

Board Office Use: Legislative File Info.	
File ID Number	25-1986
Introduction Date	9/10/2025
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Interim Superintendent  
Jennifer Blake, Executive Director of Special Education Department  
Rain Johnson, Special Education Local Plan Area (SELPA) Director

**Meeting Date** September 10, 2025

**Subject** Memorandum of Understanding Bay Area Collaborative Fee Agreement (BAC) – Special Education Department

**Ask of the Board** Ratification by the Board of Education of Memorandum of Understanding (MOU or Agreement) by and between the Oakland Unified School District (District or OUSD) and Interagency SELPA Directors, to establish a fee to be paid by the Special Education Local Plan (SELPA) membership to support the services provided by the SELPA(s) serving as Chair of the Bay Area Collaborative (BAC), for the period of July 1, 2025 through June 30, 2026, in an amount not to exceed \$800.00.

**Background** This is a cost sharing agreement for the Special Education Local Plan (SELPA) serving as chair of the Bay Area Collaborative (BAC). The SELPA is serving as the chair of the BAC which incurs many additional responsibilities throughout the year and this fee agreement is intended to address that workload for the SELPA serving as chair of the BAC. The fee for SELPA members of the BAC ranges from \$500-\$100 per year based upon the total ADA of the SELPA from the prior year.

**Fiscal Impact** Resource 6500 Special Education Funding

**Attachment(s)**

- MEMORANDUM OF UNDERSTANDING Bay Area Collaborative Fee Agreement
- Solano County Office Of Education – SELPA Customer Invoice: INV26-01341

**CN 0015\_2025-26**  
**MEMORANDUM OF UNDERSTANDING**  
**Bay Area Collaborative**  
**Fee Agreement**

THIS MEMORANDUM OF UNDERSTANDING (MOU or Agreement) is entered into for the 2025-2026 fiscal year (July 1, 2025 through June 30, 2026, and annually thereafter) by the membership of the Bay Area Collaborative (BAC) to establish a fee to be paid by the SELPA membership to support the services provided by the SELPA(s) serving as Chair of the BAC.

**RECITALS**

1. WHEREAS, the BAC is a group comprised of member SELPA Directors, one nonpublic agency representative, and one nonpublic school representative selected by the SELPA Directors, whose purpose is to collectively and collaboratively create an annual Master Contract and negotiate rates for the nonpublic school and agency preferred providers of special education services; and
2. WHEREAS, the SELPA Director serving as the Chair of the BAC is responsible for the following tasks:
  - a. Communicate meeting dates and agendas to BAC members;
  - b. Convene meetings throughout the year to:
    1. Update the Master Contract
    2. Conduct rate negotiations and address rate negotiation appeals
    3. Conduct other business as needed;
  - c. Publish on the BAC website:
    1. Lists of preferred nonpublic agency/school providers
    2. Rate sheets, rate bands, and other documents;
  - d. Maintain historical data related to the BAC's operations; and
  - e. Share information among BAC members and preferred nonpublic agency/school representatives regarding statewide or regional issues.

**PURPOSE OF AGREEMENT**

NOW, THEREFORE, the SELPA Directors who are members of the BAC mutually agree as follows:

1. Each SELPA member of the BAC, with the exception of the SELPA serving as Chair of the BAC, agrees to pay an annual fee to support the services referenced in paragraph 2 of the Recitals, above, based upon the total SELPA's Average Daily Attendance at the prior year's First Principal Apportionment (P1) period (see Attachment A). Example, the 2025-2026 fee will be based upon the 2024-2025 P1 Total SELPA ADA.
2. The fee will be paid by each member SELPA directly to the SELPA serving as Chair not later than September 1 annually.

**TERM AND RENEWAL**

The term of this Agreement shall be one year, commencing on July 1, 2025 and ending on June 30, 2026. The Agreement shall automatically renew every year for a

subsequent one-year term. During the one-year term, any party seeking to amend, modify, or terminate the Agreement shall do so by following the procedures set forth in the Annual Review and Modification of Agreement section of this Agreement.

### **ANNUAL REVIEW AND MODIFICATION OF AGREEMENT**

The parties shall jointly review the terms of the Agreement annually prior to March 1 of each year in which the agreement is in effect. Although it is the intent of the parties to hold such joint annual review, failure to timely conduct the annual review shall not constitute a breach of the Agreement nor operate as a waiver of any provisions herein. This Agreement may be modified, amended or terminated by written mutual consent of the Parties.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed in this Agreement. This Agreement may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

#### **CONTRA COSTA SELPA**

By: MaryAnn Frates  
MaryAnn Frates (Jun 9, 2025 15:53 PDT)

Date: 06/09/2025

#### **MARIN COUNTY SELPA**

By: Rebecca Minnich

Date: 06/09/2025

#### **MID-ALAMEDA COUNTY SELPA**

By: Goko Ostreicher

Date: 06/16/2025

#### **MISSION VALLEY SELPA**

By: Sarah Kappler  
Sarah Kappler (Jun 9, 2025 16:50 PDT)

Date: 06/09/2025

#### **MT. DIABLO SELPA**

By: Wendy Aghily  
Wendy Aghily (Jun 16, 2025 08:44 PDT)

Date: 06/16/2025

**NAPA COUNTY SELPA**

By: Kelsey Petithomme

Date: 06/10/2025

**NORTH REGION SELPA**

By: Katy Babcock

Date: 06/09/2025

**OAKLAND SELPA**

By:  Jennifer Blake (Jun 13, 2025 10:59 PDT)

Date: 06/13/2025

**SAN FRANCISCO SELPA**

By: Chad Schimke  
Chad Schimke (Jun 9, 2025 11:04 PDT)

Date: 06/09/2025

**SAN RAMON VALLEY SELPA**

By: Linda Rowley Thom

Date: 06/09/2025

**SOLANO COUNTY SELPA**

By:  Andrew Ownby (Jun 11, 2025 11:14 PDT)

Date: 06/09/2025

**TRI-VALLEY SELPA**

By: Nanette Gray  
Nanette Gray (Jun 9, 2025 13:24 PDT)

Date: 06/09/2025

**VALLEJO CITY UNIFIED SELPA**

By: Kristen Hardy

Date: 06/27/2025

**WEST CONTRA COSTA SELPA**

By: Jeff Carter

Date: 06/25/2025

Approved as to form by:

  
Roxanne De La Rocha  
OUSD Staff Counsel

09/06/2025  
Date

## Attachment A

### Fee Schedule

The annual fee is determined by the prior year's First Principal Apportionment (P1) Average Daily Attendance of the "Total SELPA" as reported by CDE on the following schedule

ADA Range	Fee
0-10,1000	\$500
10,000 - 20,000	\$600
20,000 - 30,000	\$700
30,000 - 40,000	\$800
40,000 - 50,000	\$900
50,000+	\$1,000

#### 2024-2025 P1 Total SELPA ADA

SELPA Number	SELPA Name	County	ADA
0701	Contra Costa	Contra Costa	68,757.19
2100	Marin County	Marin	28,690.59
0111	Mid-Alameda County	Alameda	41,357.01
0115	Mission Valley	Alameda	46,056.04
0711	Mt. Diablo	Contra Costa	27,435.45
2800	Napa County	Napa	17,454.58
0112	North Region	Alameda	24,085.04
0113	Oakland	Alameda	30,707.51
3800	San Francisco	San Francisco	46,971.15
0713	San Ramon Valley	Contra Costa	28,204.29
4801	Solano County	Solano	43,576.70
0114	Tri-Valley	Alameda	38,708.55
4811	Vallejo City Unified SELPA	Solano	8,884.26
0712	West Contra Costa	Contra Costa	24,009.23

**CN 0015\_2025-26**  
**MEMORANDUM OF UNDERSTANDING**  
**Bay Area Collaborative**  
**Fee Agreement**

THIS MEMORANDUM OF UNDERSTANDING (MOU or Agreement) is entered into for the 2025-2026 fiscal year (July 1, 2025 through June 30, 2026, and annually thereafter) by the membership of the Bay Area Collaborative (BAC) to establish a fee to be paid by the SELPA membership to support the services provided by the SELPA(s) serving as Chair of the BAC.

**RECITALS**

1. WHEREAS, the BAC is a group comprised of member SELPA Directors, one nonpublic agency representative, and one nonpublic school representative selected by the SELPA Directors, whose purpose is to collectively and collaboratively create an annual Master Contract and negotiate rates for the nonpublic school and agency preferred providers of special education services; and
2. WHEREAS, the SELPA Director serving as the Chair of the BAC is responsible for the following tasks:
  - a. Communicate meeting dates and agendas to BAC members;
  - b. Convene meetings throughout the year to:
    1. Update the Master Contract
    2. Conduct rate negotiations and address rate negotiation appeals
    3. Conduct other business as needed;
  - c. Publish on the BAC website:
    1. Lists of preferred nonpublic agency/school providers
    2. Rate sheets, rate bands, and other documents;
  - d. Maintain historical data related to the BAC's operations; and
  - e. Share information among BAC members and preferred nonpublic agency/school representatives regarding statewide or regional issues.

**PURPOSE OF AGREEMENT**

NOW, THEREFORE, the SELPA Directors who are members of the BAC mutually agree as follows:

1. Each SELPA member of the BAC, with the exception of the SELPA serving as Chair of the BAC, agrees to pay an annual fee to support the services referenced in paragraph 2 of the Recitals, above, based upon the total SELPA's Average Daily Attendance at the prior year's First Principal Apportionment (P1) period (see Attachment A). Example, the 2025-2026 fee will be based upon the 2024-2025 P1 Total SELPA ADA.
2. The fee will be paid by each member SELPA directly to the SELPA serving as Chair not later than September 1 annually.

**TERM AND RENEWAL**

The term of this Agreement shall be one year, commencing on July 1, 2025 and ending on June 30, 2026. The Agreement shall automatically renew every year for a

subsequent one-year term. During the one-year term, any party seeking to amend, modify, or terminate the Agreement shall do so by following the procedures set forth in the Annual Review and Modification of Agreement section of this Agreement.

### **ANNUAL REVIEW AND MODIFICATION OF AGREEMENT**

The parties shall jointly review the terms of the Agreement annually prior to March 1 of each year in which the agreement is in effect. Although it is the intent of the parties to hold such joint annual review, failure to timely conduct the annual review shall not constitute a breach of the Agreement nor operate as a waiver of any provisions herein. This Agreement may be modified, amended or terminated by written mutual consent of the Parties.

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed in this Agreement. This Agreement may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

#### **CONTRA COSTA SELPA**

By: MaryAnn Frates  
MaryAnn Frates (Jun 9, 2025 15:53 PDT)

Date: 06/09/2025

#### **MARIN COUNTY SELPA**

By: Rebecca Minnich

Date: 06/09/2025

#### **MID-ALAMEDA COUNTY SELPA**

By: Goko Ostreicher

Date: 06/16/2025

#### **MISSION VALLEY SELPA**

By: Sarah Kappler  
Sarah Kappler (Jun 9, 2025 16:50 PDT)

Date: 06/09/2025

#### **MT. DIABLO SELPA**

By: Wendy Aghily  
Wendy Aghily (Jun 16, 2025 08:44 PDT)

Date: 06/16/2025

**NAPA COUNTY SELPA**

By: Kelsey Petithomme

Date: 06/10/2025

**NORTH REGION SELPA**

By: Katy Babcock

Date: 06/09/2025

**OAKLAND SELPA**

By:  Jennifer Blake (Jun 13, 2025 10:59 PDT)

Date: 06/13/2025

**SAN FRANCISCO SELPA**

By: Chad Schimke  
Chad Schimke (Jun 9, 2025 11:04 PDT)

Date: 06/09/2025

**SAN RAMON VALLEY SELPA**

By: Linda Rowley Thom

Date: 06/09/2025

**SOLANO COUNTY SELPA**

By:  Andrew Ownby (Jun 12, 2025 11:14 PDT)

Date: 06/09/2025

**TRI-VALLEY SELPA**

By: Nanette Gray  
Nanette Gray (Jun 9, 2025 13:24 PDT)

Date: 06/09/2025

**VALLEJO CITY UNIFIED SELPA**

By: Kristen Hardy

Date: 06/27/2025

**WEST CONTRA COSTA SELPA**

By: Jeff Carter

Date: 06/25/2025



## Attachment A

### Fee Schedule

The annual fee is determined by the prior year's First Principal Apportionment (P1) Average Daily Attendance of the "Total SELPA" as reported by CDE on the following schedule

ADA Range	Fee
0-10,1000	\$500
10,000 - 20,000	\$600
20,000 - 30,000	\$700
30,000 - 40,000	\$800
40,000 - 50,000	\$900
50,000+	\$1,000

#### 2024-2025 P1 Total SELPA ADA

SELPA Number	SELPA Name	County	ADA
0701	Contra Costa	Contra Costa	68,757.19
2100	Marin County	Marin	28,690.59
0111	Mid-Alameda County	Alameda	41,357.01
0115	Mission Valley	Alameda	46,056.04
0711	Mt. Diablo	Contra Costa	27,435.45
2800	Napa County	Napa	17,454.58
0112	North Region	Alameda	24,085.04
0113	Oakland	Alameda	30,707.51
3800	San Francisco	San Francisco	46,971.15
0713	San Ramon Valley	Contra Costa	28,204.29
4801	Solano County	Solano	43,576.70
0114	Tri-Valley	Alameda	38,708.55
4811	Vallejo City Unified SELPA	Solano	8,884.26
0712	West Contra Costa	Contra Costa	24,009.23



# Solano County Office of Education - SELPA

5100 Business Center Drive  
Fairfield, CA 94534  
(707) 399-4415  
SCOEBusiness@SolanoCOE.net

## CUSTOMER INVOICE

OAKLAND SELPA  
1011 UNION STREET  
OAKLAND, CA 94607

Invoice # **INV26-01341**  
Invoice Date 07/22/2025  
Due Date 09/01/2025  
Customer # OSLPA  
Contract/Reference #

2025-26 BAC Fee

Description	Qty	Unit	Unit Price	Amount
Attention: Oakland SELPA	1.00		800.00	800.00
2025-26 Bay Area Collaborative Fee Agreement				
CN 0015_2025-26 Bay Area Collaborative Fee Agreement				
			Taxable Total	.00
			Non-Taxable Total	800.00
			Sales Tax (8.375%)	.00
			Less Payments Received	.00
<b>BALANCE DUE</b>				<b>\$800.00</b>

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

District Account Number	Account Amount
04- 9260- 0- 0000- 0000- 8699- 178- 0400	800.00

Please make checks payable to: **Solano County Office of Education/SELPA DEPARTMENT**

Mail To:

**Solano County Office of Education - SELPA**  
**Attn: Accounts Receivable**  
**5100 Business Center Drive**  
**Fairfield, CA 94534**

Invoice # **INV26-01341**  
Amount Due **\$800.00**  
Customer # **OSLPA**

Customer Copy

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Solano County Superintendent of Schools</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>2</b> Business name/disregarded entity name, if different from above. <b>Solano County Office of Education</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) <b>Public Education Entity</b>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>5100 Business Center Drive</b>	
	<b>6</b> City, state, and ZIP code <b>Fairfield, CA 94534</b>	
<b>Requester's name and address (optional)</b>		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
9	4		-	6	0	0	2	1	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they