

School and SDC Support Level	SDC Enrollment	SDC Classroom Support Paraeducator Staffing	SDC Behavior Support Staffing	Industry-Standard Adult-to-Student Ratio	Paraeducator Staffing Above (+) or Below (-) Industry Standard
Nesbit School Extensive Support Needs (TK-1)	12	1	2	1-to-5	+1
Nesbit School Extensive Support Needs (2-4)	11	1	4	1-to-5	+3
Redwood Shores Elementary Mild-to-Moderate Support Needs (TK-2)	11	2	3	1-to-7	+5
Redwood Shores Elementary Mild-to-Moderate Support Needs (3-5)	9	3	3	1-to-7	+5
Sandpiper School Extensive Support Needs (5-7)	7	1	2	1-to-5	+2
Total	50	8	14		+16

Sources: District-provided data and industry standards.

Note: The industry standard is a six-hour paraeducator. The district's paraeducators supporting the SDC program are in 6-hour positions, but some work in 5- or 5.4-hour positions based on the grade level they support and the length of the school day.

The Redwood Shores Elementary School's TK-2 SDC for students with mild-to-moderate support needs has two teachers, and the adult-to-student ratio includes both.

In addition to the staffing reported, the Nesbit School's TK-4 SDC for students with extensive support needs also has three inclusion support paraeducators assigned to the class.

All district SDCs are staffed above the industry-standard adult-to-student ratio based on class size, which means the district has 16 more staff (paraeducators and behavior assistants) than if it used the industry-standard adult-to-student ratio. Staff turnover, staff training needs, and heightened student needs following the COVID-19 pandemic have contributed to the addition of classroom and 1-to-1 paraeducator support in some district SDCs. Assigning more paraeducator support than necessary is costly and may limit opportunities for students with disabilities to gain independence. Balancing the level of support to meet individual needs without hindering independence is a critical consideration in educating students with disabilities who are enrolled in SDCs. SDC program caseload projections and student needs will need to be reviewed to determine whether SDC paraeducator staffing can be reduced.

Recommendations

The district should:

1. Continue to consistently use the San Mateo SELPA's SCIA assessment to determine whether a student requires individualized support from a paraeducator.
2. Ensure each IEP that includes individualized support from a paraeducator, except for medically necessary support, contains goals for independence and a fade plan to reduce the need for individualized paraeducator support over time.

3. Continue to provide training that addresses writing goals for independence and how to develop a fade plan to reduce the need for individualized paraeducator support over time.
4. Emphasize the ongoing monitoring and reporting of student progress on goals for independence to support the IEP team in making informed decisions when discussing altering intensive individual instruction.
5. Consider determining special education paraeducator staffing by assessing student needs and using the industry-standard adult-to-student ratios based on class size.
6. Continue to review RSP caseload projections and student needs annually to determine whether paraeducator staffing adjustments are necessary.
7. Continue to review SDC program caseload projections and student needs to determine whether SDC paraeducator staffing can be reduced.

Related Service Provider Staffing

Related services are the developmental, corrective and other supportive services required to help a child with a disability benefit from special education (34 CFR 300.34). These services are written into students' IEPs and include but are not limited to physical therapy, speech and language therapy, adapted physical education, and occupational therapy.

FCMAT analyzed staffing ratios for the district's occupational therapists, school nurses, school psychologists, and speech and language therapists (SLPs). Staffing ratios for adapted physical education teachers, physical therapists, and itinerant teachers for students who are deaf/hard of hearing or visually impaired were not included in the analysis because the district does not employ its own staff to deliver these services. The industry standards for related service providers are listed in the table below.

Table 13. Industry-standard provider-to-student ratios by provider type

Provider Type	Industry-Standard Provider-to-Student Ratio
Psychologist	1-to-977
SLP (preschool)	1-to-40
SLP (ages five through 22)	1-to-55
Adapted Physical Education Teacher	1-to-45-55
Physical Therapist	1-to-45-55
Occupational Therapist	1-to-45-55
Vision and Orientation and Mobility	1-to-10-30
Deaf and Hard of Hearing	1-to-15-25
Nurse	1-to-2,274

Source: Industry standards and CalEdFacts - Publications (CDE).

Occupational Therapy

The district's contract with the teachers association does not specify an occupational therapist-to-student staffing ratio. In the 2023-24 fiscal year, the district has 3.0 FTE occupational therapist positions, each managing an average caseload of 34.67 students receiving direct services, as shown in the table below.

Table 14. District's number of full-time equivalent occupational therapists, their total and average caseloads, the industry-standard occupational therapist-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2023-24 Total Caseload	Caseload Average	Industry Standard	Staffing Above (+) or Below (-) Industry Standard
Occupational Therapist	3.0	104	34.67	1-to-45-55	+0.69 above 1-to-45 +1.11 above 1-to-55

Sources: District-provided data and industry standards.

Note: Only students receiving direct services from the district's occupational therapists were included in the total caseload and related calculations.

The district is staffed at 0.69 FTE above the low end of the industry and 1.11 FTE above the high end for occupational therapists. The district needs to continue to review occupational therapist caseload projections, the assessment load, the number of schools each occupational therapist is supporting and the driving time between sites, direct and consultation service minutes, prereferral intervention and general education teacher consultation and support being provided, and student needs. This review allows it to determine if it should change occupational therapist staffing.

Credentialed School Nurses

The district's contract with the teachers association does not specify a credentialed school nurse-to-student staffing ratio. In the 2023-24 fiscal year, the district has a 1.0 FTE credentialed school nurse who manages a caseload of 3,945 students, as shown in the table below. The district also has three licensed vocational nurses (LVNs) who support students with specialized health care needs.

Table 15. District's number of full-time equivalent credentialed school nurses, their total and average caseloads, the industry-standard credentialed school nurse-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2022 Census Day Enrollment	Caseload Average	Industry Standard	Staffing Above (+) or Below (-) Industry Standard
Credentialed School Nurse	1.00	3,945	3,945	1-to-2,274	-0.73

Sources: CalEdFacts - Publications (CDE), district-provided data, and Enrollment for Charter and Non-Charter Schools - Belmont-Redwood Shores School District (CDE).

Note: The industry standard for credentialed school nurses excludes LVNs because the two positions have a different scope of practice.

The district is staffed at 0.73 FTE below the industry standard for school nurses. The district's use of LVNs to perform nursing-related duties within their scope of practice may allow it to function adequately without the industry-standard number of credentialed school nurses. The district needs to continue to review district enrollment, credentialed school nurse duties, the assessment load, individual school needs, and individual student support needs to determine if it should change credentialed school nurse staffing.

School Psychologists

The district's contract with the teachers association does not specify a school psychologist-to-student staffing ratio. In the 2023-24 fiscal year, the district has 6.4 FTE school psychologists. The district also contracts with a bilingual school psychologist who is assigned certain psychoeducational assessments as needed. One school psychologist position supports both the preschool and school-age programs, with 0.6 FTE supporting the preschool program. The 5.8 FTE school psychologists supporting the school-age program each manage an average caseload of 680 students.

Table 16. District's number of full-time equivalent school-age school psychologists, their total and average caseloads, the industry-standard psychologist-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2022 Census Day Enrollment	Caseload Average	Industry Standard	Staffing Above (+) or Below (-) Industry Standard
School-age School Psychologist	5.8	3,945	680	1-to-977	+1.76

Sources: District-provided data, CalEdFacts - Publications (CDE), and Enrollment for Charter and Non-Charter Schools - Belmont-Redwood Shores School District (CDE).

Note: The number of FTE and related calculations exclude 0.6 FTE of the school psychologist whose position is split between the school-age and preschool programs.

The district is staffed at 1.76 FTE above the industry standard for school-age school psychologists. Some districts employ more school psychologists than the industry standard because they lack other staff to perform mental health services and/or provide behavior analysis and support. Belmont-Redwood Shores has 2.0 FTE educationally-related mental health therapists and 3.6 FTE board-certified behavior analysts to perform those services. Staff reported that school psychologists spend most of their time administering assessments and writing psychoeducational reports; however, they perform other duties including counseling, consultation on academic/learning interventions, staff training, and providing behavioral support. Staff turnover in the SDCs and a reliance on school psychologists to provide training, consultation, and support for those classes contributes to the district's school-age school psychologist staffing being above the industry standard. In addition, staff reported there are eight private schools within the district's boundaries, and school psychologists have performed 17 psycho-educational assessments for students in private schools this school year. This is a relatively high number of private school assessments for a district of this size. To determine if changes to school-age school psychologist staffing are needed, the district needs to continue to annually evaluate:

- The number of initial assessments in the current year.
- The number of annual and triennial assessments expected in the next school year.
- The number of early reassessments expected in the next school year.
- The needs of specialized programs.
- The total student enrollment, special education enrollment, individual school needs.
- The duties other than assessment that school psychologists are performing.

Speech and Language Pathologists

Education Code 56363.3 establishes the maximum caseload for SLPs serving students ages five to 22 at 55 students, while EC 56441.7(a) establishes a preschool maximum caseload of 40 students. Article 11.7.4 of the district's contract with the teachers association states:

> District-wide average caseload is 55:1. Whenever an individual caseload exceeds 55, or the caseload includes preschoolers, the supervisor shall discuss the situation with the specialist, explore alternative approaches, and attempt to resolve the situation.

Preschool Speech and Language Pathologist Staffing

In the 2023-24 fiscal year, the district has a 1.0 FTE SLP serving students in preschool and who performs assessments for children transitioning from early intervention services to the district's preschool program. This 1.0 FTE SLP manages the cases of 35 students receiving direct services, as shown in the table below.

Table 17. District's number of full-time equivalent speech and language pathologists serving students in the preschool program, their total and average caseloads, the industry-standard speech and language pathologist-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2023-24 Total Caseload	Caseload Average	Industry-Standard Blended SLP-to-Student Ratio	Staffing Above (+) or Below (-) Industry Standard
Preschool SLP	1.0	35	35.00	1-to-40	+0.125

Source: District-provided data and EC 56441.7(a).

Note: Only students receiving direct services from a SLP were included in the total caseload for comparison with the industry standard.

The district is staffed at 0.125 FTE above the industry standard for SLPs serving students in the preschool program.

Preschool and School-age Blended Speech and Language Pathologist Staffing

In the 2023-24 fiscal year, the district has 2.0 FTE SLPs serving students in both the preschool and school-age programs, each managing an average caseload of 32.00 students receiving direct services, as shown in the table below.

Table 18. District's number of full-time equivalent speech and language pathologists serving students in the preschool and school-age program, their total and average caseloads, the industry-standard speech and language pathologist-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2023-24 Total Caseload	Caseload Average	Industry-Standard Blended SLP-to-Student Ratio	Staffing Above (+) or Below (-) Industry Standard
Preschool and School-age SLP	2.0	64	32.00	1-to-47.50	+0.65

Source: District-provided data and EC 56363.3 and 56441.7(a).

Note: Only students receiving direct services from an SLP were included in the total caseload for comparison with the industry standard.

A blended average of the industry standards for preschool (1-to-40) and K-12 (1-to-55) was used (1-to-47.5) since some district SLPs are serving both groups of students.

The district is staffed at 0.65 FTE above the industry standard for SLPs serving students in both the preschool and school-age programs.

School-Age Speech and Language Pathologist Staffing

In the 2023-24 fiscal year, the district has 6.2 FTE SLPs serving students in the school-age program only. These 6.2 FTE SLPs each manage an average caseload of 46.29 students receiving a direct service, as shown in the table below.

Table 19. District's number of full-time equivalent school-age speech and language pathologists, their total and average caseloads, the industry standard adult-to-student ratio, and a comparison of the district's staffing to the industry standard

Provider	Number of FTE	2023-24 Total Caseload	Caseload Average	Industry Standard	Staffing Above (+) or Below (-) Industry Standard
School-age SLP	6.2	287	46.29	1-to-55	+0.98

Sources: District-provided data and EC 56363.3.

Note: Only school-age students receiving direct services from an SLP were included in the caseload average for comparison with the industry standard.

The district is staffed at 0.98 FTE above the industry standard for SLPs supporting school-age programs only.

To determine if it should change SLP staffing, the district needs to continue to annually review:

- SLP caseload projections.
- The assessment load.
- Direct and consultation service minutes.
- The prereferral intervention and general education teacher consultation and support provided.

Recommendations

The district should:

1. Continue to regularly analyze whether all related service provider staffing ratios are aligned with current laws and industry standards and are adequate to meet student needs, and make changes as necessary.

Appendix

A: Study Agreement

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
FOR MANAGEMENT ASSISTANCE

This study agreement, hereinafter referred to as Agreement, is made and entered into by and between the Fiscal Crisis and Management Assistance Team, hereinafter referred to as the Team or FCMAT, and the Belmont Redwood Shores School District, hereinafter referred to as the Client; collectively, FCMAT and Client are hereinafter referred to as the Parties. This Agreement shall become effective from the date of execution hereof by FCMAT.

1. BASIS OF AGREEMENT

FCMAT provides a variety of services to local education agencies (LEAs) as authorized by Education Code (EC) 42127.8(d). The Client has requested that the FCMAT assign professionals to study specific aspects of the Client's operations. The professionals will include FCMAT staff and may include professionals from county offices of education, school districts, charter schools, community colleges, other public agencies or private contractors. All professionals assigned shall work under the direction of FCMAT. All work shall be performed in accordance with the terms and conditions of this Agreement.

FCMAT will notify the Client's county superintendent of schools of this Agreement.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

1. Analyze special education teacher staffing ratios, class sizes and caseloads using statutory requirements for mandated services and statewide guidelines, and make recommendations for improvement, if any.

2. Review the efficiency of staffing allocations of special education paraeducators, per Education Code requirements and/or industry standards, and make recommendations for improvement, if any. Review the procedures for identifying the need for paraeducators, including considerations related to the least restrictive environment and the processes for monitoring the assignment of paraeducators and determining the need for continued support from year to year (include classroom and 1-to-1 paraeducators).

3. Analyze staffing and caseloads for related service providers, including but not limited to speech pathologists, psychologists, occupational/physical therapists, behavior specialists, adaptive physical education teachers and other staff who may be related service providers, and make recommendations for improvement, if any.

4. Review the Special Education Department's organizational structure and staffing within the district's central office to determine whether administration, clerical and administrative support, program specialists, teachers on special assignment and

overall function are aligned with those of districts of comparable size and structure, and make recommendations for greater efficiencies, if any.

B. Services and Products to be Provided

1. Orientation Meeting
The Team will conduct an orientation session at the Client's location to brief the Client's management and supervisory personnel on the Team's procedures and the purpose and schedule of the study. This orientation meeting is normally held at the beginning of fieldwork for the study.

2. Fieldwork
The Team will conduct fieldwork at the Client's office and/or school site(s), or other locations as needed. Limited fieldwork may also be conducted remotely via telephone or videoconferencing services, in addition to Public Safety Considerations outlined in Section 13 below.

3. Exit Meeting
The Team will hold an exit meeting at the conclusion of the fieldwork to inform the Client of the status of the study. The exit meeting will include a review of the scope of work, outstanding items, including documents, data and interviews not yet received or held, and the estimated timeline for a draft report. The meeting will not memorialize details regarding findings because the Team's conclusions may change after a complete analysis is finished. Exceptions to this will be findings of immediate health and safety concerns for students or staff, and other time-sensitive items that include the potential for risk or exposure to loss.

4. Exit Letter
Approximately 10 business days after the exit meeting, the Team will issue an exit letter briefly memorializing the topics discussed in the exit meeting.

5. Draft Report
An electronic copy of a preliminary draft report will be delivered to the Client's point of contact identified below for review and comment.

6. Final Report
An electronic copy of the final report will be delivered to the Client's point of contact and to the Client's county superintendent of schools following completion of the study. FCMAT's work products are public and all final reports are published on the FCMAT website.

7. Board Presentation
Presentations to the Client's board are optional and are made at the request of the Client. If a board presentation is requested, it will be noted in the scope and objectives of the study or can be added as a change in scope at a later date.

8. Follow-Up Review
If requested by the Client within six to 12 months after completion of the study,

FCMAT, at no additional cost, will assess the Client's progress in implementing the recommendations included in the report. This follow-up support is primarily a document review-based study. Progress in implementing the recommendations will be documented to the Client in a FCMAT management letter. FCMAT will work with the Client on a mutually convenient time to return for follow-up support that is no sooner than eight months and no later than 18 months after the date of the final report.

3. **PROJECT PERSONNEL**

The personnel assigned to the study will be led by a FCMAT staff person (job lead) and will include at least one other professional. FCMAT will notify the Client of the assigned personnel when the fully executed copy of this Agreement is returned to the Client.

FCMAT will communicate to the Client any changes in assigned project personnel.

4. **PROJECT COSTS**

The cost for studies requested pursuant to EC 42127.8(d)(1) and 84041 shall be as follows:

A. $1,100 per day for each FCMAT staff member while on site conducting fieldwork. The cost of independent FCMAT consultants will be billed at their daily rate for all work performed. On-site is defined as either 1) physically at the Client's office or school site(s), or 2) in a scheduled virtual meeting with the Client's personnel, representatives or others associated with the scope of work pursuant to Section 13 below.

B. All out-of-pocket expenses, including travel and its associated costs, and miscellaneous items necessary to complete the scope and objectives of the study.

C. The applicable indirect rate at the time work is performed on the study will be added to all costs billed.

D. The Client will be invoiced for 50% of the not-to-exceed cost shown below following completion of fieldwork (progress payment) and the remaining amount shall be due upon the issuance of the final report or presentation to the Client's board, whichever is later (final payment). The Parties agree that changes documented in a revised study agreement may change the original not-to-exceed amount shown below. If changes are made before or during fieldwork, the new not-to-exceed amount documented in such a revised study agreement will constitute the basis for the progress payment. If changes are made after fieldwork, 100% of the total changed value documented in a revised study agreement, less progress payments made, will constitute the final payment due. All payments shall be due immediately based on the terms of the invoice.

Based on the scope and objectives of the study, the total not-to-exceed cost of the study will be $20,000.

E. Any change to the scope of work will affect the total cost. Changes may include, but are not limited to, delays, revisions to the scope of services, and substitution or addition of personnel. The need for changes shall be communicated by FCMAT to the Client in advance in the form of a revised study agreement.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools, Administrative Agent, 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. **RESPONSIBILITIES OF THE CLIENT**

A. Return current organizational chart(s) that show the Client's management and staffing structure with the signed copy of this Agreement. Organizational charts should be relevant to the scope of this Agreement.

B. Provide private office or conference room space for the Team's use during fieldwork.

C. Provide for a Client employee to upload all requested documents and data to FCMAT's online SharePoint repository per FCMAT's instructions. Provide FCMAT with the name and email of the person who will be responsible for collecting and uploading documents requested by FCMAT with the signed copy of this Agreement.

D. Provide documents and data requested on the Team's initial and supplementary document request list(s) by the date requested.

All documents and data provided shall be responsive to FCMAT's request, in quality condition, readable and in a usable form. With few exceptions, documents and data requested are public records and records maintained by LEAs in the routine course of doing business. Some data requested may require exporting LEA financial system reports to Microsoft Excel or another usable format agreed to by FCMAT.

All documents shall be provided to FCMAT in electronic format, labeled as instructed by FCMAT. Upon approval of this Agreement, access will be provided to FCMAT's online SharePoint repository, to which the Client will upload all requested documents and data.

E. Ensure appropriate senior-level staff are available for the orientation and exit meetings.

F. Facilitate access to requested board members, officers and staff for interviews.

G. Facilitate access to requested information and facilities to include, but not be limited to, files, sites, classrooms and operational areas for observation.

H. Review a draft of the report and return it to FCMAT by the date FCMAT requests with any comments regarding the accuracy of the report's data or the practicability of its recommendations. The Team will review this feedback in a timely manner and make any adjustments it deems necessary before issuing the final report.

I. Return the requested evaluation survey to FCMAT as described below.

6. **PROJECT SCHEDULE**

Time is of the essence. The Parties acknowledge that the goal of the scope and objectives of the study under this Agreement is to produce a timely and thorough report that adds value for the Client. To accomplish this goal, the Parties agree to communicate and mutually agree to honor established time commitments. These commitments include the Client providing requested documents, setting and keeping interview appointments and returning comments on the draft report consistent with the established project schedule.

The following project schedule milestones will be established by FCMAT upon receipt of a signed Agreement from the Client:

ACTION	TIMELINE
FCMAT provides the Client with a draft Agreement.	Draft Agreements are usually provided within 20 business days of the Client's initial request for services.
Client returns partially executed Agreement to FCMAT along with the applicable organizational chart and the name and email of the of person who will be responsible for collecting and uploading documents requested by FCMAT.	Draft Agreements are valid for 30 business days.
FCMAT returns a fully executed Agreement to the Client and identifies the project schedule and the lead and other personnel assigned to the job.	Within five business days of the Client's return of the signed Agreement.
Client uploads initial requested documents and data to FCMAT's online SharePoint repository.	Within 10 business days of the Client's receipt of the FCMAT document and data request list.
Fieldwork	Mutually agreed upon; usually, to commence within 10 business days of FCMAT's receipt of requested documents and data.
Orientation meeting	First day of fieldwork.
Exit meeting	Last day of fieldwork.
Follow up fieldwork, if needed (e.g., rescheduled interview, additional interviews).	Mutually agreed upon; usually, within five business days of FCMAT's request.
Client uploads supplemental documents and data to FCMAT's online SharePoint repository.	Within two business days of the Client's receipt of FCMAT's supplemental document and data request(s).
Draft report submitted to the Client.	To be determined, usually, within eight weeks of the conclusion of fieldwork and receipt of all documents and data requested.
Client comments on draft report	Within 10 business days of FCMAT providing a draft report to the Client.

The Client acknowledges that project schedule deadlines build upon and are contingent on each previous deadline. Missed deadline dates will affect future deadline dates and ultimately the timing of the final report. For example, if the Client does not provide requested documents and data by the specified date, the fieldwork may not be able to proceed as originally planned.

FCMAT acknowledges that the Client has an educational program to administer, is balancing many priorities, and in some cases may have records management difficulties, staffing capacity issues, staff on various types of leave, or other circumstances, all of which will affect the project schedule.

The Parties commit to regular communication and updates about the study schedule and work progress. FCMAT may modify the usual timelines as needed.

7. **COMMENCEMENT, TERMINATION AND COMPLETION OF WORK**

FCMAT will commence work as soon as it has assembled an available and appropriate study team, taking into consideration other jobs FCMAT has previously undertaken, and assignments from the state, and higher priority assignments due to fiscal distress. The Team will work expeditiously to complete its work and deliver its report, subject to the cooperation of the Client and any other related parties from which, in the Team's judgment, it must obtain information. Once the Team has completed its fieldwork, it will proceed to prepare a report. In the absence of extraordinary circumstances, FCMAT will not withhold preparation, publication and distribution of a final report once fieldwork has been completed.

Prior to completion of fieldwork and upon written notice to FCMAT, the Client may terminate its request for service and will be responsible for all costs incurred by FCMAT to the date of termination under Section 4 (Project Costs). If the Client does not provide written notice of termination prior to completion of fieldwork, the Team will complete its work and deliver its final report and the Client will be responsible for the full costs.

FCMAT may terminate this Agreement at any time if the Client fails to cooperate with the requested project schedule, provide requested documents and data and/or make staff available for interviews as requested by FCMAT.

8. **INDEPENDENT CONTRACTOR**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the Client. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the Client in any manner without prior express written authorization from an officer of the Client.

9. **RECORDS**

The Client understands and agrees that FCMAT is a state agency and all FCMAT reports are public records and are published on the FCMAT website. Supporting documents and data in FCMAT's possession may also be public records and will be made available in accordance with the provisions of the California Public Records Act.

FCMAT has a records retention policy and practice, and every effort will be made to maintain records related to this Agreement in accordance with this policy.

10. CONTACT WITH PUPILS

Pursuant to EC 45125.1, representatives of FCMAT will have limited contact with pupils. The Client shall take appropriate steps to comply with EC 45125.1.

11. INSURANCE

During the term of this Agreement, FCMAT shall maintain liability insurance of not less than $1 million unless otherwise agreed upon in writing by the Client, automobile liability insurance in the amount required by California state law, and workers' compensation as required by California state law. Upon the request of the Client and receipt of the signed Agreement, FCMAT shall provide certificates of insurance, with the Client named as additional insured, indicating applicable insurance coverages.

12. HOLD HARMLESS

FCMAT shall hold the Client, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of FCMAT's board, officers, agents and employees undertaken under this Agreement. Conversely, the Client shall hold FCMAT, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the Client's board, officers, agents and employees undertaken under this Agreement.

13. PUBLIC SAFETY CONSIDERATIONS

Whether due to public health considerations, extreme weather conditions, road closures, other travel restrictions or interruptions, shelter-at-home orders, LEA closures or other related considerations, at FCMAT's sole discretion, the Scope of Work, Project Costs, Responsibilities of the Client, and Project Schedule (Sections 2, 4, 5 and 6 herein) and other provisions herein may be revised. Examples of such revisions may include, but not be limited to, the following:

A. Orientation and exit meetings, interviews and other information-gathering activities may be conducted remotely via telephone, videoconferencing, or other means. References to fieldwork shall be interpreted appropriately given the circumstances.

B. Activities performed remotely that are normally performed in the field shall be billed hourly as if performed in the field (excluding out-of-pocket costs that can otherwise be avoided).

C. The Client may be relieved of its duty to provide conference and other work area facilities for the Team.

14. FORCE MAJEURE

Neither party will be liable for any failure or delay in the performance of this Agreement due to causes beyond the reasonable control of the party, except for payment obligations by the Client.

15. EVALUATION

In the interest of continuous improvement, FCMAT will provide the Client with an evaluation survey at the conclusion of the services. FCMAT appreciates the Client's honest assessment of the Team's services and process. The Client shall return the evaluation survey within 10 business days of receipt.

16. CLIENT CONTACT PERSON

The Client's contact person designated below shall be the primary contact person for FCMAT to use in communicating with the Client on matters related to this Agreement. At any time when this Agreement or FCMAT's process requires that FCMAT send information, document request lists, draft report, final report or making other requests for the Client to act upon, this is the person whom FCMAT will contact. The Client may change the contact person upon written notice to FCMAT's job lead assigned to the study.

Name: Rui Bao, Chief Business Official

Telephone: (650) 637-4800

Email: rbao@brssd.org

17. SIGNATURES

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

For Client:

1/22/24

Dan Deguara, Superintendent
Belmont Redwood Shores School District

Date

For FCMAT:

Michael Fine

Digitally signed by Michael Fine
Date: 2024.01.22 10:41:10 -08'00'

Michael H. Fine,
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

Date