



Chapter 23: Guidelines for the Provision of Special Education Services in Charter Schools

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Introduction

Charter schools are required to provide special education programs and services for those who attend their schools.

It is the desire of the Desert/Mountain Special Education Local Plan Area (SELPA) to effectively and efficiently support the implementation of appropriate and compliant special education services in charter schools.

Section A – LEA Charter Schools and Charter Schools of the District

LEA Charter Schools

Nonprofit Charter schools that are LEAs for the purposes of special education shall be referred to as LEA Charter Schools (20 U.S.C. 1413 (e)(1)(B); 34 CFR 300.209 (c); EC § 47641).

A charter school that participates as a member LEA in an approved special education local plan shall be deemed to be an LEA Charter School (*EC §§ 47640; 56026.3*). Any charter school located within the state of California may apply to the Desert/Mountain SELPA for participation as an LEA in the special education local plan. If approved, a LEA Charter School of the Desert/Mountain SELPA may be geographically located either within or outside the boundaries of San Bernardino County. Whether a LEA Charter School is located within San Bernardino County or outside of the geographic boundaries of the county, a LEA Charter School is responsible for compliance with all provisions of the IDEA and implementing regulations and for ensuring that FAPE is provided to all children with disabilities who are enrolled in and attend the charter school in the same manner as individuals with disabilities are served in other public schools (*34 CFR 300.209 (c); 34 CFR 300.28; EC §§ 47640 and 56145*).

Charter Schools that seek to become LEA members of the Desert/Mountain SELPA should carefully consider their increased responsibility to provide FAPE as a LEA Charter School as opposed to operation as a public school of the authorizing school district. LEA Charter Schools are independent entities under the IDEA. As a result, the LEA Charter School, not the authorizing school district, is 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 LEA member of the Desert/Mountain SELPA may petition the Desert/Mountain SELPA Board of Directors for consideration to participate in the special education local plan. In reviewing the request by a charter school to participate in the Desert/Mountain SELPA local plan, the SELPA Board may not treat the charter school differently from the manner in which it treats a similar request made by a school district (*EC § 47645*).

LEA Charter Schools will participate as an equal LEA member of the Desert/Mountain SELPA in the development and approval of the SELPA fiscal allocation plan and in the distribution of federal and state funds among the LEA members of the SELPA according to the method of distribution approved by the SELPA policymaking process (*EC § 56195.7 (i)*).

Charter schools that do not participate as a member LEA in an approved special education local plan may not be deemed a LEA and shall be deemed a public school of the LEA that granted the charter (*EC § 47641 (b)*).

Charter Schools of the District

Charter schools that are public schools of the LEA shall be referred to as charter schools of the district (20 U.S.C. 1413 (a)(5); 34 CFR 300.209 (b); EC § 47646).

LEAs that authorize charter schools as public schools of the district are responsible for ensuring that FAPE is provided to all children with disabilities who are enrolled in and attending the charter school (*34 CFR 300.209 (b)(ii)(B)(2)(i); EC § 47646*).

To this end, the LEA must serve students with disabilities who attend a charter school in the same manner as students with disabilities are served in other schools of the LEA (*EC § 56145*). Services

to students with disabilities must include the provision of supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on the site to its other public schools (*34 CFR 300.209 (b)(i)*).

The LEA must provide an equitable share of special education funding and/or services for the provision of special education to students with disabilities attending charter schools of the 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 LEA, including proportional distribution based on relative enrollment of children with disabilities (*34 CFR 300.209 (b)(ii)(A)*; *EC § 47646 (b)(1)*). In lieu of or in addition to providing funding for the provision of special education services, a LEA may provide any necessary special education services, including administrative and support services and itinerant services, that are provided by the LEA on behalf of students with disabilities enrolled in the charter school of the district (*EC § 47646 (b)*).

Section B – Charter School Admission Criteria

Specific criteria must be met in order for a charter school to be considered for membership in the Desert/Mountain SELPA.

1. First priority will be given to newly authorized charter schools of the district that include in their petition for authorization the intent to seek LEA charter school status by virtue of membership in a SELPA and to new charter schools sponsored by the State Board of Education. The charters that are sponsored by the State Board of Education are chartered as Local Educational Agencies (LEAs) and are not automatically a member in a SELPA. Because of their LEA status the charters must apply for membership in a SELPA and some charter schools have been unable to reach agreement with the district or SELPA in obtaining this status.
2. For existing LEA Charter Schools, the following guidelines must be met:
 - a. Charter schools must give a one-year notice of intent to leave their current SELPA.
 - b. The primary reason for the charter school to leave their current SELPA must be a desire for increased access to appropriate special education services and a desire to implement quality programs for students with disabilities. The reason for the charter school to leave their geographic SELPA must not primarily be a fiscal decision.
 - c. Charter schools wishing to join the Desert/Mountain SELPA must assure that State Standards are strictly followed in their programs. LEA Charter School SELPA members will be subject to the same self-review and monitoring process as any other LEA member of the Desert/Mountain SELPA.
3. Admission to the SELPA
 - a. Process

Charter schools will follow Education Code requirements when submitting applications for review to the Desert/Mountain SELPA Board of Directors.

b. Criteria for Admission

Specific criteria will be developed by which each application will be reviewed and rated and will include legal requirements and key indicators that will ensure that the charter school is capable of implementing the legal requirements within the Local Plan and to provide a quality educational program for all children. In addition, the criteria will also include the role of the SELPA in providing support to the charter school as a SELPA member.

Section C – Local Plan Assurance and Policy Grid

The LEA assurance statements on pages 1-8 of Section I - SELPA Local Plan, will be adopted by the board of each LEA Charter School member of the Desert/Mountain SELPA.

All aspects of the assurance will apply to all members within the Desert/Mountain SELPA including:

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

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

Legal References:

EDUCATION CODE

§ 56205(a)

5 CCR Chapter 3, Article 1, Section 3001(b)

FEDERAL REFERENCES

20 USC Section 1412(a), 20 USC Section 1413(a)(1)

34 CFR 300.100, 300.101 – 300.163, 300.201, 300.165 – 300.174

Several critical areas within the assurance statement will be specifically addressed, and additional information is provided below.

Free Appropriate Public Education (FAPE)

Both state and federal law provides that students with disabilities are entitled to a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). Each LEA Charter School 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 and evaluated and served.

LEA members of the Desert/Mountain SELPA may be diverse geographically. Given this fact, the Desert/Mountain SELPA will provide funding per the Allocation Plan to LEA Charter Schools so that they may appropriately provide for all students with special education needs attending their schools. This obligation can be met in several ways, which may include:

1. Hire appropriately credentialed special education staff to provide necessary services;
2. Contract with a geographic SELPA to provide the necessary services;
3. Contract with a private entity to provide all necessary personnel to appropriately implement IEPs.

These methods of providing necessary services may be used by a single school in the Desert/Mountain special education local plan service area, or several schools within the Desert/Mountain SELPA could join together to provide the services.

Child Find

LEA Charter Schools in the Desert/Mountain SELPA shall participate in activities which identify, locate and assess students with disabilities attending their schools (*EC §§ 56205(a) and 56301*) according to the referral and assessment guidelines of the Desert/Mountain SELPA Policy and Procedure Manual.

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

LEA Charter Schools are only authorized to serve students in grades K-12 under current education code. In the event that this changes in the future, LEA Charter Schools shall be responsible for identifying, assessing and serving children birth through five according to the guidelines of the Desert/Mountain SELPA Policy and Procedure Manual. For children, birth through five, who are referred for assessment to LEA Charter Schools in the Desert/Mountain SELPA, the LEA Charter School shall assist the parent in directing the referral to the responsible LEA.

Services and Programs for Children 18 to 22

For any student who currently attends one of the LEA Charter Schools who has an active IEP, who is not yet 19 years of age and has not graduated with a diploma or completed his/her prescribed course of study, the charter school must continue to offer FAPE until the student graduates with a regular high school diploma, completes the prescribed course of study or reaches the age of 22.

For students who meet the description above but do not currently attend one of the LEA Charter Schools and seek admission to the school, the charter school must offer FAPE to this student if he/she is otherwise qualified to attend.

Annual Service and Budget Plan

Please refer to Volume II of the Desert/Mountain SELPA Local Plan.

Interagency Agreements

Interagency agreements within San Bernardino County are included in the Desert/Mountain SELPA Local Plan. For those LEA Charter Schools outside of the Desert/Mountain SELPA region, the interagency agreements of the region in which the charter school is located will be utilized in order to preserve consistency of procedures among agencies within another region. There may also

be some non-public agencies and non-public schools which will need to have master contracts and individual service plans developed. A continuum of placements and services must be available if needed by a student. If a student enrolls in the charter school and they need additional related services, the services will be obtained. The Desert/Mountain SELPA Administrator will work collaboratively with the SELPA where the school is located to contract with them or locate additional providers from the area.

The process for the development of these agreements and contracts will begin when an application is approved for admission into the SELPA. The process will be as follows:

The SELPA Administrator in coordination with the Director of Special Education for the LEA Charter School will:

- Determine appropriate local agencies in each geographic area served by the LEA charter member;
- Facilitate meetings with LEA Charter School administrators and agency representatives;
- Develop interagency agreements, memoranda of understanding and/or contracts as appropriate;
- Agreements will be reviewed by fiscal and legal offices representing the Desert/Mountain SELPA;
- Agreements will be approved by appropriate governing boards as needed.

The SELPA Administrator is responsible for ongoing monitoring and facilitation of all interagency agreements, memoranda of understanding and contracts throughout the SELPA.

Compliance Assurances

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

If the SELPA Administrator or his/her designee determines that an LEA Charter School member is not compliant and/or operating in a fiscally irresponsible manner, the SELPA Administrator will require that the responsibility for resulting costs be borne by the LEA Charter School member as specified in the Desert/Mountain SELPA Local Plan. The LEA Charter School member will have the right to appeal any such determination to the SELPA Board of Directors. The decision of the SELPA Board of Directors will be final.

Complaint Resolution Procedures

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

The SELPA Administrator will assist the LEA members in resolving complaints through local mediation and resolution sessions.

All charter school operators who enter into this SELPA will be required to sign an Assurance Statement, which covers all of the preceding requirements.

Section D – Memorandum of Understanding for Part C

The existing Memorandum of Understanding for Part C (Early Intervention) services between the Inland Regional Center and the Desert/Mountain SELPA shall be used with any charter school located in an area served by Inland Regional Center. For those schools outside of this region, the local interagency agreement that is utilized within the geographic region in which the LEA Charter School is located will be used as a template for other agreements which need to be developed. These agreements would be developed if the LEA Charter School serves infants. Please see the procedure as described in the Interagency Agreement Section (see Section C).

Section E – Governance

All the requirements of the Desert/Mountain SELPA Local Plan related to Governance apply to LEA Charter School members of the Desert/Mountain SELPA.

Community Advisory Committee (CAC)

Each LEA Charter School would select a representative to participate in the SELPA Community Advisory Committee. This group will advise the SELPA Administrator on the implementation of the Local Plan as well as provide parent training options.

Because of the geographic diversity anticipated within the Desert/Mountain SELPA, many meetings will be conducted through the use of video and phone conferencing.

All charter schools who join the Desert/Mountain SELPA will be required to have their governing boards approve the agreement for participation (see Appendix A) and the Local Plan for Special Education. As described within these documents, the Charter Governing Boards delegate the administrative policy-making process and procedures for carrying out that responsibility to the governance structure of the Desert/Mountain SELPA.

Section F – Agreement for Participation

Philosophy Statement

It is the goal of the Desert/Mountain SELPA that all charter school students with exceptional needs receive appropriate special education services. It is the intent that special education

programs be coordinated and operated in the Desert/Mountain SELPA in accordance with the Governance structure.

The Desert/Mountain SELPA, the respective charter schools who are signatories hereto, and the San Bernardino County Office of Education, mutually agree as follows:

Definitions

LEA: As described in EC § 56026.3, shall refer either to the Desert/Mountain SELPA, specific member charter school or charter school development organization or public school district as appropriate.

RLA: Responsible Local Agency, as described in EC § 56030. Federal Regulations use the term “Administrative Unit” or “AU”. For purposes of this Agreement, the Office of the San Bernardino County Superintendent of Schools shall be the RLA or AU.

SELPA Board of Directors: This group is composed of a representative from each LEA at the Chief Executive Officer level and the County Superintendent of Schools. Organizations that operate more than one LEA at their option may have a single representative for all schools operated according to the provisions of the SELPA Local Plan. This group would meet regularly to direct and supervise the implementation of the Local Plan.

Steering Committee: The Steering Committee serves in an advisory capacity to the SELPA Administrator and the SELPA Board of Directors. Each LEA is entitled to select one representative for this committee with administrative responsibility for the oversight of special education services. Representatives meet regularly for the purpose of advising the SELPA Administrator and receiving and disseminating direct program/instructional information.

Community Advisory Committee: Each LEA shall be entitled to select a representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with EC § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the SELPA Administrator on the implementation of the Desert/Mountain SELPA Local Plan as well as provide local parent training options in accordance with the duties, responsibilities and requirements of EC §§ 56190-56194.

Because of the geographic diversity within the Desert/Mountain SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

IEP (Individualized Education Program): A plan that describes the child’s current abilities, sets annual goals (and instructional objectives, if needed) and describes the education services needed to meet these goals (and objectives, if needed) in accordance with EC § 56032.

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

A. LEA RESPONSIBILITIES AND DUTIES

The LEA 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 LEA:

1. Select, compensate and determine the duties of the special education teachers, instructional aides, 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 these services;
2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates;
3. Organize and administer the activities of the IEP Teams, including the selection of the LEA staff and who will serve as members of the IEP Team in conformance with EC § 56341 and in compliance with the Local Plan;
4. Organize and provide or arrange for the provision of special education and related services that are determined by the IEP Team to be necessary to meet the unique needs of a child with a disability in the least restrictive environment;
5. Provide facilities as required to house programs conducted by the LEA;
6. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA;
7. Provide and/or arrange for such transportation services as may be required in order for a child with a disability to benefit from the special education specified in the child's IEP;
8. Cooperate in the development of curricula for the classes and the development of program objectives. Cooperate in the evaluation of the programs as specified in the Local Plan;
9. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan;
10. 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 the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria;
11. 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;

12. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Local Plan;
13. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
14. Designate a person responsible for the administration of special education to represent the LEA on the Steering Committee to monitor the implementation of the Local Plan and make necessary recommendations for changes and/or modifications;
15. Designate a representative of the LEA to serve on the Special Education Community Advisory Committee, in accordance with EC §§ 56192-56193 and pursuant to the procedures established in the Local Plan;
16. Designate the LEA Superintendent/CEO to represent the LEA on the SELPA Board of Directors to supervise and direct the implementation of the Local Plan;
17. Receive special education funding from the Desert/Mountain SELPA in accordance with the SELPA Allocation and Budget Plan.

B. AU/RLA DUTIES AND RESPONSIBILITIES

Pursuant to the provisions of EC § 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the Desert/Mountain Special Education Local Plan. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the Local Plan. Such services include, but are not limited to, the following:

1. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under EC § 56836 et seq. Receive data from each LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under EC § 56836.02;
2. Coordinate with the LEA in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who attend the LEA Charter School, including the methods and procedures for communication with the parents and/or legal guardians of the individuals according to procedures in the Local Plan;
3. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;
4. Ensure the organization and maintenance of the Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to EC § 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Community Advisory Committee meetings;

5. Coordinate community resources with those provided by LEA and the AU, including providing such contractual agreements as may be required;
6. Organize and maintain the 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 of eligibility criteria throughout the Local Plan area;
 - b. Coordinating the system of data collection, management, and evaluation;
 - c. Coordinating personnel development and curriculum development for special education;
 - d. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
 - e. Developing interagency referral and placement procedures; and,
 - f. Evaluating the effectiveness of special education programs.
7. Support the SELPA Board of Directors by attendance and participation of the County Superintendent and/or designees at meetings;
8. Provide for regular in-service training for AU and LEA 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 the forms to enable the LEA to report to the AU on student enrollment and program expenditures. Establish and maintain a student information system;
10. Provide assistance to the LEA upon request from LEA 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 necessary to the administration and coordination of the Local Plan;
12. Receive special education funding and distribute funds in accordance with the Fiscal Allocation and Budget Plan;
13. Schedule a public hearing for purposes of adopting the Budget Plan.

C. PROVISIONS OF THE AGREEMENT

1. Each LEA shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA.
2. No LEA member may enter into any agreement, MOU or other undertaking that would bind or limit decision-making on the same or similar matters by any other LEA.
3. The managerial prerogatives of any participating LEA shall not be infringed upon by any other participating LEA except upon mutual consent of an affected LEA(s), or unless as otherwise set forth by this agreement.
4. Any member LEA may terminate its SELPA membership at the end of the fiscal year next occurring after having provided twelve 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 LEA's initial notice of intended termination.

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

- a. Prior initial written notice of intended termination to the LEA of at least one year, and
- b. Final written notice of termination to the LEA no more than six months after the RLA's initial notice of intended termination.

Nothing in this section is intended to preclude the right of the authority that granted the charter to revoke the charter of a member LEA at any time pursuant to the provisions of EC § 47607 (c).

5. The LEAs and the AU in the Desert/Mountain SELPA shall continue to manage and operate programs in their respective LEAs in accordance with EC § 56172.
6. The SELPA Board of Directors shall have the responsibility and right to monitor and correct any special education matter, which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
7. The LEAs and AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA 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 LEA. Student admission and transfer shall be determined in accordance with respective charter, district and county board policies and respective charter, district and county 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 enrolling any student shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate, public education for the student.
9. Supervision and other incidents of employment of special education staff will be the responsibility of the respective LEA or AU. Each LEA and the RLA shall have full exclusive and control over the development, change, implementation and application of all evaluation procedures of their respective LEA or in the RLA as the case may be. All LEAs shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA to provide continuity and service to their special education students.
10. Annually the Steering Committee shall be responsible for recommending an Allocation and Budget Plan for submission to the SELPA Board of Directors. The SELPA Board of Directors shall be responsible for conducting a public hearing for the purposes of adopting the Budget Plan.

D. WARRANTIES AND REPRESENTATIONS

As a condition of membership, each LEA member warrants and represents that at no time during such LEA's membership in the Desert/Mountain SELPA shall any such LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All funding provided through the Desert/Mountain 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 LEA from expending funds for non-public agency or non-public school purposes for the benefit of the children served.

Each LEA further warrants that it has incurred no debt or obligation, nor has it otherwise entered into any agreement or arrangement of a financial nature, which has not been fully disclosed and approved by the RLA.

E. STANDARD OF CONDUCT

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

F. RESERVATION OF RIGHTS

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

G. INDEMNIFICATION AND HOLD HARMLESS

Each LEA shall be responsible for holding harmless, indemnifying and defending the RLA and each other LEA from any and all claims, charges, demands, suits, costs of any kind or nature arising out of or related to the LEA's duties and responsibilities under this agreement except to the extent that such suit arises from the RLA's negligence.

Further, the Desert/Mountain 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.

H. FULL DISCLOSURE

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

APPENDIX A: Desert/Mountain SELPA Agreement for Participation

DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA

17800 Highway 18 • Apple Valley, CA 92307 • (760) 552-6700 • (760) 242-5363 FAX

AGREEMENT FOR PARTICIPATION

The Desert/Mountain 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 SELPA that all Students with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the 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 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 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 SELPA, single charter, large charter, small charter, original founding members, or new members.

Special Education Steering Committee: This Steering Committee serves in an advisory capacity to the SELPA Administrator. Each LEA 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 SELPA Administrator and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee (CAC): Each 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 SELPA governing board. The CAC will advise the SELPA LEA members (“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 LEA member agrees that it is subject to the following non-delegable responsibilities and duties under this Agreement, all adopted 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 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 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; LEA charter schools may contract for those services;
3. Conduct and/or contract those programs operated by the 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 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 LEA member;
7. Provide for the acquisition and distribution of supplies and equipment for the programs conducted by the 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 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 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 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 LEA Superintendent/CEO or designee to represent the LEA member on the CAHELP JPA Governance Council to supervise and direct the implementation of the Local Plan;
18. Receive special education funding from 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 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. 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 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 LEA member shall provide written notification to the RLA and the SELPA Administrator;
21. A 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 LEA member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the LEA member, 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 LEA member must contract with CDE-certified nonpublic agencies/schools (NPA/S).

With respect to external services and/or student placements, the 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 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 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 LEA members in the development and implementation of a systematic method for referring and placing children with disabilities who reside in the 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 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 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 Special Education Community Advisory Committee meetings;
5. Coordinate community resources with those provided by the LEA members and the AU, including providing such contractual agreements as may be required;
6. Organize and maintain the 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 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 LEA member upon request from the 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 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 LEA member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA member;

2. No 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 LEA member;
3. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth by this Agreement;
4. Any LEA member may terminate its 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 LEA member's initial notice of intended termination.

The RLA County Superintendent of Schools may terminate any 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 LEA member of at least one year; and
 - b. Final written notice of termination to the LEA member no more than six months after the RLA's initial notice of intended termination.
5. Funding received by a 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 LEA members and the AU shall continue to manage and operate programs in their respective LEAs in accordance with Education Code § 56172;
7. The 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 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 LEA member. Student admission and transfer shall be determined in accordance with the LEA, 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 LEA charter school enrolling any student shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such 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 LEA member or AU. Each 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. LEA members shall have the full exclusive authority to recruit, interview, and hire special education staff as needed by such LEA member to provide continuity and service to their special education students.
10. The CAHELP JPA Governance Council shall review and make allocation plan recommendations. The allocation plan defines the distribution of state and federal funds within the 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 SELPA will not have any property tax allocations.

WARRANTIES AND REPRESENTATIONS

As a condition of membership, each LEA member warrants and represents that at no time during such LEA member's membership in the 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 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 LEA member from expending funds for nonpublic agency or nonpublic school purposes for the benefit of children served.

STANDARD OF CONDUCT

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

RESERVATION OF RIGHTS

The RLA shall not be responsible for any LEA member or 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 LEA member agrees to defend, indemnify, and hold harmless the SELPA and other 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 LEA member to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the RLA's negligence.

Further, the 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 SELPA or any of its members, a 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 SELPA APPROVAL

CAHELP JPA Governance: _____

Authorized Agent/Representative: _____

Date: _____

APPENDIX A: Local Plan Assurances Statement

**JENAE HOLTZ, CHIEF EXECUTIVE OFFICER, CAHELP JPA
SPECIAL EDUCATION LOCAL PLAN AREA**

LOCAL EDUCATION AGENCY (LEA) ASSURANCE STATEMENT

1. FREE APPROPRIATE PUBLIC EDUCATION, 20 U.S.C. § 1412(a)(1)

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA, including those that are out of geographic boundaries, between the ages of three through 21, inclusive, including students with disabilities who have been suspended or expelled from school. The Desert/Mountain SELPA will have a policy in place that assures compliance for the out of geographic region charter schools.

2. FULL EDUCATIONAL OPPORTUNITY, 20 U.S.C. § 1412(a)(2)

It shall be the policy of this LEA that all students with disabilities have access to educational programs, nonacademic programs, and services available to students without disabilities.

3. CHILD FIND, 20 U.S.C. § 1412(a)(3)

It shall be the policy of this LEA that all children with disabilities residing in the state, including children with disabilities who are homeless or are wards of the state and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services. The Desert/Mountain SELPA will assure that there is a process in place for the out of geographic region charter schools to be in compliance with this requirement.

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP), 20 U.S.C. § 1412(a)(4)

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability who requires special education and related services in order to benefit from his/her IEP. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions. The Desert/Mountain SELPA will have in place a means of reporting this information for the individual charter schools in the same manner as the other member LEAs.

5. LEAST RESTRICTIVE ENVIRONMENT, 20 U.S.C. § 1412(a)(5)

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. PROCEDURAL SAFEGUARDS, 20 U.S.C. § 1412(a)(6)

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process. The Desert/Mountain SELPA will monitor the compliance for the out of geographic region charter schools.

7. EVALUATION, 20 U.S.C. § 1412(a)(7)

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. CONFIDENTIALITY, 20 U.S.C. § 1412(a)(8)

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA). The Desert/Mountain SELPA will monitor the compliance for out of geographic region charter schools.

9. PART C TRANSITION, 20 U.S.C. § 1412(a)(9)

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely, and effective for the child and family. The Desert/Mountain SELPA will assure that there is a process in place to comply with this requirement for all out of geographic region charter schools.

10. PRIVATE SCHOOLS, 20 U.S.C. § 1412(a)(10)

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private schools by their parents. The Desert/Mountain SELPA will assure that all out of geographic region charter schools will have a policy in place that complies with this requirement.

11. LOCAL COMPLIANCE ASSURANCES, 20 U.S.C. § 1412(a)(11)

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California Education Code, part 30.

12. INTERAGENCY, 20 U.S.C. § 1412(a)(12)

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for a free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

13. GOVERNANCE, 20 U.S.C. § 1412(a)(13)

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. PERSONNEL QUALIFICATIONS, 20 U.S.C. § 1412(a)(14)

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a state complaint with the California Department of Education (CDE) about staff qualifications.

15. PERFORMANCE GOALS, 20 U.S.C. § 1412(a)(15)

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. PARTICIPATION IN ASSESSMENTS, 20 U.S.C. § 1412(a)(16)

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate-assessments consistent with state standards governing such determinations.

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS, 20 U.S.C. § 1412(a)(17)

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local, and other federal funds.

18. MAINTENANCE OF EFFORT, 20 U.S.C. § 1412(a)(18)

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal law and regulations.

19. PUBLIC PARTICIPATION, 20 U.S.C. § 1412(a)(19)

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. RULE OF CONSTRUCTION, 20 U.S.C. § 1412(a)(20)

(Federal requirement for State Education Agency only)

21. STATE ADVISORY PANEL, 20 U.S.C. § 1412(a)(21)

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION, 20 U.S.C. § 1412(a)(22)

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

23. ACCESS TO INSTRUCTIONAL MATERIALS, 20 U.S.C. § 1412(a)(23)

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standards.

24. OVERIDENTIFICATION AND DISPROPORTIONALITY, 20 U.S.C § 1412(a)(24)

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

25. PROHIBITION ON MANDATORY MEDICINE, 20 U.S.C. § 1412(a)(25)

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substance Act as a condition of attending school or receiving a special education assessment and/or services.

26. DISTRIBUTION OF FUNDS, 20 U.S.C. § 1411(e), (f)(1-3)

(Federal requirement for State Education Agency only)

27. DATA, 20 U.S.C. § 1418(a-d)

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. READING LITERACY, STATE BOARD REQUIREMENT, 2/99

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. CHARTER SCHOOLS, CALIFORNIA EDUCATION CODE § 56207.5(a-c)

It shall be the policy of this LEA that a request by a charter school to participate as a LEA in a SELPA may not be treated differently from a similar request made by a school district.

In accordance with federal and state laws and regulations, Desert/Mountain SELPA certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et. seq., and implementing regulations under 34 C.F.R., Parts 300 and 303, 29 U.S.C. § 794, 705(20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title 5 of the California Code of Regulations.

Be it further resolved, the LEA superintendent/CEO shall administer local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent/CEO ensures that policies and procedures covered by this assurance statement are on file at the LEA at the Desert/Mountain SELPA office.

Adopted this ____ day of ____, 20____.

Signed:

Ted Alejandre
County Superintendent of Schools