

# East San Gabriel Valley Special Education Local Plan Area

## Local Plan for Special Education

Adopted: May 2013

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## Participating Local Educational Agencies

The local educational agencies (LEAs)  
participating in the East San Gabriel Valley SELPA are as follows:

Azusa USD

Baldwin Park USD

Bassett USD

Bonita USD

Charter Oak USD

Claremont USD

Covina-Valley USD

Glendora USD

iQ Academy Charter School

Walnut Valley USD

West Covina USD

Opportunities for Learning – Baldwin Park Charter School

Opportunities for Learning II – Baldwin Park Charter School

Opportunities for Youth – San Bernardino Charter School

The School of Arts and Enterprise Charter School

San Jose Charter Academy

# **Governance and Administrative Structure**

The East San Gabriel Valley Special Education Local Plan Area (ESGV SELPA or SELPA) is a multi-district SELPA comprised of participating local educational agencies (LEAs) joined together to provide for the coordinated delivery of programs and services to students with special needs who reside in the area. The Covina-Valley Unified School District is designated as the Administrative Unit (AU), also known as the Responsible Local Agency (RLA) for the SELPA.

In adopting the local plan, each participating LEA agrees to carry out the duties and responsibilities assigned to it within the plan and to ensure equal access to programs and services to eligible persons requiring special education in the service region. In addition, each LEA shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout the SELPA.

The governance structure of the SELPA is established by agreement among the Superintendents of the member LEAs. The governing body of the ESGV SELPA is the Superintendents' Council. The SELPA Director may convene additional advisory committees as needed. The SELPA Director is responsible for coordination of the SELPA and implementation of the local plan.

## **Superintendents' Council**

The Superintendents' Council is composed of the Superintendents, or Superintendent equivalent, from each of the 16 LEAs within the SELPA. Superintendents may participate via telephone or video conferencing, pursuant to the provisions of the Ralph M. Brown Act, if unable to attend a meeting. A quorum shall consist of one more than half of the voting members in attendance.

A chairperson shall be selected by the Superintendents' Council every two years on a rotational basis. The SELPA Director serves as Secretary to the Superintendents' Council. The SELPA Director will consult with the chair in preparation of the agenda for each meeting; the SELPA Director shall provide all support materials. The chair, or the chair's designee in the chair's absence, shall conduct the meeting.

Members of the Superintendents' Council are responsible to the governing boards of their respective LEAs.

The Superintendents' Council meets a minimum of five times per school year. All meetings of the Council shall be noticed and conducted in compliance with the Brown Act and other applicable laws. The notice and minutes of all regular meetings shall be sent to all superintendents of LEAs within the SELPA, and to other persons as requested.

It is the responsibility of the Superintendents' Council to take action to approve or deny amendments to the local plan, approve changes in the SELPA allocation plan, and any other item determined necessary by the Superintendents' Council. The Superintendents' Council evaluates the SELPA Director on an annual basis.

The Superintendents' Council takes action by voting during a duly agendized meeting. Votes of each member shall be weighted based on the average daily attendance (ADA) of each member's LEA for the second reporting period (P2) of the preceding school year. The SELPA Director shall annually provide the Superintendents' Council with the weighted voting formula at the beginning of each school year. Decisions will be made by a majority vote consisting of one more than half of the those voting, except in circumstances where state or federal law requires a unanimous vote.

Superintendents' Council responsibilities shall include, but not be limited to:

1. Approve amendments to the local plan.
2. Review, approve, and monitor all budgets assigned to the SELPA.
3. Approve revisions to the allocation plan for the distribution of federal, state, and local funds allocated for special education programs.
4. Take action to approve or deny annual service and budget plans and revisions to those plans.
5. Establish and promote a Community Advisory Committee (CAC).
6. Review and consider comments from the CAC.
7. Take action to approve or deny requests for program transfers.
8. Take action to approve or deny SELPA-wide policies, administrative regulations, procedures, resolutions, local interagency agreements and guidelines for the management and implementation of special education programs and services within the SELPA.
9. Select, supervise, discipline, and evaluate the SELPA Director.
10. Provide direction to the SELPA Director for regionalized and program specialist services.

## **Community Advisory Committee (CAC)**

The East San Gabriel Valley SELPA Community Advisory Committee (CAC) serves in an advisory capacity. CAC membership includes parents of individuals with exceptional needs enrolled in public or private schools, parents of other students enrolled in school, students with disabilities, adults with disabilities, general education teachers, special education teachers, other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. At least a majority of the CAC shall be composed of parents of students enrolled in schools participating in the local plan and at least a majority of such parents shall be parents of individuals with exceptional needs.

CAC members shall be appointed by LEA governing boards. Selection of members of the Community Advisory Committee will be the responsibility of each administrator of special education acting for the Local Board, and with its approval. The Superintendents' Council will

assure that the make-up of the Committee meets the standards as stated in the California Education Code and that annually staggered two-year terms are established so that no more than half of the members serve the first year of a term in any one year.

The SELPA Director or designee serves as an ex officio member of the CAC and acts as the liaison between the CAC and the Superintendents' Council.

CAC responsibilities include:

1. Advise the policy and administrative entity on the development, amendment, and review of the local plan.
2. Recommend annual priorities to be addressed by the SELPA.
3. Assist in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
4. Encourage community involvement in the development of the local plan.
5. Support activities on behalf of individuals with exceptional needs.
6. Assist in parent awareness of the importance of regular school attendance.

The CAC shall have regularly scheduled meetings not less than two times per year. All meetings of the committee shall be held according to law and the Brown Act. The SELPA Director/designee will present the CAC's input to the Superintendents' Council for consideration.

Announcements of CAC meetings and activities will be distributed to parents of children with special needs in the SELPA. In addition, information will be posted on the SELPA web page and in any other location required by law.

The CAC shall adopt bylaws, subject to approval by the Superintendents' Council, consistent with legal requirements and the advisory role of the CAC.

## **SELPA Director**

The AU is responsible for the recruitment of the SELPA Director. The Superintendents' Council shall make the final selection of a candidate for the position of SELPA Director. The SELPA Director shall be an employee of the AU. The Superintendents' Council conducts the evaluation of the SELPA Director. It is the SELPA Director's responsibility to represent the interests of the SELPA as a whole without promoting any particular local education agency's interest over any other agency.

The SELPA Director carries out the SELPA's obligation to assure equal access to all programs and services in the SELPA and provides advice to members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, on the availability of established due process and legal service options and procedures. In cooperation with

the California Department of Education, the SELPA Director provides information to ensure that all special education pupils receive appropriate due process and procedural safeguards as provided by law.

Specific duties of the SELPA Director include, but are not limited to:

1. Coordinate implementation of all components of the local plan.
2. Prepare and submit approved annual budget and service plans.
3. Oversee the recruitment, supervision, and evaluation of SELPA designated staff.
4. Gather input from LEA program and business staff to formulate policy and procedure recommendations for Superintendents' Council action related to the distribution of state and federal funds among the LEAs.
5. Meet with LEA program and business staff regarding special education program needs, policies, procedures, agreements, and forms; and the development and implementation of personnel development programs.
6. Provide LEA program staff with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum scope and sequence, student performance targets, assessments, instructional best practices, and day-to-day operations.
7. Develop and maintain interagency agreements with appropriate public agencies to ensure a full range of special education programs and services.
8. Ensure appropriate use of federal, state, and local funds allocated for special education.
9. Prepare program and fiscal reports required by the LEAs, SELPA, and California Department of Education.
10. Provide technical assistance and consultation to LEAs in all areas of special education, including complaint and due process procedures.
11. Adopt and implement a management information system.
12. Inform the superintendents of the status of the special education programs.
13. Serve as Secretary to the Superintendents' Council.

In the event the SELPA Director has knowledge of noncompliance and/or concerns regarding compliance trends, he/she shall inform the director of special education or responsible administrator and the LEA superintendent. Such reports may be part of ongoing discussions at Superintendents' Council meetings. After attempts to resolve issues of noncompliance, the SELPA Director may recommend corrective action plans, re-allocation of funds, and other remedies to the Superintendents' Council. Remedies may include the involvement of the California Department of Education.

# Regionalized Services and Program Specialists

## Assurances

As a condition of receiving funds for regionalized services and the direct instructional support of program specialists, the SELPA assures that all regionalized operations and services listed below are provided in accordance with the local plan:

1. Coordination of the special education local plan area and the implementation of the local plan.
2. A coordinated system of identification and assessment.
3. A coordinated system of procedural safeguards.
4. A coordinated system of staff development and parent education.
5. A coordinated system of curriculum development and alignment with the core curriculum.
6. A coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
7. A coordinated system of data collection and management.
8. Coordination of interagency agreements.
9. Coordination of services to medical facilities.
10. Coordination of services to licensed children's institutions and foster homes.
11. Preparation and transmission of required SELPA reports.
12. Fiscal and logistical support of the CAC.
13. Coordination of career, vocational and transition services.
14. Coordination of transportation services for individuals with exception needs.
15. Means by which full educational opportunity is ensured.
16. Fiscal administration and the allocation of state and federal funds.
17. Direct instructional program support that may be provided by program specialists.

It shall be the policy of this SELPA and its LEAs that the local plan shall be adopted by the appropriate local board(s) (LEA/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 federal Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. Sec. 1400 et seq.), Section 504 of the federal Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. Sec. 794), the federal Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. Sec. 12101 et seq.), federal regulations relating to the IDEA, Section 504 and the ADA and the provisions of the California Education Code, Part . A

list of Local Educational Agency Assurances approved by the California Department of Education are on file at the Local Education Agency offices and incorporated by this reference.

## **Program Specialists**

Program specialists are employed by the participating LEAs.

Each program specialist must possess a valid special education credential, clinical services credential, health services credential, or pupil personnel services credential with school psychology authorization. Program specialists shall have advanced training and related experience in the education of individuals with disabilities and a specialized in-depth knowledge in one or more areas of disabling condition. A program specialist may do all of the following:

1. Conduct observations, consult with, and assist special and general education staff, administrators, and parents regarding appropriate placement and services for staff.
2. Plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
3. Facilitate the development and implementation of staff development, program development and innovation of special methods and approaches.
4. Provide coordination, consultation and program development in one or more specialized areas of expertise.
5. Assist LEAs in completing program reviews, monitoring compliance, and resolving disputes regarding special education programs and services.
7. Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

## **Local Plan Revision**

The Local Plan will be reviewed and updated cooperatively by a committee of representatives of special and regular teachers and administrators selected by the group they represent and with input from the Community Advisory Committee.

## **Roles and Responsibilities of Participating Entities**

### **Administrative Unit (AU)/RLA**

The Covina-Valley Unified School District is the AU for the SELPA. The AU is the SELPA's fiscal agent and is responsible for implementing the following functions:



1. Receipt and distribution of special education funds for the operation of special education programs and services, pursuant to state and federal law.
2. Administrative support, including establishing and maintaining an office for SELPA staff.
3. Serve as the employing agency for SELPA office staff to coordinate implementation of the local plan.

## **Local Educational Agency (LEA)**

A duly adopted board policy of each LEA member of the ESGV SELPA shall indicate that the LEA is responsible for educating children with disabilities in the least restrictive environment. Placement in special education programs or services occurs only when the nature or severity of the disability is such that the child's education, even with the use of modifications of the general education program or use of supplementary aids or programs, cannot be achieved satisfactorily in the general education setting. Children with disabilities are served in their home districts whenever the needs identified on the individualized education program can be met within the home district. However, it is recognized that some students have unique educational needs that cannot be met in their home districts. Because of such identified unique educational needs, some students receive services from other districts within the SELPA, districts in neighboring SELPAs, or the Los Angeles County Office of Education. LEA responsibilities include, but are not limited to:

1. Coordinating and conducting child find activities.
2. Making available a free appropriate public education to all children residing in the LEA between the ages of birth through 21 inclusive, including students with disabilities who have been suspended or expelled from school.
3. Developing and providing programs and services for all eligible students residing in the district and for students at private schools located in the district.
4. Identifying and serving students in medical, foster or licensed children's institution facilities.
5. Participating in state/district-wide assessments.
6. Operating all special education programs and services in accordance with state and federal laws and regulations.
7. Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings.
8. Utilizing the same management information system, forms, procedures and guidelines as all other districts within the SELPA.

9. Collecting and completing state and federal report requirements; including California Special Education Management Information System (CASEMIS) reports, self-reviews, and verification reviews.

## **LEA Governing Boards**

The governing board of each LEA shall approve its participation in the ESGV SELPA Local Plan for Special Education.

The local governing board responsibilities include, but are not limited to:

1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
2. Approval of the local plan.
3. Adoption of policies and procedures for special education programs and services within their districts.
4. LEA compliance with all elements of the local plan.
5. Input on SELPA policies and procedures through the superintendent of the LEA.
6. Appointment of individuals to the CAC.

## **LEA Superintendents or Superintendent Equivalent**

Superintendents, or Superintendent equivalent, of each LEA are responsible to their respective governing boards. Each superintendent shall:

1. Serve as a member of the Superintendents' Council.
2. Assist in the identification of special education program and service needs for the SELPA through participation on the Superintendents' Council.
3. Communicate SELPA information to their governing boards.

## **LEA Special Education Administrators**

LEA special education administrators are responsible for the coordination of special education services and programs within their agencies and for the implementation of the local plan within their LEAs.

## **County Office of Education**

The ESGV SELPA shall submit the Local Plan to the superintendent of the Los Angeles County Office of Education for approval. The Los Angeles County Office of Education may provide services to students with severe disabilities, as requested by LEAs

## **LEA Indemnification of the Administrative Unit**

Each LEA will defend and indemnify the AU against, and will hold and save the AU, its officers, agents, and employees harmless from, any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivisions, or any other organization arising out of the operation or maintenance or other activities of the LEA or its agents, employees, or independent contractors under this local plan.

## **Additional Elements of the Local Plan**

### **Method of Distribution Of Federal And State Funds**

All federal and state special education funds shall be allocated to the SELPA for distribution to local education agencies according to an approved Special Education Funding Allocation Plan. The Superintendents' Council shall make any changes to the allocation of federal and state special education funds. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

### **Responsibilities for Distribution of Federal and State Funds**

The governing boards of the local education agencies participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Superintendents' Council has been designated the authority to determine the distribution of all federal and state special education funds in order for local education agencies to carry out their responsibilities. The funding allocation plan is incorporated in this local plan by reference.

The SELPA shall be responsible for the distribution of the funds according to an approved Special Education Funding Allocation Plan. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

### **Maintenance of Effort/Supplementation of State & Federal Funds**

The SELPA member LEAs acknowledge the obligation to maintain the level of general fund contribution toward the provision of special education services at a level equal to or greater than that of the prior year (aka "Maintenance of Effort" or "MOE"), in compliance with state and federal mandates. Funds received under Part B of the Individuals with Disabilities Education Act (IDEA) shall not be used, except in specified situations, to reduce the level of expenditures for the education of children with disabilities, on an aggregate or per capita basis, made by an LEA from state and local funds below the level of those expenditures for the preceding fiscal year made from the same sources.

The SELPA shall comply with Maintenance of Effort 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. (Title 34 Code of Federal Regulations sections 300.203-300.205).

The AU, as the grantee of 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 Department of Education the required MOE information. The LEAs within the SELPA shall annually compile and submit to the SELPA budget and expenditure information including SEMA and SEMB comparisons as adopted and defined by the California Department of Education. 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

For the purpose of Maintenance of Effort, the SELPA AU is the recipient of the federal funds from CDE and is, in turn, a grantor of all, or part, of those funds as sub-grants to participating LEAs.

## **Annual Budget Plan**

The SELPA shall adopt an annual budget plan at a public hearing scheduled at a superintendents' Council meeting in compliance with all legal mandates. A public hearing will be held for which written notice has been provided to members of the staff, parents, and general public by posting said notice at each school located within the local plan area at least 15 days prior to the hearing. The annual budget plan shall identify expected income and expenditures as required by state and federal laws, including describing the distribution of funds for the purpose of providing for ESGV SELPA administrative costs, special education services to students with severe and non-severe disabilities and low incidence disabilities, supplemental aids and services for students with disabilities in general education classrooms and environments, regionalized operations and services including direct instructional support by program specialists, the use of local property taxes to support ESGV SELPA and LEA programs, and the provision of services to all students with disabilities residing within the local plan area between the ages of birth and 21 years, inclusive.

All property taxes for special education purposes may be allocated to the Los Angeles County Office of Education, and used to support the services for the severely disabled. If a time should occur where the revenues exceed the expenditures, or the Los Angeles County Office of Education is no longer used as a service provider for the severely disabled, the revenue will be allocated to the member LEAs for special education services to serve students with disabilities. The annual budget plan may be revised at any time during the fiscal year in a manner consistent with the SELPA policy-making process, the SELPA Service Plan, and then-applicable state and federal statutes and regulations.

## **Annual Service Plan**

The SELPA shall adopt an annual service plan at a public hearing scheduled at a Superintendents' Council meeting in compliance with all legal mandates. Notice of this hearing shall be posted in each 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 SELPA policy-making process

and consistent with law. The annual service plan shall include a description of services to be provided by each LEA and the 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 districts, community schools operated by county offices, and juvenile court schools, regardless of whether the district or county office 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.

## **Programs for Early Childhood / Part C Early Intervention Special Education**

Designated districts provide Early Start services on a regional basis. Those designated districts are Azusa, and Claremont Unified School Districts along with the Pomona USD SELPA. These districts serve all solely low incidence (visually, hearing or orthopedically impaired) identified infants. Additionally, districts "*dually serve*", with Regional Center, an additional number of children. The Regional Center remains payer of last resort for those children who are "dually served."

Services provided by the school district Early Start Program for "dually served" include all necessary special education and related services as per the Individual Family Service Plan (IFSP). (Early Start regulations exclude direct occupational therapy (OT), physical therapy (PT) as special education and related services for birth to three.) Necessary Early Start services are provided in the natural environment, to include home, group and community settings. School districts are responsible for needed transportation to special education and related services noted on the IFSP.

For solely low incidence children, the designated school district provides service coordination, special education and related services.

The ESGV SELPA is committed to providing all of the procedural safeguards to families of infants and toddlers with disabilities as mandated by state and federal law. Parent rights are given to all families upon initial IFSP meeting.

For children with an intake at the Regional Center prior to 2 years, 10.5 months old, the school districts in the ESGV SELPA are committed to working with the Regional Center to assure the completion of an IEP by the child's third birthday.

Referrals for students ages 3, 4, and 5 who are not in kindergarten are made to the child's school district of residence. Referrals for assessment may be received from parents, pediatricians, social workers or other community members. Parents will receive either an Assessment Plan or Prior Written Notice to Parent of Action within 15 days of the referral. If an Assessment Plan is signed by the parent/guardian, the assessment will be completed within 60 days of receipt by the district.

Preschool special education services are provided to students with IEPs in a variety of ways according to district procedures. Some districts offer individual and small group instruction in special education class settings. Trans-disciplinary teams share their expertise, working with parents, in addressing the needs of children. Districts may collaborate with other districts within the SELPA, in neighboring SELPAs, or the county office of education to offer special education

preschool classes. Some 3, 4 and 5 year olds with disabilities are enrolled in state preschool programs or Head Start as part of their IEP and receive special education and related services to support progress in that setting. The IEP team may determine that some special education eligible 3, 4, and 5 year olds do not require individual and small group instruction to address their special education needs. These children may receive speech/language services and any other necessary related services in community settings or at the local school site. Transportation will be provided if necessary for the child to access special education services.

All children who received special education preschool services will be reevaluated before entering kindergarten to determine whether or not they are a child with a disability requiring ongoing special education services

See *Memorandum of Understanding between ESGV SELPA and San Gabriel Pomona Regional Center* in the *Exhibits* section related to services for children aged birth to three years. For a listing of programs for early childhood special education programs and services for children aged three through five years of age, see the *Annual Service Plan*. The documents referenced in this paragraph are incorporated by such reference in their entirety.

## **Joining the SELPA**

Any LEA may request to join the SELPA by submitting a letter of request for membership to the SELPA no later than January 15 of any school year for membership in the following fiscal year. LEAs may be required to join a Joint Powers Agreement (JPA) for purposes of membership and funding per action of the Superintendents' Council.

The letter of request for membership must specify: Name of LEA, contact person with contact information; total enrollment (actual or projected); type of special education services currently offered; plan for delivery of special education services; and background information about the LEA.

The Superintendents' Council shall review the membership request letter and supporting documentation. As necessary and appropriate, the Superintendents' Council or its designee may request additional information, including a face-to-face meeting with representatives of the LEA. SELPA staff will conduct a special education review of the LEA, including, as appropriate, review of previous compliance reviews. Results of the review, including the willingness and ability of the LEA to resolve any non-compliance, shall be reported to the Superintendents' Council.

A final decision shall be made by the Superintendents' Council regarding membership and the projected start date.

The Superintendents' Council may approve or deny any request for membership based on a review of fiscal and programmatic issues. Priority for approval shall be for requests where the programmatic issues are compatible with the SELPA Local Plan and fiscal issues are revenue neutral.

New members of the SELPA shall provide:

1. Agreement and adoption of all sections of the Local Plan by the LEA governance body.

2. Agreement of approved actions of the SELPA Superintendents' Council as contained in approved Superintendents' Council minutes.
3. Agreement that the new member LEA/charter maintains responsibility for all aspects of providing special education and related services, including the contracting and cost of any nonpublic school or agency, attorney representation as part of mediation, due process/or compliance processing and other costs associated with the provision of special education and related services.
4. Agreement to participate in the Special Education Information System (SEIS) system by providing hardware and staff consistent with required specifications.
5. As appropriate and voluntary on the part of a LEA or charter, agreement to representation via a SELPA approved Joint Powers Agreement (JPA).

The SELPA may approve membership of a group of LEAs and/or charter schools that elect to form a Joint Powers Agreement (JPA). Approval shall be based on the same criteria applicable to non-JPA SELPA members. The SELPA may develop a JPA for purposes of addressing small LEA/charter needs as a voluntary option for membership. Such development shall be approved by the Superintendents' Council. The SELPA may elect to allow an existing JPA to join the SELPA up to a total of three total JPAs maximum at one time. It is understood that the JPA shall meet all the same requirements as other LEAs and/or charter schools selected to for a JPA. It is understood that the JPA shall have voting privileges based on the total ADA of all JPA members and is entitled to the same representation as any individual LEA or charter school. The SELPA Director shall be an ex-officio member (non-voting) of this SELPA developed JPA and have access to other member JPAs to address issues consistent with the Local Plan.

Approval for membership into the SELPA shall be by any majority vote of the voting members of the Superintendents' Council. Such membership requires the applicant to agree to the provisions of the current SELPA Local Plan, including policies, agreements, and the fiscal allocation plan approved by the SELPA governance structure. Such adoptions of the current Local Plan shall not require reauthorization of the Local Plan by all members. Such membership shall be indicated via the addition of the new member's name on the Local Plan and any agreement without new approvals by other members. In addition, the member must adopt local policies and administrative regulations or procedures sufficient to support the Local Plan and in compliance with state or federal review. Failure to comply with the criteria listed above will result in the withholding of any funding allocations or portions of allocation until compliance of those items is completed.

## **Request for SELPA Membership by a Charter School**

A request by a charter school to participate as an LEA in the SELPA will not be treated differently from a similar request made by a school district. In reviewing and approving such a request, the following requirements shall apply:

1. The SELPA shall comply with Education Code section 56140.

2. The charter school shall participate in state and federal funding for special education and the receive funding in the same manner as other LEAs of the SELPA as specified in the SELPA income distribution model.
3. The charter school shall participate in the governance of the SELPA in the same manner as other LEAs of the SELPA.

## **Provision of Special Education Services to Students Voluntarily Enrolled in Charter Schools**

This policy applies to all charter schools chartered by educational entities located within the member districts of the East San Gabriel Valley SELPA or who are chartered by an educational entity outside the SELPA boundaries, but have been approved for membership within the ESGV SELPA for special education purposes. This policy also applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA [EC 47605.5 (k) (1)]. Students enrolled in charter schools are entitled to special education services provided by State and Federal funding. The charter schools will comply with all requirements of 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)]. Children with disabilities and their parents shall retain all rights under IDEA.

### **Policy Statement**

Special Education and related services shall be provided to all eligible individuals within the jurisdiction of the East San Gabriel Valley SELPA in accordance with this Local Plan. Students enrolled in charter schools chartered by member districts shall receive services in a manner similar to other students. No governing board shall grant a charter unless the charter includes assurances that special education instruction and/or services shall be provided to all eligible disabled students, enrolled in charter school, in accordance with the SELPA Local Plan.

Funding for special education services, participation in the governance structure, and responsibility for provision of services, shall be based on the categorization of the individual charter school. Education Code 47613.5 allows a charter school to be deemed a Local Education Agency (LEA) for purposes of special education and to receive direct funding; or continue to be categorized as a public school within a district. All approved charter schools will be deemed public schools within a district unless the charter school meets the same criteria as any other LEA wishing to join the SELPA and as a result, the SELPA Superintendents' Council has deemed the charter school a LEA for purposes of special education funding. If the approval of a charter requires a change to the SELPA allocation plan, such change will be adopted pursuant to the policy making process of the SELPA. Approval of a new charter or LEA by the Superintendents' Council without any other changes to this Local Plan shall not require Local Board action.

#### **1. SELPA Involvement with Approval and Renewal of Charters**

Prior to approval of a new charter, or renewal of an existing charter, the superintendent or designee of the chartering entity shall consult with the SELPA Director regarding the provision of special education services to students enrolled by the charter school. The petitioner must provide adequate



assurances that all eligible students enrolled in the charter school will receive/ have received appropriate special education services in accordance with the East San Gabriel Valley SELPA Local Plan. The charter must provide assurances that no student will be/has been denied enrollment in the charter school due to a disability or the charter school's inability to serve the student. The SELPA will be available to provide consultation on the potential fiscal impact and benefits that may be associated with granting the requested charter. An approved charter must delineate the entity responsible for providing special education instruction and services as required of all LEAs, any anticipated transfer of special education funds between the granting entity and the charter school and any provisions for sharing deficits in funding. These provisions may be included in a Memorandum of Understanding in the event the charter has not developed local policies.

## 2. Categories of Charter Schools

For the purposes of provision of special education services, charter schools may be deemed either a local Education Agency (LEA) or a public school within the chartering district. A charter school shall be deemed a public school within the chartering district unless the charter school has complied with all provisions of section 2b (below), including ratification by the Superintendents' Council.

### a. Public Schools within a District

Charter schools that are deemed public schools within a district will participate in state and federal funding in the same manner as other schools within the chartering district. The chartering district will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The district 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 in the regular program. The charter school, deemed a public school, shall be represented on the SELPA Superintendents' Council by the Superintendent of the district granting the charter.

The chartering district will receive all applicable special education funds, as outlined in the SELPA allocation plan. The chartering district will represent the needs of charter schools, like other schools within the district, in the SELPA governance structure. The chartering district will be responsible for ensuring that all eligible students are appropriately served. The district will be responsible for procuring and funding appropriate special education services, even though the student may live anywhere in the state. The district may contract for these services with public or private educational entities. When a student lives outside the boundaries of the chartering district, the district in which the child lives will have no responsibility to provide services or pay excess costs.

The district and the charter school may enter into agreements whereby the charter school is billed for excess costs associated with providing special education services to identified students, including the administration of special education programs. The charter school may also 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 district.

### b. Charter School as a LEA with the SELPA.

A charter school may apply to become a LEA for the provision of special education services. Application must be made to the SELPA by January 15 of the school year proceeding the school year in which the charter school anticipates operating as a LEA within the SELPA. The Superintendents' Council will make the final determination whether the charter school has the capacity and intent to meet all requirements of a LEA. The application process for a Charter School will be the same as any other LEA wishing to be a member of the SELPA.

Once deemed a LEA for the purposes of special education, the charter school will be responsible for and entitled to the following:

- a. A charter school designed as a LEA for special education shall have voting rights on the Superintendents' Council of the SELPA.
- d. All charter schools are entitled to state and federal funding for special education in the same manner as other districts within the SELPA per the approved allocation plan.
- e. All charter schools are responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints, and attorney fees.
- f. All charter schools must 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. Such funds shall be used to supplement and not supplant other sources of federal, state, and local funds apportioned to charter school.

## **Program Transfer**

A member LEA initiating a transfer of educational programs and services already in operation within the SELPA shall follow appropriate Education Code provisions and adopted SELPA guidelines. In the event an LEA desires to initiate program or services transfers, a transfer planning committee may be designated by the Superintendents' Council, by direction to the SELPA Director, to address, at a minimum, all of the following: pupil needs, the availability of the full continuum of services to affected pupils, the functional continuation of the current IEPs of all affected pupils, the provision of service in the least restrictive environment from which affected pupils can benefit, the maintenance of appropriate support services, the assurance of compliance with federal and state laws and regulations and SELPA policies, and the means through which parents and staff were represented in the planning process.

The transfer of programs will take effect no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the Superintendents' Council, unless the Superintendents' Council unanimously approves the transfer take effect on the first day of the first year following the date of receipt of notification.

The approved SELPA guidelines for program transfer will be followed by SELPA staff as well as all affected agencies. Alternate dispute resolution pursuant to Education Code 56205(d) will be utilized if either sending or receiving agency disagrees with the proposed transfer. All costs associated with due process actions will be paid by the agency initiating the program or service transfer.

## **Withdrawal from SELPA**

A member LEA that desires to withdraw from the SELPA shall notify the California Department of Education, the SELPA, and the participating county office(s) of its intent to withdraw from the SELPA at least one year prior to the proposed effective date of the withdrawal. Any such plan to withdraw from the SELPA will be submitted to the Superintendents' Council for approval. Any LEA initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained by the LEA or SELPA to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from SELPA shall be born entirely by the LEA initiating the change.

## **Utilization of General Education Resources**

Each LEA shall ensure that a pupil is referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. Such resources may include, but not be limited to, response to intervention models, student success teams, early literacy programs, and remedial programs.

## **Reading Literacy**

Each LEA shall ensure that all eligible children with disabilities will participate in the California Reading Initiative in order to improve their educational results. Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

1. Information about current literacy and learning research.
2. State-adopted standards and frameworks.
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.

## **Access to Core Curriculum**

Each LEA shall ensure that students with disabilities will have access to:

1. All required core curriculum including state-adopted core curriculum and supplementary materials.
2. Instructional materials and support in order that students with disabilities attain higher standards in reading.

## **Specialized Equipment and Services / Low Incidence Funds**

Funds for low incidence equipment, materials, and supplies as well as for low incidence services are restricted to support of students in the following disability categories: hard-of-hearing, deaf, visual disability, severely orthopedically impaired, and deaf-blind. The funds are administered through the SELPA as specified in the *ESGV SELPA Procedural Handbook* and include receipt of funds, expenditure of funds, maintenance of an inventory, development of procedures for exchange of equipment, and reporting to the state.

## **Policies, Procedures, and Local Agreements**

SELPA policies, procedures, and local agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the SELPA office.

## **Interagency Agreements**

Interagency agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed with the following agencies:

1. California Children's Services.
2. San Gabriel - Pomona Regional Center.

Other interagency agreements will be developed as needed. Copies of these documents can be requested through the SELPA office. All interagency agreements entered into by the SELPA shall be incorporated into this local plan as though fully set forth herein.

## **Nonpublic School Placements**

Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its pupil(s) in such schools on at least an annual basis as part of the annual IEP review. The LEA representative shall also review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided.

Each LEA shall ensure the Evaluation of the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessments required.

Each LEA shall, at least annually, consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting.

## **Amendments to the Local Plan**

The SELPA Director shall be responsible for coordinating the development of any proposed amendments to the local plan.

Amendments to the permanent portion of the local plan may be considered at any time. The Superintendents' Council may adopt changes to the local plan on an interim basis, not to exceed one school year. Amendments require the approval of each LEA governing board. Following approval by all LEA governing boards, the SELPA will submit the local plan to the California Department of Special Education for submission to the State Board of Education.

## **Public Addressing the Governing Body**

Members of the public, including parents or guardians of students with disabilities, may address questions or concerns to the governing boards of each LEA, the Superintendents' Council, the LEA Special Education Director, The SELPA Director, and/or the CAC.

## **Dispute Resolution**

In the event of a disagreement between LEAs, LEAs and the AU, LEAs and/or the AU and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the local plan, the dispute resolution process included in the *ESGV SELPA Procedural Handbook* will be followed. This procedure is intended to resolve disagreements in a mutually satisfactory manner and at the lowest level possible in the governance structure outlined in the Local Plan without undermining local authority. The *ESGV SELPA Procedural Handbook* is incorporated by this reference in its entirety.

**Interagency Agreement for  
Children from Birth to Thirty Six (36) Months  
of Age  
Eligible for Services Under Part C of the  
Individuals with Disabilities Education Act  
(I.D.E.A.)**

**Between the Local Educational Agency (LEA)  
East San Gabriel Valley SELPA  
&  
San Gabriel/Pomona Regional Center**

**Interagency Agreement between Local Educational Agency (LEA),  
East San Gabriel Valley SELPA  
And  
San Gabriel/Pomona Regional Center  
For Children Birth to Thirty Six Months of Age  
Eligible for Services Under Part C of the Individuals with Disabilities Education Act (I.D.E.A.)**

**A) REFERRAL PROCEDURES:** The Local Educational Agency and the Regional Center shall work cooperatively to meet the needs of all children eligible for services under Early Start Part C of the Individuals with Disabilities Education Act (I.D.E.A.). The term, “eligible infant or toddler” means an infants or toddler from birth to 36 months who demonstrate through documented evaluation(s) and assessment(s) meet one of the following criteria: (1) have a developmental delay in either cognitive, communication, social or emotional, adaptive, or physical and motor development including vision and hearing and are under 24 months of age at the time of referral, with a 33% delay in one or more areas of development or, (2) 24 months of age or older at the time of referral, with a 50% delay in one area of development or a 33% delay in two or more areas of development; or, (3) have an established risk condition of known etiology, with a high probability of resulting in delayed development (California Government Code, Section 95014(a)).

<b>Local Educational Agency (LEA)</b>	<b>Regional Center (RC)</b>
<p>1.0 All cases regarding children suspected of being eligible for services under Part C will be referred to the Regional Center within seven (7) calendar days of identification (34 CFR, Part 303.303).</p> <p>2.0 Each LEA is responsible for providing services to solely low incidence children birth to thirty six months of age. Low incidence disabilities are defined as severe disabling conditions that include hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof. (E.C. 56425)</p> <p>3.0 If a child is 2 years, 10 months of age or more, the LEA will accept referral for educational assessment and recommendations regardless of disabling conditions.</p>	<p>1.0 All cases regarding children suspected of being eligible for services under Part C will be evaluated for eligibility for services.</p> <p>2.0 If solely low incidence eligibility can be determined without the Regional Center assessment the Regional Center will refer directly to the LEA infant contact person. If the Regional Center conducts an assessment, as soon as “solely low incidence” eligibility is determined the Regional Center shall make a referral to the LEA within seven (7) days (34 CFR, Part 303.303).</p> <p>2.1 If a child with an identified solely low incidence condition is referred to the Regional Center as a potentially dually eligible child, the Regional Center will contact the child’s LEA to coordinate the assessment and evaluation of the child.</p> <p>3.0 If a child is 2 years, 10 months of age or more and is referred to the Regional Center, then the Regional Center shall refer child (with parental consent) to the LEA for educational assessment and recommendations regardless of disabling condition.</p>

<p>4.0 Each LEA will identify an individual that will act as infant contact for all children birth to three years of age referred to the LEA.</p> <p>5.0 All children currently receiving infant services through the LEA will continue to be served by the LEA regardless of disabling condition up to maximum capacity.</p> <p>5.1 The LEA is under no obligation to continue the Regional Center provided services prior to the LEA referral. When a solely low incidence child is referred to their LEA, the LEA must complete assessment and IFSP within 45 days.</p> <p>6.0 LEA assumes the responsibility to set up the IFSP meeting of all solely low incidence children referred, but not assessed by the Regional Center.</p> <p>7.0 Within 45 days of the initial referral, the LEA will complete the evaluation and assessment process and have an IFSP meeting for all children referred to education and suspected of being solely low incidence.</p> <p>7.1 Entering the LEA system for Part C infant services shall be family directed and voluntary on the part of the family.</p> <p>7.2 If assessment cannot be completed within 45 days due to exceptional family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow-up by the LEA will be made in the child's file.</p> <p>7.3 If a parent has not provided consent to the initial assessment despite documented, repeated attempts to obtain parental consent, the LEA must complete the initial assessment and IFSP meeting as soon as possible after parental consent is obtained.</p>	<p>4.0 The Regional Center will identify an individual who will act as infant contact for all children birth to three years of age referred to the LEA</p> <p>5.0 All children currently receiving early intervention services through the Regional Center will continue to be served by the Regional Center regardless of disabling condition.</p> <p>5.1 If a child is determined to be no longer eligible for Part C services, the Regional Center will discharge child in accordance with standard practice and applicable regulations.</p> <p>5.2 If the child is solely low incidence, the Regional Center will refer child to the LEA.</p> <p>6.0 The Regional Center assumes the responsibility to set up the IFSP meeting of all children assessed by the Regional Center.</p> <p>7.0 Within 45 days of referral for all children suspected of being eligible for services under Part C, the Regional Center will complete the evaluation and assessment process and have an IFSP meeting completed.</p> <p>7.1 Entering the Regional Center system for Part C, early intervention services shall be family directed and voluntary on the part of the family.</p> <p>7.2 If assessment cannot be completed within 45 days due to exceptional family circumstances, an interim IFSP may be written. Documentation of family status with proposed follow-up by the Regional Center will be made in the child's file.</p> <p>7.3 If a parent has not provided consent to the initial assessment despite documented, repeated attempts to obtain parental consent, the Regional Center must complete the initial assessment and IFSP meeting as soon as possible after parental consent is obtained.</p>
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**B. EVALUATION AND ASSESSMENT PROCEDURES:** Assessment means the ongoing procedures used by appropriate qualified personnel throughout the period of a child’s eligibility to identify the child’s unique strengths and needs in five developmental areas consisting of: 1) cognitive development, 2) physical and motor development including vision and hearing, 3) communication development, 4) social or emotional development, and 5) adaptive development. Assessment and the sharing of results shall be completed within the 45-day timeline. All children referred for assessment and/or services are afforded individual rights and protections as required by federal and state statutes from the time referral is made. (CCR 17 Sec. 52082)

Local Education Agency	Regional Center
<p>1.0 Upon notification of a child suspected of being eligible for services under Part C, the LEA of child’s residence will refer the family directly to the Regional Center.</p> <p>2.0 The LEA will accept referrals from the Regional Center for a child who is solely low incidence and the LEA assumes responsibility for assessment.</p> <p>2.1 Per mandate, the LEA shall accept referrals from the CDE Newborn Hearing Screening Program. The LEA shall contact child’s family to initiate evaluation and assessment.</p> <p>2.2 If a child is 2 years 10 months of age or more, the LEA shall accept direct referral for educational evaluation, assessment and recommendations for Part B, IDEA, regardless of disabling condition with parental consent.</p> <p>2.2.1 If a child that is accepted as a direct referral is determined through the LEA evaluations to potentially have Lanterman eligible condition, the LEA will coordinate with the Regional Center to evaluate the child for Regional Center eligibility under the Lanterman Act with parental consent.</p> <p>3.0 The LEA will provide all service coordination to children determined to be solely low incidence.</p>	<p>1.0 The Regional Center will evaluate and assess all children suspected of being eligible for services under Part C to enter the regional center system.</p> <p>2.0 If solely low incidence can be determined without the Regional Center assessment, referral will be made directly to the LEA of residence infant contact person.</p> <p>2.1 The Regional Center shall accept referrals for dually eligible infants and toddlers from the LEA and will assume responsibility for ongoing assessment(s).</p> <p>2.2 If child is 2 years, 10 months of age or more, the Regional Center shall refer child to the LEA for educational evaluation, assessment and recommendations regardless of disabling condition with parental consent. Those children whose parents are clients of the Regional Center will be exempt to this procedure.</p> <p>2.2.1 If the child is a direct LEA referral, and the child appears to have a Lanterman eligible condition, the Regional Center will coordinate with the LEA to evaluate the child for Regional Center eligibility under the Lanterman Act with parental consent.</p>

**C. INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP):** Each child eligible for services under Part C must have an Individualized Family Service Plan. The evaluation, assessment, and meeting to develop the IFSP must be held within 45 calendar days from the time of referral. If the parent has not provided consent, despite documented, repeated attempts to obtain parental consent, then the IFSP must be held as soon as possible after parental consent is obtained. All IFSP meetings shall be in the home language of the family and the IFSP shall be in writing.

<b>Local Education Agency</b>	<b>Regional Center</b>
<p>1.0 The LEA is responsible for developing the IFSP for solely low incidence children.</p> <p>1.1 The IFSP team will include representatives from all agencies that can provide necessary services needed by the infant and/or family. Conference by telephone or by written report can be used if IFSP attendance is not possible.</p>	<p>1.0 The Regional Center is responsible for developing the IFSP for children not solely low incidence.</p> <p>1.1 The IFSP team will include representatives from all agencies that can provide necessary services needed by the infant and/or family. Conference by telephone or by written report can be used if IFSP attendance is not possible.</p>

**The following applies to both the LEA and the REGIONAL CENTER**

- 2.0 The IFSP document will be written and implemented in accordance with state and federal regulations.
- 3.0 Procedures specified in Title 17 Article 3, Section 52111 shall be followed when arranging services for a child with an existing IFSP upon transfer from another regional center or LEA.

**D. TRANSITION:** All children receiving Early Start services are potentially eligible for special education and related services at age three and will be referred to the LEA. The purpose of transition is to begin planning for service options as the individual with exceptional needs approaches age 3 (no later than 36 months of age). The child who is served by either an LEA or Regional Center shall have the benefit of transition planning from the infant services program to the preschool services operated by an LEA under Part B of the Individuals with Disabilities Education Act. The service coordinator shall notify the LEA where the toddler resides that there will be a transition planning conference/IFSP (TPC/IFSP), requiring the attendance of an LEA representative to establish a transition plan in the IFSP not fewer than 90 days and not more than 9 months before the toddler's third birthday (no later than 36 months of age) in accordance with 34 CFR 303.209 and 303.344.

Local Educational Agency	Regional Center
<p>1.0 The LEA shall confirm receipt of invitation and attend the transition planning conference IFSP between 27 months of age and 90 days prior to the child's third birthday (no later than 36 months of age)</p> <p>2.0 During the TPC/IFSP, the LEA shall participate in the discussion of the transition steps as part of the IFSP including:</p> <ul style="list-style-type: none"> <li>• assessment process,</li> <li>• timelines</li> <li>• eligibility criteria</li> <li>• IEP meeting process</li> <li>• review possible preschool program and services options</li> <li>• suggest a notification/referral date at least 90 days prior to the third birthday</li> </ul> <p>2.1 Identify additional information to be included with the notification/referral</p>	<p>1.0 The service coordinator shall identify mutually agreeable dates, times, and locations in advance and send the invitation to the LEA and parent for the transition planning conference IFSP between 27 months of age and 90 days prior to the child's third birthday (no later than 36 months of age).</p> <p>2.0 During the TPC/IFSP, the Regional Center shall facilitate discussion of the transition process as part of the IFSP. Service Coordinator will update and document:</p> <ul style="list-style-type: none"> <li>• present levels of development,</li> <li>• resources, priorities, and concerns</li> <li>• review of progress on outcomes and continuing services</li> <li>• transition services and activities the IFSP team identifies as needed</li> <li>• notification referral date of at least 90 days prior to the third birthday</li> <li>• obtain written parental consent for additional information to be sent to the LEA at the time of referral beyond name, birth date, and parent contact information</li> <li>• to provide a copy of the TPC/IFSP to the LEA</li> </ul>

<p>3.0 The LEA will keep a record of the date on which the referral letter is received.</p> <p>4.0 Upon receipt of the notification/referral the LEA within 15 days will send the assessment plan to the parents for signature.</p> <p>4.1 If the TCP/IFSP is held at 2.8 years of (32 months of age), the LEA assessment plan may be provided to the parent at the time of the meeting. The parent may choose to sign and consent to the assessment plan at that time.</p> <p>5.0 The LEA will schedule an IEP team meeting, to include parent/guardian, the Regional Center Service Coordinator, with parent permission, and all other appropriate personnel. The IEP will be developed and implemented by child's third birthday (no later than 36 months of age).</p> <p>5.1 If the child's third birthday occurs during the summer, the child's IEP team shall determine the date when the services listed on the IEP will begin. {CFR 34, 300.101 (b) (ii) (2).}</p>	<p>3.0 The Regional Center will send the referral as discussed at the TPC/IFSP and no later than 90 days prior to the third birthday to the LEA, which will include:</p> <ul style="list-style-type: none"> <li>• name, date of birth, and parent contact information</li> <li>• referral may include other information with parent consent</li> </ul> <p>4.0 The Regional Center will notify current program(s) service providers of referral to the LEA.</p> <p>4.1 If the TCP/IFSP is held at 2.8 years of age (32 months of age), the LEA assessment plan may be provided to the parent at the time of the meeting. The parent may choose to sign and consent to the assessment plan at that time.</p> <p>5.0 The Regional Center Service Coordinator may attend the IEP meeting, with parent/guardian consent.</p> <p>5.1 The exit IFSP may be held concurrently with the initial IEP team meeting. As an exception, the Regional Center may continue providing or purchasing services for a preschooler who has been determined eligible for services under the Lanterman Act, until the beginning of the next school term after the child's third birthday during a period when the LEA special education preschool is not in session.</p> <p>6.0 The Regional Center may provide the LEA with a count of potentially Part B eligible children for planning purposes. This count will be made up of non-identifying information only and will not be considered notification/referral.</p>
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**E. SERVICE COORDINATION:** Service Coordination is an early intervention service and must be provided under public supervision. The role of the Service Coordinator is to facilitate implementation of the IFSP and to coordinate services with other agencies and persons. The Service Coordinator must be knowledgeable about eligible infant and toddler programs, Part C law and regulations, nature and scope of services under Part C of I.D.E.A.

**The following applies to both the LEA and the REGIONAL CNETER**

- 1.0 The LEA/Regional Center will appoint a service coordinator that meets the standards under Part C.
- 2.0 The service coordinator will serve as the primary point of contact for eligible children and families
- 3.0 The service coordinator shall be responsible for coordinating with other agencies and persons providing services to the family.
- 4.0 Service coordination activities include:
  - Coordinating evaluations and assessments.
  - Facilitating and participating in the development, review, and evaluation of individualized family service plans.
  - Assisting families in identifying service providers and informing families about additional non-required services.
  - Coordinating and monitoring the delivery of services outlined on the IFSP.
  - Informing families of Early Start Parent Rights and procedural safeguards
  - Facilitating the development of a transition plan from Part C to Part B preschool service (as appropriate) and/or other community resources.

**F. PROVISION OF SERVICES:** All services must be provided and monitored by appropriate qualified personnel. Services to families are to provide the "...supports and services necessary to enhance the capacity of the family to meet the developmental needs of the child." It is understood that the level, type, frequency, and provider of services may change upon transfer of a case between agencies.

<b>Local Education Agency</b>	<b>Regional Center</b>
<p>1.0 The LEA shall provide services to all solely low incidence children as indicated on the IFSP and as agreed upon by the IFSP team pursuant to E.C. Chapter 4.4, Section 56026.5</p> <p>2.0 The LEA shall be under no obligation to continue those services which were provided and/or funded by the Regional Center prior to the LEA referral.</p> <p>3.0 The LEA shall consider the Regional Center recommendations, but is not obligated to implement such services provided by Regional Center.</p> <p>4.0 The LEA shall provide services to eligible children according to established school schedules and arrange for any required services during school breaks if determined necessary by the IFSP team and documented on the IFSP.</p>	<p>1.0 Regional Center shall coordinate and/or provide services pursuant to Part C, IDEA (34 CFR Part 303) listed on the IFSP, as payer of last resort according to state and federal regulations.</p> <p>2.0 If a child is determined to be no longer eligible for Part C, Regional Center shall discharge child in accordance with standard practice and applicable regulations.</p> <p>2.1 If the child is solely low incidence, the Regional Center shall refer child to child's LEA of residence.</p> <p>3.0 With parent consent, the Regional Center personnel shall provide records regarding services provided by Regional Center prior to child transitioning to the LEA for services.</p> <p>4.0 Regional center shall coordinate with the LEA to ensure that Part C services for non-solely low incidence children are provided during periods of school breaks. Any required holiday closures shall be documented on the IFSP.</p>

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**G. PAYOR OF LAST RESORT:** The Regional Center or the LEA is ultimately responsible to arrange, provide, or pay for appropriate Early Intervention Services as defined in Federal Regulations 34 CFR, Part 303 as listed on an IFSP as required, after all other providers or payers have been fulfilled under state or federal law. Other providers or payers shall include insurance, community resources and other agencies.

<b>Local Education Agency</b>	<b>Regional Center</b>
<p>1.0 The LEAs are payer of last resort for infants and toddlers who meet eligibility as a child with a solely low incidence, vision, hearing, or severe orthopedic impairment, or any combination thereof.</p> <p>2.0 Any review or referral to other providers or payors shall not delay the provision of early intervention services specified on the IFSP and shall begin as soon as possible.</p>	<p>1.0 The Regional Center is the payer of last resort for all children eligible for Early Start.</p> <p>3.0 Any review or referral to other providers or payers shall not delay the provision of early intervention services specified on the IFSP and shall begin as soon as possible. Services shall begin as soon as possible, but no later than 45 days after the signed IFSP.</p>



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**H. PROCEDURAL SAFEGUARDS** The LEA and/or Regional Center's IFSP process assures a timely, comprehensive, multi-disciplinary evaluation for each infant/toddler from birth to 3 years of age and their family. If eligible, the infant/toddler and family have the right to appropriate Early Intervention Services.

#### **PROCEDURAL SAFEGUARDS SUMMARY**

**The following applies to the Local Education Agency and Regional Center's Early Start Program**

- 1.0 Written parental consent must be obtained prior to conducting evaluations, assessments, and beginning of Early Intervention Services.
  - 1.1 The LEA or the Regional Center shall make reasonable efforts to ensure that the family is aware of the nature of the evaluation, assessment, and or services available.
  - 1.2 Parents will be informed that they have a right to decline any or all of these services. The LEA or the Regional Center shall document this.
- 2.0 Parents are to be notified, of meetings when issues of eligibility and services are discussed. This includes identification, beginning or modifying services, and denial of evaluation, services, or placement. This notification shall be in their native language, unless it is clearly not feasible to do so.
  - 2.1 Meetings shall be held at times mutually convenient to families, unless it is clearly not feasible to do so.
- 3.0 Parents have the right to confidentiality of personally identifiable information.
- 4.0 Parents have the right to invite anyone of their choosing to assist them at meetings.
- 5.0 Parents have the right to utilize administrative process to resolve complaints. Procedures for complaints and due process hearings shall be available to parents.
- 6.0 Parents have the right to be informed of the location of records, and the policies and procedures regarding the maintenance of records. Parents have the right to access the child's Early Intervention records.

**I. SURROGATE PARENTS/HOLDER OF EDUCATIONAL RIGHTS:** Schools in California under Part C of IDEA have been responsible for finding, assigning, and training surrogate parents for several years. Regional Centers must also take into consideration the holder of educational rights for the evaluation, assessment, and IFSP development of children in the Part C program.

Local Education Agency	Regional Center
<p>1.0 A surrogate parent will be provided when:</p> <ul style="list-style-type: none"> <li>- No parent can be identified;</li> <li>- The infant or toddler is a dependent of the juvenile court and the parental rights have been limited by the court, or relinquished; or</li> <li>- The parent cannot be located, after reasonable efforts by the regional center or LEA.</li> </ul>	<p>1.0 A holder of educational rights will be clarified/established when:</p> <ul style="list-style-type: none"> <li>- No parent can be identified;</li> <li>- The infant or toddler is a dependent of the juvenile court and the parental rights have been limited by the court, or relinquished; or</li> <li>- The parent cannot be located, after reasonable efforts by the San Gabriel/Pomona Regional Center or the LEA.</li> </ul> <p>1.1 This will be done through a set of procedures agreed upon by the Los Angeles County Regional Centers and the Los Angeles County Department of Children and Family Services and in collaboration with the Los Angeles County Children's Court and the attorneys representing the child and the biological parent(s).</p>
<p>2.0 The provider LEA shall identify the need for a surrogate parent at the time of intake for children with solely low incidence conditions and at the time of the Transition IFSP meeting for dually served children.</p> <p>3.0 The LEA administrator will appoint a surrogate parent in accordance State and Federal Regulations (34 CFR 303, 406; CCR 52175; GC 7579.5).</p>	<p>2.0 Regional Center shall identify the need for a holder of educational rights during the initial intake process and during the annual IFSP reviews.</p>

- J. DISPUTE RESOLUTION:** It is the intent of the LEA and the Regional Center to resolve all disputes at the lowest administrative level possible. Dispute resolution for issues between Regional Center and the LEA will be resolved at the earliest opportunity.

<b>Local Educational Agency</b>	<b>Regional Center</b>
<p><b>Step 1:</b> The LEA staff is encouraged to resolve disagreements at their lowest administrative level whenever possible. If agreement cannot be reached, the dispute will proceed to Step 2.</p> <p><b>Step 2:</b> The LEA staff will refer the dispute to an LEA designee for resolution. If agreement cannot be reached at this level, the dispute resolution will proceed to Step 3.</p> <p><b>Step 3:</b> The LEA designee will meet with the Regional Center designee to resolve the dispute.</p>	<p><b>Step 1:</b> The Regional Center staff is encouraged to resolve disagreements at their lowest administrative level whenever possible. If agreement cannot be reached, the dispute will proceed to Step 2.</p> <p><b>Step 2:</b> The Regional Center staff will refer the dispute to the Regional Center Supervisor/ Manager for resolution. If agreement cannot be reached at this level, the dispute resolution will proceed to Step 3.</p> <p><b>Step 3.</b> The Regional Center designee will meet with the LEA designee to resolve the dispute.</p>

**K. CHILD FIND:** The Regional Center and Public Education Agencies will conduct child find activities to locate all infants and toddler who may be eligible for Early Start services. This activity will also assure that SGPRC and ESGV SELPA will alleviate duplicate efforts in the area of child find.

Local Education Agency	Regional Center
<p>1.0 In most cases, birth to three years old children are not enrolled in any public school programs. Therefore, a primary responsibility of the LEA is to ensure families, schools and agencies are aware of the available early intervention services and criteria for eligibility. “Child Find” information is disseminated through letters, program brochures, presentations and workshops. Such educational information is directed to the following:</p> <ul style="list-style-type: none"> <li>- Neighborhood schools (information is provided to families of school age children)</li> <li>- District children’s centers</li> <li>- Head Start Agencies</li> <li>- Regional centers</li> <li>- Family Resource Centers</li> <li>- Hospitals and clinics</li> <li>- Private preschools and day care providers</li> <li>- Day care resources and referral services.</li> </ul> <p>2.0 LEA shall collaborate with Regional Center and the Family Resource Center in local child find activities coordinated with the SGPRC Local Interagency Coordinating Area (LICA) group.</p> <p>3.0 LEA shall inform primary referral sources of:</p> <ul style="list-style-type: none"> <li>- Eligibility criteria for Early Start services;</li> <li>- The types of Early Start services available through the Early Start Program;</li> <li>- Contact persons and telephone numbers for LEA; and</li> <li>- Federal requirement that a referral will be made to the regional center or Local Education Agency (LEA) within seven calendar days of identification of a child who is in need of Early Start services.</li> </ul>	<p>1.0 SGPRC shall conduct the following child find activities:</p> <ul style="list-style-type: none"> <li>- Assign liaisons to local hospitals and neonatal intensive care units;</li> <li>- Contact local parent organizations and support groups;</li> <li>- Distribute Early Start materials to agencies and individuals in the community; and</li> <li>- Make presentations to local professional groups and other organizations serving culturally diverse populations.</li> </ul> <p>2.0 Regional Center shall collaborate with the LEA and the Family Resource Center in local child find activities coordinated with the SGPRC Local Interagency Coordinating Area (LICA) group.</p> <p>3.0 Regional Center shall inform primary referral sources of:</p> <ul style="list-style-type: none"> <li>- Eligibility criteria for Early Start services;</li> <li>- The types of Early Start services available through the Early Start Program;</li> <li>- Contact person and telephone number for regional centers; and</li> <li>- Federal requirement that referral be made to the regional center or Local Education Agency (LEA) within seven calendar days of identification of a child who is in need of Early Start services.</li> </ul>

**L. EXCHANGE OF INFORMATION & AVAILABILITY OF CONTACTS:** All effort should be made to ensure that determination about a child’s eligibility is not delayed because information is not available. Timely exchange of information will result in more efficient procedures for eligibility, without duplication of services and avoiding unnecessary burdens to the family.

Local Education Agency	Regional Center
<p>1.0 The LEA shall obtain written parental consent before initial evaluation and assessments are completed and Early Start services are initiated.</p> <p>1.2 The LEA shall obtain written parental consent to exchange information between the LEA and Regional Center annually.</p> <p>2.0 With parental consent, the LEA shall provide Regional Center with information on evaluations, assessments and service plans (IFSPs) for children found to be dually eligible, in order to assist SGPRC with program planning.</p> <p>2.1 With parental consent the LEA shall provide a copy of the Individualized Education Program (IEP) for children found eligible to receive Part B services at three years of age.</p> <p>3.0 The LEA shall identify a contact person annually who will be available at all times during the year. The LEA shall notify the Regional Center of any change in the contact person.</p> <p>3.1 The LEA contact person shall be available to take referrals and assist families of Part C eligible children throughout the year and provide information to the Regional Center as appropriate.</p>	<p>1.0 SGPRC shall obtain written parental consent before initial assessments are completed, and Early Start services are initiated.</p> <p>1.2 Regional Center shall obtain written parental consent to exchange information between the LEA and REGIONAL CENTER annually.</p> <p>2.0 With parental consent, Regional Center shall provide the LEA with information on evaluations, assessments and service plans (IFSPs) for children found to be dually eligible, in order to assist the LEA with program planning.</p> <p>2.1 With parental consent, Regional Center shall obtain a copy of the Individualized Education Program (IEP) for children found eligible to receive Part B services at three years of age, even if they are not eligible for continued Regional Center services under the Lanterman Act</p> <p>3.0 The Regional Center Clinical Director shall be designated as the available contact at all times during the year. If unavailable, his designee shall be available.</p> <p>3.1 A Regional Center Intake Coordinator shall be available to take referrals throughout the year. An Early Intervention Service Coordinator or Program Manager shall be available to provide information to families of eligible children throughout the year.</p>

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- M ANNUAL REVIEW:** The Interagency Agreement for Children Birth to Three Years of Age Under Part C of the Individuals with Disabilities Education Act (IDEA), Between the ESGVSELPA and the San Gabriel/Pomona Regional Center to meet and review annually for renewal of the terms and conditions or to make recommendations for changes.

**Confirmation of Annual Review of the Interagency Agreement Between  
the ESGV SELPA and San Gabriel/Pomona Regional Center  
for Children Birth to Thirty Six of Age Under Part C  
of the Individuals with Disabilities Education Act (IDEA),**

**TERMS OF AGREEMENT**

The Early Start Committee has reviewed and revised the *Interagency Agreement for Children Birth to Three Years of Age Under Part C of the Individuals with Disabilities Education Act (IDEA)*, Between the ESGV SELPA and the San Gabriel/Pomona Regional Center. The terms of this agreement shall take effect immediately upon receipt of the parties' signatures. The provisions of this agreement would then replace the provisions of prior agreements between the parties regarding Early Start services to infants and toddlers and their families.

*Signature on file at SELPA Office*

R. Keith Penman, Executive Director  
San Gabriel/Pomona County Regional Center

Date

*Signature on file at SELPA Office*

Kathleen Calbert, Director  
ESGV SELPA

Date

The Early Start Committee recognizes the contributions of the following individuals who collaborated on 08/30/12 to review this Interagency Agreement for Children Birth to Three Years of Age Under Part C of the Individuals with Disabilities Education Act (IDEA):

- Jennifer Taylor, San Gabriel/Pomona Regional Center
- Margarita Salazar, San Gabriel/Pomona Regional Center
- Kathleen Calbert, ESGV SELPA
- Meredith Cathcart, California Department of Education
- Erin Paulsen, California Department of Developmental Services
- Michele Donahue, California Department of Developmental Services

**Exhibit B**

**EAST SAN GABRIEL VALLEY  
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)**

1400 Ranger Drive, Covina, CA 91722-2055  
Telephone: (626) 966-1679 ~ FAX: (626) 339-0027  
[www.esgvselpa.org](http://www.esgvselpa.org)

**SPECIAL EDUCATION LOCAL PLAN AREA  
LOCAL EDUCATION AGENCY ASSURANCES**

**1. FREE APPROPRIATE PUBLIC EDUCATION 20 UNITED STATES CODE (USC)  
SECTION (§) 1412 (a)(1)(A)**

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children residing in the LEA between the ages of 3 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 full educational opportunity, including but not limited 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 pursuant to 28 USC §§1414(d) and/or 1436(d), 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 (1)(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)(A)**

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 participation in meetings with respect to the identification, evaluation, and placement process.

**7. EVALUATION 20 USC § 1412 (a)(7)**

It shall be the policy of this LEA that an initial evaluation shall be conducted for a student with a disability with a reassessment of at least once every three years or more frequently, if appropriate. Appropriate parental notice, consent, and provision of procedural safeguards shall be provided at each stage in this process.

**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 collected or 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 children participating in early intervention programs and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 USC § 1437(a)(9). By the child's third birthday, an IEP or, if appropriate, an IFSP shall be developed and implemented for the child.

**10. PRIVATE SCHOOLS 20 USC § 1412 (a)(10)(A)**

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)(A)**

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 (IDEA), the Section 504 of the Federal

Rehabilitation Act of 1973 (504), the Americans with Disabilities Act of 1990 (ADA) and the provisions of the California Education Code, Part 30, and subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act.

**12. INTERAGENCY 20 USC § 1412 (a)(12)(A)**

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)(A), (E)**

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

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

**15. PERFORMANCE GOALS AND INDICATORS 20 USC § 1412 (a)(15)(A-C)**

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 and applicable law.

**16. PARTICIPATION IN ASSESSMENTS 20 USC § 1412 (a)(16)(A-C)**

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)(A-C)**

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)(A)**

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, the use of positive behavioral interventions and supports, and procedural safeguards will be revised.

**23. ACCESS TO INSTRUCTIONAL MATERIALS 20 USC § 1412 (a)(23)(A)**

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 overidentification or disproportionate representation by race and ethnicity of students with disabilities.

**25. PROHIBITION ON MANDATORY MEDICINE 20 USC § 1412 (a)(25)(A)**

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 applicable data or information to the CDE that may be required by regulations.

## **28. READING LITERACY (STATE BOARD REQUIREMENT, 2/99)**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, Special Education Local Plan Area's (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative, the provisions of which are incorporated by this reference.

## **29. CHARTER SCHOOLS (EDUCATION CODE 56207.5 (a-c))**

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in the SELPA 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 the SELPA, these requirements shall apply: (1) the SELPA shall comply with the duties specified in Education Code section 56140; (2) the charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to Education Code section 56836.05 or section 56195.7(i) in the same manner as other local educational agencies of the SELPA; and (3) the charter school shall participate in governance of the SELPA in the same manner as other local educational agencies of the SELPA.

## **30. HOSPITAL, LCI, JUVENILE COURT**

### ***Hospitalized Pupils***

Each LEA shall be responsible for the provision of special education and related services to individuals with exceptional needs residing in hospitals and other residential medical facilities located within the geographically area of the LEA. Each LEA shall first consider services operated by the LEA, next by the SELPA, and then by the centralized program providers. If the special education services available within these entities are not appropriate, then the LEA shall contract with an appropriate service provider for implementation of the pupil's IEP.

The Education code provides pupils with exceptional needs who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes are the educational responsibility of the local educational agency in which the hospital or facility is located, as determined in local written agreements pursuant to subdivision (e) of Section 56195.7. The local education agency is to receive prior notice regarding the return of the student to the LEA within the SELPA. If the LEA of residence does not receive prior notification, the LEA will attempt to obtain the current educational records and the LEA providers in the SELPA agree to provide appropriate technical assistance to the LEA of residence in order to facilitate a timely and appropriate placement into an educational setting.

### ***Licensed Children's Institutions (LCI) and Foster Homes***

Each LEA shall be responsible for the provision of special education and related services to individuals with exceptional needs residing in LCIs and foster homes located within the geographical area of the LEA. Each LEA shall first consider services operated by the LEA and then by the SELPA program providers. If the special education services available within the entities are not appropriate, then the LEA shall contract with an appropriate service provider for implementation of the pupil's IEP.

### ***Juvenile Court and Correctional Programs***

Pupils with exceptional needs who have been determined by the juvenile courts for placement in a juvenile hall, home, day center, ranch, camp, or for individuals with exceptional needs placed in a community school will be provided services as appropriate to their IEP through the court schools. As identified in the Education Code, procedures for identification, referral, program planning, and review shall be utilized. The exchange of information and records is provided immediately open request by the Court Schools SELPA.

### **31. GENERAL ASSURANCE**

The SELPA will ensure compliance with federal and state laws. The policies and procedures covered by these assurances are on file at the Local Education Agencies.

The LEA Assurances and Board Minutes resolution adopted by the board of each member LEA are on file in the SELPA office and is included in the Local Plan submission to CDE.

