



SELPA Policy E-1

Facilities Plan

Adopted, OSC, April 24, 2015
Revised OSC, April 2021

FACILITIES PLAN

Guiding Principles:

The Marin County Special Education Local Plan Area (SELPA) Facilities Plan is formulated on the belief that regionalized special education classrooms should:

- Maximize opportunities for special education pupils to be educated in the least restrictive environment (LRE) on comprehensive school sites closest to their district of residence as possible;
- Comply with Section 504 of the Rehabilitation Act of 1973 (Amended as Public Law 93-516) and the Individuals with Disabilities Education Improvement Act of 2004, 34 CFR Parts 300 and 303;
- Enhance special education pupils' ability to participate with typically developing and age appropriate peers;
- Facilitate the provision of space for ancillary related services needed to support pupil achievement;
- Be located in a manner that minimizes transportation time for special education pupils;
- Be located on isolated sites only when it is determined that the special education pupils being served in that setting could not benefit from being located on a comprehensive school site;
- Maximize opportunities to establish long-term agreements for regionalized classroom space to facilitate continuity for special education pupils; and
- Always be taken into considered by a local educational agency (LEA) when the LEA is in the process of upgrading or building new pupil facilities within their district.

The guiding principles establish an underlying responsibility for all of the SELPA's member local educational agencies (LEAs) to ensure that appropriate facilities are available on a year-to-year basis for all pupils that require a regionalized special education classroom placement in order to meet their identified educational needs.

Facility Determination Formula:

By utilizing current pupil data, the SELPA's member LEAs shall offer facilities for the purposes of a Marin County Office of Education (MCOE) operated regionalized special education classrooms that are (1) within their district boundaries; (2) located on district PK-12 school sites; or (3) extend an opportunity to the MCOE to utilize a leased facility.

LEAs shall be grouped by Areas. When the established pupil threshold is met, each Area within the SELPA is responsible for providing the MCOE with a facility for pupils who reside within their Area and require a regionalized special education classroom placement operated by the MCOE. The Areas are as follows:

Area 1: Ross Valley School District, Kentfield School District, Ross School District, Lagunitas School District

Area 2: Tamalpais Union High School District, San Rafael High School District

Area 3: Mill Valley School District, Larkspur-Corte Madera School District, Sausalito Marin City School District, Reed School District

Area 4: Miller Creek School District, San Rafael Elementary School District, Nicasio School District

Area 5: Novato

Area 6: Lincoln School District, Laguna Joint School District, Shoreline Unified School District, Bolinas-Stinson School District

Each LEA within each Area shall be required to provide a facility to operate a regionalized special education classroom based upon the formula identified below:

Number of Pupils Within the LEA/LEAs Requiring a Regionalized Special Education Classroom	Number of Regionalized Special Education Facilities Required by the LEA/LEAs
0-4	0
5-14	1
15-24	2
25-34	3
34-44	4
45-54	5
55-64	6
65-74	7
75-84	8

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85-94	9
95-104	10

Each LEA within an Area that individually does not meet the minimum threshold to provide a facility (5 or more pupils) shall have their individual LEA’s pupil totals added together collectively within the Area. When the collective total of each LEA that possesses between 4 (four) and one (1) pupils within an Area equals five (5) or more pupils the formula identified above shall be applied to these LEAs as a group.ⁱ The determination of which LEA is responsible for the provision of the facility shall be at the discretion of the Area. However, the decision shall be grounded in the Guiding Principles of the Facilities Plan.

Operational Tenets:

In order to exhaust all LEA’s facility options, the use of leased facilities by the MOCE shall only be accessed as a last resort. In the determination of the use of a leased facility the SELPA’s LEAs must insure the leased facility aligns with the *Guiding Principles* of the Facilities Plan. The SELPA’s member LEAs shall share all operational costs associated with a facility that is leased by the MCOE.

Facilities shall be provided to the MCOE consistent with the age of the pupils needing to be served. LEAs within each Area shall work collaboratively to ensure preschool, elementary, and secondary pupils in MCOE operated regionalized special education classrooms have facilities that permit a pupil’s access to same-aged peers.

An LEA may provide a facility to the MCOE on a campus that serves pupils at an alternative grade/age. The appropriateness of this facility shall be determined by the MCOE. The MCOE shall use the Guiding Principles identified in this plan as a framework to determine the appropriateness of a facility for the purposes of a regionalized special education classroom. Facilities utilized for the purposes of this plan shall:

- Be compliant with the American with Disabilities Act (ADA); and
- Meet minimum state and federal standards for classroom space.

Procedures:

The Marin County SELPA Facilities Plan shall be recalculated and approved by the OSC every five (5) years. The following procedures shall be used to determine the facility requirement of each LEA within the Marin County SELPA:

No later than February 1st the MCOE shall meet with the SELPA's member LEAs to begin to discuss and determine MCOE's regionalized facility needs for the subsequent school year.

Commencing on March 1, 2021 and every five years after, the SELPA Director shall provide each LEA with:

A count of the pupils being served within a MCOE operated regionalized special education classroom as of the last Friday before the Winter Break of that school year.

- Pupils currently being served by the MCOE in a facility owned by the MCOE shall be removed from the LEA's pupil count for the purposes of the Facilities Plan.
- Pupils currently being served by the MCOE in a facility leased by the MCOE shall be included in the LEA's pupil count for the purposes of the Facilities Planⁱⁱ.
- The LEA's pupil count shall be aggregated to identify the current grade level of each pupil being served in a MCOE operated regionalized special education classroom.

No later than April 1st, each LEA shall notify the SELPA Director and the MCOE of the location(s) within the LEA where a regionalized special education classroom may be operated. The identified facility shall need to be available on or before August 1st and permit occupancy for five (5) years or until the next recalculation and approval of the Facilities Plan. When an LEA is offering a facility in excess of their obligation, the LEA and the MCOE may enter into a facilities agreement that is shorter or longer than five (5) years if both agencies mutually agree to the duration of the agreement.

No later than April 1st, each LEA shall notify the SELPA Director and the MCOE of the location(s) within the LEA where a regionalized special education classroom may no longer be operated by the MCOE during the following school year.

At the request of the MCOE, the SELPA shall work with the member LEAs to identify appropriate facilities for the purposes of this plan. No later than May 15th , the MCOE shall establish a class roster for each MCOE operated regionalized special education classroom and notify the SELPA and the SELPA's member LEAs of the facilities that will be utilized to operate the classrooms.

Facility agreements shall commence on August 1st and end on July 30th.

A facility shall be available to the MCOE to operate a regionalized special education classroom during the regular and extended school year. A facility for the purposes of this plan is a general classroom that is comparable to the size of a classroom offered for general education or other like programs at that school site. The facility offered shall be no less than 750 square feet unless mutually agreed upon by the LEA and the MCOE.

When an LEA does not have the resources to provide a facility consistent with the Facilities Determination Formula the following shall occur:

The LEA shall reach agreement with another LEA within the Area to provide the necessary facility to operate a regionalized special education classroom(s). The agreement for the transfer of responsibility for the provision of a facility between the LEAs shall meet all of the conditions identified in this plan and occur at no cost to the SELPA or the MCOE. The agreement shall meet the obligation of the LEA to provide facilities under this plan; or

The LEA shall reach agreement with another LEA within the Marin County SELPA to provide the necessary facility to operate a regionalized special education classroom(s). The agreement for the transfer of responsibility for the provision of a facility between the LEAs shall meet all of the conditions identified in this plan and occur at no cost to the SELPA or the MCOE. The agreement shall meet the obligation of the LEA to provide facilities under this plan; or

The LEA shall provide the necessary facilities by bearing all costs associated with the location and placement of a portable classroom within the LEA in order to house a MCOE operated regionalized special education classroom for the length of the facilities agreement.

When an LEA is unable to reach an agreement or locate an appropriate facility, the LEA shall follow the procedures identified in the *Facility Fee* section of this plan.

When the Operational Steering Committee (OSC) has approved an LEA to conduct a program transfer the following shall occurⁱⁱⁱ:

1. The Facilities Plan shall be recalculated and approved by OSC prior to a program transfer going into effect.
2. No later than January 15th, the LEA engaging in the program transfer shall provide the SELPA Director with a pupil count for the pupils they anticipate will no longer be served by the MCOE in a regionalized special education classroom as a result of the program transfer.
3. Following receipt of the LEA's anticipated reduction in pupil count, the SELPA shall apply a 15% attrition rate to the pupil count provided by the LEA for the purposes of the program transfer. Following the application of the 15% attrition rate, the LEA's pupils affected by the program transfer shall be removed from LEA's pupil count provided by the SELPA Director on March 1st .
4. No later than January 15th, any LEA that intends to have a pupil be served in another LEA operated special education classroom rather than a MCOE operated regionalized classroom shall provide the SELPA Director with a pupil count for the pupils they anticipate will no longer be served by the MCOE as a result of the program transfer.
5. Following receipt of the LEA's anticipated reduction in pupil count, the SELPA shall apply a 15% attrition rate to the pupil count provided by the LEA for the purposes of the program transfer. Following the application of the 15% attrition rate, the LEA's pupils affected by program transfer shall be removed for the LEA's pupil count provided by the SELPA Director on March 1st .

When an LEA within the Marin County SELPA is in the first year of a program transfer the following shall occur:

1. The Facilities Plan shall be recalculated and approved by the OSC.
2. On March 1st, the SELPA Director shall provide each LEA with:

A count of the pupils being served within a MCOE operated regionalized special education classroom as of the last Friday before the Winter Break of that school year.

- Pupils currently being served by the MCOE in a facility owed by the MCOE shall be removed from the LEA's pupil count.
- Pupils currently being served by the MCOE in a facility leased by the MCOE shall be included in the LEA's pupil count for the purposes of the Facilities Plan.
- The LEA's pupil count shall be aggregated to include the current grade level of each pupil being served in a MCOE operated regionalized special education classroom

When the Facilities Plan procedures yield an excess of facilities, the MCOE shall apply the *Guiding Principles* of this plan when determining what facilities to utilize for the purposes of a regionalized special education classroom.

Leased Facility:

MCOE shall only enter into a lease agreement with a LEA for the use of a facility when the following two (2) conditions are met:

- The LEA is offering a facility beyond their current facility obligation; and
- The facility is not located on an active comprehensive PK-12 school site.

A facility lease shall not be more than five (5) years in length. The LEA's notification to the SELPA concerning the availability of a facility that may be leased by the MCOE shall be consistent with all of the notification procedures and timelines identified in this plan.

Facility Fee:

When an LEA or LEAs within an Area is able to provide a facility consistent with the Facilities Plan and the facility is utilized by the MCOE for the purposes of a regionalized special education

classroom, no Facility Fee shall be assessed to the LEA.

When an LEA or LEAs are unable to provide a facility consistent with the Facilities Plan a Facility Fee may be assessed to the LEA/LEAs. The Facility Fee shall be as follows:

- \$23,040 per school year each year the calculated Facilities Plan is in place and the LEA(s) are unable to provide a facility consistent with their identified obligation.

The guidelines for the application of a Facility Fee are as follows:

- When the LEA is able to provide a facility, but the facility is deemed inappropriate by the MCOE, the LEA shall not be required to incur a Facility Fee.
 - A facility may be deemed inappropriate by the MCOE for any of the following reasons:
 - Geographically undesirable location due to lack of program need within the geographic area;
 - Grade level of site for which the classroom is located does not match the grade level needs of the MCOE4 ; and/or
 - Classroom is not properly equipped for the students that will occupy the space.
- When the LEAs within an Area that have four (4) to one (1) pupils collectively owe a facility and are able to provide a facility, but the facility is deemed inappropriate by the MCOE, the LEAs shall not be required to incur a Facility Fee.
- When the LEA is unable to provide a facility the LEA shall work with the LEAs within the Area to locate a facility for the purposes of a MCOE operated special education regionalized classroom. When a facility is located, the LEA shall fulfill their requirement for the provision of a facility.
- When the LEAs within an Area that have four (4) to one (1) pupils collectively owe a facility within the Area and are unable to provide a facility the LEAs shall work with the LEAs within the Area to locate a facility for the purposes of a MCOE operated special education regionalized classroom. When a facility is located, the LEAs shall fulfill their requirement for the provision of a facility.

- After consultation with the LEAs within their Area, if the LEA is unable to provide a facility, the LEA shall pay a Facility Fee. Acceptable reasons for an LEA not providing a facility under this plan are restricted to limited availability of facilities. The LEA's reasons surrounding their inability to provide a facility shall be reviewed by the SELPA prior to concurrence.
- After consultation with the LEAs within their Area, if the LEAs within an Area that collectively require a facility (LEAs with pupil totals between 1 and 4 that collectively equal 5 or more) are unable to provide a facility, each LEA within this group shall pay a Facility Fee. Acceptable reasons for an LEA not providing a facility under this plan are restricted to limited availability of facilities. The LEAs reasons surrounding their inability to provide a facility shall be reviewed by the SELPA prior to concurrence.

All monies collected through the Facility Fee shall be held by the SELPA and used to pay for costs incurred by the MCOE as a result of establishing or relocating facilities provided under the Facilities Plan. Facility Fee monies may also offset costs incurred when an LEA is required to move a MCOE operated regionalized special education classroom to another campus within the LEA.

When the Facility Fee monies are insufficient to cover costs, additional funds may be allocated through the Fiscal Allocation Plan at the direction of the OSC.

Maintenance and Operation of Facilities - LEA Responsibilities

The LEA providing the facility shall be responsible for preparing and maintaining the facility for occupancy (i.e., cleaning, painting, carpeting and general repairs).

The LEA providing the facility shall be responsible for general repairs and maintenance. Modernization, upgrades and restructuring related to matters that are part of the permanent structure, including all attachments to the structure (bathrooms, lights, windows, heating/air conditioning, window blinds, doors, carpet, plumbing, sinks, electrical, cabinetry, etc.) are the responsibility of the LEA, and shall be completed on the same schedule as LEA operated classrooms.

The LEA providing the facility shall provide custodial services on LEA owned sites during the regular and extended school year in the same proportion as provided to LEA operated classrooms.

The LEAs within an Area with four (4) to one (1) pupils that collectively owe a facility shall be responsible for a proportionate share of the maintenance costs associated with the operation of a MCOE regionalized special education classroom identified above. An LEA's proportionate share shall be determined by the number of pupils in MCOE operated regionalized special education classrooms as determined by the October 2nd pupil count of that school year.

Facilities shall be ready for occupancy at least two (2) weeks prior to the first day of school. The LEA may request an extension with the MCOE when extenuating circumstances will not permit the LEA to meet the two (2) week timeline.

Maintenance and Operation of Facilities - MCOE Responsibilities

The MCOE shall be responsible for any maintenance and support regarding the MCOE owned furniture, computers, and classroom materials that are stored/utilized at the facility.

The MCOE shall be responsible for any maintenance and support regarding the MCOE owned furniture, computers, and classroom materials that are stored/utilized at a leased facility.

The MCOE shall be responsible for the cost of custodial services for facilities owned and/or leased by the MCOE.

The MCOE shall be responsible for required remodeling and restoration of facilities upon occupying or vacating a regionalized special education classroom (i.e., ramps, handrails, bathroom facilities, etc.) that are deemed necessary for the student population that the facility shall serve or served. Remodeling shall be done only in consultation and collaboration with the LEA at which the facility is located. The SELPA's member LEAs shall share all of the costs associated with the remodeling and restoration of an LEA facility that houses a MCOE regionalized special education classroom.

Maintenance and Operation of Facilities – Special Circumstances

When an LEA provides a facility beyond their obligation, the LEA and the MCOE shall determine the agency responsible for maintenance and operation of the facility prior to entering into a facility agreement. The SELPA office shall facilitate the discussion between the LEA and the MCOE regarding the responsibilities for maintenance and operation of the facility.

Relocation of Facilities

At the end of a five (5) year facility agreement when the facility is no longer available for MCOE occupancy the following shall occur:

- The MCOE shall be responsible for moving the class to the new facility and the SELPA's member LEAs shall share all costs associated with the move.

During a five (5) year facility agreement when the MCOE's need for classrooms change (i.e., reduction of program, expansion of program whether funded or unfunded, etc.) or program needs change (e.g., shift of age of pupils, need for more or less regionalized special education classrooms at a particular grade level, etc.) the following shall occur:

- The MCOE shall be responsible for moving the class to the new facility and SELPA's member LEAs shall share all costs associated with the move.

During a five (5) year facility agreement when the LEA notifies the SELPA Director and the MCOE that a regionalized special education classroom can no longer be operated by the MCOE during the following school year the following shall occur:

- The LEA that notified the SELPA and the MCOE that a regionalized special education classroom will no longer be available to the MCOE shall be responsible for moving the class and all costs associated with the move, including utilities, site preparation/modification, installation of a facility (portable classroom) and required hookups.

When unanticipated emergency circumstance arise regarding facilities and MCOE operated regionalized special education classrooms, any LEA within the Marin County SELPA may call for a meeting to review the Facilities Plan to consider amendments, following prior notification to the all of the SELPA's member LEAs.

Appeal/Dispute Resolution

An LEA may request waiver of any part of the Facilities Plan by submitting a written request to the Operational Steering Committee (OSC). The request shall outline the specific portions of the plan that

the LEA desires to waive, the reason(s) for the LEA's request and suggested options for meeting the requirements of the Facilities Plan. Prior to formal submission to the OSC for consideration, the SELPA Director shall meet with the LEA's Superintendent or Designee to review the request, assess the options, and make recommendations to the LEA regarding their request.

References

ⁱFor example, within an Area LEA A = 2 pupils, LEA B = 1 pupil, and LEA C = 4 pupils. LEA A, B, and C pupil totals shall be added together collectively to equal 7 pupils. Under the formula, LEA A, B, and C shall provide one (1) facility. Conversely, within an Area LEA A = 1 pupil, LEA B = 2 pupils, and LEA C = 1 pupil. LEA A, B, and C pupil totals shall be added together collectively to equal 4 pupils. Under the formula, LEA A, B, and C shall not be required to provide a facility.

ⁱⁱ The inclusion of pupils being served in leased facilities in the Facilities Plan pupil count serves the following functions: (1) Provides the OSC with an accurate count of pupils that require an LEA facility within the Area/SELPA; and (2) Encourages LEAs to identify and provide facilities within their Area in order to reduce the operational costs associated with a leased facility for all of the SELPA's member LEAs.

ⁱⁱⁱ Prior to the Operational Steering Committee (OSC) approval of a program transfer the OSC shall review a draft of the Facilities Plan, which shall include pupil data that reflects the potential loss of pupils in MCOE operated regionalized special education classrooms due to the program transfer.

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