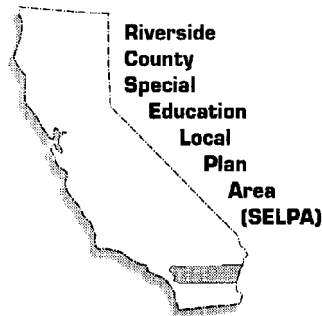


**Riverside County
Special Education Local Plan Area**

**2007-2008
LOCAL PLAN
FOR
SPECIAL EDUCATION**



**Dr. Caryl J. Miller, Executive Director
Riverside County SELPA
975 West Morgan Street
Perris, California 92571
(951) 490-0375, FAX (951) 490-0376
www.valverde.edu/selpa**

**CERTIFICATION OF PARTICIPATION, COMPATIBILITY,
AND COMPLIANCE ASSURANCES**

SED-LP-1

1. Check one, as applicable:
 Single District **Multiple District** **District/County**

| | | |
|---|--|--|
| CDS Code / SELPA Code 3301 | SELPA Name Riverside County SELPA | Application Date June 30, 2007 |
| SELPA Address 975 W. Morgan Street, Bldg G | SELPA City Perris, CA | SELPA Zip 92571 |
| Name SELPA Director (Print) Caryl J. Miller | SELPA Director's Telephone Number (951) 490-0375 | |

2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))

| | | |
|---|--|---|
| RLA/AU Name Val Verde Unified School District | Name/Title of RLA Superintendent (Type) Dr. Fred Workman | Telephone Number (951) 940-6100 Extension 10201 |
| RLA/AU Street Address 975 W. Morgan Street | RLA/AU City Perris, CA | RLA/AU Zip 92571 |
| Date of Governing Board Approval May 31, 2007 | | |

3. CERTIFICATION OF ASSURANCES

I certify 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(ies) 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 USC 1400 et.seq, and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 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 V of the California Code of Regulations.

Signature of RLA Superintendent _____ Date _____

4. CERTIFICATION OF COMPATIBILITY BY THE COUNTY SUPERINTENDENT OF SCHOOLS

Pursuant to Education Code Section 56140, this plan ensures that all individuals with exceptional needs residing within the county, including those enrolled in alternative education programs, including but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by the county office of education, and juvenile court schools, will have access to appropriate special education programs and related services.

| | | |
|---|---|--|
| County Office Name Riverside County Office of Education | Name of County Superintendent or Authorized Representative Dr. David Long | Title Riverside County Superintendent of Schools |
| Street Address 3939 Thirteenth Street | Signature of County Superintendent or Authorized Representative | Date |
| City Riverside, California | Zip 92502 | Telephone Number (951) 826-6670 |

5. CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE

(See attached)

FOR DEPARTMENT OF EDUCATION USE ONLY

Recommended for Approval by the Superintendent of Public Instruction:

Date: _____ By: _____ Date of Approval: _____

CERTIFICATION OF PARTICIPATION, COMPATIBILITY,
AND COMPLIANCE ASSURANCES

SED-LP-2

| COMMUNITY ADVISORY COMMITTEE (CAC) CERTIFICATION | | |
|---|------------------|----|
| CAC signature and verification: | YES | NO |
| I certify : | | |
| 1. that the Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the local plan pursuant to Education Code (E.C.) Section 56194; | | |
| 2. that to ensure adequate and effective participation and communication pursuant to E.C. 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the plan for special education; | | |
| 3. that the plan has been reviewed by the CAC and that the committee had at least 30 days to conduct this review prior to submission of the plan to the Superintendent pursuant to E.C. 56205 (b)(6); | | |
| 4. that the CAC has reviewed any revisions made to the local plan as a result of recommendations or requirements from the California Department of Education. | | |
| CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE | | |
| Signature of CAC Chairperson | Date | |
| Name of Chairperson (print) Marybeth Feild | Telephone Number | |

If you checked [✓] NO for any of the above certifications, you may submit specific information, in writing, as to why you did not certify that the SELPA met the requirement. (Attach separate sheet, if necessary.) The Department will take this into consideration in its review of this local plan application.

**LOCAL PLAN ASSURANCE AND POLICY/PROCEDURE
 (GUIDANCE DOCUMENT)**

| <u>FEDERAL REQUIREMENTS</u> | Federal Reference(s) | State Education Code Reference(s) | Signed Assurances Submitted to CDE | Local Policy /Procedures Submitted to CDE | Administrative Regulations or Procedures for implementation (held on file locally) |
|--|---|--|------------------------------------|---|--|
| 1. Free Appropriate Public Education | 20 USC Section 1412, CFR 300.24, 300.300 (a) (3), 300.340 – 300.351 of Part B Regulations | 56205(a), 5 CCR Chapter 3, Article 1, Section 3001(b) | X | | X |
| 2. Full Educational Opportunity | 20 USC 1412 (a) (2) | 48926, 56205(a), 56205(c), 56345 (b)(3), 56368(b)(5) | X | | X |
| 3. Child Find | 20 USC Section 1412 (a) (3) (A-B), 34 CFR Sections 300.125 | 56205(a), 56301 | X | | X |
| 4. Individualized Education Program | 20 USC Section 1412 (a) (4), 1414(d), 1436(d), CFR 300.344 (c) (1) (ii) , 300.345(a) | 56205(a), 56195.7(a), 56195.8(a)(3) | X | | X |
| 5. Least Restrictive Environment | 20 USC 1412 (a) (5) (A) | 56205(a), 56031, 56201, 56206, 56303, State Board Policy (10/10/1986) | X | | X |
| 6. Procedural Safeguards | 20 USC 1412 (a) (6), 20 USC 1415 | 56205(a), 56195.7(a), 56195.8(a)(3) | X | | X |
| 7. Annual/Triennial Reassessment | 20 USC Section 1412 (a) (7), 1414 (a-c), 34 CFR 300.128, 300.220 | 56205(a), 56320-333, 56380(a), CCR Title 5, 3021-3029 | X | | X |
| 8. Confidentiality | 20 USC 1412 (a) (8), 1417 | 56205(a) | X | | X |
| 9. Part C - Transition to Pre-School | 20 U.S.C. 1412(a)(9), 20 USC 1431 | 56205(a)(9), 56429, 17 CCR 52140 | X | X | X |
| 10. Private Schools | 20 USC Section 1412 (a) (10) (A-C), CFR 300.454 | 56205(a) | X | | X |
| 11. Compliance Assurances (See SED-LP 1) | 20 USC 1412 | 56205(a)(11) | X | | X |
| 12. Governance (See State Requirements) | 20 USC 1412 (a), 20 USC 1413 (a)(1), 20 USC 1413 (a)(5) | 56205(a)(12), 56001(f), 56190-4, 56195.1(b)(c),56195.3, 56195.9, 56205(b)(4), 56205(b)(5), 47640-47647 | | X | X |
| 13. Copies of Joint Powers Agreements (See Governance) | 20 USC 1412 (a), 20 USC 1413 (a)(1), 20 USC 1413 (a)(5) 9 | 56205(a), 56195(e) | | | X |
| 14. Comprehensive System Of Personnel Development (CSPD) | 20 USC 1412(a)(14-15), 1413(a)(3) | 56205(a), State Board Policy 6/11/98 | X | | X |

LOCAL PLAN ASSURANCE AND POLICY/PROCEDURE
(GUIDANCE DOCUMENT) continued

| | | | | | |
|--|---------------------------------------|--|---|--|--|
| 15. Personnel Standards | 20 USC 1412(a)(14-15), 1413(a)(3) | 56205(a), State Board Policy 6/11/98 | X | | X |
| 16. Performance Goals and Indicators (See SED-LP 1) | 20 USC 1412 (a) (16) | 56205(a) | X | | X |
| 17. Participation in State/District Assessments | 20 USC 1412 (a) (17) | 56205(a) | X | | X |
| 18. Supplementation of State/Federal Funds (Annual Budget Plan) | 20 USC 1412 (a) (18) | 56205 (a) (18) | X | | |
| 19. Maintenance of Financial Effort (Annual Budget Plan) | 20 USC 1412 (a) (19), CFR 30.231-2 | 56205 (a)(19) | X | | X |
| 20. Public Participation (See Governance) | 20 USC 1412 (a) (20) | 56205(a) | | | X |
| 21. Suspension/Expulsion Rates | 20 USC 1412 (a) (22) | 56205(a) | X | X VIA CASEMIS | X |
| 22. Part C - Early Intervention Services | 20 USC 1431-35 | EC 56205 (b) (3), EC 56429, 14 GC 95000 et seq., 17 CCR 52000-52175 | | X | |
| <u>STATE REQUIREMENTS</u> | | State Education Code Reference(s) | Signed Assurances Submitted to CDE | Local Policy/ Procedures Submitted to CDE | Administrative Regulations or Procedures for implementation (held on file locally) |
| Governance | | 56205 (a)(12)(A), 56205(a)(12)(D)(i-ii) | | X | It is advised that you maintain a copy of the submitted Policies/Procedures on file locally. |
| Regionalized Services | | 56205 (a) (12) (B) | | X | |
| Verification that a Community Advisory Committee (CAC) has been established | | 56205 (a) (12) (C) | | X | |
| Supplementation of State/Federal Funds | | 56205(a) (18) | | X | |
| Maintenance of Financial Effort | | 56205(a) (19) | | X | |
| Public Participation | | 56205 (a) (20), 56205(b)(4) | | X | |
| Annual Budget Plan | | 56205(b)(1)(A-G), 56195.7(h) | | X | |
| Annual Service Plan | | 56205(b)(2) | | X | |
| Early Education Program Description (Birth-5 Yrs.) | | 56205 (b) (3) | | X | |
| Dispute Resolution Process (Multi-district or JPA only) | | 56205(b)(5) | | X | |
| Community Advisory Committee Certification (See SED-LP-2) | | 56205 (b)(6) | X | | |
| Charter Schools | | 56207.5 (a-c) | | X | |
| Literacy | | State Board Requirement | | X | |

LOCAL PLAN ASSURANCE AND POLICY/PROCEDURE
(GUIDANCE DOCUMENT) *continued*

| <u>LOCAL REQUIREMENTS</u> | State Education Code Reference(s) * 56195.7 pertains to Multi-district SELPAs | Signed Assurances Submitted to CDE | Local Policy/ Procedures Submitted to CDE | Local Agreements/ Policies (held on file locally) | |
|---|--|------------------------------------|---|---|--------|
| | | | | Agreement | Policy |
| Joint powers/contracts (JPA only) | 56195.1 (e), 56205(a)(13) | | | X | |
| Identify/referral/assessment/instructional planning/implementation/review | 56195.7(a), 56300-56382, 56205(b)(7), 5 CCR 3030 | | | X | |
| Coordination with other agencies | 56195.7(d-g) | | | X | |
| Hospital, LCI, Agencies Juvenile Court | 56195.7(d-g) | | | X | |
| Policymaking/ Method of distributing funds (Multi-district) | 56195.7(i) | | | X | |
| NPS monitoring | 56195.8(b)(1), 56205 (c) | | | | X |
| Review of class assignment at Teacher's request | 56195.8(b)(2) | | | | X |
| Resource Specialists Program / Caseloads | 56195.8(b)(4), 56362 | | | | X |
| Transportation | 56195.8(b)(5) | | | | X |
| Information on number of pupils being provided special education/related services | 56195.8(b)(6) | | | | X |
| Caseloads for speech/language therapists ages (3-5) | 56195.8(b)(7) | | | | X |
| Specialized equipment & services | 56206 | | | | X |
| Behavioral Interventions Plans | 5 CCR 3052(j) | | | | X |

ELEMENTS OF THE LOCAL PLAN

| CHAPTER 3. ELEMENTS OF THE LOCAL PLAN | Cross Reference | Page # where criteria can be located in Local Plan | <u>Compliance Checklist</u> (For CDE use) |
|---|-----------------------|---|---|
| Article 1. 1 State Requirements | | _____ | |
| 56205 (a) Each special education local plan area submitting a local plan to the superintendent under this part shall demonstrate, in conformity with subsection (a) of Section 1412 of, and paragraph (1) of subsection (a) of section 1413 of, Title 20 of the United States Code, that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing the following: | 56195.1 (a)(12)(D) | _____ | |
| 56205 (a) (12) (A) A description of the governance and administration of the plan, including identification of the governing body of a multi-district plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible. | 56195.1 (a)(12)(D) | Pages 21 – 27 Appendix 1 | Yes () No () |
| 56205 (a) (12) (B) A description of the regionalized operations and services listed in Section 56836.23 and the direct instructional support provided by program specialists in accordance with Section 56368 to be provided through the plan. | | Pages 27 – 28 | Yes () No () |
| 56205 (a) (12) (C) Verification that a community advisory committee has been established pursuant to Section 56190. | | Page 28 | Yes () No () |
| 56205 (a) (12) (D) Multidistrict plans, submitted pursuant to subdivision (b) or (c) of Section 56195.1, shall do the following: | | _____ | |
| 56205 (a) (12) (D) (i) Specify the responsibilities of each participating county office and district governing board in the policymaking process, the responsibilities of the superintendents of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the local plan. | 56195.1 | Pages 26 – 27 Appendix 1 Appendix 2 Appendix 3 | Yes () No () |
| 56205 (a) (12) (D) (ii) Identifying the respective roles of the administrative unit and the administrator of the special education local plan area and the individual local education agencies within the special education local plan area in relation to the following: | 56195.1 (b) | Pages 25 – 27 Appendix 3 | |

| CHAPTER 3. ELEMENTS OF THE LOCAL PLAN | Cross Reference | Page # where criteria can be located in Local Plan | <u>Compliance Checklist</u> (For CDE use) |
|--|-----------------|--|--|
| Article 1. 1 State Requirements | | _____ | |
| 56205 (a) (12) (D) (ii) (I) The hiring supervision, evaluation, and discipline of the administrator of the special education local plan area and staff employed by the administrative unit in support of the local plan. | | Page 21 Appendix 2 | Yes () No () |
| 56205 (a) (12) (D) (ii) (II) The allocation from the state of federal and state funds to the special education local plan area administrative unit or to local education agencies within the special education local plan area. | 56195.1 (b) | Pages 29 – 31 | Yes () No () |
| 56205 (a) (12) (D) (ii) (III) The operation of special education programs. | | Pages 31 – 38 | Yes () No () |
| 56205 (a) (12) (D) (ii) (IV) Monitoring the appropriate use of federal, state, and local funds allocated for special education programs. | | Page 29 | Yes () No () |
| 56205 (a) (12) (D) (ii)(V) The preparation of program and fiscal reports required of the special education local plan area by the state. | | Pages 29 – 31 Appendix 3 | Yes () No () |
| 56205 (a) (13) Copies of joint powers agreements or contractual agreements, as appropriate, for districts and counties that elect to enter into those agreements pursuant to subdivision (b) or (c) of Section 56195.1. | | Appendix 2 Appendix 3 | Yes () No () |
| 56205 (b) (1) Each of the local plan submitted to the superintendent under this part should also contain the following: | | _____ | |
| (1) An Annual Budget Plan that shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. The annual budget plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraph (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and Section 56195.9. The annual budget plan shall identify expected expenditures for all items required by this part which shall include, but not be limited to, the following: | | To be submitted one year after plan is approved by CDE | |
| 56205(b) (1) (A) Funds received in accordance with Chapter 7.2 (commencing with Section 56836). | | | Yes () No () |
| 56205(b) (1) (B) Administrative costs of the plan. | | | Yes () No () |

| CHAPTER 3. ELEMENTS OF THE LOCAL PLAN | Cross Reference | Page # where criteria can be located in Local Plan | <u>Compliance Checklist</u> (For CDE use) |
|--|--------------------------------|--|--|
| Article 1.1 State Requirements | | _____ | |
| 56205(b) (1) (C) Special education services to pupils with severe disabilities and low incidence disabilities. | | | Yes () No () |
| 56205(b) (1) (D) Special education services to pupils with nonsevere disabilities. | | To be submitted one year after plan is approved by CDE | Yes () No () |
| 56205(b) (1) (E) Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments. | | To be submitted one year after plan is approved by CDE | Yes () No () |
| 56205(b) (1) (F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. | | Page 28 | Yes () No () |
| 56205(b) (1) (G) The use of property taxes allocated to the special education local plan area pursuant to Section 2572. | | Pages 30 – 31 | Yes () No () |
| 56205 (b) (2) An Annual Service Plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school district in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) and paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices or education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs. | | To be submitted one year after plan is approved by CDE | Yes () No () |
| 56205 (b) (3) A description of programs for early childhood special education from birth through five years of age. | | Pages 35 – 38 | Yes () No () |
| 56205 (b) (4) A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the governing body or individual. | 56205 (b) (1) 56205 (b) (2) | Page 29 | Yes () No () |

| CHAPTER 3. ELEMENTS OF THE LOCAL PLAN | Cross Reference | Page # where criteria can be located in Local Plan | <u>Compliance Checklist</u> (For CDE use) |
|--|------------------------------------|--|--|
| Article 1.1 State Requirements | | _____ | |
| 56205 (b) (5) A description of a dispute resolution process, including mediation and final binding arbitration to resolve disputes over the distribution of funding, the responsibilities for service provision, and the other governance activities specified within the plan. | | Page 38 | Yes () No () |
| 56207.5 A request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a local educational agency in a special education local plan area, the following requirements shall apply: | | Pages 38 – 39 | |
| 56207.5 (a) The special education local plan area shall comply with Section 56140. | | Pages 38 – 39 | Yes () No () |
| 56207.5 (b) The charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (i) of Section 56195.7 or Section 56836.05 in the same manner as other local educational agencies of the special education local plan area. | 56195.1 (f) 56203 | Pages 40 – 41 | Yes () No () |
| 56207.5 (c) The charter school shall participate in governance of the special education local plan area in the same manner as other local educational agencies of the special education local plan area. | 56195.1 (f) 56203 | Pages 40 – 41 | Yes () No () |
| <p><u>Reading Criteria:</u></p> <p>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. Further, SELPA Local Plans shall include assurances that special education instructional personnel will participate in staff development inservice opportunities in the area of literacy that includes:</p> | State Board Requirement 2/10/99 | _____ | |
| a. Information about current literacy and learning research | | Page 43 | Yes () No () |
| b. State adopted standards and frameworks | | Page 43 | Yes () No () |
| c. Increased participation of students with disabilities in statewide student assessments | | Page 43 | Yes () No () |
| d. And, research based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate. | | Page 43 | Yes () No () |

ELEMENTS OF THE LOCAL PLAN *continued*

| <u>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</u> | Cross Reference | Page # where criteria can be located in Local Plan | <u>Compliance Checklist</u> (For CDE use) |
|--|------------------------|---|---|
| Local Plans shall also include assurances that students with disabilities will have full access to: | | _____ | |
| a. All required core curriculum including state adopted core curriculum text books and supplementary text books | | Page 43 | Yes () No () |
| b. Instructional materials and support in order that students with disabilities attain higher standards in reading | | Page 43 | Yes () No () |

Riverside County SELPA Local Plan

Assurance Statements Federal Requirements (SED – LP – 5)

RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1. FREE APPROPRIATE PUBLIC EDUCATION (20 USC § 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 between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

2. FULL EDUCATIONAL OPPORTUNITY (20 USC § 1412 (a)(2))

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

3. CHILD FIND (20 USC § 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.

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) (20 USC § 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 individualized education program. 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.

5. LEAST RESTRICTIVE ENVIRONMENT (20 USC § 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 USC § 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.

7. EVALUATION (20 USC § 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 USC § 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).

9. PART C, TRANSITION (20 USC § 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.

10. PRIVATE SCHOOLS (20 USC § 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 school by their parents.

11. LOCAL COMPLIANCE ASSURANCES (20 USC § 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 USC § 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 FAPE are provided, including the continuation of services during an interagency dispute resolution process.

13. GOVERNANCE (20 USC § 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 USC § 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 CDE about staff qualifications.

15. PERFORMANCE GOALS & INDICATORS (20 USC § 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 USC § 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 USC § 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 those funds.

18. MAINTENANCE OF EFFORT (20 USC § 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 USC § 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 USC § 1412 (a)(20))

(Federal requirement for State Education Agency only)

21. STATE ADVISORY PANEL (20 USC § 1412 (a)(21))

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION (20 USC § 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 USC § 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 Standard.

24. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 USC § 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 USC § 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 Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. DISTRIBUTION OF FUNDS (20 USC § 1411(e),(f)(1-3)
(Federal requirement for State Education Agency only)

27. DATA (20 USC § 1418 a-d)

It shall be the policy of this LEA to provide data or information to the California Department of Education 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 (E.C. 56207.5 (a-c))

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

CERTIFICATION OF BOARD MINUTES

This is to certify that in accordance with Federal and State laws and regulations, the _____ (insert SELPA/District or School Board name), at its regular meeting on _____, 2007, approved the local plan and that this plan is the basis for the operation and administration of special education programs. The agency(ies) 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 USC 1400 et.seq, and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 705 (20), 794-794b, Section 504 of Public Law, 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 V of the California Code of Regulations.

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this _____ day of _____, 200____.

Yeas: _____ Nays: _____

Signed: _____,
Print Name and Title

This document should be signed by the County/District Superintendent or appropriate designee.

Riverside County SELPA Local Plan

Local Policy/Procedures State Requirements

State Requirements Local Policy/Procedures

Proposed amendments or changes to the permanent portion of the Local Plan will be developed cooperatively by a committee of representatives of special and regular teachers and administrators selected by the groups they represent and with participation by parent members of the community advisory committee, or parents selected by the community advisory committee, to ensure adequate and effective participation and communication (EC § 56195.9).

I. Governance and Administration of the Local Plan

This section describes the Riverside County Special Education Local Plan Area (SELPA) Governance Structure responsibilities and procedures, the administrative functions necessary for implementation of the plan, and the relationship of the Community Advisory Committee (CAC) to governance.

A. Governance Structure

This section addresses the responsibilities of the governing boards, superintendents, special education administrators, finance committee, participating agencies, and procedures for changing the governance structure. Riverside County SELPA Organizational Chart can be found in Appendix 1.

1. Governing Board Responsibilities

Each participating Local Education Agency (LEA) governing board accepts responsibility in the policy-making process as demonstrated by approval of the 2007-08 Local Plan for the Riverside County SELPA. The procedures for carrying out that responsibility are locally defined but typically fulfilled by regular communication with the respective superintendent and the administrator responsible for special education.

2. Superintendent Responsibilities - Governance Council

The Governance Council consists of each participating district superintendent and the Riverside County Superintendent of Schools (RCSS). The term “Superintendent” shall include the “Chief Executive Official” of a member LEA. The superintendents serve as representatives of the district and the county governing boards in overseeing the delivery and effectiveness of special education programs. The officers of the Governance Council are Chair and Vice Chair, with the Vice Chair succeeding the Chair the following year. The SELPA Executive Director serves as Secretary to the Governance Council. The Governance Council operates as a committee of the whole to formulate policies and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. It is the intent of the Governance Council to minimize financial encroachments upon school districts’ general education funds. The Governance Council shall also serve as the Board for the Joint Powers Agreement (JPA) Board.

The Governance Council/JPA Board shall adopt amendments to the permanent portion of the Local Plan on an “interim” basis not to exceed 12 months. Amendments approved in this manner become permanent upon subsequent approval by all LEA governing boards and the State Board

of Education. Such approval is considered concurrently with the approval of the Annual Service Delivery Plan and the Annual Budget Plan.

The Governance Council/JPA Board adopts bylaws to govern meetings and provides for other appropriate requirements as mandated by law. The Governance Council/JPA Board bylaws are available through the SELPA Office.

The Governance Council/JPA Board Steering Committee is a subcommittee of the Governance Council/JPA Board. The Committee develops the agenda for Governance Council/JPA Board meetings and performs other duties and responsibilities as needed. The Governance Council/JPA Board Steering Committee consists of a representative from each zone (selected by each zone), the RCSS, the Coordinating Council Chair, and a Finance Committee Liaison. Also, the Chair and Vice Chair serve as a zone representative.

The Governance Council/JPA Board Chair appoints a SELPA Personnel Committee with the function of evaluating the SELPA Executive Director. The Personnel Committee is comprised of the Governance Council Chair representing his/her zone and a superintendent from each of the other zones. The SELPA Executive Director is supervised by the Governance Council/JPA Board Chair. The SELPA Executive Director is selected and/or dismissed by the Governance Council/JPA Board based on recommendations from the Personnel Committee.

3. Coordinating Council

The Coordinating Council consists of the special education administrator, or a designated person, from each participating LEA who has been empowered by the superintendent, and/or special education administrator to act in behalf of said LEA in fiscal and educational matters related to special education. The Coordinating Council formulates potential decisions for program organization, structure, allocation, and policy issue recommendations to assure that all Individuals with Exceptional Needs (IWENS) receive appropriate program and services; provides recommendations to the Governance Council/JPA Board and the SELPA Finance Committee; and disseminates and exchanges information. The officers of the Coordinating Council are the Past Chair, Chair and Vice Chair, with the Vice Chair succeeding the Chair the following year. The SELPA Executive Director serves as Secretary to the Coordinating Council. The Coordinating Council operates according to adopted bylaws which are developed, revised, and/or approved formally by the Coordinating Council. The Coordinating Council bylaws are available through the SELPA Office.

The Coordinating Council Steering Committee develops the agenda for Coordinating Council meetings and serves as the nominating committee in recommending a Vice Chair to the Coordinating Council. This committee consists of the SELPA Executive Director, the current and past Coordinating Council Chair, County Director of Special Education, and a representative from each zone.

4. SELPA Finance Committee

The purpose of the SELPA Finance Committee is to analyze all financial and related issues with the resulting recommendations transmitted to the Governance Council/JPA Board and Coordinating Council via their respective steering committees. The SELPA Finance Committee shall support the Governance Council/JPA Board to minimize financial encroachment upon the school districts' general education funds. The SELPA Finance Committee operates according to

adopted bylaws which are developed, revised, and/or approved formally by the SELPA Finance Committee. The SELPA Finance Committee bylaws are available through the SELPA Office.

The SELPA Finance Committee shall be comprised of the following members: a Chief Business Official or the Superintendent's designee from each participating zones and the Riverside County Office of Education (RCOE), a Fiscal Liaison to the Governance Council/JPA Board (to jointly serve as his/her zone representative), a Program Liaison from Coordinating Council, and the SELPA Executive Director. The SELPA Executive Director serves as Secretary to the SELPA Finance Committee.

5. Community Advisory Committee

The Community Advisory Committee (CAC) serves the Special Education Local Plan Area in an advisory capacity, in accordance with EC §56190-56194 and legislation related thereto.

Parents comprise a majority of the membership of the CAC; and of these members, the majority must be parents of children with disabilities. Members of local PTAs, special education teachers, general education classroom teachers, other school personnel, students with disabilities, representatives of related public and private agencies, and other persons concerned with the needs of children with disabilities may also be represented. The CAC operates according to adopted bylaws which are developed and/or revised by the CAC through a committee process. The CAC bylaws are approved by both the CAC and the Governance Council/JPA Board. The CAC bylaws are available through the SELPA Office.

6. Participating Agency Responsibilities

The procedures for determining the responsibility of each participating LEA to provide special education and assure access to special education and related services for all IWENs residing in the geographic area served by the Local Plan are described herein.

Each LEA is responsible to oversee the operation of those special education programs offered by that LEA and assures access to special education and related services for all IWENs residing in the area. Districts are responsible for home teaching (including severely handicapped (SH)) IWENs, Special Day Class (SDC) programs for non-SH and SH, when appropriate, Resource Specialist Programs (RSP), and Related Services (RS).

Pursuant to California EC § 56205(a) and 56195.1(b) as well as Government Code § 6502, et. Seq., the Riverside County SELPA will operate as a JPA, effective July 1, 2006. The purpose of the JPA is to formulate policy and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. A copy of the Joint Powers Agreement for Special Education can be found in Appendix 2.

Pursuant to California EC § 56195.1(e), a SELPA-member LEA may contract with another SELPA member LEA for special education programs/services. The districts may contract with the RCSS to operate programs for SH students and to provide RS for low incidence populations (SH Special Day Class and Deaf/Hard of Hearing and Visually Impaired Itinerant Programs). The mechanism to initiate such contracts includes the approval of the "Referral/Interim Placement" form and completion of the Master Contract, "Riverside County Superintendent of Schools Agreement for Intra-SELPA Educational Services."

The “Intra-SELPA/Inter-SELPA Agreement for Providing Placement and Services to Students with Severe Disabilities” form was developed to assist LEAs and/or SELPAs to document agreements between LEAs for the provision of special education placement and services for a resident student with severe disabilities, in a setting outside of the student’s LEA and/or SELPA of residence. The purpose of the Agreement form is to (1) obtain student count data for the state report; and (2) provide a mechanism to transfer funds, if it is determined to be necessary. Typically, the resident special education administrator initiates these agreements when there is no appropriate program within the LEA.

An Intra-SELPA agreement is initiated by a Riverside County SELPA member district for the transfer of a student with an IEP to a program operated by another LEA that is also a member of the Riverside County SELPA. An Inter-SELPA agreement is initiated for the transfer of a student with an IEP from an LEA that is not a member of the Riverside County SELPA to a program operated by an LEA that is a member of the Riverside County SELPA or visa versa.

The “Intra-SELPA/Inter-SELPA Agreement for Providing Placement and Services to Students with Severe Disabilities” is available through the SELPA Office.

7. Procedures for Changing the Governance Structure

Any changes in the governance structure of the Riverside County SELPA, including dividing the SELPA into more than one operating entity or changing the designation of and/or responsibilities of the Responsible Local Agency or Administrative Unit (RLA/AU), are subject to specific provisions of EC § 56140, 56195, et seq., 56195.7 et seq., and 56205 et seq.

1. Any local agency which is currently designated as an LEA participating in the Riverside County SELPA may elect to pursue an alternative option from those specified in EC §56195.1 by notifying the RCSS and the Riverside County Governance Council/JPA Board at least one year prior to the date the alternative plan would become effective (EC § 56195.3(b)).
2. Any alternative plan of an LEA is subject to the approval of the Governance Council/JPA Board and the RCSS (EC § 56140).
3. Approval of a proposed alternative plan shall be based on the capacity of the district(s) to ensure that special education programs and services are provided to all children with disabilities and meet the Size and Scope Standards presented in EC § 56195.1.
4. The proposed SELPA(s) shall cooperate with the RCSS and other school districts in the geographic area in order to assure that the SELPA is compatible with the other SELPAs in the county, as required by EC § 56195.3, and shall consider the impact of the formation of the new SELPA on the county as a whole and upon the SELPA or SELPAs from which they are seeking to separate, including their ability to meet minimum size and scope requirements. Potential adverse programmatic and/or fiscal impacts must be addressed and any potential problems that effected local educational agencies might have with the criteria and standards for fiscal accountability issues must be mitigated.
5. If the RCSS and the Riverside County Governance Council/JPA Board do not approve an alternative plan, the RCSS shall return the plan with comments and recommendations to the district(s). The district or districts participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction (EC § 56140(b) (2)).

6. Any changes in the designation of the RLA/AU for the Riverside County SELPA must conform to the above code provisions and the administrative provisions for approval as specified in the Local Plan.
7. Should any proposed new SELPA formation not occur within the established time-frame then those districts involved in the proposed new SELPA formation shall remain as active members of the Riverside County SELPA until such time the new SELPA is formed. However, this would require a renewal of the one-year notice referenced above in item number one.

A change in governance structure is not the same as program transfers. Any SELPA member LEA intending to withdraw a portion or all of its SH student program from RCSS operations shall give a written preliminary notice to the Riverside County SELPA and to RCSS as specified in the “Program Transfer Language for Students with Severe Disabilities” which was approved by Governance Council, March 23, 2001, and subsequently amended on May 23, 2003, May 22, 2005 and October 28, 2005. This policy describes types of program transfers, program transfer timelines, allocation formula for county-operated regional programs, program transfer formula, and SELPA Finance Committee and Coordinating Council Review of Requests. The “Program Transfer Language for Students with Severe Disabilities” is available through the SELPA Office and/or SELPA Procedural Handbook.

B. Administrative Functions Necessary for Implementation of the Plan

This section describes the administrative functions of the RLA/AU, meeting the legal requirements for procedural safeguards, program specialist services, and the CAC responsibilities necessary for implementation of the plan.

1. Responsible Local Agency/Administrative Unit

The governing board of each participating school district has elected to join with the county office to submit to the superintendent this Local Plan in accordance with EC § 56205. The Governance Council/JPA Board has designated the Val Verde Unified School District (VVUSD), effective July 1, 2006, to serve as the RLA/AU as provided for in EC § 56030. As such, the duties include, but are not limited to, receiving and distributing regionalized services funds in accordance with the approved budget, providing administrative support, and coordinating the implementation of the Plan. The RLA/AU is entitled to the funds generated from the indirect cost rate applied to regional income. A copy of the Agreement for Service – Administrative Unit can be found in Appendix 3.

Pursuant to by EC §56205(a)(12)(D)(ii)(I), the Local Plan must identify the respective roles of the administrative unit and the administrator of the special education local plan area and the individual local educational agencies within the special education local plan area in relation to the hiring, supervision, evaluation, and discipline of the administrator of the special education local plan area and staff employed by the administrative unit in support of the local plan. The SELPA Executive Director is selected and/or dismissed by Governance Council/JPA Board but is an employee of the VVUSD. The VVUSD is an equal opportunity employer. All standard county personnel requirements and procedures shall be employed. The SELPA Executive Director is supervised and evaluated by the Personnel Committee who is appointed by the Governance Council/JPA Board Chair. The SELPA Executive Director is responsible for coordinating the selection of the SELPA staff members, who are also employees of the VVUSD, effective July

2006. The SELPA Executive Director serves as Secretary to the Governance Council/JPA Board, serves as Secretary to the Coordinating Council, serves as Chair to the Finance Committee, directs the SELPA office, provides support to the CAC, and performs other duties as required.

2. Meeting the Legal Requirements for Procedural Safeguards

The RLA/AU is responsible for meeting the legal requirements for procedural safeguards of Public Law 101-467 and statutes and regulations including (a) equal access to all programs and services in the region, (b) advice to parents on availability of free or low cost legal services, (c) complaints and the correction of identified problems, and (d) due process.

a. Equal Access to All Programs and Services in the Region

Both state and federal law provides that IWENs 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 must ensure that all children residing within 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. The LEA must establish a goal of providing full educational opportunity to all IWENs, aged birth through 21.

The laws are written to ensure that the rights of IWENs and their parents are protected. The laws require that the parent/guardian of the IWEN receive from the LEA a written description of procedural rights. This requirement is met through the Riverside County SELPA “Notice of Procedural Safeguards and Parent Rights.” A copy of the “Notice of Procedural Safeguards and Parent Rights” is available through the SELPA Office and/or the SELPA Procedural Handbook.

b. Advice to Parents on Availability of Free or Low Cost Legal Services

Both the parents and the LEA have significant legal rights in connection with the special education of an IWEN. These rights become operative when there is a proposal or refusal by either party to initiate or change the identification, assessment, or educational placement of an IWEN or the provision of FAPE to the child. This most often occurs in connection with the development of an Individualized Education Program (IEP) for the IWEN. Any disagreement regarding proposals or refusals described above is an appropriate issue for a due process hearing. Either or both parties have the right to initiate a due process hearing petition. Upon request, the Riverside County SELPA and/or the appropriate LEA will provide advice to parents on availability of free or low cost legal services.

c. Complaint Procedures and Uniform Complaint Procedures

On an annual basis each LEA must notify in writing its students, parents, and employees about the Uniform Complaint Procedures. The LEA 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 “Notice of Procedural Safeguards and Parent Rights” contains information on complaint procedures. Because the VVUSD serves as the RLA/AU, the SELPA follows VVUSD Uniform Complaint Procedures.

d. Due Process

The description of due process procedures in EC § 56500.2 – 56507 are hereby included in the Local Plan by reference. The Riverside County SELPA Procedural Safeguards explain definition of terms, confidentiality of information, when rights come into effect, initiating a due process procedure/mediation conference (including stay put provisions to reflect EC § 56343 (d) “appropriateness of placement”), due process hearing, rights and responsibilities of the hearing officer, and awarding of attorney fees.

3. Annual Evaluation Activities

The Riverside County SELPA realizes the need to establish an ongoing evaluation process to ensure that special education programs are offered for all IWENs within the geographical area. Such evaluation provides the information necessary to refine and improve policies, regulations, guidelines and procedures and fulfill evaluation requirements under EC § 56601.

The SELPA Executive Director is responsible for the overall coordination, implementation, and reporting of annual evaluation efforts. Forms and surveys for the gathering, recording, and compilation of data are reviewed by the SELPA Executive Director and Coordinating Council for relevancy, consistency, duplication, and effective reduction of paperwork. Data gathering, compilation, reporting, and local review are completed by the LEA designated responsible individual. Each LEA responsible individual involves Related Service (RS) personnel, general education teachers, special education teachers, administrators, parents, program specialists, and others as appropriate in the evaluation activities. Aggregated data collected by LEA responsible individuals are forwarded to the SELPA Executive Director for compilation into the annual evaluation. The SELPA Executive Director prepares a pupil count report that includes, but is not limited to, racial and ethnic distribution of IWENs.

II. Regionalized Services to Local Programs

In order to implement the Local Plan, the SELPA Staff has been delineated specific job responsibilities which are based on the provision of regionalized services pursuant to:

EC §56195.7(c) Regionalized services to local programs, including, but not limited to, all of the following:

- (1) Program specialist service pursuant to Section 56368.
- (2) Personnel development, including training for staff, parents, and members of the community advisory committee pursuant to Article 3 (commencing with Section 56240).
- (3) Evaluation pursuant to Chapter 6 (commencing with Section 56600).
- (4) Data collection and development of management information systems.
- (5) Curriculum development.
- (6) Provision for ongoing review of programs conducted, and procedures utilized, under the local plan, and a mechanism for correcting any identified problem.

EC §56205(a)(12)(B) which requires a description of the regionalized operations and services listed in Section 56836.23 and the direct instructional support provided by program specialists in accordance with Section 56368 to be provided through the plan.

EC §56836.23 Funds for regionalized operations and services and the direct instructional support of program specialists shall be apportioned to the special education local plan areas. As a condition to receiving those funds, the special education local plan area shall ensure that all

functions listed below are performed in accordance with the description set forth in its local plan adopted pursuant to EC §56205:

- (a) Coordination of the special education local plan area and the implementation of the local plan.
- (b) Coordinated system of identification and assessment.
- (c) Coordinated system of procedural safeguards.
- (d) Coordinated system of staff development and parent and guardian education.
- (e) Coordinated system of curriculum development and alignment with the core curriculum.
- (f) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
- (g) Coordinated system of data collection and management.
- (h) Coordination of interagency agreements.
- (i) Coordination of services to medical facilities.
- (j) Coordination of services to licensed children's institutions and foster family homes.
- (k) Preparation and transmission of required special education local plan area reports.
- (l) Fiscal and logistical support of the community advisory committee.
- (m) Coordination of transportation services for individuals with exceptional needs.
- (n) Coordination of career and vocational education and transition services.
- (o) Assurance of full educational opportunity.
- (p) Fiscal administration and the allocation of state and federal funds pursuant to EC §56836.01.
- (q) Direct instructional program support that may be provided by program specialists in accordance with EC §56368.

Program specialist dollars are distributed to each SELPA member LEA to conduct services as defined in EC § 56368. Program specialists are hired by the local LEA and hold a valid special education credential or a school psychologist authorization and have advanced training and related experience in the education of IWENs and have specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

Program specialist activities include:

- Observe, consult with, and assist resource specialists, related service providers, and special class teachers.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- Participate in each school's staff development, program development, and innovation of special methods and approaches.
- Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
- Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

III. Verification that a Community Advisory Committee (CAC) Has Been Established

Riverside County SELPA assures that a Community Advisory Committee (CAC) as described in the Governance section of this document has been established. The CAC serves the Riverside County SELPA in an advisory capacity; in accordance with EC § 56190-56194. Several SELPA-member districts have their own local parent groups that support the SELPA's CAC activities.

IV. Supplementation of State/Federal Funds

It shall be the policy of this SELPA to include this information in the Annual Budget Plan submitted annually to the State.

V. Maintenance of Effort

The Riverside County SELPA shall meet the federal Maintenance Of Effort (MOE) regulations requiring that federal funds be used only to pay the excess costs of providing special education and related services to children with disabilities and to supplement and not supplant state and local funds for special education (reference: Title 34 Code of Federal Regulations C.F.R. Sections 300.231-300.233).

The SELPA RLA/AU, as the grantee of the federal funds from the State Department of Education, shall distribute all or part of the federal funds received to participating LEAs within the SELPA through a sub-granting process and shall annually conduct and report to the State Education Agency (SEA) each of the required MOE information. The LEAs within the Riverside County SELPA shall compile and submit budget and expenditure information to the SELPA RLA/AU, which will then conduct the two required calculations determining MOE. The two comparison tests are as follows:

- First Comparison – Grant Year Budget versus Prior Actual Expenditures
- Second Comparison – Prior Year Actuals versus Second Prior Year Actuals

The Riverside County SELPA Maintenance of Effort Policy, adopted by Governance Council on April 22, 2005, is available from the SELPA Office.

VI. Public Participation

Members of the public, including parents or guardians of IWENs who are receiving services under the Local Plan, may address questions or concerns to the governing body at quarterly meetings of the SELPA Governance Council/JPA Board. The Governance Council/JPA Board agenda provides opportunities for the public to address the Council/JPA Board regarding agenda and non-agenda items at each meeting.

VII. Annual Budget Plan

Riverside County SELPA Assembly Bill (AB) 602 Funding Allocation Plan

The distribution of funds is based on the Assembly Bill (AB) 602 Final Funding Allocation Plan was approved by Governance Council on March 11, 1999 and shall be continuously amended by Governance Council/JPA Board as needed. The most current copy of the Riverside County

SELPA AB 602 Allocation Plan is available through the SELPA Office. The Allocation Plan includes guiding principles and the following funding components:

1. Distribution of Funds
2. SELPA Funds and Services
3. Allocation of Funds for Nonpublic Schools/Agencies (NPS/A)
4. Allocation of Funds for Contracted Regional Special Education Programs/Services
5. Special Education Revenue Generated by Students in Alternative Education Programs
6. Desert Center Unified School District (USD)
7. Inter/Intra SELPA Transfers and Services
8. Declining ADA Adjustment
9. Allocation of Equity Funds
10. Extended School Year (ESY) Funds
11. Facilities, Maintenance and Operations Agreements
12. Program Transfers
13. Budget Process
14. Procedures for Making Changes in Budgetary Allocations

Addendum 1a – Funding for Contracted Regional Special Education Programs/Services

Addendum 1b – SELPA Member District Allocations

Addendum 2 – SELPA Policy for Special Circumstance Assistants and County-operated SH Student Programs

Any changes will be made, as needed, by vote of the Governance Council/JPA Board. The three major committees (Governance Council/JPA Board, Coordinating Council, and SELPA Finance Committee) are included in the review of all phases.

Other budgets/reports per the Riverside County SELPA shall be prepared and submitted to the appropriate entities as required. Budgets/reports shall be prepared and presented to the SELPA Finance Committee and Governance Council/JPA Board pursuant to federal, state, and RLA/AU timelines.

Riverside County SELPA Annual Budget Plan

An Annual Budget Plan is prepared and presented to the SELPA Finance Committee and Governance Council/JPA Board by mid June for the following year.

Pursuant to EC § 56205(b), each local plan submitted to the superintendent under this part shall also contain all the following:

- (1) An annual budget plan that shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. The annual budget plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraph (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and Section 56195.9. The annual budget plan shall identify expected expenditures for all items required by this part which shall include, but not be limited to, the following:
 - (A) Funds received in accordance with Chapter 7.2 (commencing with Section 56836).
 - (B) Administrative costs of the plan.

- (C) Special education services to pupils with severe disabilities and low incidence disabilities.
- (D) Special education services to pupils with non-severe disabilities.
- (E) Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.
- (F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2.
- (G) The use of property taxes allocated to the special education local plan area pursuant to Section 2572.

VIII. Annual Service Plan

The Riverside County SELPA Annual Service Plan demonstrates that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs. In accordance with EC §56205(b)(2), an annual service plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school district in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices of education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

Least Restrictive Environment

The Riverside County SELPA endorses the California State Department of Education “Policy Statement of Least Restrictive Environment.” The state policy is based on the principle that IWENs should receive their education in chronologically age appropriate environments with non-disabled peers. The principle maintains that both non-disabled and disabled children are most successfully educated in a shared environment where qualities of understanding, cooperation and mutual respect are nurtured. Children with disabilities are removed from the regular education environment only when the nature or severity of the disability is such that education in the regular education environment with supplementary aids or services cannot be achieved satisfactorily.

SELPA Policy The Riverside County SELPA provides a full range of program options designed to meet the educational service needs of IWENs in the least restrictive environment (LRE). The determination of LRE for each IWEN is based on IEP team consideration of where the goals/objectives can be implemented most successfully. The SELPA LRE policy states that:

“Special education programs and services under its jurisdiction shall be provided in the LRE to students with disabilities. Special assistance shall be offered to these students in a setting which promotes maximum interaction with the general school population and which is

appropriate to both. The goal shall be maintained to provide the maximum opportunity for interaction with peers without disabilities, regardless of educational setting.”

Development of Flexible Service Delivery Models

The Riverside County SELPA has a strong commitment to creating a single, seamless and unified service delivery model for all students. The SELPA recognizes its obligation to provide concerted efforts to support students in the least restrictive environment. Therefore, we acknowledge the need to expand strategies to maintain students in general education. This requires the provision of supplementary aids and services to support students with disabilities in general education classes; thereby, ensuring a full spectrum of program options including quality special education class services in various locations. To this end, it is the intent of Riverside County SELPA to support member LEAs in developing programs that offer flexible service delivery. The SELPA has a Coordinator on staff whose job description includes assisting districts in developing new ways of looking at how we support the needs of all students. Part of the job responsibilities of this Coordinator is to provide vehicles for districts to initiate and implement collaboration between special and general education and to work with districts in designing alternative delivery systems for students currently in more restrictive environments.

Current Program Options

The Riverside County SELPA ensures that a continuum of program options is available to meet the needs of IWENs for special education and related services. The IEP team’s determination of appropriate program placement, related services needed, and curriculum options to be offered is based upon the unique needs of the disabled pupil rather than the label describing the disabling condition or the availability of the program.

Within the Riverside County SELPA, each child with a disability shall have the right to an educational program designed to meet his/her individual needs. Service options offered by ~~districts~~ **LEAs** within the Riverside County SELPA include:

- Specialized Academic Instruction
- Intensive Individual Services
- Individual and Small Group Instruction

A student with an identified disability may be provided with Related Services (RS) while participating in the general education environment for the majority of the school day, or while in special education the majority of the school day. Related Services is defined as developmental, corrective and other services as may be required to assist an individual with exceptional needs to benefit from special education (EC 56363(a)).

Related Service Options include the following:

- Language and Speech
- Adapted Physical Education
- Health and Nursing – Specialized Physical Health Care Services
- Health and Nursing – Other Services
- Assistive Technology Services
- Occupational Therapy
- Physical Therapy
- Individual Counseling

- Counseling and Guidance
- Parent Counseling
- Social Work Services
- Psychological Services
- Behavior Intervention Services
- Day Treatment Services
- Residential Treatment Services
- Specialized services For Low Incidence Disabilities
- Specialized Deaf and Hard of Hearing Services
- Interpreter Services
- Audiological Services
- Specialized Vision Services
- Orientation and Mobility
- Braille Transcription
- Specialized Orthopedic Services
- Reader Services
- Note Taking Services
- Transcription Services
- Recreation Services, Includes Therapeutic Recreation
- Transportation

Related Service Options for Transition include the following:

- College Awareness/Preparation
- Vocational Assessment, Counseling, Guidance, and Career Assessment
- Career Awareness
- Work Experience Education
- Job Coaching (Includes Job Shadow and Service Learning)
- Mentoring
- Agency Linkages (Referral and Placement)
- Travel training (Includes Mobility Training)

The services listed above may be provided by:

- LEA
- County Office of Education
- Another LEA, District, or SELPA
- Workability
- Transition Partnership Program
- Regional Center
- Alcohol and Drug Prevention Programs
- Child Development Funded Program
- Head Start
- Department of Mental Health
- California Children's Services
- Department of Social Services
- Department of Rehabilitation
- Employment Development Department
- Nonpublic Agency (NPA) under contract with SELPA or LEA
- Nonpublic School (NPS) under contract with SELPA or LEA

The services listed above may be provided in any of the following settings and/or locations:

- General Education Classroom/Public Day School
- Separate Classroom In Public Integrated Facility
- State Special School
- Separate School or Special Education Center of Facility
- Home instruction based on the IEP
- Hospital
- Head Start Program
- Child Development or Child Care Facility
- Public Preschool
- Private Preschool
- Extended Day Care
- Residential Facility
- Public Residential School
- Charter School (operated by an LEA/District)
- Charter School (operated as an LEA/District)
- Continuation School
- Alternative Work Education Center/Work Study Facility
- Juvenile Court School
- Community School
- Correctional Institution or Facility
- Community College
- Adult Education Facility
- Nonpublic Day School
- Nonpublic Residential School – In California
- Nonpublic Residential School – Outside of California
- Private Day School (Not Certified by Special Education Division)
- Private Residential School (Not Certified By Special Education Division)
- Parochial School
- Service Provider Location

The frequency of the services listed above can be in the following increments:

- Daily
- Weekly
- Monthly
- Yearly
- Any Other Frequency Needed

For students in grades K-12, the average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseloads (EC § 56363.3) and shall not exceed a count of 40 for language, speech and hearing specialists providing services exclusively to students between the ages of three and five years (EC § 56441.7(a)). The caseload for a resource specialist shall be stated in the local plan and in accordance with regulations established by the board. No resource specialist shall have a caseload which exceeds 28 students (EC 56362(c)).

Individual SELPA-member districts may request a waiver of these provisions from the State Superintendent of Public Instruction as allowed in 5 CCR 3051.1 and EC § 56101.

Infant and Preschool Services

Infant services are available through Inland Regional Center and the Riverside County Office of Education (RCOE), and the Palo Verde Unified School District (PVUSD). Districts other than PVUSD begin serving identified students at age 2.6 – 2.9 for transition into specified program at age 3.

The following infant services may be provided:

- Family Training, Counseling, and Home Visits
- Medical Services (For Evaluation Only)
- Nutrition Services
- Service Coordination
- Special Instruction
- Special Education Aide In Regular Development Class Child Care Center or Family Child Care Home
- Respite Care Services

Infant services may be provided by the same providers, in similar settings/locations, and in similar frequency as listed in the previous section.

Students with identified disabilities aged 3-5 may receive any of the special education supports listed above as determined by the IEP team.

IX. Early Education Program Description

A. Program Description

The Riverside County Office of Education (RCOE) operates the Early Start Infant Concern for Infants in Riverside County Learning Enrichment (Infant CIRCLE) Program, the LEA component of Early Intervention Services. Infants residing in Riverside County who have medical or developmental problems and are under three years of age may be eligible for services. The Infant CIRCLE Program has three primary focuses:

- Home visits include assessment in the home by a multidisciplinary team, parent training to maximize the infant's development, informal discussions and support.
- The school program offers group activities in a Parent-Infant classroom focusing on behavior skills and socialization. Parent training includes information on how a baby grows disability awareness, and strategies and interventions to enhance the child's development.
- The parent support component includes discussion groups, parent in-services, assisting the family to acquire necessary additional services for the child, and connecting the family with other agencies.

1. Procedures for Initiating and Processing Referrals

Anyone who has a concern about an infant's growth or development may make a referral to the Early Start Infant CIRCLE Program (note: Palo Verde USD operates its own Infant Program). The staff completes an Early Start Program Referral Form and assigns the referral to an intake coordinator. The intake coordinator contacts the parent/guardian to arrange for an initial intake interview in the child's home. This interview consists of basic questions regarding the child's

health, developmental history, diagnosis (if any), strengths, weaknesses, and needs. Discussion of the family's needs and concerns also occurs at this time. The intake coordinator then determines the team members necessary for evaluation and the assessment segment of the identification process. Parent rights and responsibilities in the Early Start Program are explained and, upon completion of assessment, an Early Start Individualized Family Service Plan (IFSP) is developed.

Anyone who has a concern about a preschool child's growth or development may make an initial referral. For infants previously identified as candidates for special education program services who have an IFSP, the transition process into a preschool program begins when the child reaches the age of 30 months (2 years, 6 months). The Early Start Infant CIRCLE staff discusses a transition plan with the family, update assessment reports as necessary, and forward a copy of the child's IFSP and assessment report(s) to the child's district of residence. LEA staff review the child's file, make a referral to RCOE (if appropriate), and schedule joint IEP team meeting with past and potential services providers. The IEP team follows the procedures described below regarding IEP development. This process should occur by age 3.0 to ensure uninterrupted services and a smooth transition.

Initial preschool referrals are reviewed in a format similar to the Student Success Team (SST) process. The preschool team obtains information from the child's parent/guardian and from preschool program staff (when appropriate). The team meeting provides the opportunity to discuss the child's growth and development relative to expectations, intervention strategies, and the child's potential need for assessment to determine eligibility for special education program services.

2. Determining Eligibility

The term "eligible infant or toddler" for the purposes of this title means an infant or toddler from birth through two years of age, for whom a need for early intervention services as specified in Individual with Disabilities Education Act (IDEA) and applicable regulations, is documented by means of assessment and evaluation and who meet one of the following criteria: (GC 95014(a))

Developmental Delay

Infants and toddlers with a developmental delay in one or more of the following five areas: cognitive development; physical or motor development, including vision and hearing; communication development; social or emotional development; or adaptive development qualify for the program. Developmentally delayed infants and/or toddlers are those who are determined to have a significant difference between the expected level of development for their age and their current level of functioning. Qualified personnel who are recognized by, or part of, a multidisciplinary team, including the parents, shall make this determination. (GC 95014(1))

At-Risk

Infants and toddlers with established risk conditions are infants and toddlers with conditions of known etiology or conditions with established harmful developmental consequences. The conditions shall be diagnosed by a qualified personnel recognized by, or part of, a multidisciplinary team, including the parents. The condition shall be certified as having a high probability of leading to developmental delay if the delay is not evident at the time of diagnosis. (GC 95014(2))

A list of medical conditions or congenital syndromes that may be appropriate for this category are provided below. Although this is an extensive list, the incidence of many of these syndromes and conditions is very low.

Chromosomal Abnormalities: Down syndrome, Turner syndrome, Klinefelter's syndrome, D syndrome, E syndrome, Cri du chat syndrome, Williams syndrome.

Environmentally Caused Malformations: Congenital rubella syndrome, Syphilis, Cytomegalovirus, Toxoplasma gondii, Erythroblastosis fetalis, X-ray irradiation, Fetal alcohol syndrome.

Skeletal and Muscular System Malformations: Acrania, Cleft lip/cleft palate, Muscular dystrophy, Osteogenesis imperfecta.

Neurological Disorders: Spina bifida, Cerebral palsy, Epilepsy, Encephalitis, Hydrocephalus.

Metabolic Disorders: Hypoglycemia, Hyperglycemia, Galactosemia, Phenylketonuria, Homocystinuria, Hartnup disease, Tay Sachs disease, Niemann-Pick disease, Sulfatide lipidosis, Hurler syndrome, Sanfilippo syndrome, Cretinism.

Postnatal Handicapping Conditions: Anoxic deprivation, Meningitis, Retrolental fibroplasia, Cerebral palsy, Limb deficient child, Physical trauma.

Or infants and toddlers who are at high risk of having substantial developmental disability due to a combination of biomedical risk factors, the presence of which is diagnosed by qualified clinicians recognized by, or part of, a multidisciplinary team, including the parents. (GC 95014(3))

~~This~~ ***These*** eligibility categories of Part C ~~is~~ ***are*** not applicable to LEAs. The Early Start Program operated by the Inland Regional Center is currently serving ~~this type of child~~ ***children with these types of conditions and/or disabilities.***

3. Developing an Individualized Family Service Plan (IFSP)

The Individualized Family Service Plan (IFSP) is to be developed after a multidisciplinary team completes an evaluation that determines that a child is eligible for early intervention services.

The following requirements relate to the development of the IFSP:

- IFSP meeting is convened within 45 calendar days after the referral is received.
- Upon establishing eligibility, arrangements are made for a convenient meeting date, time and place. A written notice is provided to the family in a timely manner.
- If parent requests, the meeting is conducted in the parents' native language or primary mode of communication.
- Meeting participants must include parent, service coordinator, person(s) directly involved in evaluation; and may include other family members, advocate or person outside of the family, person(s) to be providing services.
- The IFSP is to be developed jointly by the family and the appropriate qualified personnel.
- Review of the IFSP must be done every six months or more frequently if the parent or service provider(s) requests.

- Review of the IFSP may be conducted at any time to update the IFSP and make revisions as needed.

B. Interagency Agreement

The Riverside County SELPA has entered into an agreement with Inland Regional Center to describe selected policies and procedures relating to the implementation of California's Early Intervention Services Act (GC §95000 et seq.) and the regulations, procedures for resolving disputes, and other components necessary to ensure effective cooperation and coordination between the two agencies. A copy of the Interagency Agreement is available through the SELPA Office.

X. Dispute Resolution Process

Should disputes arise concerning special education related matters or related to the interpretation of this Local Plan between or among the LEAs, the disputing LEAs shall first attempt to arrive at a settlement. If settlement is not reached at the LEA level, the Riverside County SELPA Executive Director shall mediate the dispute. Any dispute regarding program issues not successfully resolved by the SELPA Executive Director shall be referred to the Coordinating Council. Any dispute regarding fiscal issues not successfully resolved by the SELPA Executive Director shall be referred to the SELPA Finance Committee. Any dispute regarding Governance issues shall be directed to Governance Council/JPA Board for resolution.

The Coordinating Council and/or Finance Committee will discuss issues, conflicts, or proposed changes until either a common recommendation to the Governance Council/JPA Board can be made or differing options can be presented. The Governance Council/JPA Board may adopt a position by a majority vote or refer the issue back to the Coordinating Council and Finance Committee with input so as to assist these two bodies in developing a consensus recommendation. The Governance Council/JPA Board shall hear the facts of the dispute and shall render a written decision on the matter, which shall be binding on the parties.

XI. Community Advisory Committee Certification

The SED-LP-2 form to be submitted by December 11, 2006 to California Department of Education (CDE).

XII. Charter Schools

Provision of Special Education Services to Students Voluntarily Enrolled in Charter Schools (approved by Governance Council on December 6, 1999 and amended on 5/26/00; 8/25/06; and, 10/27/06)

Introduction

This policy applies to all charter schools that are chartered by an LEA in the Riverside County Special Education Local Plan Area (SELPA) Riverside County SELPA (hereinafter SELPA) or granted a charter on appeal by the Riverside County Board of Education or the State Board of Education in which oversight responsibilities have been assigned to a SELPA-member LEA. This policy only extends to a charter school that was chartered by, or assigned to, an entity that is a member of the SELPA.

As students enrolled in charter schools are entitled to special education services provided in ~~a the same similar manner to~~ **as** students enrolled in other public schools, charter schools within the SELPA shall comply with all requirements of all applicable state and federal law regarding provision of special education services (EC § 56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33). A charter school shall not discriminate against any pupil in its admission criteria on the basis of disability. Students enrolled in charter schools shall receive services in ~~a the same similar manner to~~ **as** students enrolled in other public schools within the SELPA. The Charter School shall be treated as all other SELPA-member LEAs by the administrative unit and the SELPA Executive Director.

Charter schools must delineate in their memorandum of understanding (MOU) the entity responsible for providing special education instruction and related services. This document must reference any anticipated transfer of special education funds between the granting local educational agency (LEA) and the charter school and any provisions for sharing deficits and/or proration factors in funding. This document must affirm, in writing, that the district where the student resides, if different than the chartering LEA, is not responsible for providing special education services to students that are enrolled in the charter school.¹ The written agreement must also state that prior to final approval of a request to be deemed a LEA, the charter school will be deemed a public school within the chartering entity.²

SELPA Involvement with Approval and Renewal of Charters

Prior to approval of a new charter school, or renewal of an existing charter school, the petitioner shall consult with both the superintendent or designee of the chartering entity and the SELPA Director to ensure that the charter school responds to district and SELPA guidelines and timelines as they related to special education. The petition presented must provide assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with appropriate state and federal law and the SELPA Local Plan for Special Education (Local Plan). The petition shall provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services.³ Each charter petition must contain a reasonably comprehensive description of the charter school's educational program, as it relates to the provision of special education services, including the following:

- The specialized instruction and services available at the charter school;
- The procedures for ensuring that students are referred, assessed and served in a timely manner;

¹ Requires the charter school to acknowledge in its MOU that the district where the student resides is not responsible for special education once the child leaves the district.

² The charter school is deemed a public school when first granted a petition and cannot be deemed an LEA in this SELPA until the charter school has complied with all procedures outlined in this policy.

³ Petitioner must confirm in writing that they will not discriminate due to disability.

- Assurances that staff members providing special education services are appropriately credentialed;
- Assurances that the facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular program;⁴
- Disenrollment, suspension and expulsion policies and procedures must ensure that the protections of federal and state law are afforded to special education and 504 eligible students; and
- Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school.

Categories of Charter Schools

For the purposes of provision of special education services, charter schools shall be deemed either a public school within the chartering district or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed public schools within the chartering entity until the charter school has been deemed an LEA following this policy and decision making process outlined in Section I.A.7, Governance and Administration of the Local Plan. The categorization as a separate LEA will become effective on the first day of the fiscal year (July 1), following final approval by the SELPA Governance Council/JPA Board.

A. Public School within a School District or RCOE

The chartering entity will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instruction and services in a manner that is consistent with all applicable provisions of state and federal law. The chartering entity will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.

The chartering entity will:

- Receive all applicable special education funds as specified in the SELPA's Assembly Bill (AB) 602 Funding Allocation Plan. If any new school district or charter school applies as a public school within a school district or RCOE, it will receive AB 602 Growth Rate funding based on ADA plus program specialist dollars for the base year. In subsequent years, this base rate will increase by COLA as well as the LEA will receive grant dollars based on its appropriate eligibility determination.
- Represent the needs of the charter school in the SELPA governance structure;

⁴ Affirms charter school responsibilities under Section 504 of the Rehabilitation Act of 1973 (34 CFR 104) hereinafter "504".

- Be responsible for ensuring that all eligible students enrolled in the charter school are appropriately referred, assessed and served in a timely manner;
- Be responsible for procuring and funding appropriate special education services, where ever the student may reside; and
- Provide necessary special education services or contract for these services with public or private educational agencies.

The chartering LEA and the charter school may enter into business agreements or contracts whereby the charter school agrees to pay for the excess costs associated with providing special education services to identified students, including the administration of special education programs. When the chartering entity is a district, the charter school should be held fiscally responsible for a fair share of any encroachment on district general funds that is created by the provision of special education services throughout the district⁵.

B. Charter School as an LEA within the SELPA

Application must be made to the SELPA on or before February 1 of the school year preceding the school year in which the charter school anticipates operating as an LEA within the SELPA. LEA status will not become effective prior to July 1 of the year in which final approval was granted. Once granted LEA status, a charter school will participate on an equal basis with other members in the governance of the SELPA. The LEA charter school will choose a representative to the Governance Council/JPA Board and a representative to the Coordinating Council. The representative to the Governance Council/JPA Board must be the chief executive officer pursuant to the Governance Council bylaws and the Joint Powers Agreement for Special Education. The representative to the Coordinating Council must be an authorized agent designated by the governing board of the charter school. Like other members of the SELPA, the charter school will be represented on the SELPA Finance Committee by the individual chosen from the geographic zone in which the charter school is located.

The applicant charter school will be deemed an LEA if the Governance Council/JPA Board determines that the charter school has met all requirements to be included as a member LEA of the SELPA as specified in this policy and the Local Plan. These requirements include:

- Provide assurances that all individuals with exceptional needs (ages birth to 22) shall have access to appropriate special education programs and services;
- Provide assurances that each certificated employee is appropriately credentialed to serve in his/her assignment;

⁵ AB 1115 requires that the chartering entity, if a district, charge the charter school *its* pro-rata share of district-wide encroachment (EC 47646) as is the case with all of the SELPA-member districts. However, for consideration, the district may waive this charge. Specifics should be included in an MOU.

- Provide necessary staff as required to meet federal and state mandates;
- Follow all SELPA policies and procedures;
- Utilize SELPA approved forms;
- Place special education students in programs administered by other SELPA members only with; either inter or intra SELPA permits and/or interdistrict permits;
- Provide transportation as indicated on the student's IEP; and
- Indemnify and hold harmless each of the member entities.

Once deemed an LEA, the charter school shall:

- Participate in governance of the SELPA by naming one representative to the Governance Council/JPA Board and a representative to the Coordinating Council;
- Contribute to, participate in, and receive the benefits of reimbursement from the SELPA Nonpublic School/Agency Pool in the same manner as other members.⁶
- Receive state and federal funding for special education in accordance with the SELPA AB 602 Funding Allocation Plan. The LEA charter school will be entitled to special education allocations that are based on the school's ADA at the average rate received by member districts, excluding Desert Center Unified in calculating the average;
- In the same manner as other members of the SELPA, any available federal funds will be disbursed one year in arrears and calculated based on applicable special education counts⁷;
- Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees;
- Document that all State and Federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities; and

⁶ Provides that funds generated by enrollment in the charter school LEA, like all other SELPA members, pays for SELPA and regionalized services.

⁷ Gives notice to charter school LEA that Federal funds are dispersed in arrears; therefore it will receive none the first year and subsequent disbursements will be based on prior year's student count.

Special education apportionment must be used solely for the purpose of providing special education instruction and/or services to identified students with disabilities. Any apportionment not used for provision of special education will be reviewed by the Governance Council/JPA Board and Finance Committee for potential recapture and/or reallocation of funds.

XIII. Literacy

~~All students with special needs will have the opportunity to participate in the general education curriculum as developed by the IEP team. The IEP team will consider the special needs of a student on an individual basis. One of the areas of participation will be the California Reading Initiative. Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that include:~~

- ~~1. information about current literacy and learning research;~~
- ~~2. state adopted standards and frameworks; and,~~
- ~~3. increased participation of students with disabilities in statewide student assessments~~
- ~~4. research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.~~

~~In order to address these goals, we assure that students with disabilities will have full access to:~~

- ~~1. all required core curriculum including state adopted core curriculum text books and supplementary text books; and~~
- ~~2. instructional materials and support in order that students with disabilities attain higher standards in reading.~~

All IWENS will have the opportunity to participate in the general education curriculum as determined by the IEP team. The IEP team will consider the special needs of a student on an individual basis. One of the areas of participation will be the California Reading Initiative.

In order to address these goals, we assure that students with disabilities will have full access to:

- 1. all required core curriculum including state adopted core curriculum text books and supplementary text books; and*
- 2. instructional materials and support in order that students with disabilities to move toward higher standards in reading.*

Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that include:

- 1. information about current literacy and learning research;*
- 2. state adopted standards and frameworks; and,*
- 3. increased participation of students with disabilities in statewide student assessments*
- 4. research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.*

XIV. Local Requirements

The following Local agreements/policies are held on file at the SELPA which can be obtained upon request:

- *Joint powers/contracts (JPA only)*
- *Identify/referral/assessment/instructional planning/implementation/review*
- *Coordination with other agencies*
- *Hospital, LCI, Agencies Juvenile Court*
- *Policymaking/Method of distributing funds (Multi-district)*
- *NPS monitoring*
- *Review of class assignment at Teacher’s request*
- *Resource Specialists Program/Caseloads*
- *Transportation*
- *Information on number of pupils being provided special education/related services*
- *Caseloads for speech/language therapists ages (3-5)*
- *Specialized equipment & services*
- *Behavioral Intervention Plans*

~~Riverside County SELPA has on file local agreements and policies. A copy can be obtained from the SELPA office upon request.~~

The Governance Council/JPA Board shall adopt amendments to the permanent portion of the Local Plan on an “interim” basis not to exceed 12 months. Amendments approved in this manner become permanent upon subsequent approval by all LEA governing boards and the State Board of Education. Such approval is considered concurrently with the approval of the Annual Service Delivery Plan and the Annual Budget Plan.

Riverside County SELPA Local Plan

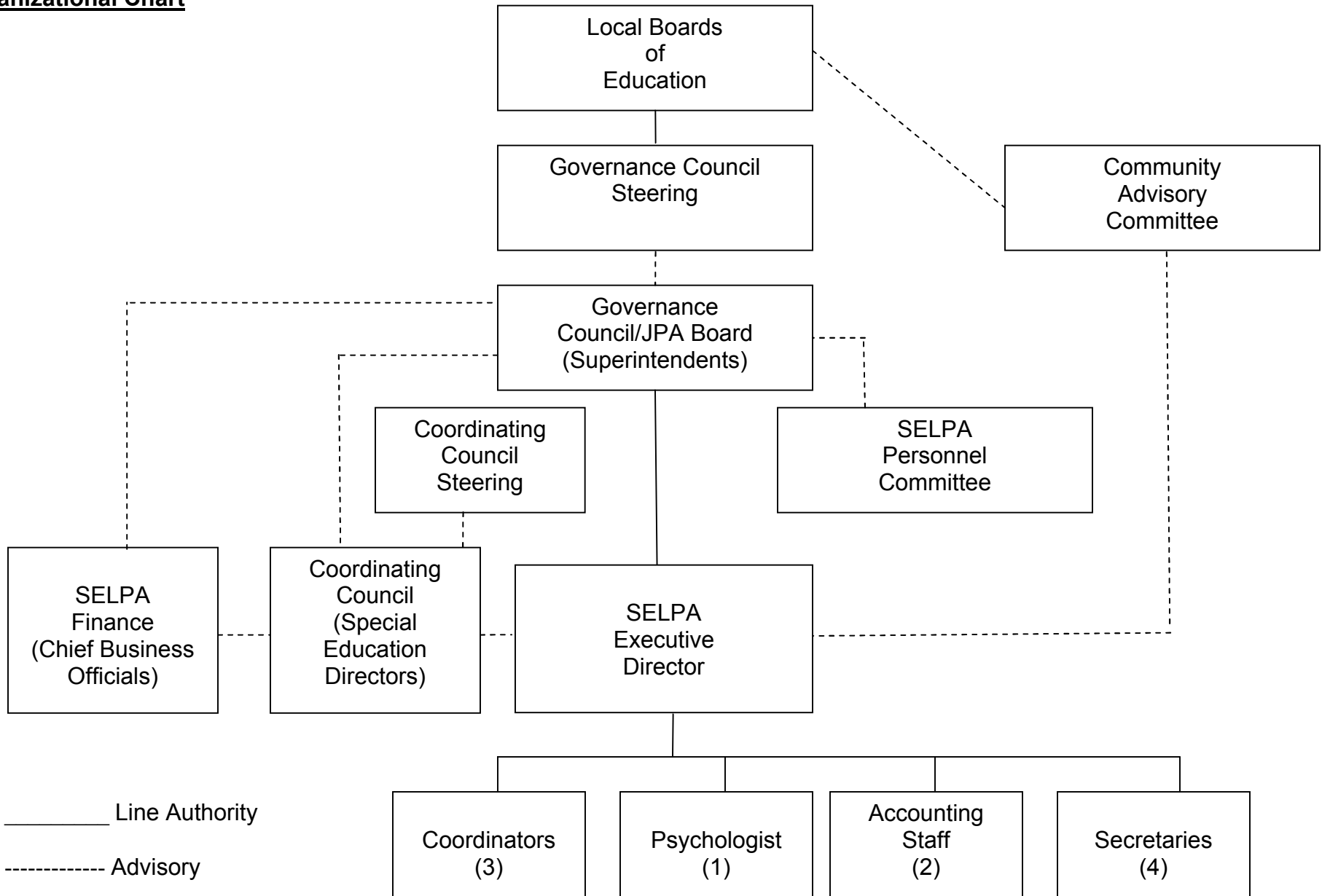
Appendix 1

Organizational Structure Flowchart

Organizational Chart

Riverside County SELPA

Appendix 1



Riverside County SELPA Local Plan

Appendix 2

Joint Powers Agreement

RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGREEMENT (JPA)
FOR SPECIAL EDUCATION
(Revised 8/25/06 and 10/27/06)

WITNESSETH

The undersigned parties have entered into a Joint Powers Agreement (JPA) for Special Education effective July 1, 2006, providing for the administration of a special education service region for the implementation of the State mandated special education program, and,

NOW, THEREFORE, in consideration of this clarification, of the mutual covenants herein and of the mutual benefits to be derived there from, each of the parties hereto agree as follows:

PREAMBLE

THIS AGREEMENT, effective July 1, 2006, by and among the Local Education Agencies (LEA) signatory hereto is entered into pursuant to the provisions of Title I, Division 7, Chapter 5 (Sections 6500 et seq.) of the California Government Code, relating to joint exercise of powers for the purpose of establishing, governing, implementing, coordinating, and operating a local plan for the education of individuals with exceptional needs.

RECITALS

WHEREAS, pursuant to Education Code sub-sections 56140 (d), the County Superintendent of Schools and each School District is authorized to join with one another to submit a local plan for the education of children with exceptional needs,

WHEREAS, pursuant to the Education Code, said plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the plan,

WHEREAS, pursuant to the Education Code, all of the LEAs signatory hereto are authorized to enter contractual Agreements under said plan,

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

There is hereby created a Riverside County Special Education Local Plan Area (SELPA) Joint Powers Agreement (JPA) separate and apart from the parties hereto and hereinafter designated as "Riverside County SELPA JPA."

2. PURPOSE

The purpose of Riverside County SELPA JPA shall be to submit to the California Superintendent of Public Instruction a local plan for the education of children with exceptional needs, within the Riverside County SELPA, to provide a governance structure and any necessary administrative support to implement the plan, to establish a system for determining the responsibility of member Local Education Agencies for the education of each individual with exceptional needs residing within the Riverside County SELPA, and to designate the Val Verde Unified School District as the Administrative Unit (AU) to perform such functions as the receipt and distribution of all SELPA funds and provision of administrative support.

3. TERM

This Agreement shall become effective on the date set forth in the Preamble hereof and shall continue for a minimum of one year and until terminated as hereinafter provided (such withdrawal must be in accordance with the terms of Section 12 hereof).

4. MEMBERSHIP

All public LEA within the Riverside County SELPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and due execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

The charter members of this Agreement shall be:

Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
*Coachella Valley Unified School District
*Desert Center Unified School District
*Desert Sands Unified School District
Eagles Peak Charter School, Inland Empire (effective July 1, 2007)
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union School District
Murrieta Valley Unified School District
Nuvview Union School District
*Palm Springs Unified School District
*Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District
Romoland Elementary School District
San Jacinto Unified School District
Temecula Valley Unified School District
Val Verde Unified School District
Riverside County Office of Education

*These districts have provided formal notice of their intent to form a separate SELPA, effective July 1, 2007. Also, Beaumont, Hemet, and San Jacinto USDs have provided formal notice to become a separate SELPA effective July 1, 2008. Should the new SELPA formations not occur within the established time-frame, then the districts involved in the proposed new SELPA formations shall remain as active members of the Riverside County SELPA JPA until such time the new SELPA(s) is/(are) formed.

5. GOVERNANCE COUNCIL
ARTICLE I Administering Agency

The Administering Agency of the Riverside County SELPA JPA shall be the Governance Council,
and hereinafter referred to as the JPA Board.

ARTICLE II Purpose

The purpose of this JPA Board shall be to formulate policy and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. It shall be the intent of the JPA Board to minimize financial encroachment upon school district's general education funds.

ARTICLE III Membership

The membership of the JPA Board shall be the superintendents of participating districts in the Master Plan for Special Education and the County Superintendent of Schools. The term "Superintendent" shall include the "Chief Executive Official" of a member LEA.

ARTICLE IV Officers

The officers of the JPA Board are Chair and Vice Chair.

The Vice Chair shall be elected in June of the current year for the ensuing year and shall take office on July 1. The Vice Chair shall succeed the Chair. The SELPA Executive Director shall serve as Secretary to the JPA Board.

ARTICLE V Voting Rights

Section 1: Only district superintendents and the County Superintendent, or an acting/interim superintendent designated by a governing board shall have the right to vote.

Section 2: The total of ayes, noes, or abstentions shall be recorded in the minutes for each action taken by the JPA Board. Any member may have his/her vote recorded in the minutes upon request.

The JPA Board votes shall be weighted based on the following criteria:

- ✓ School districts less than 100 special education pupil count has 1.0 vote;
- ✓ School districts with 100 to 1,499 special education pupil count have 2.5 votes; and,
- ✓ School districts with 1,500 or more special education pupil count have 3.0 votes.

ARTICLE VI Meeting

Section 1: The Chair shall establish the date, time, and place for regular meetings of the JPA Board and may call special meetings as necessary. All meetings shall be conducted in public.

- Section 2: Notices and agendas are to be prepared and mailed or delivered by the Secretary five (5) days in advance of meetings. In an emergency, notices and agendas may be e-mailed to each superintendent's office no later than the day preceding a special meeting.
- Section 3: Addendum to the agenda may be accepted for action providing either (1) the Secretary's Office notifies each superintendent's office no later than the day preceding the meeting; or (2) the majority of a quorum at a scheduled meeting certifies the item as an emergency.
- Section 4: No action shall be taken unless a quorum is present. No action shall be taken except at a regular, special, or adjourned meeting. No action shall be taken on any item not listed on the agenda as an action item, except items qualified by Sections 2 or 3.
- Section 5: A quorum shall be seven (7) superintendents.
- Section 6: An affirmative vote by a majority of the superintendents present shall be sufficient to pass a motion except as provided in Article IX.

ARTICLE VII Committees

- Section 1: The JPA Board shall operate as a committee of the whole.
- Section 2: The JPA Board Steering Committee shall consist of: A representative from each zone and the County Superintendent of Schools. Each zone representative's name shall be submitted by the respective zone no later than May of the current year for the ensuing year. The following shall be a liaison to the JPA Board Steering Committee: Coordinating Council Chair and a Finance Committee Member.
- Section 3: In May of each year the JPA Board Steering Committee shall serve as the Nominating Committee and recommend the Vice Chair to the JPA Board in June of the current year for the ensuing year. The County Superintendent of Schools may not serve as Chair or Vice Chair. The Chair and Vice Chair shall also serve as a zone representative. In addition, the Nominating Committee shall make recommendations to the JPA Board Steering Committee for filling officer vacancies that occur during the year.
- Section 4: The Chair may appoint ad hoc committees as necessary. Ad hoc committees shall report to the JPA Board.

ARTICLE VIII Parliamentary Authority

The parliamentary authority for the JPA Board shall be Robert's Rules of Order, latest edition.

ARTICLE IX Amendment of Bylaws

- Section 1: Proposed amendments shall be submitted in writing in advance to the JPA Board members for consideration.

Section 2: An amendment shall require 2/3 vote of the members present.

6. POWERS AND DUTIES

A. The Riverside County SELPA JPA is hereby empowered in its own name to do all acts necessary for or incidental to accomplishing the purposes set forth in this Agreement, including, but not limited to, any or all of the following:

- (1) to make and enter contracts;
- (2) a SELPA Personnel Committee to be appointed by the JPA Board Chair, represented of the JPA Board Chair and a superintendent from each of the other zones, with a function of evaluating the SELPA Executive Director.
- (3) to enter into contract with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the JPA Board;
- (4) to incur debts, liabilities or obligations; and,
- (5) to sue and be sued in its own name.

B. The JPA Board is hereby empowered to establish a system for determining the responsibility of member agencies for the education of each individual with exceptional needs residing within the SELPA, and to designate the AU to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support. The JPA Board shall determine all policy matters for the Riverside SELPA.

(1) Accountability Reports, Audits

- a. Accurate fiscal records shall be maintained by the SELPA Executive Director as directed by the JPA Board. There shall be strict accountability of all funds and report of all receipts and disbursements of the Riverside County SELPA JPA.
- b. The JPA Board shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the JPA Board, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.

(2) Fiscal Year

The fiscal year for SELPA shall be July 1 through June 30.

(3) Budget

The JPA Board shall adopt a budget for the Riverside County SELPA JPA in the manner prescribed by the JPA Board.

(4) Succession to Riverside County SELPA Funds

The Riverside County SELPA shall succeed to the surplus funds, assets and equipment, if any, of the prior JPA, which remain after payment of its debts, liabilities, and obligations.

7. OBLIGATIONS OF SELPA AND MEMBER AGENCIES

A. The debts, liabilities, and obligations of SELPA arising from the administering and operation of regionalized services and accrued in the Regionalized Services Budget shall be the debts, liabilities and obligations of the member agencies party to this Agreement.

B. All debts, liabilities, and obligations arising from the administering and operation of individual school district services and/or county superintendent's special education school services shall be the individual debts, liabilities and obligations of the respective school districts and/or county superintendent. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

8. WITHDRAWAL

A. Right to Withdrawal

After a minimum of one year of membership, a member agency may withdraw from this Agreement, effective at the end of the fiscal year and provided said member agency has given the JPA Board ninety (90) days written notice of intent to withdraw prior to the effective date of withdrawal.

B. Effect of Withdrawal

The withdrawal of any member agency from this Agreement shall not terminate this Agreement unless as a result of such withdrawal there are fewer than two member agencies remaining. A member agency withdrawing shall be entitled to a distribution of assets as set forth in Section 11 hereof.

9. TERMINATION

A. Notice: Process

This Agreement may be terminated by written agreement of all member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination.

B. Winding Up Affairs

Upon termination of this Agreement, Riverside County SELPA JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the Riverside County SELPA.

C. Effect of Termination

Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section 13 hereof.

10. DISTRIBUTION OF ASSETS AND SURPLUS MONEY

Upon termination of this Agreement or withdrawal of a member agency, any remaining assets after all obligations of SELPA have been met shall be distributed as follows: A share of all property of SELPA, including all moneys on hand or due but uncollected, shall be distributed to each withdrawing or terminating member agency in proportion to contributions made upon the effective

date of such withdrawal or termination. However, in the event of termination where there is a successor AU or other administrative entity established for all of the then member agencies, such assets and surplus money shall be distributed to the successor AU.

11. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

12. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the votes of the LEAs at a regular or special meeting of the JPA Board.

IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed.

ALVORD UNIFIED SCHOOL DISTRICT

By: _____

BANNING UNIFIED SCHOOL DISTRICT

By: _____

BEAUMONT UNIFIED SCHOOL DISTRICT

By: _____

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

DESERT CENTER UNIFIED SCHOOL DISTRICT

By: _____

DESERT SANDS UNIFIED SCHOOL DISTRICT

By: _____

EAGLES PEAK – INLAND EMPIRE CHARTER SCHOOL

By: _____

HEMET UNIFIED SCHOOL DISTRICT

By: _____

JURUPA UNIFIED SCHOOL DISTRICT

By: _____

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By: _____

MENIFEE UNION SCHOOL DISTRICT

By: _____

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

NUVIEW UNION SCHOOL DISTRICT

BY: _____

PALM SPRINGS UNIFIED SCHOOL DISTRICT

BY: _____

PALO VERDE UNIFIED SCHOOL DISTRICT

BY: _____

PERRIS SCHOOL DISTRICT

By: _____

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____

ROMOLAND SCHOOL DISTRICT

By: _____

SAN JACINTO UNIFIED SCHOOL DISTRICT

By: _____

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

VAL VERDE UNIFIED SCHOOL DISTRICT

By: _____

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Riverside County SELPA Local Plan

Appendix 3

Administrative Unit Agreement for Service

RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
AGREEMENT FOR SERVICE
ADMINISTRATIVE UNIT
(REVISED 8/25/06 AND 10/27/06)

PREAMBLE

1.0 PARTIES

The Riverside County Special Education Local Plan Area (SELPA), an independent Joint Powers Agency (JPA), hereinafter referred to as the "SELPA" and the Val Verde Unified School District (USD) hereinafter referred to as the Administrative Unit (AU) mutually agree and promise as hereinafter set forth.

2.0 PURPOSE

The SELPA desires to obtain designated services of an AU, and the AU agrees to provide such services as hereinafter specified.

3.0 EFFECTIVE DATE

The effective date of this Agreement is July 1, 2006.

4.0 TERM

The term of this Agreement begins on July 1, 2006. The Agreement shall be extended each year for another one-year term unless written notice to terminate is served by one party upon the other before January 1 of the then current term. Termination by service of such notice shall be effective on the 30th day of June next following such notification.

5.0 GENERAL PROVISIONS

5.1 The agencies agree to provide information and delivery of services specified herein.

5.2 This Agreement may be modified or amended by written mutual consent of the parties. The party seeking such modification or amendment shall give not less than sixty (60) days written notice to the other party, except where both parties deem the implementation of such change or amendment to be an "emergency" and waive the notice period. Any "emergency" changes or amendments shall be reduced to writing, signed by both parties, and appended to this Agreement.

5.3 The AU shall establish a separate fund for SELPA use consistent with the purpose of the SELPA. All SELPA revenues including earned interest shall be deposited in the SELPA fund as designated by the SELPA Executive Director. The SELPA shall have computer on-line access to the designated separate fund.

5.4 The SELPA shall contract with Val Verde USD, the AU, at a fee of \$15,000 per month for the 2006-07 fiscal year to provide housing and support services (exclusion of salaries and benefits) as described under this Agreement. Adjustments to reflect actual figures shall be made the following year on the same timeline or within 90 days following termination of this Agreement. The SELPA will reimburse the AU for mutually agreed upon services and costs not provided by this Agreement.

5.5 It is expressly understood that the AU is a party to the JPA creating the SELPA and is subject to that Agreement concerning debts, liabilities, and obligations set forth therein.

5.6 The SELPA shall provide appropriate insurance coverage as determined by the SELPA, including property and liability for officers and staff assigned to the SELPA, the SELPA as an independent agency, the SELPA Governance Council (JPA Board) members, and the AU in relation to SELPA matters. The AU will assist the SELPA in acquiring insurance coverage.

5.7 All SELPA activities other than specified herein, shall be performed by personnel, classified and certificated, who are employed by the Val Verde USD, the AU, and contracted back to the SELPA.

6.0 STATEMENT OF SERVICES

The AU shall provide all business, personnel, and financial services required to operate the SELPA. The following list of services is intended to be representative of services provided:

Human resources services, payroll services, benefits services, purchasing services, mail services, warehouse services, galaxy, utilities, telephones, maintenance, custodial, insurance/risk management for SELPA office staff, information technology network services, information technology applications services, building with offices and restroom.

All parties agree to do all acts required to implement the intents of this Agreement.

6.1 PERSONNEL SERVICES

6.1.1 The AU shall employ the SELPA office classified and certificated personnel positions. Those employees will become employees of the Val Verde USD for all purposes and will be paid for out of the SELPA budgets(s).

6.1.2 The AU shall provide all services for the employment of Riverside County SELPA Office personnel including administrative, accounting, and secretarial personnel as appropriate. These employees will become employees of the District.

6.1.3 The Governance Council "Personnel Committee" shall be responsible for the selection, evaluation, and employment negotiations of the SELPA Executive Director.

6.2 ADMINISTRATIVE SUPPORT

6.2.1 The AU shall complete, approve, and administer Agreements and contracts, regarding the housing of SELPA Office Staff.

6.2.2 The AU shall provide purchasing services for the SELPA Office, including petty cash, special purchases (e.g., low Incidence equipment), supplies, etc.

6.2.3 The AU shall provide for warehousing/storage of standard supplies and records.

6.2.4 The AU shall provide for reprographic services for the SELPA Office.

6.2.5 The AU shall provide housing for SELPA office to include all maintenance and operating functions.

6.2.6 The AU shall provide for custodial service and scheduled warehouse deliveries to the SELPA Office during school and summer.

6.2.7 The AU shall provide access to computer network system to include "basic office" computer programming (e-mail, website, etc.), Galaxy system, and other related systems. Technical support will be required and is to include downloading of specialized state software used to complete necessary SELPA reports.

6.3 BUSINESS SERVICES

6.3.1 The SELPA and AU shall implement a coordinated system of accounting, and provide for the operation of business services by the SELPA under the authorization of the SELPA Governance Council (JPA Board) in accordance with State and Federal requirements.

6.3.2 The AU shall provide business services for the SELPA as appropriate including accounting, facilities, insurance (including crime coverage insurance for the AU), and other related services.

6.3.3 The AU shall include program budget for the SELPA Office and discretionary grants solicited through the SELPA in District Budget and financial reports.

6.3.4 The AU shall provide base data for budget preparation (e.g., prior year, comparative data, etc.).

6.3.5 The AU shall receive and distribute all special education funds and grants to SELPA.

6.3.6 The AU shall provide for Accounts Payable services as required.

6.3.7 The AU shall provide a process for contracting, authorizing, invoicing, and reporting nonpublic school/agency services.

6.4 SELPA RESPONSIBILITIES

6.4.1 The SELPA shall implement policies and procedures to process purchase orders, reconcile invoices, prepare warrants, post daily activities, prepare invoices, and coordinate accounting as well as other related functions and benefits.

6.4.2 The SELPA shall make available to the independent auditor of the AU information relative to the operation of SELPA and the auditor shall provide a separate report of the SELPA's Fund to the SELPA Governance Council (JPA Board) and Executive Director which shall serve as the SELPA's annually required independent audit in accordance with State regulations. Costs of such additional reports shall be borne by the SELPA.

6.4.3 The SELPA shall prepare financial reports as required by the State of California in accordance with state regulations. The AU will file appropriate State reports to assist the SELPA as required.

6.5 OTHER ADMINISTRATIVE UNIT RESPONSIBILITIES

6.5.1 The AU shall provide informal support system for all participating districts. Answer questions and provide information as requested.

6.5.2 The AU shall establish and maintain communications with appropriate officials at the California Department of Education and similar entities.

6.5.3 The AU shall assist Riverside County SELPA in keeping current on financial changes and/or trends in special education.

6.6 PAYMENT

6.6.1 The Val Verde USD, as AU, will bill SELPA for services on a monthly basis for those costs not directly paid out of SELPA funds/program budgets.

6.6.2 It is agreed that, as part of the actual expenditures, the Val Verde USD shall charge \$15,000 per month for the 2006-07 fiscal year for the performance of its duties as the AU and duties as the physical host of the Riverside County SELPA.

7.3 NOTICES

All notices hereunder shall be served personally or by first class United States mail, postage prepaid at the addresses indicated below, or at such other address as shall be specified in writing to all other parties. Notices shall be deemed served upon personal service or upon the fifth day after deposition such notice in the United States mail.

Riverside County SELPA
3939 Thirteenth Street
Riverside, CA 92502

Val Verde Unified School District
975 W. Morgan Street
Perris, CA 92571

8.3 RULING LAW AND SAVINGS CLAUSE

The undersigned agree that for the 2006-07 fiscal year, the Val Verde Unified School District will serve as the Administrative Unit for the Riverside County Special Education Local Plan Area.

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The parties attest their Agreement hereto by the following signatures.

Elliott Duchon
Governance Council/JPA Board Chair
District Superintendent, Alvord Unified School District

Fred Workman, Ed. D.
District Superintendent
Val Verde Unified School District

Riverside County SELPA Local Plan

Appendix 4

2007–08 Local Plan Rewrite Committee Members

Local Plan Rewrite Committee 2007-2008

Parents/CAC Members

| | |
|------------------|---|
| Marie Smith | Lake Elsinore Unified School District |
| Debbie Rodriguez | Murrieta Valley Unified School District |
| Danielle Friend | Palo Verde Unified School District |
| Jessie Mann | Jurupa Unified School District |
| Candi Cissel | Lake Elsinore Unified School District |

Special Education Administrators

| | |
|-------------------|---------------------------------------|
| Kathleen Roberts | Lake Elsinore Unified School District |
| Terrence Davis | Temecula Unified School District |
| Sue Balt | Val Verde Unified School District |
| Avis Stuart-Board | Beaumont Unified School District |

General Education Principal

| | |
|---------------|------------------------------|
| Grant Bennett | Perris Union School District |
|---------------|------------------------------|

Alternative Education Administrator

| | |
|---------------------|--------------------------------------|
| Regina Patton-Stell | Riverside County Office of Education |
|---------------------|--------------------------------------|

Special Education Teachers

| | |
|--------------------|-----------------------------------|
| Nannette Sherman | Val Verde Unified School District |
| Debbie Craig | Val Verde Unified School District |
| Bruce Kardos | Val Verde Unified School District |
| Harris Kight-Moore | Hemet Unified School District |

Charter School Representative

| | |
|-------------|--|
| Gary Seaton | Eagles Peak – Inland Empire Charter School |
|-------------|--|

Psychologists

| | |
|------------------|--------------------------------------|
| Salome Gutierrez | Desert Sands Unified School District |
| Michelle Barrett | Val Verde Unified School District |

Program Specialist/Speech and Language Specialist

| | |
|----------------|--------------------------------|
| Robin Thompson | Jurupa Unified School District |
|----------------|--------------------------------|

General Education Teacher

| | |
|----------------|-----------------------------------|
| Stephen Balazs | Perris Union High School District |
|----------------|-----------------------------------|

SELPA Staff

| | |
|--------------|--------------------|
| Caryl Miller | Executive Director |
| Gail Angus | Coordinator |

Acronyms

| | |
|--------------|---|
| AB..... | Assembly Bill |
| ADA..... | Average Daily Attendance |
| AU..... | Administrative Unit |
| CAC..... | Community Advisory Committee |
| CCR..... | California Code of Regulations |
| CDE..... | California Department of Education |
| CFR..... | Code of Federal Regulations |
| CPI..... | Crisis Prevention Intervention |
| CSPD..... | Comprehensive System of Personnel Development |
| EC..... | Education Code |
| ESY..... | Extended School Year |
| FAPE..... | Free Appropriate Public Education |
| GC..... | Government Code |
| IDEA..... | Individuals with Disabilities Education Act |
| IEP..... | Individualized Education Program |
| IFSP..... | Individualized Family Service Plan |
| IWENS..... | Individuals with Exceptional Needs |
| JPA..... | Joint Powers Agreement |
| LEA..... | Local Education Agency |
| LRE..... | Least Restrictive Environment |
| MOE..... | Maintenance of Effort |
| MOU..... | Memorandum of Understanding |
| NPS/A..... | Nonpublic School/Agency |
| Pro-Act..... | Professional Assault Crisis Training |
| PVUSD..... | Palo Verde Unified School District |
| RCOE..... | Riverside County Office of Education |
| RCSS..... | Riverside County Superintendent of Schools |
| RLA..... | Responsible Local Agency |
| RS..... | Related Services |
| RSP..... | Resource Specialist Program |
| SDC..... | Special Day Class |
| SEA..... | State Education Agency |
| SELPA..... | Special Education Local Plan Area |
| SH..... | Severely Handicapped |
| SST..... | Student Success Team |
| USD..... | Unified School District |
| VVUSD..... | Val Verde Unified School District |