



DESERT / MOUNTAIN
CHARTER SELPA

Chapter 11: Admission of LEAs to the Charter SELPA

SECTION A: LEA MEMBERSHIP TO A SELPA

SECTION B: APPLICATION REQUIREMENTS

SECTION C: LOCAL PLAN ASSURANCE

SECTION D: GOVERNANCE

SECTION E: AGREEMENT FOR PARTICIPATION

APPENDIX A: CHARTER SELPA APPLICATION TIMELINE

APPENDIX B: CHARTER SELPA APPLICATION CHECKLIST

APPENDIX C: AGREEMENT FOR PARTICIPATION

Introduction

It is the intent of the Desert/Mountain Charter Special Education Local Plan Area (SELPA) to provide options for charter schools in terms of membership. While it is always preferable for a charter school to participate in their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership. The information contained herein provides guidelines and specific criteria which must be met for a charter school to be considered for Local Education Agency (LEA) membership in the Charter SELPA.

Any charter school may apply to the Charter SELPA to become a Charter LEA member. Applications must be made to the Charter SELPA on or before January 31st of the school year preceding the school year in which the charter school anticipates operating as a Charter LEA member within the Charter SELPA. Refer to Appendix A for Charter Application Timeline.

Charter LEA member status will not become effective prior to July 1st of the year in which final approval is granted. Once granted LEA membership, the new Charter LEA will participate in the governance of the Charter SELPA in the same manner as all other Charter LEA members.

The charter school will be deemed a Charter LEA member of the Charter SELPA if the California Association of Health and Education Linked Professions, a Joint Powers Authority (CAHELP JPA), Governance Council determines that the Charter LEA has met all requirements as specified in the Charter SELPA Local Plan and policies and procedures.

DEFINITIONS

A. LEA Charter Schools (Independent LEA)

Nonprofit charter schools that are LEAs for the purposes of special education shall be referred to as LEA charter schools (Independent Charter) (*Title 20 of the United States Code § 1413(e)(1)(B)*; *Title 34 of the Code of Federal Regulations § 300.209(c)*; *Education Code § 47641*).

A charter school that operates as a LEA member in an approved SELPA shall be deemed to be an LEA charter school (Independent Charter) (*Education Code §§ 47640 and 56026.3*). Any charter school located within the state of California may apply to the Charter SELPA for participation as a Charter LEA member in the Charter SELPA. Whether a Charter LEA is located within San Bernardino County or outside of the geographic boundaries of the county, a Charter LEA is responsible to comply with all provisions of the Individuals with Disabilities Education Act (IDEA), implement federal and state regulations, and to ensure that a free appropriate public education (FAPE) is provided to all children with disabilities who are enrolled in and attend the Charter LEA in the same manner that children with disabilities are served in other public schools (*Title 34 of the Code of Federal Regulations §§ 300.209(c) and 300.28*; *Education Code §§ 47640 and 56145*).

Charter LEAs are independent entities under the IDEA. Thus, Charter LEAs under the oversight of the authorizing entity, are responsible for the delivery of appropriate services to a child with a disability and compliance with IDEA (*Friendship Edison Public Charter School Collegiate Campus v. Murphy ex rel. D. W.*, 46 IDELR 127; *Hyde Leadership Public Charter School v. Lewis*, 46 IDELR 158; *Idea Public Charter School v. Belton*, 45 IDELR 158).

A nonprofit charter school that desires to participate as a Charter LEA of the Charter SELPA may petition the Charter SELPA Executive Council for consideration to participate in the Local Plan. In reviewing the request by a charter school to participate in the Charter SELPA, the Charter SELPA Review Committee may not treat the charter school differently from the manner that it treats a similar request made by another LEA within the Charter SELPA (*Education Code § 47645*).

Charter LEAs participate as equal LEA members of the Charter SELPA in the development and approval of the Charter SELPA fiscal allocation plan and in the distribution of federal and state funds among Charter LEA members of the Charter SELPA per the method of distribution approved by the Charter SELPA policymaking process (*Education Code § 56195.7(i)*).

A Charter LEA that does not participate as a Charter LEA member in a SELPA may not be deemed a LEA and shall be deemed a public school of the LEA that authorized the charter school (*Education Code § 47641(b)*).

B. Charter School of the LEA (Dependent LEA)

Charter schools that are public schools of the LEA shall be referred to as charter schools of the LEA (Dependent LEA) (*Title 20 of the United States Code § 1413(a)(5); Title 34 of the Code of Federal Regulations § 300.209(b); Education Code § 47646*).

LEAs that authorize charter schools as public schools of the LEA (Dependent LEA) are responsible for ensuring that FAPE is provided to all children with disabilities who are enrolled in and attending the charter schools (*Title 34 of the Code of Federal Regulations § 300.209(b)(ii)(B)(2)(i); Education Code § 47646*).

To this end, the Dependent LEA must serve children with disabilities who attend the Dependent LEA in the same manner as children with disabilities are served in other schools of the authorizing LEA (*Education Code § 56145*). Services to children with disabilities must include the provision of supplementary aids and related services to the same extent to which the authorizing LEA has a policy or practice of providing such services to its other public schools (*Title 34 of the Code of Federal Regulations § 300.209(b)(i)*).

The authorizing LEA must provide an equitable share of special education funding and/or services for the provision of special education to children with disabilities attending charter schools (Dependent LEAs) of the authorizing LEA. If funding is provided, such funding must be provided on the same basis and at the same time as funds are provided to other public schools in the authorizing LEA, including proportional distribution based on relative enrollment of children with disabilities (*Title 34 of the Code of Federal Regulations § 300.209(b)(ii)(A); Education Code § 47646(b)(1)*). In lieu of or in addition to providing funding for the provision of special education services, the authorizing LEA may provide any necessary special education services, including administrative support, and itinerant services on behalf of children with disabilities enrolled in the charter school of the authorizing LEA (*Education Code § 47646(b)*).

C. Geographic Limitations

State law provides geographical restrictions on the operations of charter schools. Specifically, the geographic and site limitations of the Charter Schools Act apply to all charter schools, including nonclassroom-based programs. Charter schools are prohibited from operating facilities outside of the geographical boundaries of their authorizing LEA, subject to limited exceptions. A charter school must identify a single charter school that will operate within the geographic boundaries of the LEA (*Education Code § 47605(a)(1)*), or, if multiple sites will operate within the authorizing LEA, that all locations be identified in the charter petition. Additionally, where a charter school provides a majority of its educational services in, and a majority of its students are residents of, the county in which it is authorized, the charter school may establish a resource center, meeting space, or other satellite facility in an adjacent county, provided the facility is used exclusively for educational support of students enrolled in nonclassroom-based independent study.

D. Chartering Authority

Education Code § 47604.32 states that each charter authorizer, in addition to any other duties imposed by this part, is responsible for the following with respect to each charter school under its authority:

1. Identifying at least one staff member as a contact person for the charter school;
2. Visiting each charter school at least annually;
3. Ensuring that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to California Education Code § 47606.5;
4. Monitoring the fiscal condition of each charter school under its authority;
5. Providing timely notification to the California Department of Education (CDE) if any of the following circumstances occur or will occur regarding a charter school for which it is the charter authority:
 - a. A renewal of the charter is granted for any reason;
 - b. The charter is revoked; or
 - c. The charter school will cease operation for any reason.

Section A – LEA Membership to a SELPA

Charter schools have two options for the delivery of special education services:

- Operate as a “school of the district” (Dependent LEA) for special education purposes; or
- Become an LEA for special education purposes (Independent LEA).

Charter schools who wish to be considered as Independent LEAs, have the option of joining a multi-district SELPA or a charter-only SELPA. Charter schools that opt for Independent LEA status within a multi-district or charter-only SELPA, assume legal responsibility for ensuring that children with disabilities receive special education and related services to which they are entitled under federal law. While single-district SELPAs typically serve all their students with disabilities, multi-district SELPAs often pool resources to offer some regionalized special education services on behalf of member LEAs (e.g., professional development for teachers, preschool programs, and services for children with low incidence disabilities at the regional level). It is important to note that even if LEA members of a multi-district SELPA decide to provide some special education services on a regional basis, federal laws still hold each LEA member ultimately responsible for ensuring children with disabilities are served appropriately.

Because charter-only SELPAs include charter schools from across the state, their service delivery model typically differs from those of traditional multi-district SELPAs, which contain members from the same geographic region. Individual LEA members of charter-only SELPAs typically

operate their own special education services, by either hiring or contracting with qualified staff. Some Charter LEAs seek economies of scale by forming special education service collaboratives outside of the traditional SELPA structure, either with other charter schools or nearby LEAs (see Section C for additional information).

Charter schools that seek LEA status and membership in a SELPA must notify their current SELPA and the CDE of their intended exit at least one full year before exiting. The charter school shall also ensure that agreements with its authorizer are conducive to membership in a new SELPA. The charter agreement and/or Memorandum of Understanding (MOU) should allow the charter school to seek LEA status and/or change SELPAs. Often times language in charter petitions and/or MOUs restrict the ability of a charter school to shift from a school of the authorizer to a LEA for purposes of special education. Charter schools should review their MOU to verify whether the language indicates the charter school reserves the right to make written verifiable assurances that it shall become an Independent LEA and join a SELPA as authorized under Education Code § 47641(a) either on its own or with a charter-only SELPA. In considering application to a SELPA, charter schools should review SELPA governance structure, access to quality special education services, access to sufficient special education revenue, legal and fiscal liability, and potential barriers for admission in the SELPA.

Section B – Application Requirements

The following are specific criteria which must be met for a charter school applicant to be considered for Charter LEA membership in the Charter SELPA.

A. For existing charter schools, the following guidelines must be met:

1. Charter schools must notify both SELPAs consistent with Education Code § 56195.3(b) at least one year prior to changing from one SELPA to another unless an earlier date is mutually agreed upon. Charter schools must also notify the CDE of such a transition to ensure that amended Local Plans can be approved in a timely manner, and that special education funds are accurately distributed.
2. The primary reasons for the charter schools to leave their current SELPAs must be a desire for increased access to appropriate special education services and a desire to implement quality programs for children with disabilities. The reason for the charter schools to leave their geographic SELPAs must not primarily be a fiscal decision.
3. Charter schools wishing to join a Charter SELPA must follow federal requirements for the provision of curriculum materials and instructional resources. Charter SELPA LEA members will be subject to the same self-review and monitoring process as the Charter SELPA in general, including any compliance requirements of the CDE.

B. Admission to the Charter SELPA

1. Process: Charter schools will follow the Education Code requirements when submitting applications for review to the Charter SELPA Review Committee. The Charter SELPA Review Committee is comprised of:
 - Charter SELPA Administrator;
 - A representative selected by the Charter SELPA Executive Council; and
 - A representative of the Charter SELPA Executive Council selected by the Charter SELPA Administrator.
2. Criteria for Admission: The Charter SELPA Review Committee will develop criteria by which each application will be reviewed and rated. The criteria will include legal requirements and key indicators that ensure that the charter school can implement the legal requirements within the Local Plan and provide a quality educational program for all children.

The Charter SELPA requirements include an agreement to:

- Provide assurances that all eligible children with disabilities shall have access to appropriate special education programs and services;
- Provide assurances of its knowledge and understanding of applicable special education laws;
- Provide assurances that each certified employee is appropriately credentialed to serve in his/her assignment;
- Provide necessary staff as required to meet federal mandates;
- Follow all requirements of the Charter SELPA Local Plan;
- Utilize Charter SELPA approved forms;
- Provide transportation as indicated in the child's Individualized Education Program (IEP);
- Provide assurances that the Charter LEA understands its sole legal and financial responsibility to provide appropriate services to eligible children, and that the Charter LEA shall not seek defense or indemnification from the Charter SELPA or Charter SELPA LEA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

To initiate an application, interested charter school applicants must submit a letter of intent to the Charter SELPA Administrator along with the following information:

- Copy of recent approved charter petition;
- Fiscal data:
 - Audit reports for last two fiscal years;

- Current Charter Management Organization (CMO) audit reports for last two years (only applicable if Charter LEA is part of a CMO);
 - First Interim Financial report including Cash Flow and Multi-Year Project (MYP) (please provide narrative describing budget assumptions used in MYP); and
 - P-1 Certified Attendance, if applicable.
- School Accountability Report Card (SARC), if applicable;
 - List of credentials for all general and special education certificated staff (i.e., name, position, credential number, if highly qualified);
 - List of non-credentialed staff providing instruction or related services (i.e., consultants, specialists, or other contractors);
 - Signed copy of federal assurances and SELPA assurances statement;
 - Proof of liability insurance;
 - Notice of withdrawal from existing SELPA, if applicable;
 - School calendar for application year;
 - Sample Charter LEA IEP, if applicable;
 - List of any nonpublic agency/school (NPA/S) contracts;
 - Copy of Memorandum of Understanding (MOU) between charter school and authorizer; and
 - Detailed plan for service delivery.

Refer to Appendix B for Charter SELPA Application Checklist.

The Charter SELPA Administrator will review submitted documents and provide the information to the Charter SELPA Review Committee. The Charter SELPA Review Committee will meet, review application materials, and submit a recommendation to the CAHELP JPA Governance Council for review and consideration. The CAHELP JPA Governance Council will determine whether to approve or deny the charter school application for LEA membership. The Charter SELPA Administrator shall inform the charter school of the CAHELP JPA Governance Council's decision.

LEA membership may be revoked by the CAHELP JPA Governance Council if it finds that the Charter LEA committed any of the following:

- A material violation of any of the conditions, standards, or procedures set forth in the Local Plan and policies and procedures;
- Failed to meet generally accepted accounting principles, failed to produce required financial information, or engaged in fiscal mismanagement of funds;
- Violated any provision of law applicable to the Charter LEA relating to special education; and/or

- Has a history of complaints and non-compliance with the CDE, Office of Administrative Hearings (OAH), and/or the Office of Civil Rights (OCR).

The Charter SELPA shall examine the pattern of conduct by the Charter LEA member in implementing special education laws. The decision to revoke may be based on the ability of the Charter LEA to correct violations and/or the Charter LEA's ability to ensure ongoing, consistent compliance with all applicable special education laws. The Charter LEA will be given written notice and an opportunity to correct the violations cited. The Charter LEA may request a meeting with the Charter SELPA Executive Council to appeal and present its case. The Charter SELPA Executive Council will make a recommendation for maintaining or revoking membership to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

Section C – Local Plan Assurance

The Charter SELPA LEA Assurance Statements shall be adopted by the governing school board of each Charter LEA member of the Charter SELPA. All aspects of the Local Plan assurances shall apply to all LEA members within the Charter SELPA including:

- Free and Appropriate Public Education (*Title 20 of the United States Code § 1412(a)(1)*);
- Full Educational Opportunity (*Title 20 of the United States Code § 1412(a)(2)*);
- Child Find (*Title 20 of the United States Code § 1412(a)(3)*);
- Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) (*Title 20 of the United States Code § 1412(a)(4)*);
- Least Restrictive Environment (*Title 20 of the United States Code § 1412(a)(5)*);
- Procedural Safeguards (*Title 20 of the United States Code § 1412(a)(6)*);
- Evaluation (*Title 20 of the United States Code § 1412(a)(7)*);
- Confidentiality (*Title 20 of the United States Code § 1412(a)(8)*);
- Part C, Transition (*Title 20 of the United States Code § 1412(a)(9)*);
- Private Schools (*Title 20 of the United States Code § 1412(a)(10)*);
- Local Compliance Assurances (*Title 20 of the United States Code § 1412(a)(11)*);
- Interagency (*Title 20 of the United States Code § 1412(a)(12)*);
- Governance (*Title 20 of the United States Code § 1412(a)(13)*);
- Personnel Qualifications (*Title 20 of the United States Code § 1412(a)(14)*);
- Performance Goals and Indicators (*Title 20 of the United States Code § 1412(a)(15)*);
- Participation in Assessments (*Title 20 of the United States Code § 1412(a)(16)*);
- Supplementation of State/Federal Funds (*Title 20 of the United States Code § 1412(a)(17)*);
- Maintenance of Effort (*Title 20 of the United States Code § 1412(a)(18)*);

- Public Participation (*Title 20 of the United States Code § 1412(a)(19)*);
- Rule of Construction (*Title 20 of the United States Code § 1412(a)(20)*; federal requirement for State Education Agency only);
- State Advisory Panel (*Title 20 of the United States Code § 1412(a)(21)*; federal requirement for State Education Agency only);
- Suspension/Expulsion (*Title 20 of the United States Code § 1412(a)(22)*);
- Access to Instructional Materials (*Title 20 of the United States Code § 1412(a)(23)*);
- Overidentification and Disproportionality (*Title 20 of the United States Code § 1412(a)(24)*);
- Prohibition on Mandatory Medicine (*Title 20 of the United States Code § 1412(a)(25)*);
- Distribution of Funds (*Title 20 of the United States Code § 1411(e), (f)(1-3)*; federal requirement for State Education Agency only);
- Data (*Title 20 of the United States Code § 1418a-d*);
- Reading Literacy (*State Board requirement, 2/99*);
- Charter Schools (*Education Code § 56207.5(a-c)*).

A. Free Appropriate Public Education (FAPE)

Both state and federal laws provide that children with disabilities are entitled to FAPE that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). Each Charter LEA member must ensure that all children served under their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, evaluated, and served.

Charter LEA members of the Charter SELPA may be diverse geographically. Given this fact, the Charter SELPA will provide funding per the allocation plan to Charter LEA members so that they may appropriately provide for all children with disabilities attending their schools. This obligation can be met in several ways, which may include:

1. Hiring appropriately credentialed or licensed special education staff to provide necessary services;
2. Contracting with a geographical LEA to provide the necessary services; and/or
3. Contracting with a nonpublic agency/school (NPA/S) to provide all necessary personnel to appropriately implement IEPs. NOTE: Contracted NPA/S providers must be CDE-certified for the Charter LEA to use special education funding for services.

These methods of providing necessary services may be used by a single school in the Charter SELPA area, or several LEAs within the Charter SELPA could join to provide the services.

B. Child Find

Charter LEA members in the Charter SELPA shall participate in activities that identify, locate, and assess children with disabilities attending their schools (*Education Code §§ 56205(a) and 56301*) according to the referral and assessment guidelines of the Charter SELPA policies and procedures.

C. Services and Programs for Children Birth through Five (0-5)

Charter LEA members are only authorized to serve children in grades K-12 under current Education Code. In the event this changes in the future, Charter LEA members shall be responsible for identifying, assessing, and serving children birth through five per the guidelines of the Charter SELPA policies and procedures. For children, birth through five, who are referred for assessment to Charter LEA members in the Charter SELPA, the Charter LEA member shall assist parents in directing referrals to the responsible LEA.

D. Services and Programs for Children 18 to 22

Charter LEAs must continue to offer FAPE for a child on an IEP who has not graduated with a diploma or completed his/her prescribed course of study, or who has not exceeded the age eligibility requirement for special education and related services. Under the IDEA, entitlement for services ends on a child's 22nd birthday. California law extends services for 22-year-olds through the end of that school term. The following is guidance when determining aging out under state law:

- **January through June**: Students receiving special education may continue their participation for the remainder of the fiscal year, including any extended school year (ESY) services.
- **July through September**: Students are not permitted to continue receiving special education and related services in the new fiscal year. Eligibility ends with the "previous school year" (previous to the new fiscal year, including ESY) and the child does not begin the next school year. However, if the child is in a year-round school program and the IEP extends into a term in the new fiscal year, then the child may complete that term.
- **October through December**: Special education and related services are terminated on December 31st of the current fiscal year, unless the child would otherwise complete his/her IEP at the end of the current fiscal year.

E. Annual Service and Budget Plan

Education Code § 56205 requires the submission of Annual Budget and Service Plans that are adopted at public hearings held by the CAHELP JPA Governance Council. The Annual Budget and Service Plans identify expected expenditures and include a description of

services, the physical location of the services, and demonstrate that all children with disabilities have access to services and instruction appropriate to meet their needs as specified in their IEP. Refer to the Charter SELPA Local Plan for current Annual Budget and Service Plans.

F. Agreements

The Charter SELPA Administrator, in coordination with participating Charter LEA members, including those that are out-of-geographic boundaries, implement the Local Plan including the coordination of interagency agreements. Interagency agreements are a mechanism for interagency coordination to ensure services required for FAPE are provided to eligible children with disabilities. Interagency agreements provide information regarding agency roles, services for children, financial obligations, participating entities, and a process for resolving disagreements among parties to the agreement.

For Charter LEAs located outside of San Bernardino County, the Charter LEA will coordinate service agreements with the County in which the Charter LEA is located, to preserve consistency of procedures among agencies.

Additionally, Title 5 of the California Code of Regulations § 3062, requires that a master contract shall be used by a Charter LEA when effectuating formal agreements with certified nonpublic agencies and nonpublic schools (NPA/S). The master contract shall specify the administrative and financial agreements between the Charter LEA and the NPA/S. A continuum of placements and services must be available if needed by a child with a disability. The term of the master contract shall not exceed one year.

Memorandum of Understanding (MOU)

A MOU is an agreement established with the charter school and its authorizer regarding the format, frequency, and scope of oversight activities. While not required, a MOU between the authorizer and charter school may specify how various aspects related to the charter school's operations will be handled. Some authorizers provide extensive language to be included in the charter petition itself governing these items, others will rely on a separate MOU to provide for areas beyond those covered in the petition. A MOU could include a provision for the educational services for children with disabilities, delineating the entity responsible for providing special education instruction and related services and the process through which such compliance will be achieved, regardless of whether the charter school operates as a Dependent LEA or an Independent LEA. The MOU should describe any anticipated transfer of special education funds between the authorizer and the charter school, or the SELPA and the charter school. In practice, the relationships between authorizers, charter schools, and SELPA can vary significantly and a MOU becomes a critical document for clarifying arrangements and agreements.

If a child with a disability enrolls in the Charter LEA and he/she needs additional related services, the services will be the responsibility of the Charter LEA. The Charter SELPA Administrator or designee will work collaboratively with the SELPA where the Charter LEA is located to contract with them or locate additional providers from the area. Clearly

defined MOUs between the authorizer and charter school will help minimize and mitigate operational challenges for charter schools, authorizing entities, and the SELPA in which the charter school is located.

G. Compliance Assurances

The Charter SELPA administration shall monitor the Charter LEA member's special education program implementation to ensure compliance in all areas including equal access and enrollment procedures for all children with disabilities, finance, service delivery, and legal requirements.

If the Charter SELPA Administrator or his/her designee determines that a Charter LEA member is not compliant and/or operating in a fiscally irresponsible manner, the Charter SELPA Administrator will require the responsibility for any resulting costs be borne by the Charter LEA member as specified in the Charter SELPA Local Plan. The Charter LEA member will have the right to appeal any such determination to the Charter SELPA Executive Council. The Charter SELPA Executive Council will make a recommendation for maintaining or revoking membership to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

H. Complaint Resolution Procedures

Each Charter LEA member of the Charter SELPA must annually notify in writing to its students, employees, and parents/guardians, about the procedures for filing a special education compliance complaint. The notification includes the opportunity to appeal a local decision to the CDE, any civil law remedies that may be available, and the procedures the CDE will use in investigating the complaint.

The Charter SELPA Administrator or designee will assist Charter LEA members in resolving complaints through Alternative Dispute Resolution (ADR).

Section D – Governance

All requirements of the Charter SELPA Local Plan related to governance apply to Charter LEA members of the Charter SELPA.

Community Advisory Committee (CAC)

Each Charter LEA member will select a representative to participate in the Charter SELPA CAC. This group will advise the Charter SELPA Administrator on the implementation of the Local Plan as well as provide parent training options. CAC representatives must be approved by the Charter LEA's governing school board.

Additionally, because of the geographic diversity anticipated within the Charter SELPA, many meetings will be conducted using available technology.

All Charter LEA members who join the Charter SELPA will be required to have their governing school boards approve the Local Plan for special education.

Section E – Agreement for Participation

The Charter SELPA as authorized by the California State Board of Education assists California charter schools that have successfully completed the Charter SELPA membership process and have signed an Agreement for Participation. Charter schools accepted into the Charter SELPA are deemed Local Education Agencies (LEAs) pursuant to Education Code § 47641 and are obligated to provide special education and related services to applying or enrolled students actually, or potentially entitled to services under applicable state and federal laws and regulations. The Agreement for Participation details the Charter LEA member, the Office of the San Bernardino County Superintendent of Schools, and the Charter SELPA's mutual agreement for the provision of services under the Local Plan.

The Charter SELPA endeavors that all children with disabilities attending Charter LEA members shall receive appropriate special education services, and that such special education programs and services shall be coordinated and operated in the Charter SELPA in accordance with the approved policies and procedures defined in the Agreement for Participation.

Refer to Appendix C for Charter SELPA Agreement for Participation.

APPENDIX A: Charter SELPA Application Timeline

<u>DUE DATE</u>	<u>APPLICANT ACTIVITIES</u>
JULY – JUNE (School/Fiscal Year Prior to Application for Membership)	Establish a relationship with your local geographic SELPA. Explore available options for membership in your geographic SELPA. If you are seeking membership in a single district SELPA, research options for a mutually beneficial arrangement for your charter school and the school district.
BY JUNE 30 th (End of School/Fiscal Year)	<p>If a local SELPA option is not feasible or available for your charter school, notify your current SELPA, in writing, of your intent to join another SELPA at least one year prior.</p> <p>Authority: California Education Code § 56195.3</p> <p>In developing a local plan under Section 56195.1, each district shall do the following:</p> <ol style="list-style-type: none"> a) Involve special and general education teachers selected by their peers and parents selected by their peers in an active role. b) Cooperate with the county office and other school districts in the geographic areas in planning its option under Section 56195.1 and each fiscal year, notify the department, impacted special education local plan areas, and participating county offices of its intent to elect an alternative option from those specified in Section 56195.1, at least one year prior to the proposed effective date of the implementation of the alternative plan.
OCTOBER (Following School Year)	Desert/Mountain Charter SELPA potential new members information session.
NOVEMBER	<p>Determine if your charter has the capacity to become an LEA. Areas to consider:</p> <p>Leadership:</p> <ul style="list-style-type: none"> • Vision for serving special education students • Establish culture • Establish relationships between program and fiscal staff <p>Program:</p> <ul style="list-style-type: none"> • Identification and Evaluation • Determination of Eligibility • IEP Development • Placement and Related Services

<u>DUE DATE</u>	<u>APPLICANT ACTIVITIES</u>
	<ul style="list-style-type: none"> • Implementation of IEP Fiscal: <ul style="list-style-type: none"> • Special education funding • Federal and state requirements • Understanding special education programs • Cash flow • Contingency planning
JANUARY 31 st	Deadline to submit an application to the Desert/Mountain Charter SELPA.
FEBRUARY/MARCH	New applicant(s) interview(s)
APRIL	Confirm SELPA membership for the coming year
APRIL – MAY	<ul style="list-style-type: none"> ➤ Implement Child Find procedures ➤ Review Desert/Mountain Charter SELPA policies and procedures ➤ Develop special education budget ➤ Hire special education staff and contractors ➤ Hire fiscal staff ➤ Professional development for program and fiscal staff ➤ Refine special education program and services
JULY 1 st	Membership in Desert/Mountain Charter SELPA begins as an LEA for special education purposes

APPENDIX B: Charter SELPA Application Checklist

Checklist for Application Materials Membership to Desert/Mountain Charter SELPA

Page 1 of 13

- Copy of recent approved charter petition
- Fiscal data:
 - Copy of audit reports for last two fiscal years
 - Copy of current Charter Management Organization (CMO) audit reports for last two years (*only applicable if Charter Local Educational Agency (LEA) is part of a CMO*)
 - First Interim Financial Report including Cash Flow and Multi-Year Projection (MYP) (*please provide narrative describing budget assumptions used in MYP*)
 - P-1 Certified Attendance
- Copy of School Accountability Report Card (SARC), if applicable
- List of credentials for all general and special education certificated staff (*name, position, credential number, if highly qualified*)
- List of non-credentialed staff providing instruction in non-core classes (*such as consultants or specialists*)
- Signed copy of federal assurances and SELPA additional assurances statement
- Proof of liability insurance
- Copy of Notice of Withdrawal from existing SELPA, if applicable
- School calendar (*for application year*)
- Sample Charter LEA Individualized Education Program (IEP) forms, if applicable
- List of any existing nonpublic school/nonpublic agency (NPS/NPA) contracts
- Copy of Memorandum of Understanding (MOU) between Authorizer and Charter School
- Detailed plan for service delivery
- Completed Desert/Mountain Charter SELPA application packet**



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

Please note that all form fields are required. Indicate not applicable as appropriate. Additional and/or supplemental information in support of your response(s) to any and/or all of the requested information may be attached to your application.

APPLICATION DATE: _____ FOR SCHOOL YEAR: _____

Is the applicant a: Nonprofit Charter for Profit Charter Charter Management Organization (CMO) Nonprofit or for Profit

SECTION I: APPLICANT INFORMATION

Charter LEA Name: _____ CDS No.: _____ Year Established: _____
 Street Address: _____ City: _____ State: _____ Zip Code: _____
 Mailing Address: _____ City: _____ State: _____ Zip Code: _____
 Office Phone: _____ Office Fax: _____
 Charter LEA Website Address: _____
 Charter LEA CEO: _____ Position/Title: _____
 E-mail Address: _____ Contact Phone: _____
 Director Special Education Services: _____ Position/Title: _____
 E-mail Address: _____ Contact Phone: _____
 Business/Fiscal Director: _____ Position/Title: _____
 E-mail Address: _____ Contact Phone: _____

SECTION II: BACKGROUND INFORMATION

Authorizing District/County/SBE: _____ Contact Phone: _____
 Geographical SELPA: _____ Contact Phone: _____ Administrator Name: _____
 Mailing Address: _____ City: _____ State: _____ Zip Code: _____
 New Charter: Yes No Classroom-based Non-Classroom-based: (Indicate current approved funding rate: _____ %)
 Grades of Instruction: _____ Estimated First Day of Instruction: _____
 Date Notice of Withdrawal to Current SELPA and CDE: _____
 Current Year Special Education Unduplicated Pupil Count December June: (CASEMIS) _____
 Prior Year Special Education Unduplicated Pupil Count December June: (CASEMIS) _____
 Current Year P-2 ADA: _____ Prior Year P-2 ADA: _____
 Projected P-2 ADA: (Year of Application) _____ Projected Special Education Enrollment: (Year of Application) _____

SECTION III: CHARTER MANAGEMENT ORGANIZATION (IF APPLICABLE)

Name of Charter Management Organization (CMO): _____
 Mailing Address: _____ City: _____ State: _____ Zip Code: _____
 Administrator Name: _____ Contact Phone: _____
 E-mail Address: _____



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

SECTION IV: ADDITIONAL INFORMATION REQUIRED

- A. **REASON FOR APPLICATION:** Describe the Charter LEA's rationale and/or reason(s) for applying for membership to the Desert/Mountain Charter SELPA. State reasons for leaving current SELPA.

Have you applied for LEA membership to another SELPA and been denied? If "YES" please list and state reason(s) for denial.

No Yes SELPA: _____ Application Date: _____

No Yes SELPA: _____ Application Date: _____



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

B. LEGAL OBLIGATIONS: Using the KEY below, select the answer that best describes the Charter LEA's current status in terms of special education program as a member LEA to the Charter SELPA in each of the following areas. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = COMPLIANT 2 = IN DEVELOPMENT PHASE 3 = NEED ASSISTANCE

A special education program requires that you implement appropriate child find activities, provide general education program mainstreaming and inclusion opportunities, refer students for assessments, and develop Individualized Education Programs (IEPs) for identified students. Describe your procedures for each of the areas listed below.

<p><i>Child Find: Describe current plan</i></p>	KEY = _____
<p><i>Describe future plan</i></p>	KEY = _____

<p>General Education Program Mainstreaming and Inclusion Opportunities: <i>Describe current plan</i></p>	KEY = _____
---	--------------------



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

KEY = _____

General Education Program Mainstreaming and Inclusion Opportunities (continued):
Describe future plan

KEY = _____

Referral Process/Procedures: *Describe current plan*

Describe future plan

KEY = _____

KEY = _____

Assessment/Reassessment: *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*
Describe current plan



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

KEY = _____

Assessment/Reassessment (continued): *(include a description of personnel responsible for the assessment by name and title or agency providing the services as well as assessment tools used)*
Describe future plan

KEY = _____

Development of an Appropriate IEP: *(provide a copy of your current form)*
Describe current plan

KEY = _____

Describe future plan

C. **PROVISION OF SERVICES:** Using the KEY below, select the answer that best describes the Charter LEA's current status and future plan in terms of special education program mandates in each of the following items. Provide a brief description and/or explanation in support of your response(s).

KEY 1 = PROVIDING SERVICES 2 = CONTRACTING FOR SERVICES 3 = NEED ASSISTANCE

KEY = _____

Implementation of IEP including extended school year: *Describe current plan*



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

KEY = _____

Implementation of IEP including extended school year (continued):
Describe future plan

KEY = _____

Inclusion in General Education Program: *(e.g., supported full time placement in general education classes for students with severe disabilities)* *Describe current plan*

Describe future plan

KEY = _____

KEY = _____

Specialized Academic Instruction (SAI): *(e.g., services for students with mild to moderate disabilities requiring less than 50% SAI)* *Describe current plan*

Describe future plan

KEY = _____



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with mild to moderate disabilities requiring *greater* than 50% SAI) Describe current plan

Describe future plan

KEY = _____

KEY = _____

Specialized Academic Instruction (SAI): (e.g., services for students with severe physical, medical, emotional disturbance, and/or significant developmental delays requiring intensive services greater than 50% SAI) Describe current plan

Describe future plan

KEY = _____



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

<p>Related Services: (e.g., speech and language therapy, adaptive physical education, occupational/physical therapy, counseling, sign language interpreting, etc.) Describe current plan</p>	KEY = _____
<p>Describe future plan</p>	KEY = _____

<p>Placement in a Nonpublic Agency/School (NPA/NPS) or residential treatment facility (RTC): Describe current plan</p>	KEY = _____
<p>Describe future plan</p>	KEY = _____

<p>Transportation: (for students with special needs in order to access special education services) Describe current plan</p>	KEY = _____
---	--------------------



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

KEY = _____

Transportation (continued): *(for students with special needs in order to access special education services)*
Describe future plan

KEY = _____

Participation in Statewide Assessments: *Describe current plan*

KEY = _____

Describe future plan

D. COMPLIANCE/CAPACITY: Please explain the Charter LEA's experience with the following within the last five (5) years:

Due Process: *(list any specific cases and the outcomes; describe what steps and/or actions (if any) were needed and implemented by the charter to ensure compliance)*



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

California Department of Education (CDE) Complaints: *(list how many, type(s), what issues (if any), and corrective actions)*

Office of Civil Rights (OCR) Complaints: *(list how many, type(s), what issues (if any), and outcomes of any investigations; describe what steps and/or actions were needed and implemented by the charter to ensure compliance)*

Special Education Self Review (SESR) Compliance: *(describe experience with SESR and what issues (if any), and corrective actions required as a result)*

Is the Charter LEA facility ADA compliant and/or the plan you have adopted to move toward compliance?

Suspension and Expulsion: *(describe the process for suspension and/or expulsion as they relate to students with disabilities served in your school)*



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
 17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

List percentage of students enrolled in special education: (or estimated percentage) Current ____ Future ____

List the number and type(s) of each disability served:

Who is the special education administrator for the Charter LEA? Describe his/her background and experience with special education:
 Current

Future

List the special education professional development provided for general and special education staff and parents for the past two years:
 School Staff

Parents

E. SPECIAL EDUCATION BUDGET: Indicate your response(s) in the spaces provided below.

	Current Year Budget		Future Year Budget	
Certificated Salaries	\$	FTE:	\$	FTE:
Classified Salaries	\$	FTE:	\$	FTE:
Employee Benefits	\$		\$	
Instructional Supplies	\$		\$	
Services & Other Operating Expenses	\$		\$	
Capital Outlay	\$		\$	
TOTAL BUDGET	\$		\$	



DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

Application for LEA Membership

Does the Charter LEA provide its own internal accounting services? If "YES" please provide the contact name of the business manager and telephone number. If "NO" please provide the entity the Charter LEA contracts with for accounting services and a contact name and telephone number: Yes No

Business Manager Name: _____ Contact Phone: _____

Accounting Services Entity: _____

Contact Person: _____ Contact Phone: _____

Does the Charter LEA use the SACS account code structure for accounting? Yes No

How does the Charter LEA report mandated data to the California Department of Education (CDE)? (i.e., pupil count, annual service/budget plans, personnel data reports, desired result developmental profile (DRDP) if applicable, California Longitudinal Pupil Achievement Data Systems (CALPADS), federal grant expenditures, and maintenance of effort (MOE))

[Empty text box for reporting mandated data to CDE]

SECTION V: ACKNOWLEDGEMENT

BY APPLYING FOR MEMBERSHIP INTO THE DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA (SELPA), THE APPLICANT HEREIN AGREES AND ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT FOR PARTICIPATION INCLUDED IN THE ASSURANCE STATEMENT. UPON ACCEPTANCE INTO THE DESERT/MOUNTAIN CHARTER SELPA, APPROVED APPLICANTS ARE REQUIRED TO SUBMIT A SIGNED AGREEMENT FOR PARTICIPATION WITH THE DESERT/MOUNTAIN CHARTER SELPA AS A CONDITION OF ACCEPTANCE.

Applicant Signature: _____ Date: _____

APPENDIX C: Agreement for Participation

DESERT/MOUNTAIN CHARTER SPECIAL EDUCATION LOCAL PLAN AREA
17800 Highway 18, Apple Valley, CA 92307 – Tel: (760) 552-6700/Fax: (760) 242-5363

AGREEMENT FOR PARTICIPATION

The Desert/Mountain Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement), which are deemed Local Education Agencies pursuant to Education Code § 47641, in meeting their obligations to provide special education and related services (each term as defined in Title 20 of the United States Code § 1401 and the applicable rules, regulations, and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). SELPA membership also ensures compliance with the LEA member's obligations under Education Code § 56195, et seq.

It is the goal of the Desert/Mountain Charter SELPA that all Students with exceptional needs within the Charter SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter LEAs who are signatories hereto, the Office of the San Bernardino County Superintendent of Schools (SBCSS), and the Desert/Mountain Charter SELPA, mutually agree as follows:

DEFINITIONS

LEA: As described in Education Code § 56026.3, a Local Education Agency is a school district, a county office of education, a nonprofit charter school participating as a member of a special education local plan area, or a special education local plan area.

RLA: As described in Education Code § 56030, a Responsible Local Agency is a school district or county office of education designated in the Local Plan as the administrative entity the duties of which shall include, but are not limited to, receiving and distributing regionalized services funds, providing administrative support, and coordinating the implementation of the Local Plan.

Federal regulations use the term “Administrative Unit” or “AU.” For purposes of this agreement, the Office of the San Bernardino County Superintendent of Schools (SBCSS) shall be the RLA or AU for the Charter SELPA, subject to change at the discretion of the CAHELP JPA Governance Council.

CAHELP JPA Governance Council: This group is comprised of the Superintendent/Chief Executive Officer (CEO) representing each of the LEA members of the Desert/Mountain SELPA, and two (2) CEO representatives from the Charter SELPA. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote. Each member of the Governance Council may designate in writing an alternate representative, including but not limited to, another member of the Governance Council (“proxy”), if the Superintendent/CEO or CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO or CEO for the purpose of decision-making. Such designation must be received by the CEO prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting. One-third of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

Efforts will be made to ensure the committee has representation in a variety of areas, e.g., various geographical areas of the Charter SELPA, single charter, large charter, small charter, original founding members, or new members.

Charter Executive Council: The Charter Executive Council is comprised of a representative from each Charter LEA in the Charter SELPA at the CEO level. Organizations that operate more than one Charter LEA have a single representative for all Charter LEAs. Each CEO has one vote for the Charter LEA he/she represents. The Charter Executive Council makes recommendations to the CAHELP JPA Governance Council on fiscal and policy matters.

Charter Special Education Steering Committee: This Steering Committee serves in an advisory capacity to the Charter SELPA Administrator. Each Charter School is entitled to select one representative for this committee - either a teacher or an administrator. Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Administrator and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee (CAC): Each Charter LEA shall select a representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with Education Code § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. CAC representative must be approved by the Charter SELPA governing board. The CAC will advise the Charter SELPA charter schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities, and requirements of Education Code §§ 56190-56194.

Because of the geographic diversity within the SELPA, meetings may be conducted using available technology.

Individualized Education Program (IEP): A plan that describes the child’s current abilities, sets annual goals, and describes the education services needed to implement their

goals in accordance with Education Code § 56032. LEAs will use the IEP documents in Web IEP for this plan.

IEP Team: A group of team members as defined in Education Code § 56341, who meet for the purpose of determining eligibility for special education and developing, reviewing, or revising a child's IEP and recommendations for special education services.

LEA MEMBER RESPONSIBILITIES AND DUTIES

Each Charter LEA member agrees that it is subject to the following non-delegable responsibilities and duties under this Agreement, all adopted Charter SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the SELPA.

The Charter LEA member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims, and demands arising out of, or related to, its own students and its respective programs operated by the Charter LEA member:

1. Adhere to the Local Plan and policies and procedures as adopted by the CAHELP JPA Governance Council;
2. Select, compensate, and determine the duties of special education teachers, paraeducators, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates; charter schools may contract for those services;
3. Conduct and/or contract those programs operated by the Charter LEA member in conformance with the Local Plan and the state and federal mandates;
4. Organize and administer the activities of IEP teams, including the selection of Charter LEA member staff and who will serve as members of the IEP team in conformance with the Education Code § 56341 and in compliance with the Local Plan;
5. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code § 56362; Designated Instruction and Services in conformance with Education Code § 56363; and Special Classes and Centers in conformance with Education Code §§ 56364.1 and 56364.2; and in compliance with the Local Plan;
6. Provide facilities as required to house the programs conducted by the Charter LEA member;
7. Provide for the acquisition and distribution of supplies and equipment for the programs conducted by the Charter LEA member;
8. Provide and/or arrange for such transportation services as may be required to provide special education programs specified that are conducted by the Charter LEA member;

9. Cooperate in the development of curricula for classes and the development of program objectives with the AU. Cooperate in the evaluation of programs as specified in the Local Plan, with the AU;
10. Cooperate in the development of the procedures and methods for communicating with parents and/or legal guardians of individuals served in conformance with the provisions of the Local Plan, with the AU;
11. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;
12. Provide for the integration of individuals educated under this Agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
13. Conduct the review of individual placements requested by parents and/or legal guardians of the individual in accordance with the Local Plan;
14. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
15. Designate a person to represent the Charter LEA member on the Special Education Steering Committee to monitor the implementation of the Local Plan and make necessary recommendations for changes and/or modifications;
16. Designate a representative for the Charter LEA member to serve on the Special Education Community Advisory Committee, in accordance with Education Code §§ 56192-56193 and pursuant to the procedures established in the Local Plan;
17. Designate the Charter LEA Superintendent/CEO or designee to represent the Charter LEA member on the CAHELP JPA Governance Council to supervise and direct the implementation of the Local Plan;
18. Receive special education funding from Charter SELPA in accordance with the allocation and budget plan;
19. It is understood that except as otherwise specifically agreed upon, from time to time, the RLA shall have no responsibility for the operation of any direct education program or service of any kind;
20. Provide the RLA with the Charter LEA member's annual audit report, as conducted according to Education Code § 47605(b)(5)(1). Annual submission shall be made no later than January 31st. Charter LEA member further agrees to forward to the RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should a Charter LEA member be the subject of a

Fiscal Crisis and Management Assistance Team (FCMAT) report or other agency review that indicates concerns with the inappropriate use of funds, financial solvency concerns, or programmatic or operational concerns, the Charter LEA member shall provide written notification to the RLA and the Charter SELPA Administrator;

21. A Charter LEA member contracting for external services, consistent with definitions included herein, shall do so only with a duly licensed and authorized entity or individual. The contract for services executed by the Charter LEA member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the Charter LEA member, Charter SELPA, RLA, and other indemnified parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide services in conformity with contract obligations. To access special education funding, the Charter LEA member must contract with CDE-certified nonpublic agencies/schools (NPA/S).

With respect to external services and/or student placements, the Charter LEA member shall affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or services in conformity to ensure that the Charter LEA member's obligations to the student are still being met.

AU/RLA DUTIES AND RESPONSIBILITIES

Pursuant to the provisions of Education Code § 56030 et seq., the RLA/AU, LEA, or county office of education designated in the Local Plan as the administrative entity the duties of which shall include, but are not limited to, receiving and distributing Regionalized Services funds, providing administrative support, and coordinating the implementation of the Local Plan. In addition, the RLA/AU shall perform such services and functions that may include, but are not limited to the following:

1. Act as agent for charters participating in the Local Plan as specified in the Local Plan. Receive, compile, and submit required enrollment reports and compute all special education apportionments as authorized under Education Code § 56836 et seq. Receive data from each Charter LEA member to compile and submit budgets for programs and monitor the fiscal aspects of the programs conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code § 56836.02;
2. Coordinate with Charter LEA members in the development and implementation of a systematic method for referring and placing children with disabilities who reside in the Charter SELPA, including the methods and procedures for communication with parents and/or legal guardians of children with disabilities according to the procedures in the Local Plan;
3. Assist Charter LEA members in assessing data and reviewing interventions prior to a referral to assess for special education. Review implementation of standards-based curriculum and provide for continuous evaluation of special education programs in accordance with the Local Plan;

4. Coordinate the organization and maintenance of the Charter Special Education Community Advisory Committee as part of the responsibility of the AU to coordinate the implementation of the Local Plan pursuant to Education Code § 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Charter Special Education Community Advisory Committee meetings;
5. Coordinate community resources with those provided by the Charter LEA members and the AU, including providing such contractual agreements as may be required;
6. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to:
 - a. Monitoring the application eligibility criteria throughout the Local Plan area;
 - b. Coordinating the implementation of the transportation for special education students;
 - c. Coordinating the system of data collection, management, and evaluation;
 - d. Coordinating personnel development and curriculum development for special education, including alternative dispute resolution;
 - e. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including communication with parents and/or legal guardians regarding rights and responsibilities for special education;
 - f. Developing interagency referral and placement procedures; and
 - g. Evaluating the effectiveness of special education programs.
7. Support the CAHELP JPA Governance Council by attendance and participation of the County Superintendent and/or designee at meetings;
8. Provide for regular in-service training for AU and LEA member staff responsible for the operation and conduct of the Local Plan. Regular in-service training may also be provided to CAC representatives;
9. Provide the method and forms to enable Charter LEA members to report to the AU on student enrollment and program expenditures. Establish and maintain a student information system;
10. Provide reasonable assistance to the Charter LEA member upon request from the Charter LEA member administration, or individual cases, including, but not limited to:
 - a. Complaint issues;
 - b. Hearing issues; and

- c. Identification of appropriate programs for specific students.
11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan;
12. Receive special education funding and distribute funds in accordance with the Charter SELPA fiscal allocation and budget plan; and
13. Schedule a public hearing for purposes of adopting the Annual Service Plan and Annual Budget Plan.

Notwithstanding the participation in SELPA dispute resolution procedures, the county office of education has the responsibility to coordinate all local plans to ensure that all individuals residing within the county, including those enrolled in programs including, but not limited to LEA charter schools, have appropriate access to special education programs and related services. In instances where a LEA charter school serves children residing in a county that is different from the county of the LEA that authorizes the charter, the county office of education where the LEA that authorized the charter is located, is responsible for ensuring that those charter school children have appropriate access to special education programs and related services.

PROVISIONS OF THE AGREEMENT

1. Consistent with this Agreement, each Charter LEA member shall have full and exclusive authority and responsibility for classifying employment positions within their respective Charter LEA member;
2. No Charter LEA member may enter into any agreement, Memorandum of Understanding (MOU), or other undertaking that would bind or limit independent decision-making on the same or similar matters by any other Charter LEA member;
3. The managerial prerogatives of any participating Charter LEA member shall not be infringed upon by any other participating Charter LEA member except upon mutual consent of an affected Charter LEA member(s), or unless as otherwise set forth by this Agreement;
4. Any Charter LEA member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided 12 months' prior written notice as follows:
 - a. Prior initial written notice of intended termination to the RLA of at least one year; and
 - b. Final written notice of termination to the RLA no more than six months after the Charter LEA member's initial notice of intended termination.

The RLA County Superintendent of Schools may terminate any Charter LEA member's membership at the end of the fiscal year next occurring after having provided 12 months' prior written notice as follows:

- a. Prior initial written notice of intended termination to the Charter LEA member of at least one year; and
 - b. Final written notice of termination to the Charter LEA member no more than six months after the RLA's initial notice of intended termination.
5. Funding received by a Charter LEA member is subject to the elements of the allocation plan. The allocation plan is updated on an annual basis and approved by the CAHELP JPA Governance Council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year one and year two, and the potential recapture provisions if funds are not spent. These details are outlined in the allocation plan;
6. The Charter LEA members and the AU shall continue to manage and operate programs in their respective Charter LEAs in accordance with Education Code § 56172;
7. The Charter LEA members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern the unit will be in effect regarding special education services. The Superintendent, and/or Administrators of Special Education in each Charter LEA member and in the AU will be responsible for the daily operation of their respective programs.
8. The student program placement is and shall remain the responsibility of the respective Charter LEA member. Student admission and transfer shall be determined in accordance with the Charter LEA, Charter SELPA, and CAHELP JPA Governance Council policies and procedures established in accordance with the identification, assessment, instructional planning, and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The Charter LEA enrolling any student shall have the exclusive right to approve placement in any other agency. Each Charter LEA of service shall have the right to determine if such Charter LEA is able to provide a free appropriate public education for the student.
9. Supervision and other incidence of employment of special education staff will be the responsibility of the respective Charter LEA member or AU. Each Charter LEA member and the RLA shall have full exclusive and independent control over the development, change, implementation, and application of all evaluation procedures of their LEA member or in the RLA as the case may be. Charter LEA members shall have the full exclusive authority to recruit, interview, and hire special education staff as needed by such Charter LEA member to provide continuity and service to their special education students.
10. The Charter Executive Council shall review and make allocation plan recommendations. The allocation plan defines the distribution of state and federal funds within the Charter SELPA for the costs of providing special education programs. The CAHELP JPA Governance Council shall approve all changes. There is a legal requirement for a public hearing and adoption of an annual service and budget plan. This shall be done annually by the CAHELP JPA Governance Council. This Charter SELPA will not have any property tax allocations.

WARRANTIES AND REPRESENTATIONS

As a condition of membership, each Charter LEA member warrants and represents that at no time during such Charter LEA member's membership in the Charter SELPA shall any such LEA member, directly or indirectly, provide special education funding for the benefit for a for-profit entity. All funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any Charter LEA member from expending funds for nonpublic agency or nonpublic school purposes for the benefit of children served.

STANDARD OF CONDUCT

Each Charter LEA member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. Charter LEA members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury of any kind. No Charter LEA member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

RESERVATION OF RIGHTS

The RLA shall not be responsible for any Charter LEA member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this Agreement.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, each Charter LEA member agrees to defend, indemnify, and hold harmless the Charter SELPA and other Charter SELPA LEA members, the Office of the San Bernardino County Superintendent of Schools, and each of their respective directors, officers, agency, employees, and volunteers (the Indemnified Parties), from any claim or, demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by a Charter LEA member to fulfill one or more of the Charter LEA member's obligations except to the extent that such suit arises from the RLA's negligence.

Further, the Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of, or related to, this Agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

FULL DISCLOSURE

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents, writings, or information of any sort requested without delay.

This agreement is entered into for the 2015-16 fiscal year and, absent a new agreement or termination, continues each year thereafter.

Executed on this _____ day of _____, 20_____.

CHARTER SCHOOL APPROVAL

Charter School Name: _____

CEO/Director: _____

Date: _____

DESERT/MOUNTAIN CHARTER SELPA APPROVAL

CAHELP JPA Governance: _____

Authorized Agent/Representative: _____

Date: _____