

**BUTTE COUNTY SELPA
MEMORANDUM OF UNDERSTANDING
TRANSFER OF ERMHS FUNDS FROM MEMBER LEAS TO SELPA**

This Memorandum of Understanding ("MOU") is made by and between the Butte County SELPA ("SELPA") and the member local educational agencies ("Member LEAs") of the Butte County SELPA: [*Bangor Union Elementary School District, Biggs Unified School District, Butte County Office of Education, Chico Unified School District, Durham Unified School District, Golden Feather Union Elementary School District, Gridley Unified School District, Manzanita Elementary School District, Oroville City Elementary School District, Oroville Union High School District, Palermo Union School District, Paradise Unified School District, Pioneer Union Elementary School District, and Thermalito Union Elementary School District*]. The Governing Board of the SELPA and each Member LEA has approved this MOU and has authorized the execution of this MOU by an authorized agent. SELPA and the Member LEAs may be collectively referred to as the "Parties" or individually as a "Party."

Purpose of MOU

Whereas Under current law, state and federal funds for educationally-related mental health services ("ERMHS") for students eligible for special education and related services are distributed to the SELPA which then distributes these funds to Member LEAs in accordance with the SELPA Local Plan ("Local Plan") and SELPA Allocation Plan ("Allocation Plan"); and

Whereas The Governor's 2022-2023 State Budget includes a recommendation ("Proposal") that, effective for the 2022-2023 school year, all state and federal ERMHS funding shift from the SELPA and, instead, be distributed directly to each Member LEA; and

Whereas The Parties to this MOU have a history of collaborative local decision-making that, under the existing funding and allocation structure, has ensured that the full continuum of services, including ERMHS, is available to all students served by the SELPA; and

Whereas The Member LEAs recognize that, if the Proposal goes into effect, it will offer little benefit while making significant and unnecessary changes to the manner in which ERMHS services are provided; and

Whereas Changes from the Proposal are likely to result in program, funding, and staffing challenges that will impact the quality of services and thereby affect students, families, and staff across the SELPA; and

Whereas These changes and the resulting challenges and impacts will be particularly difficult on the students, parents, and staff of the smaller Member LEAs; and

Whereas To avoid the unnecessary changes and resulting consequences of the Proposal, the Parties desire to maintain the SELPA's previous structure for distributing state and federal ERMHS funds.

Now, therefore, In consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

1. MOU Conditioned on Proposal Going into Effect

The Parties agree that this MOU is conditioned on the adoption of the Proposal, or a similarly worded proposal, that distributes ERMHS funds directly to the Member LEAs instead of distributing them to the SELPA.

2. Effective Date

This MOU shall be effective as of the date of the last-executed signature below or the date on which the Proposal is adopted, whichever is later.

3. Member LEAs Shall Transfer ERMHS Funds to SELPA

Member LEAs agree that the allocation for state principal apportionment for ERMHS, and any federal ERMHS funds distributed to them for the 2022-2023 fiscal year, or any subsequent fiscal year in which this MOU is in effect, will be immediately "S-transferred" to the Butte County Office of Education as the Administrative Unit ("AU") for the SELPA. This "S-Transfer" will be initiated by the Butte County Office of Education's Fiscal Services Department

4. ERMHS Funds to be Distributed in Accordance with Current Allocation Plan

SELPA agrees that all ERMHS funds transferred from the Member LEAs to the SELPA AU will be allocated pursuant to the SELPA's current ERMHS Allocation Plan.

5. Changes to ERMHS Programming

The Parties agree that, if any changes in ERMHS services are required because of the Proposal and/or implementation of this MOU, these changes will be determined by the SELPA Governing Board based on local needs.

6. Timeline for Planning and Review of Any Changes in ERMHS Services

The SELPA agrees that any changes to ERMHS services will be addressed using the procedures set forth in the SELPA's Program Transfer Policy and in accordance with Education Code section 56207.

7. Automatic Renewal

The Parties agree that this MOU shall be renewed automatically for each subsequent fiscal year unless and until the planning and review indicated in Section 6, above, takes place and the SELPA Governing Board takes formal action to change the service delivery model, program operators, or method of allocating ERMHS funding.

8. Superseded by Action of the SELPA Governing Board

Parties agree that this MOU and/or any of its terms will be superseded, and thereby rendered null and void, if the SELPA Governing Board, following SELPA procedures, makes changes to the service delivery model, program operators, Local Plan, and/or Allocation Plan affecting the subject matter of this MOU.


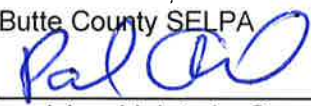




9. Severability/Waiver


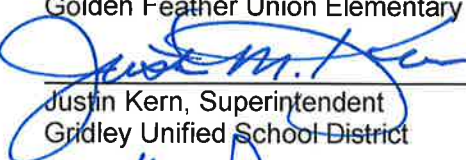
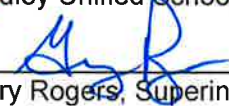


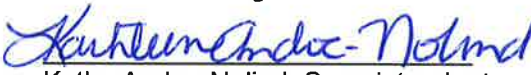
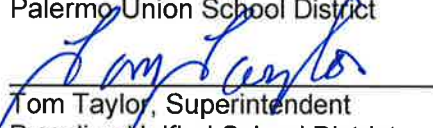
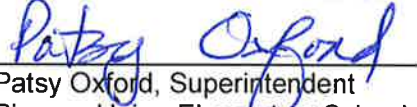

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10. Execution of MOU Electronically and in Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below:

Dated: <u>6/20/22</u>	By: <u></u> Aaron Benton, SELPA Director Butte County SELPA
Dated: <u>6/15/22</u>	By: <u></u> Paul Arnold, Interim Superintendent Bangor Union Elementary School District
Dated: <u>6-15-22</u>	By: <u></u> Doug Kaelin, Superintendent Biggs Unified School District
Dated: <u>6/15/22</u>	By: <u></u> Mary Sakuma, Superintendent Butte County Office of Education
Dated: <u>6/15/22</u>	By: <u></u> Kelly Staley, Superintendent Chico Unified School District
Dated: <u>6-15-22</u>	By: <u></u> John Bohannon, Superintendent Durham Unified School District

Dated: <u>6.15.22</u>	By: <u></u> Joshua Peete, Superintendent Golden Feather Union Elementary School District
Dated: <u>6/20/22</u>	By: <u></u> Justin Kern, Superintendent Gridley Unified School District
Dated: <u>6/20/22</u>	By: <u></u> Gary Rogers, Superintendent Manzanita Elementary School District
Dated: <u>6.15.22</u>	By: <u></u> Spencer Holtom, Superintendent Oroville City Elementary School District
Dated: <u>6.15.22</u>	By: <u></u> Corey Willenberg, Superintendent Oroville Union High School District
Dated: <u>6/22/22</u>	By: <u></u> Kathy Andoe Noland, Superintendent Palermo Union School District
Dated: <u>6/15/22</u>	By: <u></u> Tom Taylor, Superintendent Paradise Unified School District
Dated: <u>6/15/22</u>	By: <u></u> Patsy Oxford, Superintendent Pioneer Union Elementary School District
Dated: <u>6/15/22</u>	By: <u></u> Greg Blake, Superintendent Thermalito Union Elementary School District



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Butte County Office of Education
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Proudly Serving
Bangor UESD
Biggs USD
Butte COE
Chico USD
Durham USD
Golden Feather UESD
Gridley USD
Manzanita ESD
Oroville City ESD
Oroville UHSD
Palermo Union SD
Paradise USD
Pioneer UESD
Thermalito Union ESD



“Different. Not less.”
-Temple Grandin

SELPA GOVERNING BOARD MEETING

Agenda Item Summary

PREPARED BY: Aaron Benton

MEETING DATE: June 15, 2022

AGENDA ITEM: 6

TOPIC/ ISSUE: Educationally-Related Mental Health Services (ERMHS) Memorandum of Understanding - Action **

BACKGROUND: As previously discussed, the Governor's Budget Proposal continues to include a recommendation to shift ERMHS funding to LEAs instead of SELPAs effective July 1, 2022. While the Legislature's Proposal has rejected the change, in the event it is somehow still included, the Director has drafted an agreement with Heather Edwards, Esq. to preserve the functioning of ERMHS programming within our SELPA pursuant to our current allocation model. The Director will review the key terms of this Memorandum of Understanding to ensure members feel comfortable with this agreement. The agreement is only effective if the Governor's proposal stays in the final agreement between the Administration and the Legislature.

FINANCIAL IMPACT: This preserves our current allocation model.

SELPA RECOMMENDATION: Move to approve the ERMHS MOU on behalf of all member LEAs of Butte County SELPA and to circulate the document for signatures before June 30, 2022.