

**POLICY 19**  
**SPECIAL EDUCATION HOUSING**

*Adopted by Superintendents' Council 5/6/96*  
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## SONOMA COUNTY SELPA

### SPECIAL EDUCATION HOUSING POLICY

#### I. INTRODUCTION

The districts of the SELPA are committed to the provision of special education services to all students with disabilities in the least restrictive environment as required by State and Federal law. It is the districts' commitment to assure that when it is not possible for students with disabilities to be educated in their home schools, they receive the services specified in their IEPs in classrooms located as close to their homes as possible. This goal is intended to fulfill the SELPA's purpose that the students and staff be included to the greatest extent possible as a part of the school community. To fulfill this commitment, the districts shall provide classroom space for all special education students in Sonoma County.

Each school district accepts the ultimate responsibility for providing classroom facilities, or the financial resources to provide classroom facilities, for the special education students residing within its boundaries. A district may join with other districts in its area to provide classroom space or the financial support to house their students. The classroom needs of all students, both general and special education, must be considered in all decisions regarding the allocation of classroom space.

Maximum effort will be made to avoid the over representation of special education classes on an individual school site. In addition, classrooms should be sited to promote natural opportunities for students with disabilities to participate with chronologically age-appropriate, general education students in academic, non-academic and extra-curricular activities to the maximum extent appropriate for the needs of both the special and general education students.

#### II. POLICIES AND PROCEDURES

The Sonoma County SELPA Office will be responsible for the implementation and monitoring of this policy. Such responsibility will include the determination of classrooms owed and provided by each district, the calculation of amounts owed by each district, and the amount of funds owed to districts. The SELPA Office will be responsible for the collection and disbursement of funds.

This policy details the process, procedure and requirement for the provision of such classroom space for the regional operators of special day class programs for students with severe disabilities and for preschool children (intensive) in the Sonoma County SELPA. A regional operator is defined as the Sonoma County Office of Education or an LEA that is the exclusive provider of a program to students with severe disabilities in the SELPA, such as the Deaf and Hard of Hearing Infant-6<sup>th</sup> grade program operated by the Santa

Rosa City Schools. This policy does not apply to the provision of classroom space for students with non-severe disabilities served in district programs.

This policy does not apply to districts that serve all of their own students within district-provided classrooms. A region or consortium formed to serve special education students may develop agreements independent of this policy to address the provision of housing within the region or consortium, or may choose to incorporate comparable language in its agreements.

In compliance with State law and the American with Disabilities Act (ADA), all public school districts must provide accessible facilities for all individuals with disabilities.

The Sonoma County Office of Education will explore all available sources of funding for the construction of new classrooms, including the State's School Facility Program. Districts that agree to develop housing on their site(s) will assist the County Office of Education in the application process to facilitate eligibility for State funding.

### III. PROVISION OF CLASSROOM SPACE BY DISTRICTS

#### A. Priorities for Use of Classroom Space

Each district has an obligation to provide classroom space for special education pupils residing in its district based on the following priorities:

- General Education classrooms
- Special Education (SDC severe and non-severe, RSP and DIS, Preschool, including the Intensive and Non-intensive programs)
- Other state or federally mandated classroom programs

Classroom space used for any other purpose is considered secondary in nature and will be considered available for use by the three types of programs listed above.

#### B. Calculation of Classroom Space Obligated by Districts

Classroom space needed for those programs specified in this policy will be calculated using the following procedure:

1. The December 1 Pupil Count of students enrolled in the programs covered by this policy will serve as the basis for calculating the classroom space owed by each district in the subsequent school year.

In the event of an approved program transfer, the following modifications will apply during the year of the transfer:

The December 1 Pupil Count of the district initiating the program transfer will be subtracted by a pupil count of the number of students transferred from the County Office to the district, taken on October 1 of the year of the transfer. The adjusted count will serve as the basis for calculating the classroom space owed by the district in the year of the transfer.

2. Excluded from the calculation are students served in full inclusion programs and community based programs.
3. For special day class programs, 9.5 students will equal one classroom owed to the program operator(s).
4. In the event a district is operating a regional program(s) serving severely disabled special day class students and/or preschool students from the SELPA, those classrooms will be deducted from what is considered to be the district's obligation to the program operators.
5. When the program operator owns or leases a non-district classroom located on district property, that classroom will generate one-half credit toward the calculation of the district's housing obligation.
6. By February 15 of each year, the SELPA will provide to the districts a matrix of the number of classrooms owed the following school year based on the December 1 pupil count of the prior calendar year as well as the number of classrooms provided by the districts during the current school year.
7. This will allow districts the opportunity to begin projections for the provision of classrooms for the subsequent school year. Each district will have two options for fulfilling its housing obligation.
  - The provision of classroom space (this is the preferable option)
  - In the event that a district is unable or unwilling to provide the obligated classroom space, it will be charged a housing fee with the amount established by the Superintendents' Council and payable to the SELPA Office. (See Section VI, 1)
8. Classroom space offered by the district must not only meet the standards specified in this policy (See Section III, E), but must also be appropriate to the needs of the program operator.

Criteria for appropriateness include the following:

- Usage of the classroom offered does not result in unusual additional costs

- Usage of the classroom reduces transportation time and cost
- There should be a sufficient population to sustain the classroom for at least three years
- The classroom offered provides for proximity to non-disabled peers

C. Consortiums

Districts are encouraged to form regions and/or consortia in order to facilitate regionalization and the provision of classrooms closer to home, to reduce transportation time and costs, and to maximize the flexibility in the provision of classrooms. If a district within the region is designated as the lead agency for purposes of the transfer of dollars, if any, between the SELPA and the region, then the SELPA shall make the calculations specified above by region rather than by district. It is recommended that a Memorandum of Understanding be developed to address any fiscal agreements among the districts.

D. Contracts for Provision of Classroom Space

1. By February 28 of each year, districts will notify operators of the programs of their intention to reclaim classroom space by not renewing expiring contracts for classrooms currently used for the programs.
2. Negotiations between operators of programs and districts for new contracts or other arrangements to provide classroom space shall be completed by May 1 of each year.
3. Contracts for classroom space shall be for a specific classroom and shall be for a minimum of three (3) years. The use of classrooms for Extended School Year programs are included in the contracts. The relocation of classrooms for Extended School Year programs shall be negotiated between the district and program operator.
4. Termination of contracts prior to their expiration date shall be by mutual consent of the district and program operator.
5. If a district unilaterally terminates a contract and reclaims classroom space resulting in the need for the program operator to obtain classroom space elsewhere, the district shall pay all relocation costs (e.g., moving costs, extra duty pay, etc.).

E. Standard for Classrooms

Classrooms provided by district as a means of fulfilling their housing obligation shall meet the following standards:

1. One classroom (approximately 960 square feet) will be provided in accordance with established State and Federal standards (i.e., applicable Americans with Disabilities Act accessibility standards, Health and Safety Codes, fire alarm requirements, and Field Act standards, or a waiver of Field Act standards for every nine and a half (9.5) severely disabled special day class students and preschool special day class students.
2. Running water will be provided in all classrooms where the availability of water within the classroom is necessary to meet the instructional needs of the students, as determined by the program operator. The provision of running hot water is the responsibility of the program operator.
3. Air conditioning will be included in classrooms as mutually determined by the program operator and the district, and all costs (excluding operational costs) associated with additional air conditioning is at the expense of the program operator (e.g., purchase and installation of the air conditioning unit and additional wiring).
4. In-class toilet facilities will be provided as appropriate for the age and the needs of the students and as determined by the program operator with the approval of the district. All costs associated with the in-class toilet is the responsibility of the program operator.

Students will have access to toileting facilities on campus available to all other students.

It is the intent of this policy to respect the privacy rights of special education students, which accord them with basic human dignity. It is especially important that the program operator be sensitive to privacy issues related to the increasing age of students and to gender differences.

The toilet and/or changing area shall be large enough to accommodate personal hygiene activities. If the area is not large enough, it is the responsibility of the program operator to make the necessary arrangements in cooperation with the district (e.g., partition wall within the classroom, use of a private location, such as a nurse's office, etc.).

5. Windows that can be opened or adequate ventilation shall be provided in all classrooms by the district.
6. Floor coverings, which are comparable to those in adjacent or other classrooms on site, will be provided by the district. Modifications, if needed, will be negotiated between the program operator and the district.

7. The site will provide a jack to the room connected to its local area network achieving Internet access. If this is not currently possible, the site will include SCOE classrooms in site plans for future technological upgrades.
8. Each classroom will be provided with an intercom or equipment for communication with the school office.
9. Each classroom will be provided with a telephone.

F. Custodial Service

Custodial service, including daily classroom cleaning for all classrooms, whether district or program operator owned, shall be the responsibility of the district. The program operator will provide information regarding daily classroom based on the attached standards.

G. Maintenance

Maintenance service shall be the responsibility of the owner of the facility. This includes regularly scheduled and preventative classroom maintenance such as filter replacements, carpet cleaning, floor polishing, light bulb replacements, etc.

H. Repairs

Classroom repair due to normal wear for such items as plumbing, windows, locks, roofs, cooling and heating systems, etc. shall be the responsibility of the owner of the facility.

Repairs of the facility for any damage caused by the program staff and/or students and repairs of the personal property owned by the program shall be the responsibility of the program operator.

I. Relocation of Classrooms

In the event a district has to relocate a program operator's classroom due to planned renovations, fire, natural disaster, vandalism or other emergency situations when the classroom is unsuitable for housing students, the district remains responsible for providing adequate temporary housing until repairs can be completed. The district will make every effort to house the students on the same school site.

In the event a district relocates a program operator's classroom during the summer months from one school site to another for reasons other than construction, rehabilitation or acts of God, it shall pay the true and actual costs of relocating the

classroom (e.g., movers, storage, supplemental pay, telephone installation, rehabilitation of classroom, etc.).

J. Provision of Classroom Space Beyond District Obligation

When a district exceeds its housing obligation by providing additional classroom space, the SELPA will pay the district the approved SELPA housing rate. (See Section VI, 3.)

IV. PROVISION OF NEW CLASSROOMS BY THE DISTRICT OR PROGRAM OPERATOR ON DISTRICT PROPERTY

For districts or the program operator choosing to provide or acquire new classrooms, the following one time costs shall be the responsibility of the owner of the facility or new classrooms:

- Site preparation
- Delivery of classroom
- Set up of classroom
- Water and sewer hook-up
- Telephone and internet hook-up
- Fire alarm installation
- Electric and/or gas hook-up
- Architectural and other fees

Classrooms provided by new construction shall meet all the requirements specified in Section III, E (Standards for Classrooms).

V. RESPONSIBILITY FOR CLASSROOMS PLACED BY THE PROGRAM OPERATOR ON DISTRICT PROPERTY

When the program operator provides classroom space on district property, the following shall apply:

1. The program operator shall be responsible for all requirements specified in Section III, E (Standards for Classrooms).
2. Custodial service, including daily classroom cleaning for all classrooms, shall be the responsibility of the district. The program operator will provide information regarding daily classroom cleaning as identified in the attached standards.

The district shall receive an annual payment for custodial services from the program operator for classrooms placed by the program operator on district property. The rate shall be established by the SELPA. (See Section VI, 2.)



3. Maintenance service shall be the responsibility of the owner of the facility. This includes regularly scheduled and preventative classroom maintenance such as filter replacements, carpet cleaning, floor polishing, light bulb replacements, etc.
4. Classroom repair due to normal wear for such items as plumbing, windows, roofs, locks, cooling and heating systems, etc. shall be the responsibility of the program operator.

Repairs of the facility for any damage caused by the program staff and/or students and repairs of the personal property owned by the program shall be the responsibility of the program operator.

5. Any permanent site improvement not required by this policy shall be agreed to by the district prior to making any modifications. The cost of such improvements shall be the responsibility of the program operator. The maintenance of the agreed upon building improvements shall be the responsibility of the district. "Permanent site improvements" are defined as modifications to the structure which remain with the building when vacated by the program operator.

## VI. FINANCIAL ARRANGEMENTS

1. The SELPA housing rate shall be \$6,548 for 2001-2002, automatically adjusted annually by the funded revenue limit COLA. Should the revenues exceed the expenditures in a given year, the surplus shall be redistributed to those districts that provide more housing than obligated. Should the expenditures exceed the revenues, the payments to districts that provide more housing than obligated will be reduced proportionally.
2. The SELPA custodial rate for classrooms placed by the program operator on district property shall be \$4,225.63 for 2009-2010, automatically adjusted annually by the funded revenue limit COLA.
3. When a district exceeds its housing obligation by providing additional classroom space, the program operator will pay the district the approved SELPA housing rate.
4. The following is the billing/collection cycle by SCOE and the SELPA Office:
  - Invoices to districts that owe dollars for unfulfilled housing obligations (March 15)
  - Payment to districts that exceed their housing obligations (March 15)
  - Payment to districts for custodial services for SCOE-owned classrooms (March 15)

VII. DISPUTE RESOLUTION

In the event of a disagreement regarding any aspect of this policy, parties shall utilize the dispute resolution process included in the SELPA Local Plan.

## STANDARDS FOR CLEANING OF CLASSROOMS

The following cleaning schedule indicates how often certain areas must be cleaned:

1. Clean the following areas and items daily:
  - a. Classrooms, bathrooms, and the kitchen
  - b. Floors
  - c. Sinks and faucet handles
  - d. Cabinet drawer handles
  - e. Doorknobs
2. Clean the following bathroom areas and fixtures daily:
  - a. Walls behind sinks
  - b. Toilets
  - c. Portable potty (After disinfecting, rinse the surface with clear water and wipe it dry.)
3. Vacuum carpets daily. (If a rug or carpet is soiled, it should be disinfected immediately.)
4. Clean waste receptacles monthly.
5. Steam clean carpets quarterly.