North Inland
Special Education Local Plan Area (SELPA)

LOCAL PLAN FOR
SPECIAL EDUCATION

1710 Montecito Road, Ramona, CA 92065
(760) 788-4671

Approved October 15, 2015
Local Plan Amendment Committee 2015

The North Inland Special Education Region (NISER), Special Education Local Plan Area (SELPA) wishes to acknowledge the 2015 Local Plan Amendment Committee along with the Operations, Joint Fiscal Advisory, Chief Business Officers, and Community Advisory Committees for the many hours of time that they each devoted to developing this revision of the Local Plan. The committee members were:

- Eileen Highley, Director, Pupil Services, Ramona Unified School District
- Laurie Houck, Program Specialist, Ramona Unified School District
- Kris Knudsen, Parent, North Inland SELPA, Community Advisory Committee – Secretary
- Tracy Lane, Parent, North Inland SELPA, Community Advisory Committee – Chair
- Angela McNeece, Sr. Director, North Inland SELPA
- Kelly Prins, Assistant Superintendent, Student Support Services, Escondido Union School District
- Julie Weaver, Superintendent, Spencer Valley Elementary School District
- Heidi Schlotfeldt, General Education Teacher, Spencer Valley Elementary School District
# Table of Contents

## Participating Local Educational Agencies

<table>
<thead>
<tr>
<th>Part</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Local Educational Agencies</td>
<td>iv</td>
</tr>
</tbody>
</table>

## Governance and Administrative Structure

<table>
<thead>
<tr>
<th>Committee</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendents Council</td>
<td>1</td>
</tr>
<tr>
<td>Executive Committee</td>
<td>2</td>
</tr>
<tr>
<td>Community Advisory Committee (CAC)</td>
<td>3</td>
</tr>
<tr>
<td>Operations Committee</td>
<td>4</td>
</tr>
<tr>
<td>Chief Business Officers (CBO) Committee</td>
<td>5</td>
</tr>
<tr>
<td>Joint Fiscal Advisory Committee (JFAC)</td>
<td>6</td>
</tr>
<tr>
<td>Special Focus Committees</td>
<td>6</td>
</tr>
<tr>
<td>SELPA Administrator</td>
<td>6</td>
</tr>
</tbody>
</table>

## Program Specialist/Regionalized Services Assurances

<table>
<thead>
<tr>
<th>Specialist/Coordinator</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Specialist(s)/Coordinator(s)</td>
<td>9</td>
</tr>
</tbody>
</table>

## Roles and Responsibilities of Participating Entities

<table>
<thead>
<tr>
<th>Entity</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Unit (AU)</td>
<td>11</td>
</tr>
<tr>
<td>Local Educational Agency (LEA)</td>
<td>11</td>
</tr>
<tr>
<td>Governing Boards</td>
<td>12</td>
</tr>
<tr>
<td>LEA Superintendents</td>
<td>12</td>
</tr>
<tr>
<td>LEA Special Education and County Infant Program Administrators</td>
<td>13</td>
</tr>
</tbody>
</table>

## Additional Elements of the Local Plan

<table>
<thead>
<tr>
<th>Element</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Distribution Agreement and Maintenance of Effort</td>
<td>14</td>
</tr>
<tr>
<td>Annual Budget Plan</td>
<td>14</td>
</tr>
<tr>
<td>Annual Service Plan</td>
<td>14</td>
</tr>
<tr>
<td>Programs for Early Childhood Special Education</td>
<td>14</td>
</tr>
<tr>
<td>Services in Alternative Education Settings</td>
<td>14</td>
</tr>
<tr>
<td>Hospitalized Students</td>
<td>14</td>
</tr>
<tr>
<td>State Hospital Programs</td>
<td>15</td>
</tr>
<tr>
<td>Licensed Children’s Institutions (LCI) and Foster Homes</td>
<td>15</td>
</tr>
<tr>
<td>Juvenile Court and Community Schools (JCCS)</td>
<td>15</td>
</tr>
<tr>
<td>Oversight of Nonpublic School Placements</td>
<td>15</td>
</tr>
<tr>
<td>Utilization of General Education Resources</td>
<td>15</td>
</tr>
<tr>
<td>Reading Criteria</td>
<td>16</td>
</tr>
<tr>
<td>Access to Core Curriculum</td>
<td>16</td>
</tr>
<tr>
<td>Low Incidence Funds</td>
<td>16</td>
</tr>
<tr>
<td>Request for SELPA Membership by a Charter School</td>
<td>16</td>
</tr>
<tr>
<td>Policies, Procedures, and Local Agreements</td>
<td>17</td>
</tr>
<tr>
<td>Interagency Agreements</td>
<td>17</td>
</tr>
<tr>
<td>Amendments to the Local Plan</td>
<td>17</td>
</tr>
<tr>
<td>Public Addressing the Governing Body</td>
<td>18</td>
</tr>
<tr>
<td>Dispute Resolution</td>
<td>18</td>
</tr>
<tr>
<td>Legal References</td>
<td>18</td>
</tr>
</tbody>
</table>
Exhibit A – Local Educational Agency Assurances, Certification of Board Minutes, and Assurance and Policy/Procedure Grid (Guidance Document)

Exhibit B – Administrative Unit and CAC Certifications

Exhibit C – Elements of the Local Plan

Exhibit D – MOU between San Diego Regional Center (SDRC) and SELPA – Part C

Exhibit E – MOU between San Diego County Office of Education and SELPA
Participating Local Educational Agencies

The Local Educational Agencies (LEAs) participating in the North Inland SELPA are the San Diego County Office of Education and all of the districts within the North Inland Special Education Region. Those districts include:

Borrego Unified School District
Escondido Union School District
Escondido Union High School District
Julian Union Elementary School District
Julian Union High School District
Ramona Unified School District
San Pasqual Union School District
Spencer Valley Elementary School District
Valley Center-Pauma Unified School District
Warner Unified School District
Governance and Administrative Structure

The North Inland Special Education Local Plan Area (SELPA) is a multi-district SELPA comprised of 10 Local Educational Agencies (LEAs) including all of the school districts in the North Inland Special Education Region (NISER) of San Diego County and the San Diego County Office of Education (SDCOE), joined together to provide for the coordinated delivery of programs and services to special needs students. The SDCOE is designated as the Administrative Unit (AU) for the North Inland SELPA. The SDCOE is considered an LEA for all purposes of this agreement except where referred to as the AU. 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.

The governance structure of the SELPA is established by agreement among the governing boards of the member LEAs. It consists of the Superintendents Council, the Executive Committee, and the Community Advisory Committee. The SELPA Administrator may convene additional advisory committees. The SELPA Administrator is responsible for coordination of the SELPA and implementation of the Local Plan.

Superintendents Council

The Superintendents Council functions as the governing body of the SELPA to fulfill the role of policy review and make recommendations for special education and regional operations to the governing boards. The Superintendents Council also provides general guidelines for the operations to the SELPA Administrator and the Operations Committee. The Superintendents Council is made up of the superintendents from each of the 10 districts and the SDCOE representative (ex officio) and is chaired by a superintendent elected by the Council. Superintendents may participate via telephone or video conferencing or appoint a designee, based upon annual designation, to represent them if unable to attend a meeting. A quorum for voting must exist for the purpose of conduction of business. A quorum is defined as 50% plus one of the districts’ representatives. A chair and vice-chair or co-chairs shall be elected biannually in May, to serve a two-year school term. The SELPA Administrator is an ex-officio member and serves as secretary to the Council and is responsible for compiling and distributing the agenda and minutes.

The Superintendents Council meetings are scheduled four times as year, or as necessary, to review and propose policy and to conduct such other business as is required. The Superintendents Council meetings are open to the public in accordance with law and the Brown Act. Members of the public, including parent or guardians of students with disabilities, may address questions or concerns to the Superintendents Council. The notice and minutes of all regular meetings shall be sent to all district superintendents.

The responsibilities of the Superintendents Council include:

1. Developing philosophy, goals, priorities, and plans for special education throughout the region to assure equal access to appropriate programs and services for all children with disabilities;

2. Making decisions regarding implementation, administration, financial agreements and operations of special education programs and services in accordance with the local plan;
3. Recommending revision of the plan, special education policy and/or delivery system from programs and services to the local governing boards for adoption during the fiscal year preceding the impact of the recommended changes(s);

4. Providing direction to the SELPA Administrator and Operations Committee regarding the implementation, administration, and operation of the Plan;

5. Appointing an executive committee, if appropriate, comprised of a small district superintendent, a large district superintendent, a superintendent-at-large, and the county superintendent (ex officio), with input provided by district superintendents, to supervise and evaluate the SELPA Administrator and manage such affairs as the full Council deems necessary; and

6. Consulting with and advising the county superintendent regarding the hiring, supervision, evaluation, and discipline of the SELPA Administrator and staff employed by the administrative unit in support of the Local Plan.

Superintendents will have one vote on the Council, plus an additional vote for every 200 special education students reported on the December pupil count of the previous year. Decisions will be made by a majority vote except in circumstances where state or federal mandates require a unanimous vote. Districts may appeal decisions of the Superintendents Council to the County Superintendent. The County Superintendent or designee shall facilitate the mediation process to resolve disputes over the distribution of funding, the responsibility for service provision, and other governance activities specified within the plan. If the county superintendent is unable to resolve an issue, appeal can be made to the County Board of Education, whose decision will be final.

**Executive Committee**

The Executive Committee is comprised of a small district superintendent, a large district superintendent, a superintendent-at-large, and the county superintendent (ex officio), with input provided by district superintendents. The role of the Executive Committee is to supervise and evaluate the SELPA Administrator and manage such affairs, as the full Council deems necessary. Members may participate in meetings via telephone or video conferencing if unable to attend in person. If a member is unable to attend in person or electronically, he or she is responsible for arranging with another LEA superintendent from the entity that the member represents to attend the meeting. The superintendent or designee of the SDCOE is an advisory member of the Executive Committee. The SELPA Administrator is an ex officio member.

The Superintendents Council choose representatives in May for the following school year. Members shall be appointed for two years and may be re-appointed for additional terms. The terms of service for the two representatives from large and small districts shall be staggered. The annual term shall be from July 1 to June 30, although appointments or selection of substitute representatives may occur at any time if an appointed representative becomes unable to complete his or her appointed term. A quorum shall be three members. A chair and a vice-chair or co-chairs shall be elected annually.

The Executive Committee shall meet on an as needed basis. All meetings of the committee shall be held according to law and the Brown Act. The Committee Chair(s) and the SELPA Administrator shall prepare the agenda for each meeting; the SELPA Administrator shall provide all support materials. The Chair or Co-chairs shall conduct the meeting.
The notice and minutes of all regular meetings shall be sent to all district superintendents and others as requested.

Executive Committee responsibilities shall include, but not be limited to:

1. Providing input toward the evaluation of the SELPA Administrator;

2. Consulting with and advising the county superintendent regarding the hiring, supervision, evaluation, and discipline of the SELPA Administrator; and

3. Manage such affairs, as the full Council deems necessary.

Each representative shall have one vote and decisions will be made by majority vote except in circumstances where state or federal mandates require a unanimous vote. In addition, the superintendent or designee of the SDCOE shall have an advisory vote. In the event of a tie, the issue will be taken to the full Superintendents Council; which will serve as the tie-breaking vote.

**Community Advisory Committee (CAC)**

The 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. The SELPA Administrator or designee serves as ex officio member of the CAC and acts as the liaison between the CAC, the Executive Committee and the Superintendents Council.

CAC responsibilities include:

1. Advising the policy and administrative entity on the development, amendment, and review of the Local Plan;

2. Recommending annual priorities to be addressed by the SELPA;

3. Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the Plan;

4. Encouraging community involvement in the development of the Local Plan;

5. Supporting activities on behalf of individuals with exceptional needs; and

6. Assisting 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 the Brown Act. The SELPA Administrator or designee will present the CAC’s input to the Superintendents Council for consideration.
CAC members are appointed by, and are responsible to, the governing board of each district. District superintendents bi-annually recommend names of potential members to district boards for approval to serve on a two (2) year term as a CAC member. The superintendents rely upon district administrators, district advisory groups and individuals to select persons to be recommended for appointment.

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.

**Operations Committee**

The Operations Committee consists of a special education administrator or designee from each participating LEA, the regional representative from the HOPE Infant Program, as well as the Coordinator and/or Program Specialists from the SELPA and is convened as determined necessary by the SELPA Administrator. The special education administrator or designee must have their administrative services credential or be enrolled in an administrative services credential program, currently be serving in a position as an administrator or district Chief Business Officer (CBO), and not be represented by an employee association. The Operations Committee meets monthly August through June, except for January or on an as needed basis. Agendas are developed and distributed prior to the meetings. The North Inland SELPA Administrator or designee records minutes.

The purpose of the Operations Committee is to provide input to the SELPA Administrator regarding special education program needs; policies, procedures, agreements, and forms; and the development and implementation of personnel development programs. Meetings of the Operations Committee also provide participants 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. Working closely with the SELPA Administrator, the Operations Committee prepares recommendations for the development and implementation of policies and procedures to be considered by the Superintendents Council. The SELPA Administrator serves as the liaison between the Operation Committee and the Superintendents Council and acts as the nonvoting chairperson of the Operations Committee.

The responsibilities of the Operations Committee include:

1. Providing cooperative leadership with the SELPA Administrator in the development, revision, and operation of the Plan under the supervision of the local boards of education and the Superintendents Council;
2. Preparing recommendations to the Superintendents Council for the distribution of funds through the NISER Funding Allocation Plan and the Annual Budget and Service Plans;
3. Providing information and support to the Community Advisory Committee;
4. Identifying annual priorities for program improvement and compliance monitoring as appropriate; and
5. Gathering, interpreting, and reporting data and information relevant to the implementation of the plan to superintendents, boards and the SELPA Administrator.
Decisions of the Operations Committee shall be made by a majority vote of the membership with each member entitled to one vote. Special Focus Committees may be appointed as needed.

Deliberation, study, and collegial problem-solving are employed by the Operations Committee to formulate recommendations for action by the Superintendents Council. In situations where difficult and possibly controversial problems arise, the Operations Committee, by majority vote, may submit to the Superintendents Council in advance of its meeting, two (2) written recommendations for dealing with a particular problem or task. When appropriate, one recommendation may be designated as the majority recommendation and the other as a minority recommendation. This procedure is used by the Operations Committee as a problem-solving strategy to enable the Superintendents Council to benefit from minority views on important topics in a recognized and orderly manner. Minority views are valued by the Operations Committee and are seen as important elements in the resolution of difficult problems.

**Chief Business Officers (CBOs) Committee**

The SELPA Chief Business Officers (CBOs) Committee consists of the CBOs from each participating LEA. The SELPA CBOs Committee meetings are scheduled four times a year, or as necessary. The North Inland SELPA Administrator chairs the committee. Agendas are developed and distributed prior to the meetings. The North Inland SELPA Administrator or designee records minutes.

The purpose of the SELPA CBOs Committee is to provide suggestions and recommendations to the Superintendents Council and the SELPA Administrator regarding financial issues such as the income distribution agreement, the annual budget plan, maintenance of effort requirements, the impact of budgets for regional programs on the provision of special education throughout the SELPA, and/or other fiscal matters related to the SELPA.

The responsibilities of the CBOs Committee include:

1. Preparing recommendations to the Superintendents Council for the distribution of funds through the NISER Funding Allocation Plan and the Annual Budget and Service Plans;

2. Identifying annual fiscal priorities for regionalized services; and

3. Reviewing and providing recommendations for approval to Superintendents Council for Certification Spreadsheets.

Decision of the CBOs Committee shall be made by a majority vote of the membership with each member entitled to one vote. Special Focus Committees may be appointed as needed.

Deliberation, study, and collegial problem-solving are employed by the CBOs Committee to formulate recommendations for action by the Superintendents Council. In situations where difficult and possibly controversial problems arise, the CBOs Committee, by majority vote, may submit to the Superintendents Council in advance of its meeting, two (2) written recommendations for dealing with a particular problem or task. When appropriate, one recommendation may be designated as the majority recommendation and the other as a minority recommendation. This procedure is used by the CBOs Committee as a problem-solving strategy to enable the Superintendents Council to benefit from minority views on important
topics in a recognized, orderly manner. Minority views are valued by the CBOs Committee and are seen as important elements in the resolution of difficult problems.

**Joint Fiscal Advisory Committee (JFAC)**

The Joint Fiscal Advisory Committee consists of two (2) Operations Committee members, two (2) LEA Chief Business Officers (CBOs), two (2) Superintendents, and the North Inland SELPA Administrator. The committee was established in the 2010/2011 school year. Original membership served through 2012/13 for a two-year term. In Spring 2013 one member from each group rotated off the committee. The remaining original committee members completed their term in 2013/14. The newly appointed or reappointed members will serve a three-year term. The Superintendents Council chairperson should be a representative for the Superintendents. Committee member nominations are selected from the committees of which they represent. Other district personnel, as interested, may participate as non-voting participants. The committee is convened as determined necessary by the Superintendents Council and/or the SELPA Administrator.

The purpose of the Joint Fiscal Advisory Committee is to advise the Superintendents Council and/or SELPA Administrator on matters related to changes in base program of regionalized services, funding model changes, or other recommendations made by the North Inland SELPA Committees that affect the allocation of resources and the provision of special education services.

The responsibilities of the Joint Fiscal Advisory Committee include:

1. Preparing recommendations to the Superintendents Council for changes to the distribution of funds through the NISER Funding Allocation Plan as needed; and
2. Providing recommendations to Superintendents Council on other fiscal and/or programmatic issues deemed appropriate from the other North Inland SELPA Committees.

**Special Focus Committees**

The SELPA Administrator may convene informal special focus advisory committees in areas such as program development, SELPA adoption of student information systems, development and revision of IEP forms, and interagency agreements. Each committee will meet only as long as necessary to complete a specific purpose.

**SELPA Administrator**

The AU is responsible for the recruitment of the SELPA Administrator. The selection of a candidate for the position of SELPA Administrator shall be the responsibility of the Executive Committee. The Executive Committee provides input toward the evaluation of the SELPA Administrator.

The SELPA Administrator assures 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 Administrator provides information to ensure
that all special education pupils receive due process of law. Specific duties include, but are not limited to:

1. Coordinating development, implementation, and monitoring of all components of the Local Plan in conjunction with the Operations Committee;

2. Preparing and submitting approved Annual Budget and Service Plans;

3. Developing, implementing, supervising, and evaluating regionalized services, utilizing input from the districts served;

4. Overseeing the recruitment, supervision, and evaluation of SELPA staff;

5. Developing and ensuring implementation of policies, procedures, and local agreements that will ensure that all students are provided with a free and appropriate public education;

6. Developing and maintaining interagency agreements with appropriate public agencies to ensure a full range of special education programs and services;

7. Ensuring appropriate use of federal, state, and local funds allocated for special education;

8. Preparing program and fiscal reports required by the LEAs, SELPA, and California Department of Education;

9. Developing and implementing a plan for personnel development, including training of staff and parents in coordination with the Operations Committee;

10. Providing technical assistance and consultation to LEAs in all areas of special education, including current laws and regulations and complaint and due process procedures;

11. Adopting, implementing, and monitoring a management information system in coordination with the Operations Committee;

12. Establishing and maintaining a positive relationship with all members of the SELPA.

13. Serving as a liaison between the SELPA committees and the Superintendents Council, keep the superintendents informed of the status of the special education programs;

14. Serving as an ex-officio member of the Superintendents Council and the Executive Committee;

15. Serving as chair for the SELPA committees with the exception of the Superintendent's Council and the Community Advisory Committee (CAC);

16. Provide administrative support for, developing and distributing agendas and minutes, and attending the CAC meetings;

17. Maintain an awareness of good practices in special education and participate in professional association and personal development activities;
18. Serving as secretary to the Superintendents Council; and

19. In cooperation with the Operations Committee and Superintendents Council, determine other duties as necessary on an annual basis.
Program Specialist/Regionalized Services Assurances

As a condition of receiving funds for Program Specialist/Regionalized Services, the SELPA assures that all regionalized operations and services listed below are provided in accordance with the Local Plan:

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

Program Specialist(s)/Coordinator(s)

Direct instructional support is provided in accordance with Section 56836, either by Program Specialists employed by the individual districts or through the SELPA’s Coordinator/Program Specialist. Regional program specialist funds are rolled into the districts base funding to help support cost for these services. The SELPA Program Specialist/Coordinator and SELPA Administrator provide program specialist services to small districts. Program Specialists employed by districts are supervised and evaluated by the individual districts. Program Specialists/Coordinators employed through the AU, serve the SELPA under the direction of the SELPA Administrator. The SELPA Administrator evaluates Program Specialists/Coordinators employed through the AU.
Each Program Specialist/Coordinator must possess a valid special education credential, clinical services credential, health services credential, or pupil personnel services credential with school psychology authorization and if designated as a term of employment, an administrative services credential. Program Specialists/Coordinators shall have advanced training and related experiences in the education of individuals with disabilities and a specialized in-depth knowledge in one or more areas of disabling condition. A Program Specialist/Coordinator 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 students.

2. Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.

3. Participate in each school’s staff development, program development, and innovation of special methods and approaches.

4. Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.

5. Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

6. Provide other services as assigned.
Roles and Responsibilities of Participating Entities

Administrative Unit (AU)

The Superintendents Council has designated the SDCOE as the AU for the SELPA. An agreement for personnel and fiscal services has been adopted by the SELPA and shall be reviewed and revised on an as needed basis. 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. Employment of SELPA staff to coordinate implementation of the local plan.

Local Educational Agency (LEA)

Board policy of each LEA member of the North Inland SELPA Local Plan 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. 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, the SDCOE, or other districts outside the North Inland SELPA. LEA responsibilities include, but are not limited to:

1. Coordinating and conducting child find activities;
2. Developing and providing programs and services for all eligible students residing in the district and for students at private schools located in the district;
3. Identifying and serving students in medical, foster or LCI facilities;
4. Participating in state/district-wide assessments;
5. Operating all special education programs and services in accordance with state and federal laws and regulations;
6. Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings;
7. Utilizing the same management information system, forms, procedures and guidelines as all other districts within North Inland SELPA; and
8. Collecting and completing state and federal report requirements; including California Special Education Management Information System (CASEMIS) reports, self-reviews, and verification reviews.
Governing Boards

The governing board of each LEA shall approve its participation in the North Inland Special Education Region (NISER) for Special Education.

The Local Educational Agency (LEA) governing board responsibilities include, but are not limited to:

1. Have authority over the programs of the district;
2. Approval of the Local Plan and revisions;
3. Consider for adoption policies and procedures for special education programs and services within their districts recommended by the Superintendents Council;
4. LEA compliance with all elements of the Local Plan;
5. Maintain responsibility for the quality of the special education programs and facilities in the district;
6. Input on SELPA policies and procedures through the superintendent of the LEA; and
7. Appointment of individuals to the CAC.

The San Diego County Board of Education responsibilities include, but are not limited to:

1. Adopt the annual budget upon the recommendation of the Superintendents Council and the SELPA Administrator and the employs the SELPA staff; and
2. Hear appeals of unresolved issues brought before it by districts, the Superintendents Council, or the County Superintendent. Decisions of the County Board upon such appeals will be implemented.

District and county governing boards are the policy-making bodies for implementation of the plan. They must approve the governance structure of the plan and provide the necessary administrative support to implement the plan. Boards may request reports from administrators regarding programs and plans for special education and approve local program plans and annual budgets. Local boards rely upon the Superintendents Council to develop policies for their consideration and approval for implementation of the plan throughout the region.

LEA Superintendents

Each LEA superintendent, in collaboration with the local district director, monitors the implementation of the local plan and special education program operation in the district. The county superintendent is responsible for providing special education programs for infants through age two and funding the office of the SELPA Administrator (also referred to as the Regional Director). All superintendents are members of the Superintendents Council.
Superintendents of each LEA are responsible to their respective governing boards. District superintendents select the representative(s) to the Executive Committee. In addition, district superintendents:

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

LEA Special Education and County Infant Program 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.

District and county administrators of special education collaborate to provide programs and services throughout the SELPA. Districts over 1,000 ADA have a coordinator or director of special education. For districts less than 1,000 ADA, the administration of special education programs is under the direction of the superintendent.

The district special education administrators shall:

1. Direct the administration and operation of programs and services in their districts;
2. Provide leadership in program planning;
3. Develop district policies and procedures in compliance with all laws related to special education;
4. Submit program and fiscal reports required by state and other agencies to the SELPA Administrator or directly as indicated; and
5. Implement decision of the Superintendents Council and the Operations Committee.

The responsibilities of the Infant Program Director include:

1. Directing the administration and operation of the infant program throughout the region in accordance with the Local Plan for Early Intervention Services submitted by the HOPE Infant Program of the San Diego County Office of Education (SDCOE) and on file with the California Department of Education;
2. Providing leadership in infant program planning;
3. Developing program policies to assure compliance with all laws related to special education for infants and toddlers with disabilities; and
4. Submitting reports required by state and other agencies to the SELPA Administrator or directly as indicated.
Additional Elements of the Local Plan

Income Distribution Agreement and Maintenance of Effort

An income distribution agreement has been adopted by the SELPA and shall be reviewed and revised on a regular schedule. The model distributes all funds pursuant to applicable state and federal regulations. Districts and the SDCOE acknowledge the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates.

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. The annual budget plan shall identify expected income and expenditures as required by state and federal laws.

Annual Service Plan

The SELPA shall adopt an annual service plan at a public hearing scheduled at Superintendents Council meeting in compliance with all legal mandates. The service plan provides an overview of the programs and services available within the SELPA.

Programs for Early Childhood Special Education

See Interagency Agreement between San Diego Regional Center for the Developmentally Disabled and San Diego County Special Education Local Plan Areas and Local Education Agencies and Superintendent of Schools San Diego County Office of Education for California Early Start Program (Part C of IDEA) 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.

Services in Alternative Educational Settings

It shall be the policy of this SELPA that children with disabilities residing in hospitals, licensed children’s institutions (LCIs), foster homes, juvenile court schools, and county community schools shall be provided with special education and related services as appropriate to their IEPs. Any student residing within the SELPA, including within any of these settings, may be referred for special education services.

Hospitalized Students

Each LEA shall be responsible for the provision of special education and related services to individual with exceptional needs residing in hospitals and other residential facilities located within the geographical area of the districts. Each LEA shall first consider services operated by the LEA and by the other LEAs within the SELPA, and/or by the County Office of Education. If the special education services available within these entities are not appropriate, the LEA shall contract with an appropriate service provider for implementation of the student’s IEP.
State Hospital Programs

No state hospital programs are located within the North Inland SELPA. The education code provides that the county wherein the hospital is located shall provide special education services. The LEA is to receive prior notice regarding the return of a student to the district within the SELPA from any state hospital program. If the district of residence does not receive prior notification, the district will attempt to obtain the current educational records and SELPA agrees to provide appropriate technical assistance to the district 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, other LEAs within the SELPA, and/or by the County Office of Education. If the special education services available within these entities are not appropriate, the LEA shall contract with an appropriate service provider for implementation of the student’s IEP.

Juvenile Court and Community Schools

Students with exceptional needs who have been placed in a juvenile court or community school will be provided services as appropriate to their IEP. As identified in the Education Code, procedures for identification, referral, program planning, and review shall be followed. The policy for providing services in the least restrictive environment may be interpreted in relation to the amount of segregation being utilized in the institution.

Oversight of 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 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.

Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the pupil to determine if they are making appropriate educational progress. The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring pupil progress. The LEA may choose to administer additional assessments as necessary, with parent consent where required, to determine whether the pupil is making adequate educational progress.

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 Criteria

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.

Low Incidence Funds

Funds for low incidence equipment, materials, and supplies as well as for low incidence services are restricted to support students in the following disability categories: hard-of-hearing, deaf, visual disability, severely orthopedically impaired, and deaf-blind. The funds are administered through the North Inland SELPA as specified in the NISER Funding Allocation Policy. District are required to follow all applicable laws and regulations related to low incidence funding to include receipt of funds, expenditure of funds, maintenance of an inventory, exchange of equipment, and reporting to the state.

Request for SELPA Membership by a Charter School

A request by a charter school to participate as an LEA in the North Inland County 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 charter school shall participate in state and federal funding for special education and receive funding in the same manner as other LEAs of the SELPA as specified in the SELPA income distribution model.
2. The charter school shall participate in the governance of the SELPA in the same manner as other LEAs of the SELPA.
3. The addition of new members to the North Inland SELPA, as approved by the Superintendents Council, shall be followed by an amendment to the local plan.
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. Head Start San Diego County Office of Education SELPA Interagency Agreement
3. San Diego Regional Center.

Other interagency agreements will be developed as needed. Copies of these documents can be requested through the SELPA office.

Amendments to the Local Plan

The SELPA Administrator shall be responsible for the coordination of 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 Executive Committee may adopt changes to the local plan on an interim basis, not to exceed one school year. To formally adopt proposed and interim amendments the following procedure shall be followed:

1. A committee comprised of special and regular education teachers and administrators as well as CAC representatives shall be convened to provide input and make recommendations regarding the proposed or interim amendments to the local plan.
2. The CAC and other advisory groups as determined appropriate by the SELPA Administrator will review the recommended amendments to the local plan, as presented by the committee, and provide additional input and revision, if needed.
3. The Operations Committee will review the recommended amendments, propose any final revisions, and submit the final draft to the Governance Council for approval.
4. The Governance Council will review and approve the final draft amendments of the local plan and submit to the LEA governing boards for approval.
5. LEA governing boards will review and take action on the recommended amendments to the local plan within 60 days of submission from the Governance Council.
6. Amendments require the approval of each LEA governing board.
7. 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 Executive Committee, 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 Local Plan Superintendents Council, Chief Business Officers (CBOs) Committee, and Operation Committee sections will be followed. This procedure is intended to resolve disagreements within a period of 45 days without undermining local authority.

Legal References

Federal Requirements: 20 USC Chapter 33 Subchapter II & III

State Requirements: Education Code 47640-47647, 56001, 56190-56194, 56195, 56195.1, 56195.3, 56195.5, 56195.7, 567195.8, 56195.9, 56195.10., 56205,, 56206, 56207, 56207.5, 56208, 56240, 56241, 56301, 56368, 56475, 56836.03, 56836.23, 56842, and California Code of Regulations 3052
Exhibit A

LEA Assurances and Assurance Policy and Procedure Grid (SED-LP-3 & 5)
SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY ASSURANCES

1. Free Appropriate Public Education 20 United States Code (USC) Section (§) 1412 (a)(1)

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 three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

2. Full Educational Opportunity 20 USC § 1412 (a)(2)

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

3. Child Find 20 USC § 1412 (a)(3)

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) 20 USC § 1412 (a)(4)

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in
order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student’s progress and make appropriate revisions.

5. **Least Restrictive Environment 20 USC § 1412 (a)(5)**

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


   It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

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

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

8. **Confidentiality 20 USC § 1412 (a)(8)**

   It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).


   It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler’s third birthday. The transition process shall be smooth, timely and effective for the child and family.
10. Private Schools  20 USC § 1412 (a)(10)

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local Compliance Assurances  20 USC § 1412 (a)(11)

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

12. Interagency  20 USC § 1412 (a)(12)

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

13. Governance  20 USC § 1412 (a)(13)

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


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)

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

16. Participation in Assessments  20 USC § 1412 (a)(16)

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

17. Supplementation of State/Federal Funds  20 USC § 1412 (a)(17)

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

18. Maintenance of Effort  20 USC § 1412 (a)(18)

It shall be the policy of this LEA that federal funds will not be used to reduce the
level of local funds and/or combined level of local and state funds expended for the
education of children with disabilities except as provided in Federal law and
regulations.
19. Public Participation 20 USC § 1412 (a)(19)

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

20. Rule of Construction 20 USC § 1412 (a)(20)

(Federal requirement for State Education Agency only)


(Federal requirement for State Education Agency only)

22. Suspension/Expulsion 20 USC § 1412 (a)(22)

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


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

24. Overidentification and Disproportionality 20 USC § 1412 (a)(24)

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


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

26. Distribution Of Funds  20 USC § 1411(e),(f)(1-3)

(Federal requirement for State Education Agency only)

27. Data  20 USC § 1418 (a-d)

It shall be the policy of this LEA to provide data or information to the 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.

29. Charter Schools  EC 56207.5 (a-c)

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

In accordance with Federal and State laws and regulations,

Borrego Springs Unified School District

(Insert Special Education Local Plan Area [SELP/A]/District name)

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

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

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

Adopted this 13th day of January, 2016.

Yea:s: 5

Nay:s: 0

Signed: ________________________________

Title: Superintendent / Secretary of the Board

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Escondido Union School District

(insert Special Education Local Plan Area [SELP/A/District name])

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

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

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

Adopted this 14th day of December, 2015.

Yea: 5 Nays: 0

Signed: [Signature]

Title: Clerk, Board of Education

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Escondido Union High School District

(insert Special Education Local Plan Area [SEPA]/District name)

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

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

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

Adopted this 8th day of December, 2015.

Yea: 4 Nays: 0

Signed: [Signature]

Title: Superintendent

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Julian Union School District

(insert Special Education Local Plan Area (SELPA)/District name)

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

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

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

Adopted this 9th day of December, 2015.

Yeas: 4 Nays: 0

Signed: [Signature]

Title: [District Superintendent]

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Julian Union High School District

([insert Special Education Local Plan Area (SELP) or District name])

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

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

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

Adopted this 15th day of Dec., 2015.

Yea: 5 Nays: 0

Signed: [Signature]

Title: Superintendent / Principal

Superintendent, Secretary to the Board of Education (or use appropriate titles)

Page 6 of 6
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations, Ramona Unified School District

(insert Special Education Local Plan Area [SELP] / District name)
certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 United States Code (USC) 1400 et.seq, and implementing regulations under 34 Code of Federal Regulations (CFR), Parts 300 and 303, 29 USC 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

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

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

Adopted this 17 day of December, 2015.

Yea: 4 Nays: 0

Signed:

Title: Superintendent of Schools

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

San Pasqual Union School District

(Insert Special Education Local Plan Area [SELPA]/District name)

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

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

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

Adopted this 12th day of January, 2016

Yea: 5 Nays: 0

Signed: Shannon Hargrave

Title: Superintendent

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Spencer Valley School

(insert Special Education Local Plan Area [SELP A]/District name)

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

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

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

Adopted this 9th day of December, 2015.

Yea: 3
Nays: 0

Signed: [Signature]

Title: Superintendent

Superintendent, Secretary to the Board of Education (or use appropriate titles)
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Valley Center-Pauma Unified School District

(insert Special Education Local Plan Area [SELPAs]/District name)
certifies that this plan has been adopted by the appropriate local board(s) (district/county) and
is the basis for the operation and administration of special education programs; and that the
agency herein represented will meet all applicable requirements of state and federal laws,
regulations and state policies and procedures, including compliance with the Individuals with
Disabilities Education Act, 20 United States Code (USC) 1400 et.seq, and implementing
regulations under 34 Code of Federal Regulations (CFR), Parts 300 and 303, 29 USC 794, 705
(20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the
California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of
Regulations.

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

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

Adopted this 10th day of December, 2015.

Yea: 5  Nays: 8

Signed: Mary Gorsuch

Title: Superintendent

Superintendent, Secretary to the Board of Education (or use appropriate titles)

Page 6 of 6

Superintendent
Mary Gorsuch

Board of Trustees
Mary Polito

Jerry Fenton
Julie Stroh

Donald L. Martin
Jay West
CERTIFICATION OF BOARD MINUTES

In accordance with Federal and State laws and regulations,

Warner Unified School District

(insert Special Education Local Plan Area [SELPA]/District name)

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

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

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

Adopted this 9th day of December 20 15.

Yea: 5 Nays: 0

Signed: [Signature]

Title: [Superintendent, Secretary to the Board of Education (or use appropriate titles)]
<table>
<thead>
<tr>
<th>Federal Requirements</th>
<th>Federal Reference(s)</th>
<th>State Education Code Reference(s)</th>
<th>Signed Assurances Submitted to CDE</th>
<th>Local Policy/Procedures Submitted to CDE</th>
<th>Administrative Regulations or Procedures for implementation (held on file locally)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 FREE APPROPRIATE PUBLIC EDUCATION (FAPE)</td>
<td>20 USC § 1412 (a)(1), 34 CFR 300.34, 34 CFR 300.101, 34 CFR 300.320, 34 CFR 300.321, 34 CFR 300.322, 34 CFR 300.323, 34 CFR 300.324, 34 CFR 300.325</td>
<td>56205(a)(1), 5 CCR Chapter 3, Article 1, 3001(b)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2 FULL EDUCATIONAL OPPORTUNITY</td>
<td>20 USC § 1412 (a)(2), 48926, 56205(a)(2), 56205(c), 56345 (b)(3), 56368(b)(5)</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3 CHILD FIND</td>
<td>20 USC § 1412 (a)(3), 34 CFR 300.111, 56205(a)(3), 56301</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4 INDIVIDUALIZED EDUCATIONAL PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)</td>
<td>20 USC § 1412 (a)(4), 34 CFR 300.321, 34 CFR 300.322, 56195.7(a), 56195.8(a)(3), 56205(a)(4), 56301</td>
<td>56195.7(a), 56195.8(a)(3), 56205(a)(4)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5 LEAST RESTRICTIVE ENVIRONMENT</td>
<td>20 USC § 1412 (a)(5), 56205(a)(5), 56195.7(b), 56201, 56206, 56303, State Board Policy (10/10/1986)</td>
<td>56205(a)(5), 56195.7(b), 56201, 56206, 56303</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6 PROCEDURAL SAFEGUARDS</td>
<td>20 USC § 1412 (a)(6), 56205(a)(6), 56195.7(b), 56195.8(a)(3), 56600</td>
<td>56205(a)(6), 56195.7(b), 56195.8(a)(3)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7 EVALUATION</td>
<td>20 USC § 1412 (a)(7), 34 CFR 300.112, 56320-333, 56380(a), CCR Title 5, 3021-3029</td>
<td>56205(a)(7), 56320-333, 56380(a)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>8 CONFIDENTIALITY</td>
<td>20 USC § 1412 (a)(8), 56205(a)(8)</td>
<td>56205(a)(8)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Note: Use this template as a guide when writing to the requirements of the SED-LP-4, Elements of the Plan.
<table>
<thead>
<tr>
<th>Federal Requirements</th>
<th>Federal Reference(s)</th>
<th>State Education Code Reference(s)</th>
<th>Signed Assurances Submitted to CDE</th>
<th>Local Policy/Procedures Submitted to CDE</th>
<th>Administrative Regulations or Procedures for implementation (held on file locally)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 PART C, TRANSITION</td>
<td>20 USC § 1412 (a)(9)</td>
<td>56205(a)(9)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>56429</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>17 CCR 52140</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10 PRIVATE SCHOOLS</td>
<td>20 USC § 1412 (a)(10)</td>
<td>56205(a)(10)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>34 CFR 300.137</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12 INTERAGENCY</td>
<td>20 USC § 1412 (a)(12)</td>
<td>56195.1(e), 56195.7 (d-g)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13 GOVERNANCE</td>
<td>20 USC § 1412 (a)(13)</td>
<td>56195.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>56205(a)(12)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>14 PERSONNEL QUALIFICATIONS</td>
<td>20 USC § 1412 (a)(14)</td>
<td>56205(a)(13)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>State Board Policy 6/11/98</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>15 PERFORMANCE GOALS &amp; INDICATORS</td>
<td>20 USC § 1412 (a)(15)</td>
<td>56205(a)(14)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 PARTICIPATION IN ASSESSMENTS</td>
<td>20 USC § 1412 (a)(16)</td>
<td>56205(a)(15)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 SUPPLEMENTATION OF STATE/FEDERAL FUNDS</td>
<td>20 USC § 1412 (a)(17)</td>
<td>56205 (a)(16)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 MAINTENANCE OF EFFORT (Annual Budget Plan)</td>
<td>20 USC § 1412 (a)(18), 34 CFR 300.203</td>
<td>56205 (a)(17)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>19 PUBLIC PARTICIPATION</td>
<td>20 USC § 1412 (a)(19)</td>
<td>56205(a)(18)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>20 RULE OF CONSTRUCTION</td>
<td>20 USC § 1412 (a)(20)</td>
<td></td>
<td></td>
<td></td>
<td>FEDERAL REQUIREMENT FOR STATES ONLY</td>
</tr>
<tr>
<td>21 STATE ADVISORY PANEL</td>
<td>20 USC § 1412 (a)(21)</td>
<td>33590</td>
<td></td>
<td></td>
<td>FEDERAL REQUIREMENT FOR STATES ONLY</td>
</tr>
<tr>
<td>22 SUSPENSION/EXPULSION (See SED-LP 1)</td>
<td>20 USC § 1412 (a)(22)</td>
<td>56205(a)(19)</td>
<td>X</td>
<td>X</td>
<td>VIA CASEMIS</td>
</tr>
<tr>
<td>23 ACCESS TO INSTRUCTIONAL MATERIALS</td>
<td>20 USC § 1412 (a)(23)</td>
<td>56205(a)(20)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 OVERIDENTIFICATION AND DISPROPORTIONALITY</td>
<td>20 USC § 1412 (a)(24)</td>
<td>56205(a)(21)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 PROHIBITION ON MANDATORY MEDICINE</td>
<td>20 USC § 1412 (a)(25)</td>
<td>56205(a)(22)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26 DISTRIBUTION OF FUNDS</td>
<td>20 USC § 1411(e-f)(1-3)</td>
<td>56195.7(c)(4)</td>
<td></td>
<td></td>
<td>STATE REQUIREMENT ONLY</td>
</tr>
<tr>
<td>27 DATA</td>
<td>20 USC § 1418</td>
<td>56195.7(c)(4)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Use this template as a guide when writing to the requirements of the SED-LP-4, Elements of the Plan.
<table>
<thead>
<tr>
<th><strong>STATE REQUIREMENTS</strong></th>
<th>State Education Code Reference(s)</th>
<th>Signed Assurances Submitted to CDE</th>
<th>Local Policy/Procedures Submitted to CDE</th>
<th>Administrative Regulations or Procedures for implementation (held on file locally)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governance</td>
<td>56205 (a)(12)(A), 56205(a)(12)(D)(i-iii)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regionalized services</td>
<td>56205 (a) (12)(B), 56195.7 (c)(1-6)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verification that a Community Advisory Committee (CAC) has been established in accordance with E.C. 56190</td>
<td>56205 (a)(12)(C)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplementation of State/Federal Funds</td>
<td>56205(a)(16)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance of Financial Effort</td>
<td>56205(a)(17)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Participation</td>
<td>56205(a)(18), 56205(b)(4)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Budget Plan</td>
<td>56205(b)(1)(A-G), 56195.7(h)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Service Plan</td>
<td>56205(b)(2)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Early Education Program Description (birth-5 Yrs.)</td>
<td>56205 (b)(3)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Advisory Committee Certification (See SED-LP-2)</td>
<td>56205 (b)(6)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter Schools</td>
<td>56207.5 (a-c), 56195.1(f)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reading Literacy</td>
<td>State Board Requirement 2/99</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part C - Early Intervention Services</td>
<td>56205 (b) (3), 56429, 14 GC 95000 et seq, 17 CCR 52000-52175</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Use this template as a guide when writing to the requirements of the SED-LP-4, Elements of the Plan.
<table>
<thead>
<tr>
<th>LOCAL REQUIREMENTS</th>
<th>State Education Code Reference(s)</th>
<th>Signed Assurances Submitted to CDE</th>
<th>Local Policy/Procedures Submitted to CDE</th>
<th>Local Agreements/ Policies (held on file locally)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ALL SELPAS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determine Local Plan options based on Size and Scope</td>
<td>56195.1(a)</td>
<td>X</td>
<td></td>
<td>Agreement Policy</td>
</tr>
<tr>
<td>SELPA definition</td>
<td>56195.1(d)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractual Agreements</td>
<td>56195.1(e)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charter School Participation in Local Plans</td>
<td>56195.1(f)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developing a Local Plan</td>
<td>56195.3</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher and Parent involvement in Local Plan Development</td>
<td>56195.3(a)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperation in Planning options; intent to elect an alternative option</td>
<td>56195.3(b)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperate with County Office to assure compatibility with other local plans</td>
<td>56195.3(c)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit to the County Office for review any Local Plan developed</td>
<td>56195.3(d)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Office/District Governing Board Authority over Programs</td>
<td>56195.5(a)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision of services for pupils who reside in other districts or counties</td>
<td>56195.5(b)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinated Identification/referral/assessment/instructional planning/implementation/review</td>
<td>56195.7(a)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>56205(b)(7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>56300-56382</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 CCR 3030</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procedural Safeguards to Local Programs</td>
<td>56195.7(b)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Regionalized Services</td>
<td>56195.7(c)(1-6)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>56205(a)(12)(B)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordination with other agencies</td>
<td>56195.7(d-g)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Hospital, LCI, Agencies Juvenile Court</td>
<td>56195.7(d-g)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget for special education and related services</td>
<td>56195.7(h)(1-4)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Procedure for ongoing program review and a mechanism for correcting identified problems</td>
<td>56195.7(c)(6)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>56195.7(j)(1-3)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ALL ENTITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adoption of Polices</td>
<td>56195.8(a)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>NPS monitoring</td>
<td>56195.8(b)(1), (2)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>56205(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of class assignment at Teacher's request</td>
<td>56195.8(b)(2)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Note: Use this template as a guide when writing to the requirements of the SED-LP-4, Elements of the Plan.
<table>
<thead>
<tr>
<th>LOCAL REQUIREMENTS</th>
<th>State Education Code Reference(s)</th>
<th>Signed Assurances Submitted to CDE</th>
<th>Local Policy/Procedures Submitted to CDE</th>
<th>Local Agreements/Policies (held on file locally)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procedural Safeguards (under IDEA)</td>
<td>56195.8(b)(3)</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Transportation</td>
<td>56195.8(b)(5)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information on number of pupils being provided special education/related services</td>
<td>56195.8(b)(6)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caseloads for speech/language therapists ages (3-5)</td>
<td>56195.8(b)(7)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Involvement of District/County Governing Board members in any due process hearing procedures (* may be optional depending on the governance structure of the SELPA)</td>
<td>56195.8(c)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Education Local Plan developed and updated cooperatively by committee</td>
<td>56195.9</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(d)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialized equipment &amp; services</td>
<td>56206</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Program Transfer Plan</td>
<td>56207</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Behavioral Interventions Plans</td>
<td>56520(B)(4)</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Multi-District SELPAs Only</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Joint Powers Agreements (See Governance)</td>
<td>56195.1(b)</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>56205(a)(12)(D)(iii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision of a governance structure and any necessary administrative support to implement the plan</td>
<td>56195.1(b)(1)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(12)(D)(i-ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determination of participating agency responsibilities</td>
<td>56195.1(b)(2)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designation of a Responsible Local Agency or Administrative Unit</td>
<td>56195.1(b)(3)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of policymaking process / method of distributing funds</td>
<td>56195.7(i)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispute Resolution Process regarding distribution of funding</td>
<td>56205(b)(5)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution of State and Local Funds</td>
<td>56195</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>County Office SELPAs Only</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determination of participating agency responsibilities</td>
<td>56195.1(c)(1)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Designation of a Responsible Local Agency or Administrative Unit</td>
<td>56195.1(c)(2)</td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Note: Use this template as a guide when writing to the requirements of the SED-LP-4, Elements of the Plan.
Exhibit B

Certifications
(SED-LP-1 & 2)
Certification of Participation, Compatibility, and Compliance Assurances

SED-LP-1

1. Check one, as applicable: [ ] Single District  [ X ] Multiple District  [ ] District/County

<table>
<thead>
<tr>
<th>CDS Code / SELPA Code</th>
<th>SELPA Name</th>
<th>Application Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3703</td>
<td>North Inland SELPA</td>
<td>2/8/16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SELPA Address</th>
<th>SELPA City</th>
<th>SELPA Zip code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1710 Montecito Road</td>
<td>Ramona</td>
<td>92065</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name SELPA Director (Print)</th>
<th>SELPA Director’s Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela McNeece</td>
<td>(760) 788-4671</td>
</tr>
</tbody>
</table>

2. Certification by Agency Designated as Administrative and Fiscal Agency for this Program (Responsible Local Agency (RLA) or Administrative Unit (AU))

<table>
<thead>
<tr>
<th>RLA/AU Name</th>
<th>Name/Title of RLA Superintendent (Type)</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego County Office of Education</td>
<td>Randolph E. Ward, Ed.D., Superintendent</td>
<td>(858) 292-3500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RLA/AU Street Address</th>
<th>RLA/AU City</th>
<th>RLA/AU Zip code</th>
</tr>
</thead>
<tbody>
<tr>
<td>6401 Linda Vista Road</td>
<td>San Diego</td>
<td>92111</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Governing Board Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 15, 2015</td>
</tr>
</tbody>
</table>

3. Certification of Assurances

I certify that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 United States Code (USC) 1400 et. seq., and implementing regulations under 34 Code of Federal Regulations (CFR), Parts 300 and 303, 29 USC 705 (20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code (EC), Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Signature of RLA Superintendent

4. Certification of Compatibility by the County Superintendent of Schools

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

<table>
<thead>
<tr>
<th>County Office Name</th>
<th>Name of County Superintendent or Authorized Representative</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego County Office of Education</td>
<td>Randolph E. Ward, Ed.D.</td>
<td>Superintendent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Signature of County Superintendent or Authorized Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6401 Linda Vista Road</td>
<td></td>
<td>2/22/16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>Zip</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego</td>
<td>92111</td>
<td>(858) 292-3500</td>
</tr>
</tbody>
</table>

5. Certification of Community Advisory Committee

(See attached)

FOR DEPARTMENT OF EDUCATION USE ONLY

Recommended for Approval by the Superintendent of Public Instruction:

Date: ___________________________  By: ___________________________  Date of Approval: ___________________________
# Community Advisory Committee (CAC) Certification

<table>
<thead>
<tr>
<th>CAC signature and verification:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. that the Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the local plan pursuant to EC Section 56194;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>2. that to ensure adequate and effective participation and communication pursuant to EC 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the plan for special education;</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>3. that the plan has been reviewed by the CAC and that the committee had at least 30 days to conduct this review prior to submission of the plan to the Superintendent pursuant to EC 56205 (b)(6);</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>4. that the CAC has reviewed any revisions made to the local plan as a result of recommendations or requirements from the California Department of Education.</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

### Certification of Community Advisory Committee

<table>
<thead>
<tr>
<th>Signature of CAC Chairperson</th>
<th>Date</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meggan Lokken</td>
<td>2/5/16</td>
<td>(760) 432-2193</td>
</tr>
</tbody>
</table>

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

Elements of the Local Plan
(SED-LP-4)
# ELEMENTS OF THE LOCAL PLAN

## CHAPTER 3. ELEMENTS OF THE LOCAL PLAN

<table>
<thead>
<tr>
<th>Article 1. 1 State Requirements</th>
<th>Cross Reference</th>
<th>Page # where criteria can be located in Local Plan</th>
<th>Compliance Checklist (For CDE use)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>56205 (a)</strong> Each special education local plan area submitting a local plan to the superintendent under this part shall demonstrate, in conformity with subsection (a) of Section 1412 of, and paragraph (1) of subsection (a) of section 1413 of, Title 20 of the United States Code, that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing the following:</td>
<td>56195.1 (a)(12)(D)</td>
<td>G&amp;A pp. 1-18 Exhibit A</td>
<td></td>
</tr>
<tr>
<td><strong>56205 (a) (12) (A)</strong> A description of the governance and administration of the plan, including identification of the governing body of a multi-district plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible.</td>
<td>56195.1 (a)(12)(D)</td>
<td>G&amp;A pp. 1-8</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td><strong>56205 (a) (12) (B)</strong> A description of the regionalized operations and services listed in Section 56836.23 and the direct instructional support provided by program specialists in accordance with Section 56368 to be provided through the plan</td>
<td>G&amp;A pp. 9-10</td>
<td></td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td><strong>56205 (a) (12) (C)</strong> Verification that a community advisory committee has been established pursuant to Section 56190.</td>
<td>G&amp;A pp. 3-4</td>
<td></td>
<td>Yes ( ) No ( )</td>
</tr>
</tbody>
</table>
# ELEMENTS OF THE LOCAL PLAN

## Article 1. 1 State Requirements

### Multidistrict SELPAs

56205 (a) (12) (D) Multidistrict plans, submitted pursuant to subdivision (b) or (c) of Section 56195.1, shall do the following:

- Specify the responsibilities of each participating county office and district governing board in the policymaking process, the responsibilities of the superintendents of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the local plan.

56205 (a) (12) (D) (i)

56205 (a) (12) (D) (ii) Identifying the respective roles of the administrative unit and the administrator of the special education local plan area and the individual local education agencies within the special education local plan area in relation to the following:

56205 (a) (12) (D) (ii) (I)

56205 (a) (12) (D) (ii) (II)

56205 (a) (12) (D) (ii) (III)

56205 (a) (12) (D) (ii) (IV)

### Cross Reference

<table>
<thead>
<tr>
<th>Article 1. 1 State Requirements</th>
<th>Cross Reference</th>
<th>Page # where criteria can be located in Local Plan</th>
<th>Compliance Checklist (For CDE use)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multidistrict SELPAs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205 (a) (12) (D) Multidistrict plans, submitted pursuant to subdivision (b) or (c) of Section 56195.1, shall do the following:</td>
<td>56195.1</td>
<td>G&amp;A pp. 11-13</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (i) Specify the responsibilities of each participating county office and district governing board in the policymaking process, the responsibilities of the superintendents of each participating district and county in the implementation of the plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the local plan.</td>
<td>56195.1 (b)</td>
<td>Agreement for Personnel &amp; Fiscal Services Exhibit E pp. 1-3</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (ii) Identifying the respective roles of the administrative unit and the administrator of the special education local plan area and the individual local education agencies within the special education local plan area in relation to the following:</td>
<td>56195.1 (b)</td>
<td>Exhibit E pp. 4-5 G&amp;A p. 14</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (ii) (I) The hiring supervision, evaluation, and discipline of the administrator of the special education local plan area and staff employed by the administrative unit in support of the local plan.</td>
<td>56195.1 (b)</td>
<td>Agreement for Personnel &amp; Fiscal Services Exhibit E pp. 1-3</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (ii) (II) The allocation from the state of federal and state funds to the special education local plan area administrative unit or to local education agencies within the special education local plan area.</td>
<td>56195.1 (b)</td>
<td>Exhibit E pp. 4-5 G&amp;A p. 14</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (ii) (III) The operation of special education programs.</td>
<td>56195.1 (b)</td>
<td>Agreement for Personnel &amp; Fiscal Services Exhibit E pp. 1-3</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>56205 (a) (12) (D) (ii) (IV) Monitoring the appropriate use of federal, state, and local funds allocated for special education programs.</td>
<td>56195.1 (b)</td>
<td>Agreement for Personnel &amp; Fiscal Services Exhibit E pp. 1-3</td>
<td>Yes ( ) No ( )</td>
</tr>
</tbody>
</table>
## ELEMENTS OF THE LOCAL PLAN

### CHAPTER 3. ELEMENTS OF THE LOCAL PLAN

<table>
<thead>
<tr>
<th>Article 1. 1 State Requirements</th>
<th>Cross Reference</th>
<th>Page # where criteria can be located in Local Plan</th>
<th>Compliance Checklist (For CDE use)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>56205 (a) (12) (D) (ii)(V)</strong></td>
<td></td>
<td>Exhibit E pp. 4-5 G&amp;A p. 18</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>The preparation of program and fiscal reports required of the special education local plan area by the state.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205 (a) (13)</strong></td>
<td></td>
<td>Exhibit A</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td>Copies of joint powers agreements or contractual agreements, as appropriate, for districts and counties that elect to enter into those agreements pursuant to subdivision (b) or (c) of Section 56195.1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205 (b) (1)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each local plan submitted to the superintendent under this part shall also contain all the following:</td>
<td></td>
<td>To be submitted one year after plan is approved by CDE.</td>
<td>The due date for the Annual Budget Plan is June 30 each fiscal year.</td>
</tr>
<tr>
<td>(1) An Annual Budget Plan that shall be adopted at a public hearing held by the special education local plan area Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. The annual budget plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraph (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and Section 56195.9. The annual budget plan shall identify expected expenditures for all items required by this part which shall include, but not be limited to, the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205(b) (1) (A)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funds received in accordance with Chapter 7.2 (commencing with Section 56836).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205(b) (1) (B)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative costs of the plan.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205(b) (1) (C)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special education services to pupils with severe disabilities and low incidence disabilities.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# ELEMENTS OF THE LOCAL PLAN

<table>
<thead>
<tr>
<th>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</th>
<th>Cross Reference</th>
<th>Page # where criteria can be located in Local Plan</th>
<th>Compliance Checklist (For CDE use)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1. 1 State Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(b) (1) (D) Special education services to pupils with nonsevere disabilities.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(b) (1) (E) Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(b) (1) (F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56205(b) (1) (G) The use of property taxes allocated to the special education local plan area pursuant to Section 2572.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Elements of the Local Plan

## Chapter 3. Elements of the Local Plan

<table>
<thead>
<tr>
<th>Article 1. 1 State Requirements</th>
<th>Cross Reference</th>
<th>Page # Where Criteria Can Be Located in Local Plan</th>
<th>Compliance Checklist (For CDE Use)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>56205 (b) (2)</strong> An Annual Service Plan shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school district in the special education local plan area at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) and paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and with Section 56195.9. The annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices or education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.</td>
<td>G&amp;A pp. 18</td>
<td>To be submitted one year after plan is approved by CDE.</td>
<td>The due date for the Annual Service Plan is June 30 each fiscal year.</td>
</tr>
</tbody>
</table>

56205 (b) (3) A description of programs for early childhood special education from birth through five years of age.  

56205 (b) (4) A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the governing body or individual.
## ELEMENTS OF THE LOCAL PLAN

<table>
<thead>
<tr>
<th>CHAPTER 3. ELEMENTS OF THE LOCAL PLAN</th>
<th>Cross Reference</th>
<th>Page # where criteria can be located in Local Plan</th>
<th>Compliance Checklist (For CDE use)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Article 1. 1 State Requirements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>56205 (b) (5)</strong> A description of a dispute resolution process, including mediation and final binding arbitration to resolve disputes over the distribution of funding, the responsibilities for service provision, and the other governance activities specified within the plan.</td>
<td></td>
<td>G&amp;A p. 18</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td><strong>56207.5</strong> A request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a local educational agency in a special education local plan area, the following requirements shall apply:</td>
<td></td>
<td>G&amp;A p. 16</td>
<td></td>
</tr>
<tr>
<td><strong>56207.5 (a)</strong> The special education local plan area shall comply with Section 56140.</td>
<td></td>
<td>G&amp;A pp. 17-18</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td><strong>56207.5 (b)</strong> The charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (i ) of Section 56195.7 or Section 56836.05 in the same manner as other local educational agencies of the special education local plan area.</td>
<td>56195.1 (f) 56203</td>
<td>G&amp;A pp. 16</td>
<td>Yes ( ) No ( )</td>
</tr>
<tr>
<td><strong>56207.5 (c)</strong> The charter school shall participate in governance of the special education local plan area in the same manner as other local educational agencies of the special education local plan area.</td>
<td>56195.1 (f) 56203</td>
<td>G&amp;A p. 16</td>
<td>Yes ( ) No ( )</td>
</tr>
</tbody>
</table>
Exhibit D

Local Interagency Agreement
LOCAL INTERAGENCY AGREEMENT

BETWEEN

SAN DIEGO REGIONAL CENTER
FOR THE DEVELOPMENTALLY DISABLED

AND

SAN DIEGO AND IMPERIAL COUNTY
SPECIAL EDUCATION LOCAL PLAN AREAS

SUPERINTENDENT OF SCHOOLS
SAN DIEGO COUNTY OFFICE OF EDUCATION

AND

SUPERINTENDENT OF SCHOOLS
IMPERIAL COUNTY OFFICE OF EDUCATION

May 2011
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED

By (Authorized Signature)

Name & Title (Type or Print)

Date

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By (Authorized Signature)

LORA L. DUZYK

Name & Title (Type or Print)

ASSISTANT SUPERINTENDENT

Date

EAST COUNTY SELPA

By (Authorized Signature)

Ernie Anastos, Superintendent

Name & Title (Type or Print)

Date

NORTH COASTAL SELPA

By (Authorized Signature)

Justin Cunningham

Chair, NCCSE

Name & Title (Type or Print)

Date

NORTH, INLAND SELPA

By (Authorized Signature)

Robert Graeff, Superintendent - Council Chair

Name & Title (Type or Print)

Date

SOUTH COUNTY SELPA

By (Authorized Signature)

Chris Oram Ed.D.

Name & Title (Type or Print)

Superintendents' Council Chair

Date

POWAY UNIFIED SCHOOL DISTRICT

By (Authorized Signature)

John P. Collins, Superintendent

Name & Title (Type or Print)

Date

LEGALITY AND FORM APPROVED

PATRICK D. FROST, Assistant General Counsel
San Diego Unified School District

Approved in public meeting of the Board of Education of the San Diego Unified School District on 1/28/12

Cheryl Ward, Board Action Officer
SAN DIEGO REGIONAL CENTER
LOCAL INTERAGENCY AGREEMENT

CONTENTS

Preface
Agreement Approval ......................................................................................................................... i
Acknowledgments .......................................................................................................................... ii
Task Force Members ....................................................................................................................... ii
Purpose and Scope of this Agreement ........................................................................................ iii
Interagency Dispute Resolution ................................................................................................... iv
Evaluation of Plan ........................................................................................................................ iv
Review of Interagency Agreement ................................................................................................ v

Agreements
A. Exchange of Agency Information .......................................................................................... 1
B. Child Find/Case Finding ......................................................................................................... 3
C. Evaluations .............................................................................................................................. 4
D. Individualized Education Program/Individual Program Plan ..................................................... 6
E. Related Services ....................................................................................................................... 8
F. Infants, Birth until Three ........................................................................................................... 9
G. Preschool, Ages Three through Five ....................................................................................... 10
H. Consumer/Pupil Relocation .................................................................................................... 11
I. Due Process/Procedural Safeguards ......................................................................................... 15
J. Administration ......................................................................................................................... 16
K. Specialized Equipment ............................................................................................................ 18
L. Transition ................................................................................................................................. 19

Appendixes
Appendix 1 Map of San Diego and Imperial County SELPAs ..................................................... 22
Appendix 2 District Membership List by SELPA ........................................................................ 23
Appendix 3 Regional Center Directory ....................................................................................... 25
Appendix 4 Eligibility Criteria for Special Education .................................................................. 26
Appendix 5 Eligibility for Regional Center Services ..................................................................... 33
Appendix 6 Definition of School Age Eligibility from Education Code 56026 ............................... 34
Appendix 7 IEP/IPP Developmental Process Chart ..................................................................... 36
Appendix 8 Notification of Placement of Individual with Exceptional Needs in Licensed Children’s Institution Including Foster Homes .................................................. 37
Appendix 9 Regional Center Guidelines for Notifying SELPAs Prior to Placement ..................... 38
Appendix 10 Sample Form: Appointment of Educational Representative .................................... 39
Appendix 11 Education Parent Rights .......................................................................................... 40
Appendix 12 SDRC Resident Rights ............................................................................................ 53
Appendix 13 Education Flow Chart of the Uniform Complaint Process
   Due Process Hearing Timelines Complaint Procedure ................................................................ 55
Appendix 14 San Diego Regional Center Appeal Procedure ....................................................... 57

Definitions ...................................................................................................................................... 67
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed such parties acting by their representatives being thereunto duly authorized.

<table>
<thead>
<tr>
<th>SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED</th>
<th>SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Name &amp; Title (Type or Print)</td>
<td>Name &amp; Title (Type or Print)</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>IMPERIAL COUNTY SUPERINTENDENT OF SCHOOLS</th>
<th>EAST COUNTY SELPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Name &amp; Title (Type or Print)</td>
<td>Name &amp; Title (Type or Print)</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NORTH COASTAL SELPA</th>
<th>NORTH INLAND SELPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Name &amp; Title (Type or Print)</td>
<td>Name &amp; Title (Type or Print)</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SOUTH COUNTY SELPA</th>
<th>POWAY UNIFIED SCHOOL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td>By (Authorized Signature)</td>
</tr>
<tr>
<td>Name &amp; Title (Type or Print)</td>
<td>Name &amp; Title (Type or Print)</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SAN DIEGO UNIFIED SCHOOL DISTRICT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title (Type or Print)</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
ACKNOWLEDGMENTS

This revision of the Interagency Agreement was completed as a result of many hours of intense discussion, draft versions and input from many representatives of the San Diego Regional Center serving San Diego and Imperial Counties and from the San Diego County Office of Education, the Imperial County Office of Education, the seven SELPAs and individual school districts in the two county area. All individuals gave of their time and energy to improve the efficiency and quality of services to the children and young adults served by both agencies.

TASK FORCE MEMBERS

Regional Center Representatives

Ron Plotkin, PhD., Director of Special Projects
Nina Garrett, Associate Director, Case Management Services

Education Representatives

Carolyn Nunes, Senior Director, Special Education Services
San Diego County Office of Education, Co-chairperson
Susan Bobbitt-Voth, Senior Director, North Inland SELPA
Sheila Weinberg, Senior Director, South County SELPA
Tim Glover, Director, East County SELPA
Heather Zumbahlen, Program Specialist, East County SELPA
Susan Martinez, Director, San Diego Unified School District
Theresa Kurtz, Director, Poway Unified School District
Gayle Patterson, Program Specialist, North Coastal SELPA
Kurt Leptich, Director, Imperial County Office of Education
PURPOSE AND SCOPE OF THIS AGREEMENT

This agreement is between the San Diego Regional Center for the Developmentally Disabled (SDRC) and public school districts in the Special Education Local Plan Areas (SELPAs), San Diego County Office of Education (SDCOE) and Imperial County Office of Education (ICOE). This agreement is for individuals requiring special education services via the IEP process from three to age twenty-two.

The purpose of this agreement is to provide local guidelines and working procedures for the staffs of the public education agencies of San Diego and Imperial counties and the San Diego Regional Center for the implementation of the state interagency agreement. The agreement developed by the California Department of Education, Special Education Division, and the California Department of Developmental Services, Community Operations Branch (Regional Centers), covers state-level commitments by the respective agencies to provide both education and program services to eligible individuals with disabilities. Both the California Department of Education and the California Department of Developmental Services must be accountable for the effective use of all monies allocated by the California legislature. Neither agency may supplant the budget of any other agency that receives public funds and has the legal responsibility for providing specific services to eligible individuals with disabilities.

It is the intent of this local interagency agreement to:

1. Identify each agency's responsibility to the eligible individuals with disabilities, including which services are to be provided by each agency.

2. Delineate the fiscal responsibility of each agency to provide services to eligible individuals with disabilities.

3. Establish joint planning at the local level to ensure that resources will be utilized in the most effective manner.

4. Establish and maintain channels of communication between the agencies at the local level.

5. Ensure that each agency conforms to legislative mandates and intents.

6. Establish a process to resolve disputes beginning at the lowest local level possible.

7. Ensure the recognition and respect for the advocacy role of each agency in the identification and delivery of a free appropriate public education.
INTERAGENCY DISPUTE RESOLUTION

San Diego Regional Center (SDRC) and the LEAs believe that problems should be resolved at the lowest local level possible. LEA representatives and SDRC staff are encouraged to contact the appropriate supervisor(s) if concerns arise so that problems can be resolved quickly and avoid interagency disputes if possible. All parties agree to work in a cooperative, timely manner to achieve resolution of any interagency dispute that may arise.

The following step-by-step procedures will be utilized.

1. If there is a disagreement between the line staff of the SDRC/LEA agencies, the involved parties and their supervisors will meet to resolve the issues within 10 working days.

2. If issues cannot be resolved in step 1, the SDRC/LEA administrators of the staff involved in the dispute will clarify the issues in writing and attempt to resolve the issues through discussion within the next 10 working days.

3. If the issues remain unresolved, a panel of at least two representatives from each agency will review the issues in dispute and make recommendations for resolution within the next 10 working days.

4. After steps 1 through 3 have been exhausted, SDRC and the LEA may; a) request mediation/facilitation from other resources with the cost to be shared equally between the agencies; or b) request technical assistance in writing from Department of Developmental Services (DDS) and California Department of Education (CDE). This step should be completed within the next 20 working days.

5. If resolution cannot be reached through mediation/facilitation, or if agencies agree to a state-level review in lieu of local mediation or technical assistance, the issue will be jointly referred by the SDRC and the LEA in writing to DDS and CDE for a state-level review and resolution.

Evaluation of the Plan

The effectiveness of this Interagency Agreement will be reviewed on an annual basis by a committee comprised of Regional Center representatives, SELPA directors and local education agencies. This review shall include an analysis of such data as complaints, due process, evaluations of joint staff development, and other items deemed appropriate. An annual plan will be developed to address any identified needs.

In addition to the analysis included above, the representative committee, on an annual basis, shall review the prior year joint planning objectives with each SELPA region and develop planning objectives for the next year.
REVIEW OF INTERAGENCY AGREEMENT

This agreement will be reviewed triennially or as the need arises upon request of the agencies ratifying this agreement. The agency requesting a review shall specify the reasons for such review in writing to all the participating agencies. Any interested parties may submit recommendations for review to their representative agency.

No additions, deletions or modifications may be made to this agreement without the joint written approval of the participating agencies of the agreement. This document shall be revised as necessary to conform to changes in federal and state legislation. Liaison persons designated by the San Diego County Office of Education, Student Services Division, and/or Imperial County SELPA Office and San Diego Regional Center will initiate triennial review procedures and facilitate requests for interim revisions. Upon revisions/renewal of the interagency agreement inservice meetings will be jointly planned and conducted to in a timely manner disseminate this agreement and to enhance interagency communication.

This document is in effect until replaced by a revised interagency agreement by all participating agencies.
REGIONAL CENTER AND EDUCATIONAL AGENCIES AGREEMENT

A. EXCHANGE OF AGENCY INFORMATION: The Local Educational Agencies (LEAs) and Regional Center shall facilitate the exchange of information between agencies.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. By October 1 of each year, the San Diego County Office of Education (SDCOE) Special Education Services and Imperial County SELPA shall provide San Diego Regional Center (SDRC) with the names and addresses of the SELPA administrators in the seven Special Education Local Plan Areas and a list of school district special education administrators.

2. The SDCOE shall disseminate to SELPA administrator’s copies of the information received from the SDRC.

APPENDIX 1 and 2: SAN DIEGO COUNTY AND IMPERIAL COUNTY MAPS OF SELPAs WITH DIRECTORY LISTINGS TO BE ANNUALLY PROVIDED TO EACH AGENCY

3. By January 15 of each year, representatives of the SDCOE and Imperial County SELPA shall disseminate to SDRC liaison person(s) changes in general policies, laws and regulations, as appropriate.

1. By October 1 of each year San Diego Regional Center will designate to the SDCOE Special Education Services and Imperial County SELPA the SDRC representative, who will serve as the liaison person for facilitating interactions with local educational agencies, along with their geographic assignments. A list of personnel contacts in Regional Center branch offices shall also be provided.

2. The SDRC liaison person(s) shall disseminate to appropriate Regional Center staff copies of information received from education agencies.

REFER TO APPENDIX 1 and 2

3. By January 15 of each year, SDRC liaison person(s) shall disseminate general agency information to SDCOE and each of the seven SELPAs for distribution to school districts.
**REGIONAL CENTER AND EDUCATIONAL AGENCIES AGREEMENT**

**A. EXCHANGE OF AGENCY INFORMATION:** The LEAs and Regional Center shall facilitate the exchange of information between agencies. (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

- a. Each SELPA/district shall exchange with SDRC representative(s) in their geographic area:
  1. Special education eligibility criteria and program information.
  2. District contact person(s) available to discuss program eligibility and referrals for special education services.

- b. Each SELPA director will contact the SDRC representative to schedule a meeting between the district special education directors and the SDRC program managers by SELPA as needed.

- a. The SDRC representative(s) shall arrange for exchange of information with SELPAs/district in their geographic area:
  1. Developmental disability (definition)
  2. Services provided
  3. Referral system

- b. The SDRC representative will collaborate with each SELPA director to schedule a meeting between the district special education directors and the SDRC program managers by SELPA as needed.

**APPENDIX 4 CONTAINS STATE AND FEDERAL ELIGIBILITY CRITERIA FOR SPECIAL EDUCATION**

**APPENDIX 5 ELIGIBILITY FOR REGIONAL CENTER SERVICES**
B. CHILD FIND/CASE FINDING: The LEAs and Regional Center shall work cooperatively to meet their respective child find/case finding requirements.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. At the time of initial evaluation, or when the LEA suspects that a child is eligible for Regional Center services, the LEA shall provide to parents information concerning the SDRC. This includes the name and phone number of the SDRC Intake Unit for assessment and/or evaluation and other program information.

2. If a parent needs assistance in making a referral, the district shall obtain permission to exchange information with SDRC and prepare a referral packet that contains:

   a. Current psycho-educational evaluation reports
   b. Individualized Education Program (IEP) documents and any other independent evaluations which may be available (including any medical reports)
   c. Developmental history, if available
   d. Information regarding other agency providers, as appropriate

APPENDIX 6 EDUCATION CODE SECTION 56026 RE. Definition of School Age Eligibility from Education from Ed Code 56026.

1. SDRC shall provide to parents, information concerning the local education agency (district/SELPA/SDCOE). This may include a contact person, telephone number and program information.

2. SDRC shall assist families in initiating a referral of all potentially eligible children, ages 3-21 years, to the school district of residence (or its designee, for special education assessment and program planning).

3. SDRC will provide LEA’s with SDRC Intake Unit information, to include the name and telephone number of the SDRC Intake Unit for assessment and/or evaluation and other program information.

APPENDIX 6 EDUCATION CODE SECTION 56026 RE. Definition of School Age Eligibility from Ed Code 56026.

NOTE: EXCHANGE OF PERSONALLY IDENTIFIABLE INFORMATION IS BASED ON EACH AGENCY ANNUALLY OBTAINING A SIGNED RELEASE OF INFORMATION
C. EVALUATIONS: The LEAs and Regional Center shall have benefit of appropriate evaluations to develop the Individualized Education Program/Individual Program Plan (IEP/IPP).

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. REFER TO THE MOST RECENT LOCAL INTERAGENCY AGREEMENT BETWEEN SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED AND SAN DIEGO COUNTY SPECIAL EDUCATION LOCAL PLAN AREAS AND SUPERINTENDENT OF SCHOOLS, SAN DIEGO COUNTY OFFICE OF EDUCATION FOR CALIFORNIA EARLY START PROGRAM (BIRTH TO THREE YEARS) AND THE IMPERIAL COUNTY OFFICE OF EDUCATION.

2. The school district of residence or its designee shall be responsible for providing educational evaluation, as appropriate, to determine eligibility for special education services and to develop the Individualized Education Program (IEP).

1. REFER TO THE MOST RECENT LOCAL INTERAGENCY AGREEMENT BETWEEN SAN DIEGO REGIONAL CENTER FOR THE DEVELOPMENTALLY DISABLED AND SAN DIEGO COUNTY SPECIAL EDUCATION LOCAL PLAN AREAS AND SUPERINTENDENT OF SCHOOLS, SAN DIEGO COUNTY OFFICE OF EDUCATION FOR CALIFORNIA EARLY START PROGRAM (BIRTH TO THREE YEARS) AND THE IMPERIAL COUNTY OFFICE OF EDUCATION.

2. SDRC shall provide necessary assessment for completion of Regional Center consumer’s Data Base for:
   a. Diagnosis
      1) Social assessment
      2) Medical assessment
      3) Psychological/developmental assessment
   b. Determination of eligibility for SDRC services
   c. Development of the Individual Program Plan (IPP)
C. EVALUATIONS: The LEAs and Regional Center shall have benefit of appropriate evaluations to develop the Individualized Education Program/Individual Program Plan (IEP/IPP). (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

3. The LEA evaluation reports and/or school staff reports shall include only general recommendations regarding eligibility for services and areas of need and will not recommend specific programs/classes, services or methodologies to be provided by SDRC.

4. With written parental consent, the LEA shall request any relevant Regional Center evaluation information when developing an assessment plan for children with developmental disabilities in order to coordinate evaluation and avoid duplication.

5. With written parental consent, the LEA shall provide any requested relevant evaluation information that the LEA has generated to the SDRC in a timely fashion.

APPENDIX 6 CONTAINS STATE AND FEDERAL ELIGIBILITY CRITERIA FOR SPECIAL EDUCATION

APPENDIX 2 SCHOOL DISTRICT CONTACT LIST USED TO REQUEST PUPIL RECORDS

APPENDIX 5 CONTAINS ELIGIBILITY CRITERIA FOR REGIONAL CENTER SERVICES

APPENDIX 3 ADDRESSES OF SDRC REGIONAL OFFICES (with summary of geographic areas served) TO BE USED TO REQUEST RECORDS
### REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

#### D. INDIVIDUALIZED EDUCATION PROGRAM/INDIVIDUAL PROGRAM PLAN (IEP/IPP)

The LEAs and Regional Center should have the benefit of cooperative planning and programming.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. With written parent/guardian consent, the LEA will invite a Regional Center representative to attend the student’s IEP meeting.

   REFER TO SECTION C.1.

   **APPENDIX 7 IEP/IPP PROCESS**

2. With written parent/guardian consent, the LEA representative (teacher, program specialist or other designee) may contact the Regional Center Services Coordinator prior to the IEP/IPP meeting to discuss service issues and options to be determined by the IEP/ITP.

3. The IEP Team shall identify the special education and related service needs of the student. With written parent/guardian consent, a copy of the current IEP shall be sent to the SDRC.

4. The LEA shall be responsible for assuring that all special education and related services are provided as identified in the IEP, either by direct provision or through interagency agreements.

1. With written parent/guardian consent, a representative of the LEA will be invited to attend the consumer’s IPP meeting.

   REFER TO SECTION C.1.

   **APPENDIX 7 IEP/IPP PROCESS**

2. With written parent/guardian consent, a representative of the SDRC will contact the LEA representative (teacher, program specialist or designee) prior to the IPP meeting to discuss IPP issues.

3. The IPP Team shall develop and implement the Individual Program Plan, of which the IEP will be the educational component. With written parental consent, a copy of the current IPP shall be sent to the local educational agency.

4. SDRC shall be responsible for securing identified services specified in the IPP, but not included in the IEP, either through direct provision or interagency agreements.
REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

D. INDIVIDUALIZED EDUCATION PROGRAM/INDIVIDUAL PROGRAM PLAN (IEP/IPP): The LEAs and Regional Center should have the benefit of cooperative planning and programming. (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

5. The LEA shall assist families in identifying activities that interface Regional Center services with LEA calendars including extended year schedules.

6. Through the expanded IEP process, the LEA shall determine the educationally related mental health needs of the student through joint agreement with County Mental Health.

7. The LEA IEP team shall make only general recommendations regarding SDRC programs and will not recommend specific programs, services or methodologies to be provided by SDRC.

5. SDRC shall assist families in identifying activities that interface with LEA calendars, including extended school year schedules.

6. The Individual Program Plan (IPP) will include, if applicable, IEP educationally related mental health services.

7. The SDRC IPP team shall make only general recommendations regarding LEA programs and will not recommend specific programs, services or methodologies to be provided by the LEA.
E. RELATED SERVICES: Individuals birth to twenty-two years who are served by LEAs and Regional Center shall receive related services which are necessary and appropriate.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego &amp; Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEAs shall provide related services, at no cost to the parent, that are needed to assist eligible individuals to benefit from specially designed instruction as indicated in the IEP.

2. The LEAs shall work cooperatively with the family, Regional Center and other agencies to ensure that the student has access to related services as indicated in the IEP.

1. San Diego Regional Center shall obtain/purchase services, under established rates and requirements, when included in the IPP and there are no other resources to provide them.

2. San Diego Regional Center shall work cooperatively with the family, school and other agencies to ensure the consumer has access to services as indicated in the IPP.
## REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

### F. INFANTS, BIRTH UNTIL THREE: Eligible infants and/or parent(s) who are served by LEAs and Regional Center should have the benefit of cooperative evaluation, assessment planning and programming which shall maximize use of available disciplines in each of the participating agencies to assure nonduplication of evaluation and facilitate entry of infant and parent into appropriate services.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEA shall provide appropriate referral, evaluation and/or direct services as determined by state and local interagency agreements. There is a separate interagency agreement for services to infants via a multi-agency Individualized Family Service Plan (IFSP) process.

2. To facilitate the transition of toddlers receiving educational service through California Early Start by age 3 years, the LEA infant program staff will coordinate transition activities with the child’s LEA of residence and SDRC by the time the child is 2 years 6 months. This collaboration will facilitate a smooth transition for the child and family.

3. To facilitate the transition of California Early Start children serviced by SDRC, the LEA of residence will receive notification from SDRC prior to the child’s age of 2 years 7 months and will be invited to and attend a Transition meeting scheduled by SDRC before the child is 2 years 9 months of age.

1. SDRC shall provide appropriate referral, evaluation assessment and/or direct services as determined by state and local interagency agreements. There is a separate interagency agreement for California Early Start services to infants and toddlers via a multi-agency Individualized Family Service Plan (IFSP) process.

2. To facilitate the transition of toddlers from California Early Start services at age 3 years, the SDRC staff will coordinate transition activities with the child’s LEA of residence by the time the child is 2 years 6 months. This collaboration will facilitate a smooth transition for the child and family.

3. To facilitate the transition of California Early Start children served by SDRC in private vendored infant programs, SDRC will notify the LEA of residence prior to the child’s age of 2 years 7 months for consideration of special education conference scheduled by SDRC before the child is 2 years 9 month of age.
**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**G. PRESCHOOL, AGES THREE THROUGH FIVE, INCLUSIVE:** The preschool child served by LEAs and Regional Center shall have the benefit of cooperative planning.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Schools of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The special education representative for the LEA/SELPA of residence shall assist families of preschool pupils in initiating a referral to the San Diego Regional Center to determine regional center eligibility.

2. Special Education Administrator or designee shall, for Regional Center consumers three to five years who do not meet CDE criteria as individuals with disabilities, refer to public preschool programs such as Head Start, State Preschool or Child Development Programs.

1. San Diego Regional Center shall refer, with parental or legally authorized representative’s, written consent, parents with children of preschoolers who are suspected of having disabilities to the LEA of residence for educational evaluation to determine eligibility for special education. When necessary, staff will assist the parent in completing the referral process. Also, SDRC will contact families to initiate the referral process upon request by the LEA/SELPA of residence.

2. San Diego Regional Center staff shall, for regional center consumers three through five years of age who do not meet the California Department of Education criteria as individuals with disabilities, refer to public preschool programs such as Head Start, State Preschool or Child Development Programs.

REFER TO APPENDIX 3 SDRC Direct Extension Directory
REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

H. CONSUMER/PUPIL RELOCATION: Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEA shall participate in long-range planning with the Regional Center on an annual basis to provide for education needs of pupils/consumers who may be returned to the area of their parents' residence.

   a. The LEA shall inform SDRC and parents/guardians about enrollment in educational programs/services and, when necessary, assist in the coordination of activities relative to location or relocation of Regional Center consumers enrolled in an LEA program.

   b. San Diego County Office of Education (SDCOE) Special Education Department, will annually invite Regional Center Coordinator of Education Services) to a meeting of the seven (7) SELPA Administrators, including Imperial County SELPA, to discuss the status of plans to locate or relocate Regional Center consumers in residential facilities and the status of educational programming.

1. San Diego Regional Center shall participate in long-range planning on an annual basis with the LEA/ SELPA to provide for educational needs of pupils/consumers who may be returned to the area of their parents' residence.

   a. San Diego Regional Center shall periodically send to the SDCOE, Special Education Section, for dissemination to SELPAs in San Diego and Imperial counties, information on licensed facilities which may impact LEAs.

   b. San Diego Regional Center will notify involved LEAs regarding proposed new residential facilities and the potential special education needs of the residents.
REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

H. CONSUMER/PUPIL RELOCATION: Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>
| 2. Upon notification of pending relocation, the LEA shall assist in the identification of the availability of the appropriate special education instruction and services for the pupils/consumers within the proposed area of relocation. | 2. When proposing to relocate consumers/pupils, SDRC shall notify and request the assistance of the special education administrator of the LEA of residence, SELPA or county office in identifying the availability of the appropriate special education instruction and services prior to effecting the relocation.  
   a. Regional Center shall consider the availability of programs meeting the consumer's/pupil's educational needs when making relocation decisions.  
b. Regional Center will invite appropriate educational representatives to contingency planning meetings related to relocation of pupils due to closure of residential facilities. |
| 3. Upon referral by parent or legal representative, the LEA shall ensure evaluation, determine eligibility for special education services, and notify Regional Center of program operation if it is other than the LEA of residence. | 3. San Diego Regional Center shall give notification to the school district of residence prior to location or relocation of a specific pupil requiring an educational program with tentative entry date into residence. |
| 4. The LEA shall receive and utilize Regional Center notifications as appropriate. | 4. At the time of consumer/pupil placement, SDRC shall identify for the LEA the individual with educational signing rights. |
H. CONSUMER/PUPIL RELOCATION: Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

APPENDIX 8 NOTIFICATION OF PLACEMENT OF INDIVIDUAL WITH DISABILITIES IN LICENSED CHILDREN’S INSTITUTION INCLUDING FOSTER HOME (SDRC No. 113)

APPENDIX 9 REGIONAL CENTER GUIDELINES FOR NOTIFYING SELPAs PRIOR TO PLACEMENT

APPENDIX 10 APPOINTMENT OF EDUCATIONAL REPRESENTATIVE - SAMPLES

5. The LEA shall be responsible for education costs of a certified nonpublic, nonsectarian school when the placement is jointly determined and is necessary to implement both the Individualized Education Program (IEP) and the Individual Program Plan (IPP).

5. Regional Center shall be responsible for the approved residential and noneducational costs when the placement is jointly determined and is necessary to implement both the Individualized Education Program (IEP) and the Individual Program Plan (IPP).
H. CONSUMER/PUPIL RELOCATION: Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil. (Continued)

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

6. The LEA shall be responsible for special education instruction and services as well as the residential and other noneducational costs, when the placement in a certified nonpublic, nonsectarian residential school is made solely for the purpose of implementing the requirements of the individualized education program.

6. In accordance with least restrictive environment (LRE) implementation, SDRC shall only place in a residential facility, which does not require attendance in a nonpublic school (NPS) as a criterion for placement.

Regional Center shall be responsible for residential costs and other noneducational costs in accordance with the Schedule of Maximum Allowance of a state certified nonpublic, nonsectarian school when placing a consumer in a residential facility for purposes other than identified educational needs.

a. This provision applies when cooperative efforts for joint planning with mutual responsibility cannot occur.

a. This provision applies when cooperative efforts for joint planning with mutual responsibility cannot occur.

b. This provision does not apply to residential placement unilaterally made by parents or other agencies.

b. This provision does not apply to residential placements unilaterally made by parents or other agencies.
## REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

### I. DUE PROCESS/PROCEDURAL SAFEGUARDS:

Individuals birth to twenty-two years served by the LEAs and Regional Center shall be afforded individual rights and protection as required by federal and state statutes.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEA shall comply with all procedural safeguards and due process guarantees pursuant to Individuals with Disabilities Education Act (I.D.E.A.), Education Code Sections 56507 and California Code of Regulations, Title 5, Section 3080-3082.

1. San Diego Regional Center shall comply with all procedural safeguards and due process guarantees pursuant to the Welfare and Institution Code Sections 4700 et seq. and California Code of Regulations, Title 17, Section 50540.

APPENDIX 11  SPECIAL EDUCATION RIGHTS OF PARENTS AND CHILDREN

APPENDIX 12  SDRC RESIDENT RIGHTS FORM

APPENDIX 13a  CDE COMPLAINT PROCESS TIMELINE

APPENDIX 14  SAN DIEGO REGIONAL CENTER APPEAL PROCEDURE

APPENDIX 13b  DUE PROCESS HEARING TIMELINE
**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**J. ADMINISTRATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative agreements between the state and local education and regional center staff.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEA shall cooperatively plan and participate in a joint countywide meeting disseminating this agreement.

2. The LEA shall work cooperatively with San Diego Regional Center to implement this local agreement and shall, when appropriate, coordinate with other existing local agreements.

3. San Diego Regional Center personnel shall be notified, as appropriate, of staff development activities. The San Diego County Office of Education, Special Education Department and Imperial County SELPA will each designate a liaison person to facilitate joint planning and coordination of staff development when indicated.

4. The LEA shall accommodate appropriate requests by San Diego Regional Center personnel for school visitation for a specifically identified purpose in accordance with district policy.

1. San Diego Regional Center shall cooperatively plan and participate in a joint countywide meeting disseminating this agreement.

2. San Diego Regional Center shall work cooperatively with the LEA to implement this local agreement and shall, when appropriate, coordinate with other local agreements in existence.

3. The LEA & San Diego Regional Center staff shall be notified, as appropriate, of staff development training. The San Diego Regional Center will designate a liaison person to facilitate joint planning and coordination of staff development when indicated.

4. Prior to any school site visitation or observation, San Diego Regional Center staff and vendors shall make prior contact with appropriate district special education administrator or designee to arrange on-site visitation and specify the purpose of the contact. The LEA special education administrator or designee will inform the site administrator regarding the specifics of the visit. Visitations will comply with district policy.
**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**J. ADMINISTRATION:** Individuals birth to twenty-two years served by the LEAs and Regional Center shall have the benefit of cooperative agreements between the LEA and Regional Center.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

5. The education agencies and San Diego Regional Center will disseminate information regarding this agreement. Wherever needed, geographic/regional follow-up meetings coordinated by the designated liaisons will be encouraged to address specific needs.

5. The education agencies and San Diego Regional Center will disseminate information regarding this agreement. Wherever needed, geographic/regional follow-up meetings coordinated by the designated liaisons will be encouraged to address specific needs.
K. SPECIALIZED EQUIPMENT: Individuals birth to twenty-two years served by LEAs and Regional Center shall have the right to appropriate specialized equipment.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Schools of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. The LEA may provide specialized equipment for the use of individuals enrolled in an education program. With the exception of equipment purchased with "Low Incidence Disability (LID) funds", such equipment is not for the exclusive use by any one individual with disabilities at the school site.

2. As appropriate, the LEA shall interface with other existing local agreements and cooperate with other local resources.

   The LEA and Regional Center shall coordinate as appropriate, the assessment and purchase of specialized equipment and facilitate their use of it.

3. The IEP team, with appropriate input from Regional Center representatives, shall identify which specialized equipment is to be used exclusively within the school setting, which equipment may also be used in the home and which equipment purchased by Regional Center, pursuant to an IPP, shall be shared in the home or school setting.

1. San Diego Regional Center shall work cooperatively with the school, family and other agencies to assure that the consumer has access to specialized equipment as indicated in the IPP. SDRC shall purchase equipment within budgetary limitations when it is part of the IPP and there is no other resource to provide it.

2. As appropriate, SDRC shall interface with other existing local agreements and cooperate with other local resources.

   The LEA and Regional Center shall coordinate as appropriate, the assessment and purchase of specialized equipment and facilitate its use.

3. The IPP team, with appropriate input from education representatives, shall identify which specialized equipment is to be used exclusively within the home setting and which equipment may also be used in the school setting.
**REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT**

**L. TRANSITION:** Individuals birth to twenty-two years served by LEAs and Regional Center shall have the benefit of transition planning to adult programs.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

1. LEAs will initiate and conduct transition information meetings for parents, providers and students.

2. LEAs will invite Regional Center representatives to staff inservices regarding transition issues.

3. To the extent required by law, an Individualized Transition Plan will be developed at IEP meetings or subsequent meetings for students in special education programs beginning with a transition plan by age 16 or sooner if requested. The Individualized Transition Plan will be designed to be within a result-oriented process that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child’s movement from school to post-school activities.

4. The LEA will coordinate the content of the IEP with the IPP.

5. During the final two years of a student's enrollment in a special education program, the LEA will invite Regional Center representative(s) and adult program providers to IEP/ITP meetings with written parent/guardian consent.

1. San Diego Regional Center may provide support personnel and resources to facilitate student/parent transition needs at school-sponsored meeting(s).

2. San Diego Regional Center will support the participation of representatives at LEA staff inservices on transition issues.

3. San Diego Regional Center will ensure attendance of Regional Center staff at initial IEP/ITP meetings and follow up with students, parents and teachers on transition issues.

4. San Diego Regional Center will coordinate the content of the IPP with the IEP.

5. During the final two years of a student's enrollment in a special education program, SDRC will ensure the presence of a Regional Center representative at IEP/ITP meetings.
### REGIONAL CENTER AND EDUCATION AGENCIES AGREEMENT

#### L. TRANSITION:
Individuals birth to twenty-two years who are served by LEAs and Regional Center shall have the benefit of transition planning to adult programs.

<table>
<thead>
<tr>
<th>Education</th>
<th>Regional Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEAs of San Diego and Imperial Counties</td>
<td>San Diego Regional Center</td>
</tr>
</tbody>
</table>

6. By November 1 of each school year, districts will provide SDRC with the estimated number of students anticipated to complete their education during the next two years.

7. A Summary of Performance which includes a summary of students’ academic and functional performance including recommendations on how to assist them in meeting their post-secondary goals will be given to SDRC to assist in identifying appropriate post-school programs.

6. Upon request by an LEA, SDRC will make efforts to provide follow up information on former students with appropriate consent.

7. Regional Center will utilize relevant information from the Summary of Performance for planning purposes and coordinate these activities with the parent, student and school in order to assist the student to meet their post-secondary goals.
Regional Center and Special Education Agreement

APPENDICES
APPENDIX 1
Refer to Section: A. Exchange of Agency Information

SAN DIEGO/IMPERIAL COUNTIES
SPECIAL EDUCATION LOCAL PLAN AREAS

NORTH COASTAL
14 Districts

POWAY

SAN DIEGO

NORTH INLAND
10 Districts

SOUTH COUNTY
6 Districts

EAST COUNTY
10 Districts

IMPERIAL COUNTY
16 Districts
APPENDIX 2  
Refer to Section(s): A. Exchange of Agency Information  
C. Evaluations

SAN DIEGO COUNTY/IMPERIAL COUNTY  
SPECIAL EDUCATION DIRECTORY

<table>
<thead>
<tr>
<th>S.D. County Office of Education</th>
<th>Director</th>
<th>Telephone</th>
<th>Special Education</th>
<th>Local Plan Area Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>6401 Linda Vista Road, Room 315</td>
<td>Carolyn Nunes</td>
<td>(858) 292-3774</td>
<td></td>
<td></td>
</tr>
<tr>
<td>San Diego CA  92111</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**East County SELPA**

- **Alpine Union**
  - Director: Deann Jeffreys  
  - Telephone: (619) 445-4935  
  - Tim Glover  
  - 924 Main Street  
  - El Cajon CA  92021

- **Barona Indian Charter School**
  - Director: Bill Adams  
  - Telephone: (619) 443-0948  
  -  

- **Cajon Valley Union**
  - Director: Wendy Vaughn Platt  
  - Telephone: (619) 588-3265  
  -  

- **Dehesa**
  - Director: Connie Bley  
  - Telephone: (619) 444-2161  
  -  

- **Grossmont Union High**
  - Director: Mary Sue Glenn  
  - Telephone: (619) 644-8115  
  -  

- **Jamul-Dulzura Union**
  - Director: Olivia Rivera  
  - Telephone: (619) 669-7702  
  -  

- **Lakeside**
  - Director: Heather Difede  
  - Telephone: (619) 390-2620  
  -  

- **La Mesa-Spring Valley**
  - Director: Andrew Smith  
  - Telephone: (619) 668-5700  
  -  

- **Lemon Grove**
  - Director: Deborah Burke  
  - Telephone: (619) 825-5623  
  -  

- **Mountain Empire Unified**
  - Director: Mona Noran  
  - Telephone: (619) 473-8869  
  -  

- **Santee**
  - Director: Hope Michel  
  - Telephone: (619) 258-2365  
  -  

**North Coastal SELPA**

- **Bonsall Union**
  - Director: Cathy Myhers  
  - Telephone: (760) 631-5218  
  - Bruce Kramer  
  -  

- **Cardiff**
  - Director: Miranda Shields  
  - Telephone: (760) 632-5890  
  -  

- **Carlsbad Unified**
  - Director: Bruce Kramer  
  - Telephone: (760) 331-5016  
  -  

- **Del Mar Union**
  - Director: Cara Schukoske  
  - Telephone: (858) 523-6192  
  -  

- **Encinitas Union**
  - Director: Maria Waskin  
  - Telephone: (760) 944-4300  
  -  

- **Fallbrook Union**
  - Director: Barbara Driscoll  
  - Telephone: (760) 723-7005  
  -  

- **Fallbrook Union High**
  - Director: Sallie Hunt  
  - Telephone: (760) 723-6332  
  -  

- **Oceanside Unified**
  - Director: Randi Gibson  
  - Telephone: (760) 967-1322  
  -  

- **Rancho Santa Fe**
  - Director: Jeffrey Owen  
  - Telephone: (858) 756-1141  
  -  

- **San Dieguito Union High**
  - Director: Jackie Bachman  
  - Telephone: (760) 752-1223  
  -  

- **San Marcos Unified**
  - Director: Mary Ellen Nest  
  - Telephone: (858) 794-7124  
  -  

- **Solana Beach**
  - Director: Paul Cartas  
  - Telephone: (760) 728-7092  
  -  

- **Vallecitos**
  - Director: John Hannaman  
  - Telephone: (760) 726-2170  
  -  

**North Inland SELPA**

- **Borrego Springs Unified**
  - Director: Carmen Garcia  
  - Telephone: (760) 767-5357  
  -  

- **Escondido Union**
  - Director: Kelly Prins  
  - Telephone: (760) 432-2168  
  -  

- **Escondido Union High**
  - Director: Susan Davis  
  - Telephone: (760) 291-3255  
  -  

- **Julian Union**
  - Director: Anne Hensel  
  - Telephone: (760) 765-0661  
  -  

- **Julian Union High**
  - Director: Bobbi Burkett  
  - Telephone: (760) 788-4671  
  -  

- **Ramona Unified**
  - Director: Eileen Highley  
  - Telephone: (760) 788-5141  
  -  

- **San Pasqual Union**
  - Director: Linda Tyler  
  - Telephone: (760) 504-1005  
  -  

- **Spencer Valley**
  - Director: Julie Weaver  
  - Telephone: (760) 765-0336  
  -  

- **Valley Center-Pauma**
  - Director: Leiani Osugi  
  - Telephone: (760) 749-0464  
  -  

- **Warner Unified**
  - Director: Ron Koenig  
  - Telephone: (760) 782-3517  
  -  

**South County SELPA**

- **Chula Vista Elementary**
  - Director: Deborah Wenbourne  
  - Telephone: (619) 425-9600  
  -  

- **Coronado Unified**
  - Director: Richard Erhard  
  - Telephone: (619) 522-8932  
  -  

- **National**
  - Director: Roxie Jackson  
  - Telephone: (619) 336-7743  
  -  

- **San Ysidro**
  - Director: Jason Romero  
  - Telephone: (619) 428-4476  
  -  

- **South Bay Union**
  - Director: Russell Coronado  
  - Telephone: (619) 628-1660  
  -  

- **Sweetwater Union High**
  - Director: Ronald Lopez  
  - Telephone: (619) 407-6300  
  -  

5/07
APPENDIX 2 (Continued)
Refer to Section(s): A. Exchange of Agency Information  
  C. Evaluations

<table>
<thead>
<tr>
<th>Director</th>
<th>Telephone</th>
<th>Special Education Local Plan Area Director</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Poway Unified</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15250 Avenue of Science</td>
<td>Theresa Kurtz</td>
<td>(858) 521-2822</td>
</tr>
<tr>
<td>San Diego, CA 92128</td>
<td>Melanie Brown</td>
<td>(858) 521-2824</td>
</tr>
<tr>
<td><strong>San Diego Unified</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4100 Normal Street, Annex 6</td>
<td>Susan Martinez</td>
<td>(619) 725-7650</td>
</tr>
<tr>
<td>San Diego CA 92103</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Imperial County</strong></td>
<td></td>
<td>Area Code 760</td>
</tr>
<tr>
<td>Alternative Education</td>
<td>Monalisa Vitela</td>
<td>312-5525</td>
</tr>
<tr>
<td>Brawley Elementary</td>
<td>Edward Singh</td>
<td>344-9911</td>
</tr>
<tr>
<td>Brawley Union High</td>
<td>Frances Terrazas</td>
<td>312-6066</td>
</tr>
<tr>
<td>Calexico Unified</td>
<td>Michael McFaddin</td>
<td>768-3895</td>
</tr>
<tr>
<td>Calipatria Unified</td>
<td>Angie Ortiz</td>
<td>348-2892</td>
</tr>
<tr>
<td>Central Union High</td>
<td>Chip Raczka</td>
<td>336-4300</td>
</tr>
<tr>
<td>El Centro Elementary</td>
<td>Janice Lau</td>
<td>352-5712</td>
</tr>
<tr>
<td>Holtville Unified</td>
<td>Margie Stacie</td>
<td>356-2926</td>
</tr>
<tr>
<td>Imperial COE Special Education</td>
<td>Deborah Montoya</td>
<td>312-6427</td>
</tr>
<tr>
<td>Imperial Unified</td>
<td>Hector Coronel</td>
<td>355-3264</td>
</tr>
<tr>
<td>Magnolia Union Elementary</td>
<td>Blaine Smith</td>
<td>344-2494</td>
</tr>
<tr>
<td>McCabe Union elementary</td>
<td>Marty Bell</td>
<td>352-5443</td>
</tr>
<tr>
<td>Meadows Union Elementary</td>
<td>Marci Meadows</td>
<td>352-7512</td>
</tr>
<tr>
<td>Mulberry Elementary</td>
<td>Dan Eddins</td>
<td>344-8600</td>
</tr>
<tr>
<td>San Pasqual Valley Unified</td>
<td>Julie Corona</td>
<td>572-0222</td>
</tr>
<tr>
<td>Seeley Union Elementary</td>
<td>Ruben Castro</td>
<td>352-3571</td>
</tr>
<tr>
<td>Westmorland Union Elementary</td>
<td>Linda Morse</td>
<td>344-4364</td>
</tr>
</tbody>
</table>
## SAN DIEGO REGIONAL CENTER

### FAX NUMBERS

<table>
<thead>
<tr>
<th>DEPARTMENT/UNITS</th>
<th>BUSINESS SERVICES/TRUST: 858.503.4413</th>
<th>COMMUNITY SERVICES: 858.576.2827</th>
<th>HUMAN RESOURCES: 858.503.4445 * 858.503.4413</th>
<th>EXECUTIVE OFFICE: 858.576.2873</th>
<th>INFO SYSTEM/SANDIS: 858.560.9862</th>
<th>INTAKE: 858.496.4302</th>
<th>CLINICAL SERVICES: 858.496.4303</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>KEARNY MESA</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### IMPERIAL VALLEY

<table>
<thead>
<tr>
<th>UNITS 6 &amp; 24: 760.355.0739</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SANTEE</th>
<th>2, 4, 8, 23: 619.596.1098</th>
</tr>
</thead>
</table>

### NATIONAL CITY

<table>
<thead>
<tr>
<th>UNITS 3, 7, 14, 15, 22: 619.477.6248</th>
</tr>
</thead>
</table>

### SAN MARCOS

| UNITS 5, 9, 11, 17, 21, 26: 760.736.1262 |

### JOB LINE: 858.576.2838

### TRAINING LINE: 858.576.2805

### WEBSITE: www.sdrc.org

### E-MAIL: info@sdrc.org

### APPENDIX 3

Refer to Section(s): C. Evaluations

G. Preschool, Ages Three through Five

<table>
<thead>
<tr>
<th>EXECUTIVE OFFICE</th>
<th>858.576.2873</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>INFO SYSTEM/SANDIS</th>
<th>858.560.9862</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>UNITS 6, 24: 760.355.0739</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SANTEE</th>
<th>2, 4, 8, 23: 619.596.1098</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NATIONAL CITY</th>
<th>3, 7, 14, 15, 22: 619.477.6248</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SAN MARCOS</th>
<th>5, 9, 11, 17, 21, 26: 760.736.1262</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>JOB LINE: 858.576.2838</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TRAINING LINE: 858.576.2805</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>WEBSITE: <a href="http://www.sdrc.org">www.sdrc.org</a></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-MAIL: <a href="mailto:info@sdrc.org">info@sdrc.org</a></th>
</tr>
</thead>
</table>
APPENDIX 4

IDEA 97
34 Code of Federal Regulations Sections 300.7 (c)

ELIGIBILITY FOR SPECIAL EDUCATION
(Federal Criteria -- Not State)

AUTISM

(1) (i) Autism means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects a child’s educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a child’s educational performance is adversely affected primarily because the child has an emotional disturbance, as defined in paragraph (b) (4) of this section.

(ii) A child who manifests the characteristics of “autism” after age 3 could be diagnosed as having “autism” if the criteria in paragraph (c) (1) (i) of this section are satisfied.

DEAF-BLINDNESS

(2) Deaf-blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

DEAFNESS

(3) Deafness means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification, that adversely affects a child’s educational performance.

EMOTIONAL DISTURBANCE

(4) Emotional disturbance is defined as follows:

(i) The term means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child’s educational performance:

(A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.

(B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.

(C) Inappropriate types of behavior or feelings under normal circumstances.

(D) A general pervasive mood of unhappiness or depression.

(E) A tendency to develop physical symptoms or fears associated with personal or school problems.

(ii) The term includes schizophrenia. The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance.
HEARING IMPAIRMENT

(5) **Hearing impairment** means an impairment in hearing, whether permanent or fluctuating, that adversely affects a child’s educational performance but that is not included under the definition of deafness in this section.

MENTAL RETARDATION

(6) **Mental retardation** means significantly sub average general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child’s educational performance.

MULTIPLE DISABILITIES

(7) **Multiple disabilities** means concomitant impairments (such as mental retardation-blindness, mental retardation-orthopedic impairment, etc.) the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. The term does not include deaf-blindness.

ORTHOPEDIC IMPAIRMENT

(8) **Orthopedic impairment** means a severe orthopedic impairment that adversely affects a child’s educational performance. The term includes impairments caused by congenital anomaly (e.g., clubfoot, absence of some member, etc.), impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

OTHER HEALTH IMPAIRMENT

(9) **Other health impairment** means having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that --

(i) Is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia; and

(ii) Adversely affects a child’s educational performance.

SPECIFIC LEARNING DISABILITY

(10) **Specific learning disability** is defined as follows:

(i) **General.** The term means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

(ii) **Disorders not included.** The term does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, or mental retardation, or emotional disturbance, or of environmental, cultural, or economic disadvantage.
SPEECH OR LANGUAGE IMPAIRMENT

(11) *Speech or language impairment* means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child’s educational performance.

TRAUMATIC BRAIN INJURY

(12) *Traumatic brain injury* means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child’s educational performance. The term applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; and speech. The term does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

VISUAL IMPAIRMENT INCLUDING BLINDNESS

(13) *Visual impairment including blindness* means an impairment in vision that, even with correction, adversely affects a child’s educational performance. The term includes both partial sight and blindness.
APPENDIX 4 (continued)

ELIGIBILITY FOR SPECIAL EDUCATION
State Criteria -- Not Federal
California Code of Regulations Title 5 Section 3030

AUTISTIC-LIKE BEHAVIOR

A pupil exhibits any combination of the following autistic-like behaviors, to include but not limited to:

1. An inability to use oral language for appropriate communication.
2. A history of extreme withdrawal or relating to people inappropriately and continued impairment in social interaction from infancy through early childhood.
3. An obsession to maintain sameness
4. Extreme preoccupation with objects or inappropriate use of objects or both.
5. Extreme resistance to controls.
6. Displays peculiar motoric mannerisms and mobility patterns.
7. Self-stimulating, ritualistic behaviors.

DEAFNESS

Not defined under State Eligibility Criteria. Use Federal Eligibility Criteria.

EMOTIONAL DISTURBANCE

Because of a serious emotional disturbance, a pupil exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affects educational performance:

1. An inability to learn which cannot be explained by intellectual, sensory, or health factors.
2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
3. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations.
4. A general pervasive mood of unhappiness or depression.
5. A tendency to develop physical symptoms or fears associated with personal or school problems.

ESTABLISHED MEDICAL DISABILITY

A disabling medical condition or congenital syndrome that the individualized education program team determines has a high predictability of requiring special education and services.
HEARING IMPAIRMENT

A pupil has a hearing impairment, whether permanent or fluctuation, which impairs the processing of linguistic information through hearing, even with amplification, and which adversely affects educational performance. Processing linguistic information includes speech and language reception and speech and language discrimination.

HEARING AND VISUAL IMPAIRMENT

A pupil has concomitant hearing and visual impairments, the combination of which causes severe communication, developmental, and educational problems.

LANGUAGE OR SPEECH DISORDER

A pupil has a language or speech disorder as defined in Section 56333 of the Education Code, and it is determined that the pupil’s disorder meets one or more of the following criteria:

1. Articulation Disorder.
   (A) The pupil displays reduced intelligibility or an inability to use the speech mechanism which significantly interferes with communication and attracts adverse attention. Significant interference in communication occurs when the pupil’s production of single or multiple speech sounds on a developmental scale of articulation competency is below that expected for his or her chronological age or developmental level, and which adversely affects educational performance.
   (B) A pupil does not meet the criteria for an articulation disorder if the sole assessed disability is an abnormal swallowing pattern.
2. Abnormal Voice. A pupil has an abnormal voice, which is characterized by persistent, defective voice quality, pitch, or loudness.
3. Fluency Disorders. A pupil has a fluency disorder when the flow of verbal expression including rate and rhythm adversely affects communications between the pupil and the listener.
4. Language Disorder. The pupil has an expressive or receptive language disorder when he or she meets one of the following criteria:
   (A) The pupil scores at least 1.5 standard deviations below the mean, or below the 7th percentile, for his or her chronological age or developmental level on two or more standardized tests in one or more of the following areas or language development: morphology, syntax, semantics, or pragmatics. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified on the assessment plan, or
   (B) The pupil scores at least 1.5 standard deviations below the mean or the score is below the 7th percentile for his or her chronological age or developmental level on one or more standardized tests in one of the areas listed in subsection (A) and displays inappropriate or inadequate usage of expressive or receptive language as measured by a minimum of fifty utterances. The language sample must be recorded or transcribed and analyzed, and the results included in the assessment report. If the pupil is unable to produce this sample, the language, speech, and hearing specialist shall document why a fifty-utterance sample was not obtainable and the contexts in which attempts were made to elicit the sample. When standardized tests are considered to be invalid for the specific pupil, the expected language performance level shall be determined by alternative means as specified in the assessment plan.
MENTAL RETARDATION

A pupil has significantly, below average, general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affects a pupil’s educational performance.

MULTIPLE DISABILITIES

Not defined under State Eligibility Criteria. Use Federal Eligibility Criteria.

OTHER HEALTH IMPAIRMENTS

A pupil has limited strength, vitality or alertness, due to chronic or acute health problems, including but not limited to a heart condition, cancer, leukemia, rheumatic fever, chronic kidney disease, cystic fibrosis, severe asthma, epilepsy, lead poisoning, diabetes, tuberculosis and other communicable infectious diseases, and hematological disorders such as sickle cell anemia and hemophilia which adversely affects a pupil’s educational performance. In accordance with Section 56026(e) of the Education Code, such physical disabilities shall not be temporary in nature as defined by Section 3001(v).

SEVERE ORTHOPEDIC IMPAIRMENT

A pupil has a severe orthopedic impairment, which adversely affects the pupil’s educational performance. Such orthopedic impairments include impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes.

SPECIFIC LEARNING DISABILITIES

A pupil has a disorder in one or more of the basic psychological processes involved in understanding or using language, spoken or written, which may manifest itself in an impaired ability to listen, think, speak, read, write, spell, or do mathematical calculations, and has a severe discrepancy between intellectual ability and achievement in one or more of the academic areas specified in Section 56337(a) of the Educational Code. For the purpose of Section 3030(j):

(1) Basic psychological processes include attention, visual processing, auditory processing, sensory-motor skills, and cognitive abilities including association, conceptualization and expression.

(2) Intellectual abilities include both acquired learning and learning potential and shall be determined by a systematic assessment of intellectual functioning.

(3) The level of achievement includes the pupil’s level of competence in materials and subject matter explicitly taught in school and shall be measure by standardized achievement test.

(4) The decision as to whether or not a severe discrepancy exists shall be made by the individualized education program team, including assessment personnel in accordance with Section 56341(d), which takes into account all relevant material, which is available on the pupil. No single score or product of scores, test or procedure shall be used as the sole criterion for the decisions of the individualized education program team as to the pupil’s eligibility for special education. In determining the existence of a severe
discrepancy, the individualized education program team shall use the following procedures:
(A) When standardized tests are considered to be valid for a specific pupil, a severe discrepancy is demonstrated by: first, converting into common standard scores, using a mean of 100 and a standard deviation of 15, the achievement test score and the ability test score to be compared; second, computing the difference between these common standard scores; and third, comparing this computed difference to the standard criterion which is the product of 1.5 multiplied by the standard deviation of the distribution of computed differences of students taking these achievement and ability tests. A computed difference which equals or exceeds this standard criterion, adjusted by one standard error of measurement, the adjustment not to exceed 4 common standard score points, indicates a severe discrepancy when such discrepancy is corroborated by other assessment data which may include other tests, scales, instruments, observations and work samples, as appropriate.
(B) When standardized tests are considered to be invalid for a specific pupil, the discrepancy shall be measured by alternative means as specified on the assessment plan.
(C) If standardized tests do not reveal a severe discrepancy as defined in subparagraphs (A) or (B) above, the individualized education program team may find that a severe discrepancy does exist, provided that the team documents in a written report that the severe discrepancy between ability and achievement exists as a result of a disorder in one or more basic psychological processes. The report shall include a statement of the area, the degree, and the basis and method used in determining the discrepancy. The report shall contain information considered by the team, which shall include, but not be limited to:
1. Data obtained from standardized assessment instruments;
2. Information provided by the parent;
3. Information provided by the pupil’s present teacher;
4. Evidence of the pupil’s performance in the regular and/or special education classroom obtained from observations, work samples and group test scores;
5. Consideration of the pupil’s age, particularly for young children; and
6. Any additional relevant information.
(5) The discrepancy shall not be primarily the result of limited school experience or poor school attendance.

TRAUMATIC BRAIN INJURY

Not defined under State Eligibility. Use the Federal Eligibility Criteria.

VISUAL IMPAIRMENT

A pupil has a visual impairment which, even with correction, adversely affects a pupil’s educational performance.
APPENDIX 5
Refer to Section(s): C. Evaluations

ELIGIBILITY FOR REGIONAL CENTER SERVICES
CALIFORNIA CODE OF REGULATIONS
TITLE 17
DEVELOPMENTAL DISABILITY - A DEFINITION

ARTICLE 1. DEFINITIONS

54000. Developmental Disability:
(a) “Developmental Disability” means a disability that is attributable to mental retardation, cerebral palsy, epilepsy, autism, or other conditions similar to mental retardation that require treatment similar to that required by mentally retarded individuals.
(b) The Developmental Disability shall:
(1) Originate before age eighteen;
(2) Be likely to continue indefinitely;
(3) Constitute a substantial handicap for the individual as defined in the article.
(c) Developmental Disability shall not include handicapping conditions that are:
(1) Solely psychiatric disorders where there is impaired intellectual or social functioning which originated as a result of the psychiatric disorder or treatment given for such a disorder. Such psychiatric disorders include psychosocial deprivation and/or psychosis, severe neurosis or personality disorders even where social and intellectual functioning have become seriously impaired as an integral manifestation of the disorder.
(2) Solely learning disabilities. A learning disability is a condition which manifests as a significant discrepancy between estimated cognitive potential and actual level of educational performance and which is not a result of generalized mental retardation, educational or psycho-social deprivation, psychiatric disorder, or sensory loss.
(3) Solely physical in nature. These conditions include congenital anomalies or conditions acquired through disease, accident, or faulty development, which are not associated with a neurological impairment that results in a need for treatment similar to that required for mental retardation.

54001. Substantial Disability:
(a) “Substantial Disability” means:
(1) A condition which results in major impairment of cognitive and/or social functioning, representing sufficient impairment to require interdisciplinary planning and coordination of special or generic services to assist the individual in achieving maximum potential; and
(2) The existence of significant functional limitations, as determined by the regional center in three or more of the following areas of major life activity, as appropriate to the person’s age:
   (A) Communication skills;
   (B) Learning;
   (C) Self-care;
   (D) Mobility;
   (E) Self-direction;
   (F) Capacity for independent living;
   (G) Economic self-sufficiency.
(b) The assessment of substantial disability shall be made by a group of Regional Center professionals of differing disciplines and shall include consideration of similar qualification appraisals performed by other interdisciplinary bodies of the Department serving the potential client. The group shall include as a minimum a program coordinator, a physician, and a psychologist.
(c) The Regional Center professional group shall consult the potential client, parents, guardians/conservators, educators, advocates, and other client representatives to the extent that they are willing and available to participate in its deliberations and to the extent that the appropriate consent is obtained.
(d) Any reassessment of substantial disability for purposes of continuing eligibility shall utilize the same criteria under which the individual was originally made eligible.

54002. Cognitive:
“Cognitive” as used in this chapter means the ability of an individual to solve problems with insight, to adapt to new situations, to think abstractly and to profit from experience.
EC56026. "Individuals with exceptional needs" means those persons who satisfy all of the following:

(a) Identified by an individualized education program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.

(b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.

(c) Come with one of the following age categories:
   (1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.
   (2) Between the ages of three to five years, inclusive, and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.
   (3) Between the ages of five and 18 years, inclusive.
   (4) Between the ages of 19 and 21 years, inclusive; enrolled in or eligible for a program under this part or other special education program prior to his or her 19th birthday; and has not yet completed his or her prescribed course of study or who has not met proficiency standards prescribed pursuant to Sections 51215 and 51216.
   (A) Any person who becomes 22 years of age during the months of January to June, inclusive, while participating in a program under this part may continue his or her participation in the program for the remainder of the current fiscal year, including any extended school year program for individuals with exceptional needs established pursuant to regulations adopted by the State Board of Education, pursuant to Article 1 (commencing with Section 56100) of Chapter 2.
   (B) Any person otherwise eligible to participate in a program under this part shall not be allowed to begin a new fiscal year in a program if he or she becomes 22 years of age in July, August, or September of that new fiscal year. However, if a person is in a year-round school program and is completing his or her individualized education program in a term that extends into the new fiscal year, then the person may complete that term.
   (C) Any person who becomes 22 years of age during the months of October, November, or December while participating in a program under this act shall be terminated from the program on December 31 of the current fiscal year, unless the person would otherwise complete his or her individualized education program at the end of the current fiscal year or unless the person has not had an individual transition plan incorporated into his or her individualized education program and implemented from the age of 20 years, in which case the person shall be terminated from the program at the end of the fiscal year.
   (D) No school district, special education local plan area, or county office of education may develop an individualized education program that extends these eligibility dates, and in no event may a pupil be required or allowed to attend school under the provisions of this part beyond these eligibility dates solely on the basis that the individual has not met his or her goals or objectives.
APPENDIX 6 (continued)
Refer to Section(s): B. Child Find/Case Finding
C. Evaluations

(d) Meet eligibility criteria set forth in regulations adopted by the board, including, but not limited to, those adopted pursuant to Article 2.5 (commencing with Section 56333) of Chapter 4.

(e) Unless disabled within the meaning of subdivisions (a) to (d), inclusive, pupils whose educational needs are due primarily to unfamiliarity with the English language; temporary physical disabilities; social maladjustment; or environmental, cultural, or economic factors are not individuals with exceptional needs.

(f) This section shall remain in effect only until California terminates its participation in special education programs for individuals with exceptional needs between the ages of three and five years, inclusive, pursuant to Section 56448, and as of that date is repealed.
APPENDIX 7
Refer to Section(s): D. Individual Education Program/Individual Program Plan (IEP/IPP)

IEP/IPP DEVELOPMENTAL PROCESS CHART
TO ASSURE COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS

EDUCATIONAL AGENCY
INDIVIDUALIZED EDUCATION PROGRAM (IEP)
DEVELOPMENT PROCESS

- Receives written referral of individual with possible exceptional needs for further assessment
  - Within 15 calendar days
- Develops assessment plan, attaches parents' rights, and notifies parents
  - At least 15 calendar days for parent's decision
- Obtains parent's written, informed consent for assessment
  - Within 60 calendar days following date of first face-to-face interview
- Conducts assessment of educational needs in compliance with mandated procedures
  - Within 50 calendar days, exclusive of July and August, from date of receipt of parent's consent for assessment
- Develops IEP with parent participation if eligible as an individual with exceptional needs
- Obtains parent consent, in writing, to the IEP/educational placement of the individual
  - As soon as possible
- Implement individual's IEP
- Review IEP at least annually
- Following completion of Individual Program Plan

REGIONAL CENTER
INDIVIDUAL PROGRAM PLAN
DEVELOPMENT PROCESS (IPP)

- Initial face to face/intake interview completed
  - Within 15 working days following request for assistance
- Information and advice given about the nature and availability of service provided by regional centers and other community agencies
- Decision made regarding assessment
  - Within 60 calendar days following date of first face-to-face interview
- Assessment is completed unless circumstances prevent and written, advance approval is received from DDS for a 30 day extension
  - Within 60 calendar days following completion of assessment
- Eligibility is determined
  - As soon as possible
- Denials for service eligibility are given in writing and applicant made aware of appeals procedure
  - Review IEP at least annually
- Conduct IPP Interdisciplinary Conference
  - Following completion of Individual Program Plan
- Complete IPP
  - Ongoing case management by the regional center CPC
- Assign permanent Client Program Coordinator (CPC)
  - Annual review
- Distribute copies of IPP to relevant individuals and agencies
  - New program plan

EXCHANGE OF INFORMATION BETWEEN EDUCATION AGENCY AND REGIONAL CENTER WILL BE IN ACCORDANCE WITH THE INTERAGENCY AGREEMENT
APPENDIX 8
Refer to Section(s): H. Consumer/Pupil Relocation

![Notification Form](image)

### NOTIFICATION OF PLACEMENT OF INDIVIDUAL WITH EXCEPTIONAL NEEDS IN LICENSED CHILDREN'S INSTITUTION INCLUDING FOSTER HOME

**Directions:** To be completed by Regional Center at the time of placement/transfer of a school-age individual with exceptional needs into a licensed children's institution including foster home or state hospital.

<table>
<thead>
<tr>
<th>To:</th>
<th>County/District</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent of Schools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>From:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Regional Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Pupil (Last, First, and Initial)</th>
<th>Birthdate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/ /</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Regional Ctr.</th>
<th>Date of Placement</th>
<th>School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parent or Guardian (Last and First)</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Care Provider (Last and First) or facility</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Person representing pupil's interest for education and related services</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>County of client's prior residence</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Previous School Attended</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Person filing this report</th>
<th>Title</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

---

**FOR USE BY COUNTY SUPERINTENDENT OF SCHOOLS ONLY**

<table>
<thead>
<tr>
<th>District of Attendance</th>
<th>Notified by</th>
<th>Date</th>
</tr>
</thead>
</table>

SDRC 113 (Rev. 12/04)

A Service of San Diego-Imperial Counties Developmental Services, Inc.
Serving Individuals with Developmental Disabilities
GUIDELINES FOR
NOTIFYING THE SPECIAL EDUCATION
LOCAL PLAN AREA ADMINISTRATORS
PRIOR TO PLACEMENT

Pursuant to Chapter 654, Statutes of 1996 (AB 2726), amended, Statutes of 1996, close coordination is required between all state agencies involved in providing education, related services, or out-of-home placement to handicapped pupils.

One of the goals of AB 2726 is to ensure that when a person with developmental disabilities is placed out of home for residential or educational reasons, that the person will be able to receive an education program that is appropriate for meeting the person’s educational needs. To accomplish this goal, regional centers shall provide written notification to the SELPA administrator ten days, or as early, as is practicable, prior to placing a school age person with developmental disabilities in a residential facility. The notification should include all the relevant information that the regional center has in the person’s case record, such as:

1. The name of the last school attended by the person, the contact person at that school and available educational records including the current individualized education program.

2. A copy, summary, or copy of the most recent psychological and medical records relevant to educational planning which are maintained by the regional center.

3. When applicable, a notification of the person’s history of being dangerous to self and others.

4. The name, address and telephone number of the individual with designated responsibility to represent the person in educational matters. The designated individual must be other than the care provider if the provider operates, is affiliated with, or controls a nonpublic school.

5. The name of the administrator/designee, address, telephone number and licensing status of the residential placement under consideration for the person.

6. A description of any special consideration related to transporting the person.

7. Authorized signed consents to release and receive information relevant to individualized educational program planning and individual program planning.

The SELPA administrator, upon receipt of a notice from a regional center, should communicate with the regional center within seven calendar days stating the range of program alternatives available to individuals with exceptional needs within SELPA. When the regional center makes an emergency placement to protect the physical, mental health, or safety of the person, the regional center shall furnish the SELPA administrator the required information within three calendar days after the placement.

When no appropriate special education placement exists within the SELPA, and the placement options are home instruction or in a public or nonpublic facility located within the SELPA, the placing agency should make every effort to locate another residential placement served by the SELPA, which can implement the person’s individualized education program. When the regional center places a person in a residential facility, which has an on-ground, certified nonpublic, nonsectarian school, the person may continue to attend the education program only if the SELPA’s individualized education program team, in which the residential facility is located, has determined:

1. There is no appropriate public education program in the community, and

2. The on-ground program is appropriate and can implement the person’s individualized education program.
APPENDIX 10
Refer to Section(s): H. Consumer/Pupil Relocation

SAMPLE FORM FOR
APPOINTMENT OF EDUCATIONAL REPRESENTATIVE

DIRECTIONS: This form may be used either by the local education agency or regional center when the parent is available, but unable to attend IEP meetings, and wants to delegate the responsibility to an educational representative.

I appoint __________________________ to act as my representative in connection with the education of my child, _______________________________________. This representative shall have full parental authority in matters relating to the identification, assessment, instructional planning and development, educational placement, reviewing and revising the individual education program, utilization of procedural safeguards, and other matters relating to the provision of a free appropriate education of my child.

This appointment shall remain in effect until any of the following occurs:

1. I notify the principal of the school of my child’s attendance that this appointment is withdrawn. (A parent may do this at any time.)
2. The representative is unwilling or unable to carry out his or her responsibilities to the best interest of my child.
3. The representative is in a position with a conflict of interest in the above matters.
4. My child no longer resides in the “licensed children’s institution or foster home,” owned or operated by the above representative (applicable only when child is placed in a “licensed children’s institution or foster home”).

___________________________________    ____________________
Parent Signature     Date

___________________________________
Witness

ACCEPTANCE OF APPOINTMENT

I, _________________________________________, hereby accept the above appointment. At such time as any of the conditions 2, 3, or 4 above, related to the tenure of this appointment exists, I will notify the principal of the school of attendance and the appointing parent.

___________________________________    _________________
Representative Signature      Date

___________________________________
Witness

Any specific conditions or exceptions to this appointment shall be made on a separate sheet and signed and dated by the parent, the representative, and witness.
EDUCATION PARENTS RIGHTS

The following “Notice of Procedural Safeguards” (“Procedural Safeguards”) is from the California Department of Education (CDE). Each Local Education Agency’s Procedural Safeguards may vary slightly from those developed by the CDE.

Special Education Rights of Parents and Children
Under the Individuals with Disabilities Education Act, Part B,
and the California Education Code

• Notice of Procedural Safeguards •
Revised January 2009

Note: The term school district is used throughout this document to describe any public education agency responsible for providing your child’s special education program. The term assessment is used to mean evaluation or testing. Federal and state laws are cited throughout this notice using English abbreviations, which are explained in a glossary on the last page of this notification.

What is the Notice of Procedural Safeguards?

This information provides you as parents, legal guardians, and surrogate parents of children with disabilities from three (3) years of age through age twenty-one (21) and students who have reached age eighteen (18), the age of majority, with an overview of your educational rights or procedural safeguards.

The Notice of Procedural Safeguards is required under the Individuals with Disabilities Education Act (in English, referred to as IDEA) and must be provided to you:

- When you ask for a copy
- The first time your child is referred for a special education assessment
- Each time you are given an assessment plan to evaluate your child
- Upon receipt of the first state or due process complaint in a school year, and
- When the decision is made to make a removal that constitutes a change of placement

(20 USC 1415[d]; 34 CFR 300.504; EC 56301[d] [2]. EC 56321, and 56341.1[g] [1])

What is the Individuals with Disabilities Education Act (IDEA)?

IDEA is a federal law that requires school districts to provide a “free appropriate public education” (in English, referred to as FAPE) to eligible children with disabilities. A free appropriate public education means that special education and related services are to be provided as described in an individualized education program (in English, known as IEP) and under public supervision to your child at no cost to you.

May I participate in decisions about my child’s education?

You must be given opportunities to participate in any decision-making meeting regarding your child’s special education program. You have the right to participate in IEP team meetings about the identification (eligibility), assessment, or educational placement of your child and other matters relating to your child’s FAPE. (20 USC 1414[d] [1][B]-[d][1][D]; 34 CFR 300.321; EC 56341[b], 56343[c])

The parent or guardian, or the local educational agency (LEA), has the right to participate in the development of the IEP and to initiate their intent to electronically audiotape the proceedings of the IEP team meetings. At least 24 hours prior to the meeting, the parent or guardian shall notify the members of the IEP team of their intent to record a meeting. If the parent or guardian does
APPENDIX 11 (Continued)

Notice of Procedural Safeguards
CDE, T07-037, English, Arial font
Page 2 of 13

not consent to the LEA audiotape recording an IEP meeting, the meeting shall not be recorded on an audiotape recorder.

Your rights include information about the availability of FAPE, including all program options, and all available alternative programs, both public and nonpublic. (20 USC 1401[3], 1412[a][3]; 34 CFR 300.111; EC 56301, 56341.1(g)[1], and 56506)

Where can I get more help?

When you have a concern about your child's education, it is important that you contact your child's teacher or administrator to talk about your child and any problems you see. Staff in your school district or special education local plan area (SELP A) may answer questions about your child’s education, your rights, and procedural safeguards. Also, when you have a concern, this informal conversation often solves the problem and helps to maintain open communication. Additional resources are listed at the end of this document to help you understand the procedural safeguards.

What if my child is deaf, hard of hearing, blind, visually impaired, or deaf-blind?

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: the California Schools for the Deaf in Fremont and Riverside and at the California School for the Blind in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf. Such programs are offered to students aged five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education (CDE) Web site at http://www.cde.ca.gov/sp/ss/ or ask for more information from the members of your child’s IEP team.

Notice, Consent, Assessment, Surrogate Parent Appointment, and Access to Records

Prior Written Notice

When is a notice needed?

This notice must be given when the school district proposes or refuses to initiate a change in the identification, assessment, or educational placement of your child with special needs or the provision of a free appropriate public education. (20 USC 1415[b][3] and (4), 1415[c][1], 1414[b][1]; 34 CFR 300.503; EC 56329 and 56508[a])

The school district must inform you about proposed evaluations of your child in a written notice or an assessment plan within fifteen (15) days of your written request for evaluation. The notice must be understandable and in your native language or other mode of communication, unless it is clearly not feasible to do so. (34 CFR 300.304; EC 56321)

What will the notice tell me?

The Prior Written Notice must include the following:
1. A description of the actions proposed or refused by the school district
2. An explanation of why the action was proposed or refused
3. A description of each assessment procedure, record, or report the agency used as a basis for the action proposed or refused
4. A statement that parents of a child with a disability have protection under the procedural safeguards
5. Sources for parents to contact to obtain assistance in understanding the provisions of this part
6. A description of other options that the IEP team considered and the reasons those options were rejected; and
7. A description of any other factors relevant to the action proposed or refused. (20 USC 1415[b][3] and [4], 1415[c][1], 1414[b][1]; 34 CFR 300.503)

**Parental Consent**

**When is my approval required for assessment?**

You have the right to refer your child for special education services. You must give informed, written consent before your child’s first special education assessment can proceed. The parent has at least fifteen (15) days from the receipt of the proposed assessment plan to arrive at a decision. The assessment may begin immediately upon receipt of the consent and must be completed and an IEP developed within sixty (60) days of your consent.

**When is my approval required for services?**

You must give informed, written consent before your school district can provide your child with special education and related services.

**What are the procedures when a parent does not provide consent?**

If you do not provide consent for an initial assessment or fail to respond to a request to provide the consent, the school district may pursue the initial assessment by utilizing due process procedures.

If you refuse to consent to the initiation of services, the school district must not provide special education and related services and shall not seek to provide services through due process procedures.

If you consent in writing to the special education and related services for your child but do not consent to all of the components of the IEP, those components of the program to which you have consented must be implemented without delay.

If the school district determines that the proposed special education program component to which you do not consent is necessary to provide a free appropriate public education to your child, a due process hearing must be initiated. If a due process hearing is held, the hearing decision shall be final and binding.

In the case of reevaluations, the school district must document reasonable measures to obtain your consent. If you fail to respond, the school district may proceed with the reevaluation without your consent. (20 USC 1414[a][1][D] and 1414[c]; 34 CFR 300.300; EC 56506[e], 56321[c] and [d], and 56346).
When may I revoke consent?

If at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the public agency:

1. May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with 34 CFR Section 300.503 before ceasing such services.
2. May not use the procedures in subpart E of Part 300 34 CFR (including the mediation procedures under 34 CFR Section 300.506 or the due process procedures under 34 CFR Sections 300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child.
3. Will not be considered to be in violation of the requirement to make a free appropriate public education (FAPE) available to the child because of the failure to provide the child with further special education and related services.
4. Is not required to convene an IEP team meeting or develop an IEP under 34 CFR Sections 300.320 and 300.324 for the child for further provision of special education and related services.

Please note, in accordance with 34 CFR Section 300.9 (c)(3), that if the parents revoke consent in writing for their child's receipt of special education services after the child is initially provided special education and related services, the public agency is not required to amend the child's education records to remove any references to the child's receipt of special education and related services because of the revocation of consent.

Surrogate Parent Appointment

What if a parent cannot be identified or located?

School districts must ensure that an individual is assigned to act as a surrogate parent for the parents of a child with a disability when a parent cannot be identified and the school district cannot discover the whereabouts of a parent.

A surrogate parent may also be appointed if the child is an unaccompanied homeless youth, an adjudicated dependent or ward of the court under the state Welfare and Institution Code, and is referred to special education or already has an IEP. (20 USC 1415[b][2]; 34 CFR 300.519; EC 56050; GC 7579.5 and 7579.6)
Nondiscriminatory Assessment

How is my child assessed for special education services?

You have the right to have your child assessed in all areas of suspected disability. Materials and procedures used for assessment and placement must not be racially, culturally, or sexually discriminatory.

Assessment materials must be provided and the test administered in your child’s native language or mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer.

No single procedure can be the sole criterion for determining eligibility and developing FAPE for your child. (20 USC 1414[b][1]–[3], 1412[a][6][B]; 34 CFR 300.304; EC 56001[i] and 56320)

Independent Educational Assessments

May my child be tested independently at the district’s expense?

If you disagree with the results of the assessment conducted by the school district, you have the right to ask for and obtain an independent educational assessment for your child from a person qualified to conduct the assessment at public expense.

The parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.

The school district must respond to your request for an independent educational assessment and provide you information about where to obtain an independent educational assessment.

If the school district believes that the district’s assessment is appropriate and disagrees that an independent assessment is necessary, the school district must request a due process hearing to prove that its assessment was appropriate. If the district prevails, you still have the right to an independent assessment but not at public expense. The IEP team must consider independent assessments.

District assessment procedures allow in-class observation of students. If the school district observes your child in his or her classroom during an assessment, or if the school district would have been allowed to observe your child, an individual conducting an independent educational assessment must also be allowed to observe your child in the classroom.

If the school district proposes a new school setting for your child and an independent educational assessment is being conducted, the independent assessor must be allowed to first observe the proposed new setting. (20 USC 1415[b][1] and [d][2][A]; 34 CFR 300.502; EC 56329[b] and [c])
Access to Educational Records

May I examine my child’s educational records?

You have a right to inspect and review all of your child’s education records without unnecessary delay, including prior to a meeting about your child’s IEP or before a due process hearing. The school district must provide you access to records and copies, if requested, within five (5) business days after the request has been made orally or in writing. (EC 49060, 56043[n], 56501[b][3], and 56504)

How Disputes Are Resolved

Due Process Hearing

When is a due process hearing available?

You have the right to request an impartial due process hearing regarding the identification, assessment, and educational placement of your child or the provision of FAPE. The request for a due process hearing must be filed within two years from the date you knew or should have known about the alleged action that forms the basis of the due process complaint. (20 USC 1415[b][6]; 34 CFR 300.507; EC 56501 and 56505[1])

Mediation and Alternative Dispute Resolution

May I request mediation or an alternative way to resolve the dispute?

A request for mediation may be made either before or after a request for a due process hearing is made.

You may ask the school district to resolve disputes through mediation or alternative dispute resolution (ADR), which is less adversarial than a due process hearing. The ADR and mediation are voluntary methods of resolving a dispute and may not be used to delay your right to a due process hearing.

What is a pre-hearing mediation conference?

You may seek resolution through mediation prior to filing a request for a due process hearing. The conference is an informal proceeding conducted in a nonadversarial manner to resolve issues relating to the identification, assessment, or educational placement of a child or to a FAPE.

At the prehearing mediation conference, the parent or the school district may be accompanied and advised by nonattorney representatives and may consult with an attorney prior to or following the conference. However, requesting or participating in a prehearing mediation conference is not a prerequisite to requesting a due process hearing.

All requests for a prehearing mediation conference shall be filed with the Superintendent. The party initiating a prehearing mediation conference by filing a written request with the Superintendent shall provide the other party to the mediation with a copy of the request at the same time the request is filed.
Notice of Procedural Safeguards
CDE, T07-037, English, Arial font
Page 7 of 13

APPENDIX 11 (Continued)

The prehearing mediation conference shall be scheduled within fifteen (15) days of receipt by the Superintendent of the request for mediation and shall be completed within thirty (30) days after receipt of the request for mediation unless both parties agree to extend the time. If a resolution is reached, the parties shall execute a legally binding written agreement that sets forth the resolution. All discussions during the mediation process shall be confidential. All prehearing mediation conferences shall be scheduled in a timely manner and held at a time and place reasonably convenient to the parties. If the issues fail to be resolved to the satisfaction of all parties, the party who requested the mediation conference has the option of filing for a due process hearing. (EC 56500.3 and 56503)

Due Process Rights

What are my due process rights?

You have a right to:

1. Have a fair and impartial administrative hearing at the state level before a person who is knowledgeable of the laws governing special education and administrative hearings (20 USC 1415(f)(1)[A], 1415(f)(3)[A]-[D]; 34 CFR 300.511; EC 56501[b][4])
2. Be accompanied and advised by an attorney and/or individuals who have knowledge about children with disabilities (EC 56505[e][1])
3. Present evidence, written arguments, and oral arguments (EC 56505[e][2])
4. Confront, cross-examine, and require witnesses to be present (EC 56505[e][3])
5. Receive a written or, at the option of the parent, an electronic verbatim record of the hearing, including findings of fact and decisions (EC 56505[e][4])
6. Have your child present at the hearing (EC 56501[c][1])
7. Have the hearing be open or closed to the public (EC 56501[c][2])
8. Receive a copy of all documents, including assessments completed by that date and recommendations, and a list of witnesses and their general area of testimony within five (5) business days before a hearing (EC 56505[e][7] and 55043[v])
9. Be informed of the other parties of the issues and their proposed resolution of the issues at least ten (10) calendar days prior to the hearing (EC 56505[e][6])
10. Have an interpreter provided (CCR 3082[d])
11. Request an extension of the hearing timeline (EC 56505[f][3])
12. Have a mediation conference at any point during the due process hearing (EC 56501[b][2]), and
13. Receive notice from the other party at least ten days prior to the hearing that the other party intends to be represented by an attorney (EC 56507[a]). (20 USC 1415[a]; 34 CFR 300.506, 300.508, 300.512 and 300.515)
Filing a Written Due Process Complaint

How do I request a due process hearing?

You need to file a written request for a due process hearing. You or your representative needs to submit the following information in your request:

1. Name of the child
2. Address of the residence of the child
3. Name of the school the child is attending
4. In the case of a homeless child, available contact information for the child and the name of the school the child is attending, and
5. A description of the nature of the problem, including facts relating to the problem(s) and a proposed resolution of the problem(s)

Federal and state laws require that either party filing for a due process hearing must provide a copy of the written request to the other party. (20 USC 1415[b][7], 1415[c][2]; 34 CFR 300.508; EC 56502[c][1])

Prior to filing for a due process hearing, the school district shall be provided the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 USC 1415[f][1][B]; 34 CFR 300.510)

What does a resolution session include?

Resolution sessions shall be convened within fifteen (15) days of receiving notice of the parents’ due process hearing request. The sessions shall include a representative of the school district who has decision-making authority and not include an attorney of the school district unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request.

The resolution session is not required if the parent and the school district agree in writing to waive the meeting. If the school district has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 USC 1415[j][1][B]; 34 CFR 300.510)

Does my child’s placement change during the proceedings?

The child involved in any administrative or judicial proceeding must remain in the current educational placement unless you and the school district agree on another arrangement. If you are applying for initial admission of your child to a public school, your child will be placed in a public school program with your consent until all proceedings are completed. (20 USC 1415[j]; 34 CFR 300.516; EC 56505[d])
May the decision be appealed?

The hearing decision is final and binding on both parties. Either party may appeal the hearing decision by filing a civil action in state or federal court within 90 days of the final decision. (20 USC 1415[i][2] and [3][A]; 1415[j]; 34 CFR 300.516; EC 56505[h] and [k]; EC 56043[w])

Who pays for my attorneys’ fees?

In any action or proceeding regarding the due process hearing, the court, in its discretion, may award reasonable attorneys’ fees as part of the costs to you as parent of a child with a disability if you are the prevailing party in the hearing. Reasonable attorneys’ fees may also be made following the conclusion of the administrative hearing, with the agreement of the parties. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517; EC 56507[b])

Fees may be reduced if any of the following conditions prevail:

1. The court finds that you unreasonably delayed the final resolution of the controversy
2. The attorneys’ hourly fees exceed the prevailing rate in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience
3. The time spent and legal services provided were excessive, or
4. Your attorney did not provide to the school district the appropriate information in the due process request notice.

Attorneys’ fees will not be reduced, however, if the court finds that the State or the school district unreasonably delayed the final resolution of the action or proceeding or that there was a violation of this section of law. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517)

Attorneys’ fees relating to any meeting of the IEP team may not be awarded unless an IEP team meeting is convened as a result of a due process hearing proceeding or judicial action. Attorneys’ fees may also be denied if you reject a reasonable settlement offer made by the district/public agency ten (10) days before the hearing begins and the hearing decision is not more favorable than the offer of settlement. (20 USC 1415[i][3][B]–[G]; 34 CFR 300.517)

To obtain more information or to file for mediation or a due process hearing, contact:

Office of Administrative Hearings
Attention: Special Education Division
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833-4231
(916) 263-0880
FAX (916) 263-0890
School Discipline and Placement Procedures for Students with Disabilities

School Discipline and Alternative Interim Educational Settings

May my child be suspended or expelled?

School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct from his or her setting to:

- An appropriate interim alternative education setting, another setting, or suspension for not more than ten (10) consecutive school days, and
- Additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct

What occurs after a removal of more than ten (10) days?

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, during any subsequent days of removal the public agency must provide services to enable the child to continue to participate in the general education curriculum and progress toward meeting the goals set out in the child’s IEP. Also, a child will receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, which are designed to address the behavior violation so that it does not recur.

If a child exceeds ten (10) days in such a placement, an IEP team meeting must be held to determine whether the child’s misconduct is caused by the disability. This IEP team meeting must take place immediately, if possible, or within ten (10) days of the school district’s decision to take this type of disciplinary action.

As a parent you will be invited to participate as a member of the IEP team. The school district may be required to develop an assessment plan to address the misconduct or, if your child has a behavior intervention plan, review and modify the plan as necessary.

What happens if the IEP team determines that the misconduct is not caused by the disability?

If the IEP team concludes that the misconduct was not a manifestation of the child’s disability, the school district may take disciplinary action, such as expulsion, in the same manner as it would for a child without a disability. (20 USC 1415[k][1] and [7]; 34 CFR 300.530)

If you disagree with the IEP team’s decision, you may request an expedited due process hearing, which must occur within twenty (20) school days of the date on which you requested the hearing. (20 USC 1415[k][2]; 34 CFR 300.531[c])

Regardless of the setting the school district must continue to provide FAPE for your child. Alternative educational settings must allow the child to continue to participate in the general curriculum and ensure continuation of services and modifications detailed in the IEP. (34 CFR 300.530; EC 48915.5[b])
Children Attending Private School

May students who are parentally placed in private schools participate in publicly funded special education programs?

Children who are enrolled by their parents in private schools may participate in publicly funded special education programs. The school district must consult with private schools and with parents to determine the services that will be offered to private school students. Although school districts have a clear responsibility to offer FAPE to students with disabilities, those children, when placed by their parent in private schools, do not have the right to receive some or all of the special education and related services necessary to provide FAPE. (20 USC 1415[a][10][A]; 34 CFR 300.137 and 300.138; EC 56173)

If a parent of an individual with exceptional needs who previously received special education and related services under the authority of the school district enrolls the child in a private elementary school or secondary school without the consent of or referral by the local educational agency, the school district is not required to provide special education if the district has made FAPE available. A court or a due process hearing officer may order the school district to reimburse the parent or guardian for the cost of special education and the private school only if the court or due process hearing officer finds that the school district had not made FAPE available to the child in a timely manner prior to the enrollment in the private elementary school or secondary school and that the private placement is appropriate. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56175)

When may reimbursement be reduced or denied?

The court or hearing officer may reduce or deny reimbursement if you did not make your child available for an assessment upon notice from the school district before removing your child from public school. You may also be denied reimbursement if you did not inform the school district that you were rejecting the special education placement proposed by the school district, including stating your concerns and intent to enroll your child in a private school at public expense.

Your notice to the school district must be given either:

- At the most recent IEP team meeting you attended before removing your child from the public school, or
- In writing to the school district at least ten (10) business days (including holidays) before removing your child from the public school. (20 USC 1412[a][10][C]; 34 CFR 300.148; EC 56176)

When may reimbursement not be reduced or denied?

A court or hearing officer must not reduce or deny reimbursement to you if you failed to provide written notice to the school district for any of the following reasons:

- The school prevented you from providing notice
- You had not received a copy of this Notice of Procedural Safeguards or otherwise been informed of the requirement to notify the district
- Providing notice would likely have resulted in physical harm to your child
- Illiteracy and inability to write in English prevented you from providing notice, or
Notice of Procedural Safeguards
CDE, T07-037, English, Arial font
Page 12 of 13

Providing notice would likely have resulted in serious emotional harm to your child
(20 USC 1412[a] [10] [C]; 34 CFR 300.148; EC 56177)

State Complaint Procedures

When may I file a state compliance complaint?

You may file a state compliance complaint when you believe that a school district has violated federal or state special education laws or regulations. Your written complaint must specify at least one alleged violation of federal and state special education laws. The violation must have occurred not more than one year prior to the date the complaint is received by the California Department of Education (CDE). When filing a complaint, you must forward a copy of the complaint to the school district at the same time you file a state compliance complaint with the CDE. (34 CFR 300.151–153; 5 CCR 4600)

Complaints alleging violations of federal and state special education laws or regulations may be mailed to:

California Department of Education
Special Education Division
Procedural Safeguards Referral Service
1430 N Street, Suite 2401
Sacramento, CA 95814

For complaints involving issues not covered by federal or state special education laws or regulations, consult your district’s uniform complaint procedures.

To obtain more information about dispute resolution, including how to file a complaint, contact the CDE, Special Education Division, Procedural Safeguards Referral Service, by telephone at (800) 926-0648; by fax at 916-327-3704; or by visiting the CDE Web site at http://www.cde.ca.gov/sp/se.
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADR</td>
<td>Alternative Dispute Resolution</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>EC</td>
<td>California Education Code</td>
</tr>
<tr>
<td>FAPE</td>
<td>Free Appropriate Public Education</td>
</tr>
<tr>
<td>IDEA</td>
<td>Individuals with Disabilities Education Act</td>
</tr>
<tr>
<td>IEP</td>
<td>Individualized Education Program</td>
</tr>
<tr>
<td>OAH</td>
<td>Office of Administrative Hearings</td>
</tr>
<tr>
<td>SELPA</td>
<td>Special Education Local Plan Area</td>
</tr>
<tr>
<td>USC</td>
<td>United States Code</td>
</tr>
</tbody>
</table>
APPENDIX 12

Refer to Section(s): I. Due Process/Procedural Safeguards

SAN DIEGO REGIONAL CENTER
RESIDENT RIGHTS
(Title 17 CCR)

Each person with a developmental disability has the same rights, protections and responsibilities as all other persons under the laws and the Constitution of the State of California, and under the laws and the Constitution of the United States. Unless otherwise restricted by law, these rights may be exercised at will by any person with a developmental disability. These rights include, but are not limited to, the following:

1. **ACCESS RIGHTS**
   (a) A right to treatment and habilitation services. Treatment and habilitation services shall foster the developmental potential of the person. Such services shall protect the personal liberty of the individual and shall be provided under conditions which are the least restrictive necessary to achieve the purposes of treatment.
   (b) A right to dignity, privacy, and humane care.
   (c) A right to participate in appropriate program of publicly supported education, regardless of the degree of handicap.
   (d) A right to religious freedom and practice, including the right to attend services or to refuse attendance, to participate in worship or not to participate in worship.
   (e) A right to prompt and appropriate medical care and treatment.
   (f) A right to social interaction and participation in community activities.
   (g) A right to physical exercise and recreational opportunities.
   (h) A right to be free from harm, including unnecessary physical restraint or isolation, excessive medication, abuse or neglect. Medication shall not be used as punishment, for convenience of staff, as a substitute for program, or in quantities that interfere with the treatment program.
   (i) A right to be free from hazardous procedures.
   (j) A right to advocacy services, as provided by law, to protect and assert the civil, legal, and service rights to which any person with a developmental disability is entitled.
   (k) A right to be free from discrimination by exclusion from participation in, or denial of the benefits of, any program or activity which receives public funds solely by reason of being a person with a developmental disability.
   (l) A right to access to the courts for purposes including, but not limited to the following:
      1. To protect or assert any right to which any person with a developmental disability is entitled;
      2. To question a treatment decision affecting such rights, once the administrative remedies provided by law, if any, have been exhausted.
      3. To inquire into the terms and conditions of placement in any community care or health facility, or state hospital, by way of a writ of habeas corpus, and
      4. To contest guardianship or conservatorship, its terms, and/or the individual or entity appointed as guardian or conservator.

2. **PERSONAL RIGHTS**
   Each person with a developmental disability who has been admitted or committed to a state hospital, community care facility, or health facility has rights which include, but are not limited to, the following:
   (a) To keep and be allowed to spend one's own money for personal and incidental needs.
   (b) To keep and wear one's own clothing.
   (c) To keep and use one's own personal possessions, including toilet articles.
   (d) To have access to individual storage space for one's private use.
   (e) To see visitors each day.
   (f) To have reasonable access to telephones, both to make and receive confidential calls, and to have calls made for one upon request.
   (g) To mail and receive unopened correspondence and to have ready access to letter-writing materials, including sufficient postage in United States postal stamps.
   (h) To refuse electroconvulsive therapy ("ECT")
   (i) To refuse psychosurgery. Psychosurgery means those operations referred to as lobotomy, psychiatric
surgery, and behavioral surgery and all other forms of brain surgery if the surgery is performed for any of the following purposes:

1. Modification or control of thoughts, feelings, actions, or behavior rather than treatment of a known and diagnosed physical disease of the brain.
2. Modification of normal brain function or normal brain tissue in order to control thoughts, feelings, actions, or behavior.
3. Treatment of abnormal brain function or abnormal brain tissue in order to modify thoughts, feelings, actions, or behavior when the abnormality is not an established cause for those thoughts, feelings, actions, or behavior.

3. DENIAL OF RIGHTS
   The Licensee or the licensee's designee may, for “GOOD CAUSE”, deny a resident any of the rights listed under personal Rights (a) through (g) inclusive. No other right listed may be denied unless authorized by the court system.
   “GOOD CAUSE” exists only when the licensee makes an explicit finding that:
   (a) The exercise of the specific right sought to be denied would be injurious to the individual otherwise entitled to exercise it, or
   (b) There is evidence that the specific right sought to be denied, if exercised by the individual entitled to the right, would seriously infringe on the rights of others; or
   (c) The institution or facility would suffer serious damage to the physical plant if the specific right is not denied;
   AND
   (d) There is no less restrictive means of protecting the interest specified in (a), (b), or (c) above.

The reason used to justify the denial of any right for good cause must be related to the specific right denied. A right shall not be withheld or denied as a punitive measure, nor shall any right be considered a privilege to be earned. Treatment modalities or approaches shall not constitute good cause for denial of any right. At the time any denial of a right for good cause is instituted, the affected resident must be informed of the right to:
   (a) Appeal the basis for the denial via the complaint procedure or the Fair Hearing Process provided in Welfare and Institutions Code Section 4700, et seq.
   (b) Refuse to submit to the denial of right for good cause and vacate the facility (if resident is an individual who is lawfully entitled to depart the facility at will).
**APPENDIX 13a**  
Refer to Section(s): I. Due Process/Procedural Safeguards

## CDE COMPLAINT PROCESS TIMELINE

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>60 Days</strong></td>
<td>Complainant sends complaint to Local Education Agency (LEA)</td>
<td>If complainant sends complaint to CDE, CDE routes complaint to LEA and informs complainant of process. CDE logs and files complaint.</td>
</tr>
</tbody>
</table>
| **15 Days** | LEA Investigation  
* LEA uses local procedures to produce written report of investigation within 60 days of receipt of complaint.  
* LEA informs complainant of right to appeal to CDE | If the LEA resolves complaint and complaint is not appealed, PROCESS STOPS HERE |
| **60 Days** | CDE Intervention  
* If the complaint appeal meets criteria, PROCEED TO THE NEXT STEP |
| **15 Days** | CDE Analyzes LEA Report/Complaint  
* Either the complaint is resolved by the CDE correspondence system and routed to the responsible division director or it is received by the responsible division director.  
* Responsible division director reviews complaint to determine appropriate action.  
| **60 Days** | Mediation Process  
* CDE staff mediates the complaint  
* CDE and LEA staff develop a possible compliance agreement  
| **60 Days** | CDE Investigation and Report (If necessary)  
* On-site investigation  
* Report produced and signed  
| **35 Days** | Complainant and LEA notified of investigation results and of right to appeal. | If there is no appeal from the complainant or LEA, the PROCESS STOPS HERE |
| **15 Days** | Compliant Findings  
* No compliance follow-up is needed.  
| **15 Days** | Noncompliant Findings  
* LEA notified of required corrective action  
* CDE monitors LEA | If the Investigation Report is appealed, then it goes to formal hearing. (for Intergroup Relations only) |
| **15 Days** | If complainant or LEA makes an appeal to the Office of the Superintendent of Public Instruction, PROCEED TO NEXT STEP | |
| **15 Days** | The Office of the Superintendent analyzes appeal  
* Complainant and LEA notified of findings | |
| **15 Days** | United States Secretary of Education analyzes appeal for federal programs  
Complainant and LEA notified of findings. | |
### DUE PROCESS HEARING TIMELINES

(Unless otherwise specified, "days" refers to calendar days.)

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2) Years</td>
<td>The request for a due process hearing must be filed within two years from the date parent/guardian knew or should have known about the alleged action that forms the basis of the due process complaint.</td>
</tr>
<tr>
<td>Fifteen (15) Days</td>
<td>The prehearing mediation conference shall be scheduled within <strong>fifteen (15) days</strong> of receipt by the Superintendent of the request for mediation and shall be completed within <strong>thirty (30) days</strong> after receipt of the request for mediation unless both parties agree to extend the time.</td>
</tr>
<tr>
<td>Fifteen (15) Days</td>
<td>Resolution sessions shall be convened within <strong>fifteen (15) days</strong> of receiving notice of the parents' due process hearing request.</td>
</tr>
<tr>
<td>Thirty (30) days</td>
<td>If the school district has not resolved the due process hearing issue within <strong>thirty (30) days</strong>, the due process hearing may occur.</td>
</tr>
<tr>
<td>Ninety (90) days</td>
<td>Either party may appeal the hearing decision by filing a civil action in state or federal court within <strong>90 days</strong> of the final decision.</td>
</tr>
<tr>
<td>Ten (10) days</td>
<td>Attorneys' fees may also be denied if you reject a reasonable settlement offer made by the district/public agency <strong>ten (10) days before</strong> the hearing begins and the hearing decision is not more favorable than the offer of settlement.</td>
</tr>
<tr>
<td>Twenty (20) school days</td>
<td>If you disagree with the IEP team's decision that the child's misconduct was not a manifestation of the child's disability, a parent/guardian may request an expedited due process hearing, which must occur within <strong>twenty (20) school days</strong> of the date on which you requested the hearing.</td>
</tr>
</tbody>
</table>
APPENDIX 14
Refer to Section(s): I. Due Process/Procedural Safeguards

SAN DIEGO REGIONAL CENTER APPEAL PROCEDURE

The Fair Hearing Process for Consumers Age 3 Years and Older

DDS
Department of Developmental Services
October 2006
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the Fair Hearing Process?</td>
<td>1</td>
</tr>
<tr>
<td>Is There a Way to Settle Without a Fair Hearing?</td>
<td>2</td>
</tr>
<tr>
<td>What are the Time Lines for Starting the Fair Hearing Process?</td>
<td>2</td>
</tr>
<tr>
<td>What Happens When I File My Request for Fair Hearing?</td>
<td>2</td>
</tr>
<tr>
<td>What are My Rights at Each Phase of the Fair Hearing Process?</td>
<td>3</td>
</tr>
<tr>
<td>How Can I Get Help With This Process?</td>
<td>3</td>
</tr>
<tr>
<td>How is the Voluntary Informal Meeting Scheduled?</td>
<td>3</td>
</tr>
<tr>
<td>What Happens in a Voluntary Informal Meeting?</td>
<td>4</td>
</tr>
<tr>
<td>How and When Will I be Notified of the Regional Center's or State Developmental Center's Informal Meeting Decision?</td>
<td>4</td>
</tr>
<tr>
<td>What If I Do Not Agree with the Regional Center's or State Developmental Center's Informal Meeting Decision?</td>
<td>5</td>
</tr>
<tr>
<td>How is Mediation Scheduled?</td>
<td>5</td>
</tr>
<tr>
<td>What If I Need to Have the Mediation Rescheduled?</td>
<td>5</td>
</tr>
<tr>
<td>What is Mediation Like?</td>
<td>5</td>
</tr>
<tr>
<td>What Happens if the Mediation Fails to Resolve the Issue(s)?</td>
<td>6</td>
</tr>
<tr>
<td>How is the Fair Hearing Scheduled?</td>
<td>6</td>
</tr>
<tr>
<td>What If I Need to Have the Fair Hearing Rescheduled?</td>
<td>7</td>
</tr>
<tr>
<td>What is a Fair Hearing Like?</td>
<td>7</td>
</tr>
<tr>
<td>How and When Will I be Notified of the Fair Hearing Decision?</td>
<td>8</td>
</tr>
<tr>
<td>What Laws and Regulations Apply to Fair Hearing Procedures?</td>
<td>8</td>
</tr>
</tbody>
</table>
What is the Fair Hearing Process?

The fair hearing process described in this pamphlet is a process for resolving disagreements between the regional center or state developmental center and consumers or applicants who are age three or older. For disagreements involving consumers or applicants who are under three years of age, refer to Parents' Rights in Early Start, which is available from the regional center or state developmental center.

Under the fair hearing process, disagreements may be about services, eligibility or any decision or action of the regional center or state developmental center with which you disagree. The fair hearing process includes a voluntary informal meeting, mediation, and a fair hearing.

The voluntary informal meeting is a meeting held by the regional center or state developmental center director or his/her designee with you and your authorized representative, if you have one. The purpose of the voluntary informal meeting is to attempt to resolve the issues of the appeal. You, or your authorized representative, may decline the informal meeting.

If you or your authorized representative decline a voluntary informal meeting or are dissatisfied with the decision of the regional center or state developmental center following an informal meeting, and you have not already requested mediation, you may request mediation or proceed directly to a fair hearing.

If mediation is requested, the regional center or state developmental center may accept or decline the request. If accepted, the mediation is conducted in an informal manner by a mediator provided by the Office of Administrative Hearings. Either you, your authorized representative, or the regional center or state developmental center may withdraw at any time from the mediation and proceed to a fair hearing.

If you, your authorized representative, or the regional center or state developmental center decline mediation, or if mediation fails to resolve the issue or issues to the satisfaction of you or your authorized representative, the matter shall proceed to fair hearing.

The fair hearing is more formal and is conducted by an Administrative Law Judge employed by the Office of Administrative Hearings.

A final decision must be rendered within 90 days of receipt of the Fair Hearing Request form by the regional center or state developmental center. This 90-day time limit may be extended if you request mediation or if you request a continuance or postponement of your hearing.
The Notice of Proposed Action received from the regional center or state developmental center, if applicable, indicates whether or not you are a participant in the Waiver program. If you have not received a Notice of Proposed Action, you may contact the regional center or state developmental center to determine if you are, or are not, a participant in the Waiver program. Services are not affected by your participation, or non-participation, in the Waiver program. If you are a Waiver participant and are notified by the regional center or state developmental center that you are no longer eligible for waiver participation, your existing services will not be impacted by this change.

Is There a Way to Settle Without a Fair Hearing?

Disagreements often can be settled without a fair hearing. Contact a regional center or state developmental center representative, a clients’ rights advocate, the area board or other advocacy organization for additional information and assistance.

What are the Time Lines for Starting the Fair Hearing Process?

Any applicant, recipient of services, or authorized representative may file a request for a fair hearing. The request must be in writing and filed with the regional center or state developmental center within 30 days after notification of a decision or action with which you or your authorized representative disagree. The request must be on a Fair Hearing Request form provided by the regional center or state developmental center.

You may verbally ask a regional center or state developmental center employee for a fair hearing. The employee will give you a Fair Hearing Request form and help you fill out the form, if needed. Current services will be continued during the appeal process if your request for a fair hearing is postmarked or received by the regional center or state developmental center within 10 days after you receive written notice of a decision or action with which you disagree. The continuation of services during the fair hearing process is also known as “aid paid pending.”

What Happens When I File My Request for Fair Hearing?

When the regional center or state developmental center receives your request for a fair hearing, they will send you and your authorized representative a copy of the fair hearing brochure advising you of your fair hearing, mediation, and informal meeting rights, if one was not previously sent to you by the regional center or state developmental center. You will also be advised of the proposed date, time and place for the voluntary informal meeting, if requested by you or your authorized representative.

If mediation is requested, the regional center or state developmental center has five working days from the date of receipt of the written request for mediation accept or decline mediation. If the regional center or state developmental center declines mediation the notice of that decision will be sent to you or your authorized representative immediately.
Also within five days of receipt of your request for a fair hearing, the regional center or state developmental center will fax a copy of your request to the Office of Administrative Hearings. Upon receipt of your request for a fair hearing, the Office of Administrative Hearings will also send you information regarding your fair hearing rights. You will also receive notice of the time, place, and date of the fair hearing, the availability of advocacy assistance, and the rights and responsibilities of the parties involved in the fair hearing.

If mediation is accepted, the Office of Administrative Hearings will also send you information regarding mediation rights. You will also receive notice of the time, place, and date of the mediation, the availability of advocacy assistance, and the rights and responsibilities of the parties involved in the mediation.

What are My Rights at Each Phase of the Fair Hearing Process?

Every applicant, recipient of services, or authorized representative has the following rights at each phase of the fair hearing process (informal meeting, mediation, fair hearing):

➢ You may have a person or agency appointed by the local area board as your representative to assist you in the fair hearing process;
➢ You may be present at the informal meeting, mediation, and at the fair hearing with the representative of your choice;
➢ You may give written and oral evidence;
➢ You may confront and cross-examine witnesses;
➢ You may appear with an attorney or any other representatives you choose;
➢ You may review records the regional center or state developmental center obtained while providing services; and
➢ You may request that an interpreter be provided, if necessary, at no cost to you.

How Can I Get Help With This Process?

You can get help from a friend, family member, advocate, attorney or anyone else you choose. The regional center or state developmental center is not responsible for the costs if you hire an attorney or someone else to assist you. When your fair hearing request is received, the regional center or state developmental center must also provide you information on available advocacy assistance, including referral to the clients’ rights advocate, the area board and other advocacy organizations.

How is the Voluntary Informal Meeting Scheduled?

When the regional center or state developmental center receives your Fair Hearing Request form, the regional center or state developmental center will immediately notify you and your authorized representative, in writing, of your fair hearing rights, if they have not already done so with the Notice of Proposed Action. In addition, you or your authorized representative will be advised of a proposed date, time, and place for a voluntary informal meeting, if requested by you.
or your authorized representative. You or your authorized representative may review records prior to an informal meeting. The voluntary informal meeting will be held within 10 days of the date the Fair Hearing Request form is received by the regional center or state developmental center.

What Happens in a Voluntary Informal Meeting?

The regional center or state developmental center director or his/her designee will conduct the informal meeting. The informal meeting will be held at a time and place reasonably convenient to you and your authorized representative. It will be in English, but the regional center or state developmental center will provide an interpreter if needed and if requested in advance. You or your representative may present the issues, facts and reasons for your appeal. You may confront and cross-examine any witnesses.

How and When Will I be Notified of the Regional Center’s or State Developmental Center’s Informal Meeting Decision?

Within five working days of the informal meeting, the regional center or state developmental center will provide a written decision to you and your authorized representative. The decision will:

- Identify the issues presented;
- Rule on each issue identified;
- State the facts supporting each ruling;
- Identify the laws, regulations, and policies upon which each ruling is based; and
- Explain the procedure for appealing the regional center or state developmental center decision.

If you or your authorized representative are satisfied with the regional center’s or state developmental center’s decision following an informal meeting and you no longer wish to proceed to hearing, complete a Notification of Resolution form provided by the regional center or state developmental center. The completed Notification of Resolution form must be submitted to the regional center or state developmental center director. The decision of the regional center or state developmental center will go into effect 10 days after the receipt by the regional center or state developmental center of the Notification of Resolution of the request for a fair hearing.
What If I Do Not Agree with the Regional Center’s or State Developmental Center’s Informal Meeting Decision?

If you or your authorized representative are dissatisfied with the decision of the regional center or state developmental center following the voluntary informal meeting, the matter will proceed to mediation, if mediation has been requested and accepted and the fair hearing request has not been withdrawn. If mediation has not been requested or accepted and the fair hearing request has not been withdrawn, the matter will proceed to fair hearing.

How is Mediation Scheduled?

Upon receipt of a written request for mediation, the regional center or state developmental center shall be given five working days to accept or decline mediation. You, your authorized representative, and the Office of Administrative Hearings shall be notified immediately of the regional center’s or state developmental center’s decision.

Within five calendar days after receipt of the notice of the regional center’s or state developmental center’s decision to accept mediation, the Office of Administrative Hearings will notify you, your authorized representative, and the regional center or state developmental center of the following:

- The time, place, and date of the mediation;
- Your rights and the regional center’s or state developmental center’s rights;
- Availability of advocacy assistance;
- The name, address, and telephone number of the person or office to mediate the dispute.

The mediation shall be held within 30 days of the date the Fair Hearing Request form is received by the regional center or state developmental center.

What If I Need to Have the Mediation Rescheduled?

You may request that the mediation be postponed. Your request may be granted at the mediator’s discretion. If your request to postpone the mediation is granted, the mediation conference will be rescheduled and the time for issuing a fair hearing decision may be extended.

What is Mediation Like?

Mediation is a voluntary meeting of the parties to a dispute with a neutral person (the mediator) who has training and experience helping people settle conflicts. It is a common method for resolving disputes amicably and is used frequently in a number of fields. The mediator facilitates an informal, non-adversarial meeting where the parties have the opportunity and authority to agree on a resolution. The mediator helps the parties consider the facts, issues and reasons for the appeal and for the regional center’s or state developmental center’s decision, and assists the parties with the goal of reaching a solution agreeable to both parties.
During the mediation, the mediator may meet separately, and confidentially, with any person or group of persons involved in the mediation. This is sometimes called “meeting in caucus.” Because the mediator does not act as a judge, disputed issues are resolved through mediation only when the parties reach an agreement that is acceptable to both sides. Since mediation is voluntary, you, your authorized representative, or the regional center or state developmental center may decide at any time to proceed to hearing without mediation. The mediator will be provided by the Office of Administrative Hearings. It will be in English, but the Office of Administrative Hearings will provide an interpreter, if necessary, and if requested in advance of the mediation.

If an agreement is reached through mediation and you no longer wish to proceed to hearing, you must complete a Notification of Resolution form provided by the regional center, the mediator, or state developmental center. The completed Notification of Resolution form must be submitted to the regional center or state developmental center director. The final resolution agreed to during mediation will go into effect 10 days after receipt by the regional center or state developmental center of the Notification of Resolution of the request for a fair hearing.

What Happens if the Mediation Fails to Resolve the Issue(s)?

If the mediation fails to resolve an issue or issues to your satisfaction, or to the satisfaction of your authorized representative, the unresolved issue or issues will proceed to fair hearing. The mediator will immediately notify the Office of Administrative Hearings of the outcome of the mediation.

How is the Fair Hearing Scheduled?

When your request for fair hearing is received, the Office of Administrative Hearings will immediately notify you, your authorized representative and the regional center or state developmental center director in writing, of the following:

- The time, place and date of the fair hearing;
- Your rights, including those identified on page 3 of this pamphlet, and the rights of the regional center or state developmental center;
- Availability of advocacy assistance; and
- The name, address and telephone number of the person or office to conduct the fair hearing.

The fair hearing will be held within 50 days after the date the Fair Hearing Request form is received by the regional center or state developmental center. You, your authorized representative, or the regional center or state developmental center may request more time. A final administrative decision must be issued within 90 days of the receipt of the request for fair hearing by the regional center or state developmental center.
What If I Need to Have the Fair Hearing Rescheduled?

You may request that the hearing be postponed for good cause. The Administrative Law Judge will decide whether your request should be granted. If your request to postpone the fair hearing is granted, the hearing will be rescheduled and the time allowed for issuing a decision may be extended. The regional center or state developmental center may also request that the fair hearing be postponed. A postponement granted at the regional center’s or state developmental center’s request may not extend the time for the Administrative Law Judge to issue a decision.

The fair hearing will be held at a time and place reasonably convenient to you and your authorized representative. You, or your authorized representative, and the regional center or state developmental center must agree on the location of the fair hearing. The fair hearing will be in English. An interpreter will be provided by the Office of Administrative Hearings, if necessary, and if requested in advance.

What is a Fair Hearing Like?

The fair hearing may be similar to a court hearing, with witnesses, exhibits and rules of evidence. A fair hearing does not need to be conducted according to the technical rules of evidence and those related to witnesses. An Administrative Law Judge will preside. The judge is not employed by the regional center or state developmental center, but by the Office of Administrative Hearings.

At the fair hearing, you may represent yourself. You may also be represented by an attorney, advocate, family member, friend or anyone else you choose. If you hire an attorney or someone else, you will be responsible for those costs. Management staff or a designee normally represents the regional center or state developmental center.

At least five days prior to the fair hearing, you and the regional center or state developmental center must exchange a list of witnesses, the subject of the testimony of each witness, and copies of all documentary evidence which may be presented. If the information is not provided in advance, the Administrative Law Judge may not allow it to be used at the hearing. If you do not understand information you receive, you may request assistance from any advocate.

Each side can offer relevant evidence to prove its case. Both sides can bring witnesses who know about the issues involved and documents such as service records or medical reports. You should try to have witnesses come voluntarily, but you have the right to subpoena relevant records or people for the fair hearing. If you subpoena a witness, there may be certain costs and/or fees that will be your responsibility. Contact the Office of Administrative Hearings well before the fair hearing to get subpoenas. All testimony will be under oath or affirmation. Before the fair hearing closes, your side must submit all the evidence you want the Administrative Law Judge to consider. After all testimony has been heard, each side may make a closing argument that addresses the facts brought out by evidence.
How and When Will I be Notified of the Fair Hearing Decision?

The decision of the Administrative Law Judge will include:

- A summary of the facts;
- A statement of the evidence that was relied upon;
- A decision on each issue;
- Identification of the laws, regulations and policies supporting the decision;
- Notification that this is the final administrative hearing decision; and
- Notification that either you or the regional center or state developmental center may appeal to a court of competent jurisdiction within 90 days.

If the issues raised at the hearing do not relate to the Waiver program, the Administrative Law Judge will send the written decision to you, your authorized representative, and the regional center or state developmental center within ten days after the last day of the fair hearing, but not later than 90 days following the date the Fair Hearing Request form was received by the regional center or state developmental center.

If the issues raised in the hearing do relate to the Waiver Program, you will receive a final decision within 90 days following the date the Fair Hearing Request form is postmarked or received by the regional center or state developmental center, whichever is earlier.

If the decision is unfavorable to you and you have been receiving the services which were the subject of the appeal, the decision will not be implemented until ten days after you and your authorized representative receive the decision by certified mail. If you or your authorized representative cannot understand English, the written decision will be provided in English and the language you or your authorized representative understand.

What Laws and Regulations Apply to Fair Hearing Procedures?

Title 17 California Code of Regulations, Public Health Division 2, Chapter 1, Subchapter 9 and the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code, Division 4.5, Chapter 7, Sections 4700-4730).

For Additional Information
Please Contact Your Local Regional Center or State Developmental Center
DEFINITIONS

The following definitions are provided to clarify the use of certain terms used in each agency, some of which are included in this document.

REGIONAL CENTER

Authorized Representative

The conservator of an adult, the guardian, conservator, or parent or person having legal custody of a minor claimant, or person or agency authorized in writing by the claimant or by the legal guardian, conservator, or parent or person having legal custody of a minor claimant to act for or represent the claimant under this chapter. (W&I 4701.6)

Assessment

Individual assessment and periodic reassessment is a process designed to determine current developmental status. Assessment may be conducted in the context of determining eligibility for Regional Center. If assessment is needed, prior to July 1, 2004, the assessment shall be performed within the 120 days following initial intake. Assessment shall be performed as soon as possible and in no event more than 60 days following initial intake where any delay would expose the client to unnecessary risk to his or her health and safety or to significant further delay in mental or physical development. Assessment may include collection and review of available historical diagnostic data, provision or procurement of necessary tests and evaluations, and summarization of developmental levels and service needs and is conditional upon receipt of the release of information specified in subdivision (b). On and after July 1, 2004, the assessment shall be performed within 60 days following intake and if unusual circumstances prevent the completion of assessment within 60 days following intake, this assessment period may be extended by one 30-day period with the advance written approval of the department.

Assessment is also done for the purpose of determining what interventions and services may be useful in enabling the person to move toward increasingly independent functioning or to maintain optimal functioning. Assessment identifies the individual’s present developmental level; the individual’s strengths, abilities, and needs; the conditions that impede development; and, where possible, the cause of disability. It focuses on physical, sensory motor, social, cognitive, communicative, affective and adaptive behavior facets in human growth and development. Assessments and reassessments shall be conducted by appropriately constituted interdisciplinary disciplinary team (IDT) and service representatives capable of identifying the individual’s needs reflecting appropriate objectives and designing programming to meet them. (Standards for Regional Center Case Management, July 1986.)

Contingency Plan

Occasionally, large scale relocation of consumers in community placement may be necessary due to closure of a residential facility. The contingency plan is to identify appropriate alternate placements for consumers to be relocated and for regional centers to coordinate planning with agencies involved which include - but are not limited to - school districts, day program providers, residential facilities, state hospitals, other regional centers and the Department of Developmental Services. The contingency plan attempts to relocate in local areas to maximize continuity of services provided to consumers whenever feasible.
**Developmental Disability**

1. A disability that is attributable to mental retardation, cerebral palsy, epilepsy, autism, or other conditions similar to mental retardation that requires treatment similar to that required by mentally retarded individuals.

2. The Developmental Disability shall:
   a. Originate before age 18.
   b. Be likely to continue indefinitely.
   c. Constitute a substantial disability for the individual as defined in CCR Title 17, Sections 54000 and 54001.

3. Developmental Disability shall not include handicapping conditions that are:
   a. Solely psychiatric disorders where there is impaired intellectual or social functioning which originated as a result of the psychiatric disorder or treatment given for such a disorder. Such psychiatric disorders include psychosocial deprivation and/or psychosis, severe neurosis or personality disorders even where social and intellectual functioning have become seriously impaired as an integral manifestation of the disorder.
   b. Solely learning disabilities. A learning disability is a condition which manifests as a significant discrepancy between estimated cognitive potential and actual level of educational performance and which is not a result of generalized mental retardation, educational or psycho-social deprivation, psychiatric disorder, or sensory loss.
   c. Solely physical in nature. These conditions include congenital anomalies or conditions acquired through disease, accident, or faulty development which are not associated with a neurological impairment that results in a need for treatment similar to that required for mental retardation.

**Generic Agency**

“Generic Agency” means any agency which has a legal responsibility to serve all members of the general public and which is receiving public funds for providing such services. (Welfare and Institutions Code Section 4644).

**High Risk Infant**

“A child less than 36 months of age whose genetic, medical, or environmental history is predictive of a substantially greater risk for developmental disability than that for the general populations.”

**Individual Program Plan (IPP)**

The individual program plan (IPP) is a written statement of goals and objectives and the prescriptive service plans for achieving them. The IPP is formulated through a face-to-face discussion of the interdisciplinary team (IDT). Based upon the consumer’s skill level, strengths, abilities and needs, the IPP shall identify:

1. short and long term goals and objectives;
2. the plans for meeting specified goals and objectives;
3. prescriptive services based on the consumer’s identified needs;
4. identification of specific services providers with time frames for accomplishment of plans;
5. a schedule of regular periodic reviews and reassessments to ascertain that planned services are being provided.
The IPP may be reviewed and revised as necessary in response to the consumer’s achievements and/or changing needs, but shall be reviewed at least annually by the IDT.

The services which may be considered may include, but are not limited to the following:

1. residential care services
2. day training programs
3. activity workshops
4. transportation
5. respite care for family members
6. prevention services
7. specific skills training, behavior, mobility, etc.
8. independent living

Services shall not be provided through the regional center if they are available through a generic agency.

Welfare and Institutions Code 4644, 4646, 4648; 17 CCR 56562

**Interdisciplinary Team**

The interdisciplinary team (IDT) shall include:

1. one or more representatives of the regional center; representatives of as many professional disciplines as may be necessary to ensure that all the consumer’s needs are addressed, e.g., nutrition, medical, psychological, etc.;
2. the consumer, when he or she is willing and able to participate; or his or her representative;
3. the consumer’s parents, if he or she is a minor, or if the adult consumer requests his or her parents to attend; legal guardian or conservator;
4. when appropriate, the primary service provider as a participant or in an advisory capacity.

**Parent/Legal Representative**

See Authorized Representative.

**Regional Center**

A diagnostic, counseling, and service coordination center which provides, arranges for, or purchases goods or services for persons with developmental disabilities and their families. Currently, there are twenty-one (21) such centers located in the state. These centers are established and operated by private nonprofit contracting agencies pursuant to Chapter 5 Division 4.5 of the Welfare and Institutions Code.

**Regional Centers Operations Manual (RCOM)**

The Regional Centers Operations Manual (RCOM) is a document, developed and maintained by the Regional Centers Section, that provides a set of operating procedures and policies necessary for the operations of a regional center in the provision of services.

**Rights of Consumers with a Developmental Disability**

The consumer with a developmental disability has the same rights and responsibilities as are guaranteed any other individual. Services should be provided with the least restrictive conditions necessary to achieve the purpose of treatment. (W&I 4502)
San Diego-Imperial Counties Developmental Services, Inc. (SDICDS, Inc.)

Private, nonprofit corporation contracting with the State Department of Developmental Services to serve individuals with developmental disabilities.

San Diego Regional Center (SDRC)

Regional Center which serves San Diego - Imperial Counties

Schedule of Maximum Allowance (SMA) 24 - Hour Community Care Residential Facilities

SMA (scheduled maximum allowance) is a schedule of fixed maximum payment rates for persons requiring both basic care, including room, board, and personal care, and levels of supervised care above basic care.

Substantially Disabled

A consumer is considered to have a substantial handicap when there is a major impairment of cognitive and/or social functioning. (CCR 17, Section 54001) See Appendix 3.

Transition

“Transition” is the orderly and planned process of movement from secondary services (high school) to postsecondary services (adult opportunities) specific to the individual that includes education and the initial years of employment. During this period, decisions are made regarding career options, living arrangements, social life, and economic goals. The transition from school to work and adult life requires sound preparation in the secondary school, adequate support at the point of school leaving, and secure opportunities and services, if needed, in adult situations.

Vendorization/Vendor

Vendorization is the process which provides the mechanism for regional centers and the State Department of Developmental Services to certify that potential providers of service to regional center consumers meet the minimum standards established by the department. It is also an integral part of the department’s/regional center’s service reporting and claiming system which is the basis of budget development and resource information.

In order to become a vendor, a person, program or facility must request approval to provide services, under contract, to regional center consumers and to receive a rate of reimbursement for the provision of such services. Applications and support documentation are submitted to the regional center in which the services are or will be located. Technical assistance, if needed, is provided by the vending regional center. If a rate determination is necessary, a rate will be established by the Department of Developmental Services in accordance with the policies and procedures contained in the Rates and Procedures Manual (RPM).

Becoming a vendored service provider means that the vendor is eligible to provide the vendored service(s) for regional center consumers at the rate of reimbursement established by the Department of Developmental Services. Once vendored, the provider is included on the statewide vendor panel listing and any regional center may authorize purchase of service from the vendored provider. After the rate has been set, a written authorization for funds between the regional center and the vendor must be initiated. However, if the vendor initiates services for a consumer prior to receiving an approved vendor authorization, the regional center cannot provide payment for the service unless prior approval was received by the regional center from the Department of Developmental Services. This approval must be in writing from the Rates and Vendorization Section. (Department 1985)
Programs and facilities will only be vendored if there is an identified need for the service in that area as determined by the vending regional center and/or the referring regional center. Vendorization does NOT guarantee nor imply availability of individual placement referrals or placements.

Vendorization is nontransferable. When a change of ownership and/or operator(s) occurs, the new owner/operator must meet the vendorization requirements (including all licensing/registration/certification requirements) specified in Exhibit III of the RPM manual for the particular service provided. Once vendorization requirements are met, final review and approval is required by the vending regional center.

**Welfare and Institutions Code (W&I)**

California Code Sections authorizing operation of Regional Centers.
Appropriate Education (CCR. 5, Section 3001.[b])

"Appropriate education," as in 'free, appropriate, public education,' is an educational program and related service(s) as determined on an individual basis which meets the unique needs of each individual with exceptional needs. Such an educational program and related service(s) shall be based on goals and objectives as specified in an individualized education program (IEP) and determined through the process of assessment and IEP planning in compliance with state and federal laws and regulations. Such an educational program shall provide the equal opportunity for each individual with exceptional needs to achieve his or her full potential, commensurate with the opportunity provided to other individuals.

Assessment/Evaluation

Assessment for educational purposes means an individual evaluation of a pupil's educational needs using procedures which meet all requirements of Title 34, Code of Federal Regulations, Sections 300.500, 300.530-534, Public Law 94-142, Sections 612, 614, and 615, California Education Code, and California Code of Regulations, Title 5.

California Code of Regulations, Title 5 Regulations (CCR, 5)

Regulations adopted by the State Board of Education which implement California laws relating to special education. (Formerly California Administrative Code - CAC)

Certified Nonpublic, Nonsectarian School or Agency (NPS/NPA)

A certified private school or agency is one which meets the California State Board adopted standards relating to the required special education services and facilities as well as fire, health, sanitation, and building safety (ECS 56366, (c); CCR 5, Sections 3062, 3064, 3065). A certified school offers a full curriculum, while an agency offers only a related service.

Designated Instruction and Services (DIS) (ECS 56363)

(a) "Designated instruction and services" means "related services" as that term is defined in paragraph (26) of Section 1401 of Title 20 of the United States Code and Section 300.24 of Title 34 of the Code of Federal Regulations. The term "related services" means transportation, and such developmental, corrective, and other supportive services (including speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, social work services, school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program of the child, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services, except that such medical services shall be for diagnostic and evaluation purposes only) as may be required to assist an individual with exceptional needs to benefit from special education, and includes the early identification and assessment of disabling conditions in children.

(b) These services may include, but are not limited to, the following:

(1) Language and speech development and remediation. The language and speech development and remediation services may be provided by a speech-language pathology assistant as defined in subdivision (f) of Section 2530.2 of the Business and Professions Code.
(2) Audiological services.
(3) Orientation and mobility services.
(4) Instruction in the home or hospital.
(5) Adapted physical education.
(6) Physical and occupational therapy.
(7) Vision services.
(8) Specialized driver training instruction.
(9) Counseling and guidance services, including rehabilitation counseling.
(10) Psychological services other than assessment and development of the individualized education program.
(11) Parent counseling and training.
(12) Health and nursing services, including school nurse services designed to enable an individual with exceptional needs to receive a free appropriate public education as described in the individualized education program.
(13) Social worker services.
(14) Specially designed vocational education and career development.
(15) Recreation services.
(16) Specialized services for low-incidence disabilities, such as readers, transcribers, and vision and hearing services.
(17) Interpreting services.
(c) The terms "designated instruction and services" and "related services" do not include a medical device that is surgically implanted, or the replacement of that device.

**Education Code Sections (ECS)**

California education law.

**Eligibility Criteria ECS 56026 (d)**

Mandated the State Board of Education to adopt regulations to provide specific criteria for the identification of individuals with exceptional needs, including those already stated in ECS 56333. CCR, 5, Section 3030 and 3031, provide these criteria. (Ref. ECS 56026, 56333, 56337-39, and 56441.11.)

**Individualized Education Program (IEP) (ECS 56345)**

(a) The individualized education program is a written statement for each individual with exceptional needs that is developed, reviewed, and revised in accordance with this section, as required by subsection (d) of Section 1414 of Title 20 of the United States Code, and that includes the following:
(1) A statement of the individual's present levels of academic achievement and functional performance, including the following:
   (A) The manner in which the disability of the individual affects his or her involvement and progress in the general education curriculum.
   (B) For preschool children, as appropriate, the manner in which the disability affects his or her participation in appropriate activities.
   (C) For individuals with exceptional needs who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives.
(2) A statement of measurable annual goals, including academic and functional goals, designed to do the following:
   (A) Meet the individual's needs that result from the individual's disability to enable the pupil to be involved in and make progress in the general curriculum.
   (B) Meet each of the pupil's other educational needs that result from the individual's disability.
(3) A description of the manner in which the progress of the pupil toward meeting the annual goals described in paragraph (2) will be measured and when periodic reports on the progress the pupil is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided.
(4) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the pupil, or on behalf of the pupil, and a statement of the program modifications or supports for school personnel that will be provided to the
pupil to do the following:
(A) To advance appropriately toward attaining the annual goals.
(B) To be involved in and make progress in the general education curriculum in accordance with paragraph (1) and to participate in extracurricular and other nonacademic activities.
(C) To be educated and participate with other individuals with exceptional needs and nondisabled pupils in the activities described in this subdivision.
(5) An explanation of the extent, if any, to which the pupil will not participate with nondisabled pupils in the regular class and in the activities described in subparagraph (C) of paragraph (4).
(6) (A) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the pupil on state and districtwide assessments consistent with subparagraph (A) of paragraph (16) of subsection (a) of Section 1412 of Title 20 of the United States Code.
(B) If the individualized education program team determines that the pupil shall take an alternate assessment on a particular state or districtwide assessment of pupil achievement, a statement of the following:
(i) The reason why the pupil cannot participate in the regular assessment.
(ii) The reason why the particular alternate assessment selected is appropriate for the pupil.
(7) The projected date for the beginning of the services and modifications described in paragraph (4), and the anticipated frequency, location, and duration of those services and modifications.
(8) Beginning not later than the first individualized education program to be in effect when the pupil is 16 years of age, and updated annually thereafter, the following shall be included:
(A) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
(B) The transition services, as defined in Section 56345.1, including courses of study, needed to assist the pupil in reaching those goals.
(b) If appropriate, the individualized education program shall also include, but not be limited to, all of the following:
(1) For pupils in grades 7 to 12, inclusive, any alternative means and modes necessary for the pupil to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation.
(2) For individuals whose native language is other than English, linguistically appropriate goals, objectives, programs, and services.
(3) Pursuant to Section 300.309 of Title 34 of the Code of Federal Regulations, extended school year services shall be included in the individualized education program and provided to the pupil if the pupil's individualized education program team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education to the pupil.
(4) Provision for the transition into the regular class program if the pupil is to be transferred from a special class or nonpublic, nonsectarian school into a regular class in a public school for any part of the school day, including the following:
(A) A description of activities provided to integrate the pupil into the regular education program. The description shall indicate the nature of each activity, and the time spent on the activity each day or week.
(B) A description of the activities provided to support the transition of pupils from the special education program into the regular education program.
(5) For pupils with low-incidence disabilities, specialized services, materials, and equipment, consistent with guidelines established pursuant to Section 56136.
(c) It is the intent of the Legislature in requiring individualized education programs, that the local educational agency is responsible for providing the services delineated in the individualized education program. However, the Legislature recognizes that some pupils may not meet or exceed the growth projected in the annual goals and objectives of the pupil's individualized education program. Pursuant to paragraph (2) of subsection (a) of Section 300.350 of Title 34 of the Code of Federal Regulations, public education agencies shall make a good faith effort to assist each individual with exceptional needs to achieve the goals and objectives or benchmarks listed in the individualized education program of the pupil.
(d) Consistent with Section 56000.5 and clause (iv) of subparagraph (B) of paragraph (3) of subsection
(d) of Section 1414 of Title 20 of the United States Code, it is the intent of the Legislature that, in making a determination of the services that constitute an appropriate education to meet the unique needs of a deaf or hard-of-hearing pupil in the least restrictive environment, the individualized education program team shall consider the related services and program options that provide the pupil with an equal opportunity for communication access. The individualized education program team shall specifically discuss the communication needs of the pupil, consistent with "Deaf Students Education Services Policy Guidance" (57 Fed. Reg. 49274 (October 1992)), including all of the following:

1. The pupil's primary language mode and language, which may include the use of spoken language with or without visual cues, or the use of sign language, or a combination of both.
2. The availability of a sufficient number of age, cognitive, and language peers of similar abilities, which may be met by consolidating services into a local plan areawide program or providing placement pursuant to Section 56361.
3. Appropriate, direct, and ongoing language access to special education teachers and other specialists who are proficient in the pupil's primary language mode and language consistent with existing law regarding teacher training requirements.
4. Services necessary to ensure communication accessible academic instructions, school services, and extracurricular activities consistent with the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. Sec. 794 et seq.) and the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.).

(e) State moneys appropriated to districts or local agencies may not be used for any additional responsibilities and services associated with paragraphs (1) and (2) of subdivision (d), including the training of special education teachers and other specialists, even if those additional responsibilities or services are required pursuant to a judicial or state agency determination. Those responsibilities and services shall only be funded by a local educational agency as follows:

1. The costs of those activities shall be funded from existing programs and funding sources.
2. Those activities shall be supported by the resources otherwise made available to those programs.
3. Those activities shall be consistent with Sections 56240 to 56243, inclusive.

(f) It is the intent of the Legislature that the communication skills of teachers who work with hard-of-hearing and deaf children be improved. This section does not remove the local educational agency's discretionary authority in regard to in-service activities.

(g) Beginning not later than one year before the pupil reaches the age 18, a statement that the pupil has been informed of the pupil's rights under this part, if any, that will transfer to the pupil upon reaching the age of 18 pursuant to Section 56041.5.

(h) The individualized education program team is not required to include information under one component of a pupil's individualized education program that is already contained under another component of the individualized education program.

(i) This section does not require that additional information, beyond that expressly required by Section 1414 of Title 20 of the United States Code and this part, be included in the individualized education program of a pupil.

**Individualized Education Program Team (ECS 56341)**

(a) Each meeting to develop, review, or revise the individualized education program of an individual with exceptional needs shall be conducted by an individualized education program team.

(b) The individualized education program team shall include all of the following:

1. One or both of the pupil's parents, a representative selected by a parent, or both, in accordance with the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).
2. Not less than one regular education teacher of the pupil, if the pupil is, or may be, participating in the regular education environment. If more than one regular education teacher is providing instructional services to the individual with exceptional needs, one regular education teacher may be designated by the local educational agency to represent the others.

The regular education teacher of an individual with exceptional needs shall, to the extent appropriate, participate in the development, review, and revision of the pupil's individualized education program, including assisting in the determination of appropriate positive behavioral interventions and supports, and other strategies for the pupil, and the determination of supplementary aids and services, program
modifications, and supports for school personnel that will be provided for the pupil, consistent with
subclause (IV) of clause (i) of subparagraph (A) of paragraph (1) of subsection (d) of Section 1414 of
Title 20 of the United States Code.
(3) Not less than one special education teacher of the pupil, or if appropriate, not less than one special
education provider of the pupil.
(4) A representative of the local educational agency who meets all of the following:
(A) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique
needs of individuals with exceptional needs.
(B) Is knowledgeable about the general curriculum.
(C) Is knowledgeable about the availability of resources of the local educational agency.
(5) An individual who can interpret the instructional implications of the assessment results. The
individual may be a member of the team described in paragraphs (2) to (6), inclusive.
(6) At the discretion of the parent, guardian, or the local educational agency, other individuals who have
knowledge or special expertise regarding the pupil, including related services personnel, as appropriate.
The determination of whether the individual has knowledge or special expertise regarding the pupil shall
be made by the party who invites the individual to be a member of the individualized education program
team.
(7) Whenever appropriate, the individual with exceptional needs.
(c) In accordance with Sections 300.540 and 300.542 of Title 34 of the Code of Federal Regulations, for a
pupil suspected of having a specific learning disability, at least one member of the individualized
education program team shall be qualified to conduct individual diagnostic examinations of children, such
as a school psychologist, speech-language pathologist, or remedial reading teacher. In accordance with
Section 300.542 of Title 34 of the Code of Federal Regulations, at least one team member other than the
pupil's regular teacher shall observe the pupil's academic performance in the regular classroom setting. In
the case of a child who is less than schoolage or out of school, a team member shall observe the child in
an environment appropriate for a child of that age.
(d) (1) In the case of transition services, the local educational agency shall invite an individual with
exceptional needs to attend his or her individualized education program meeting if a purpose of the
meeting will be the consideration of the needed transition services for the individual.
(2) If the individual with exceptional needs does not attend the individualized education program meeting,
the local educational agency shall take steps to ensure that the individual's preferences and interests are
considered.
(3) The local educational agency also shall invite to the individualized education program team meetings
a representative that is likely to be responsible for providing or paying for transition services. If an agency
invited to send a representative to a meeting does not do so, the local educational agency shall take other
steps to obtain participation of the other agency in the planning of any transition services.
(e) A local educational agency may design a representative that is likely to be responsible for providing or
paying for transition services. If an agency invited to send a representative to a meeting does not do so, the
local educational agency shall take other steps to obtain participation of the other agency in the planning of any transition services.
(f) A member of the individualized education program team may designate another local educational agency member of
the individualized education program team to serve also as the representative required pursuant to paragraph
(4) of subdivision (b) if the requirements of subparagraphs (A), (B), and (C) of paragraph (4) of subdivision (b) are met.
(g) A member of the individualized education program team may be excused from attending an
individualized education program meeting, in whole or in part, when the meeting involves a modification
to or discussion of the member's area of the curriculum or related services, if both of the following occur:
(1) The parent and the local educational agency consent to the excusal after conferring with the member.
(2) The member submits in writing to the parent and the individualized education program team, input
into the development of the individualized education program prior to the meeting.
(h) A parent's agreement under subdivision
(f) and consent under subdivision
(g) shall be in writing.

(i) In the case of a child who was previously served under Chapter 4.4 (commencing with Section 56425), Early Education for Individuals with Exceptional Needs, or the California Early Intervention Services Act under Title 14 (commencing with Section 95000) of the Government Code, an invitation to the initial individualized education program team meeting shall, at the request of the parent, be sent to the infants and toddlers with disabilities coordinator or other representatives of the early education or early intervention system to assist with the smooth transition of services.

**Individualized Family Service Plan (IFSP) (ECS 95020)**

(a) Each eligible infant or toddler shall have an individualized family service plan. The individualized family service plan shall be used in place of an individualized program plan required pursuant to Sections 4646 and 4646.5 of the Welfare and Institutions Code, the individual education plan required pursuant to Section 56340 of the Education Code, or any other applicable service plan.

(b) For an infant or toddler who has been evaluated for the first time, a meeting to determine eligibility and to develop the initial individualized family service plan shall be conducted within 45 calendar days of receipt of the written referral. Written parent consent to evaluate and assess shall be obtained within the 45-day timeline. A regional center, local education agency, or their designees shall initiate and conduct this meeting.

(c) The individualized family service plan shall be in writing and shall address all of the following:

1. A statement of the infant or toddler's present levels of physical development including vision, hearing, and health status, cognitive development, communication development, social and emotional development, and adaptive developments.

2. With the concurrence of the family, a statement of the family’s concerns, priorities, and resources related to meeting the special developmental needs of the eligible infant or toddler.

3. A statement of the major outcomes expected to be achieved for the infant or toddler and family where services for the family are related to meeting the special developmental needs of the eligible infant or toddler.

4. The criteria, procedures, and timelines used to determine the degree to which progress toward achieving the outcomes is being made and whether modifications or revisions are necessary.

5. A statement of the specific early intervention services necessary to meet the unique needs of the infant or toddler as identified in paragraph (3), including, but not limited to, the frequency, intensity, location, duration, and method of delivering the services, and ways of providing services in natural environments.

6. A statement of the agency responsible for providing the identified services.

7. The name of the service coordinator who shall be responsible for facilitating implementation of the plan and coordinating with other agencies and persons.

8. The steps to be taken to ensure transition of the infant or toddler upon reaching three years of age to other appropriate services. These may include, as appropriate, special education or other services offered in natural environments.

9. The projected dates for the initiation of services in paragraph (5) and the anticipated duration of those services.

(d) Each service identified on the individualized family service plan shall be designated as one of three types:

1. An early intervention service, as defined in Part H (20 U.S.C. Section 1472 (2)), and applicable regulations, that is provided or purchased through the regional center, local education agency, or other participating agency. The State Department of Health Services, State Department of Social Services, State Department of Mental Health, and State Department of Alcohol and Drug Programs shall provide services in accordance with state and federal law and applicable regulations, and up to the level of funding as appropriated by the Legislature. Early intervention services identified on an individualized family service plan that exceed the funding, statutory, and regulatory requirements of these departments shall be provided or purchased by regional centers or local education agencies under subdivisions (b) and (c) of Section 95014. The State Department of Health Services, State Department of Social Services, State Department of Mental Health, and State Department of Alcohol and Drug Programs shall not be
required to provide early intervention services over their existing funding, statutory, and regulatory requirements.

(2) Any other service, other than those specified in paragraph (1), which the eligible infant or toddler or his or her family may receive from other state programs, subject to the eligibility standards of those programs.

(3) A referral to a nonrequired service that may be provided to an eligible infant or toddler or his or her family. Nonrequired services are those services that are not defined as early intervention services or do not relate to meeting the special developmental needs of an eligible infant or toddler related to the disability, but which may be helpful to the family. The granting or denial of nonrequired services by any public or private agency is not subject to appeal under this title.

(e) An annual review, and other periodic reviews of the individualized family service plan for an infant's or toddler and the infant or toddler's family shall be conducted to determine the degree of progress that is being made in achieving the outcomes specified in the plan and whether modification or revision of the outcomes or services is necessary. The frequency, participants, purpose, and required processes for annual and periodic reviews shall be consistent with the statutes and regulations under Part H and this title, and shall be specified in regulations adopted pursuant to Section 95028.

**Individuals with Exceptional Needs (ECS 56026)**

"Individuals with exceptional needs" means those persons who satisfy all of the following:

(a) Identified by an individualized education program team as children with disabilities as that phrase is defined in paragraph (1) of subdivision (a) of Section 1401 of Title 20 of the United States Code.

(b) Their impairment, as described by subdivision (a), requires instruction, services, or both which cannot be provided with modification of the regular school program.

(c) Come with one of the following age categories:

(1) Younger than three years of age and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education.

(2) Between the ages of three to five years, inclusive, and identified by the district, the special education local plan area, or the county office as requiring intensive special education and services, as defined by the State Board of Education; or between the ages of three and five years, inclusive, and identified by the district, special education local plan area, or county office pursuant to Section 56441.11.

(3) Between the ages of five and 18 years, inclusive.

(4) Between the ages of 19 and 21 years, inclusive; enrolled in or eligible for a program under this part or other special education program prior to his or her 19th birthday; and has not yet completed his or her prescribed course of study or who has not met proficiency standards prescribed pursuant to Sections 51215 and 51216.

(A) Any person who becomes 22 years of age during the months of January to June, inclusive, while participating in a program under this part may continue his or her participation in the program for the remainder of the current fiscal year, including any extended school year program for individuals with exceptional needs established pursuant to regulations adopted by the State Board of Education, pursuant to Article 1 (commencing with Section 56100) of Chapter 2.

(B) Any person otherwise eligible to participate in a program under this part shall not be allowed to begin a new fiscal year in a program if he or she becomes 22 years of age in July, August, or September of that new fiscal year. However, if a person is in a year-round school program and is completing his or her individualized education program in a term that extends into the new fiscal year, then the person may complete that term.

(C) Any person who becomes 22 years of age during the months of October, November, or December while participating in a program under this act shall be terminated from the program on December 31 of the current fiscal year, unless the person would otherwise complete his or her individualized education program at the end of the current fiscal year or unless the person has not had an individual transition plan incorporated into his or her individualized education program and implemented from the age of 20 years, in which case the person shall be terminated from the program at the end of the fiscal year.
(D) No school district, special education local plan area, or county office of education may develop an individualized education program that extends these eligibility dates, and in no event may a pupil be required or allowed to attend school under the provisions of this part beyond these eligibility dates solely on the basis that the individual has not met his or her goals or objectives.
(d) Meet eligibility criteria set forth in regulations adopted by the board, including, but not limited to, those adopted pursuant to Article 2.5 (commencing with Section 56333) of Chapter 4.
(e) Unless disabled within the meaning of subdivisions (a) to (d), inclusive, pupils whose educational needs are due primarily to unfamiliarity with the English language; temporary physical disabilities; social maladjustment; or environmental, cultural, or economic factors are not individuals with exceptional needs.
(f) This section shall remain in effect only until California terminates its participation in special education programs for individuals with exceptional needs between the ages of three and five years, inclusive, pursuant to Section 56448, and as of that date is repealed.

Intensive Special Education and Services (CCR. 5, Section 3001 (n))

"Intensive special education and services" means instruction and services, without which the individual would be unable to develop the skills necessary to achieve educational goals appropriate to his or her developmental and cognitive level or potential. Such instruction and services may be provided in any of the program options as stated in Education Code Section 56361.

Least Restrictive Environment (LRE) or Maximum Interaction (ECS 56001 (g))

Individuals with exceptional needs are offered special assistance programs that promote maximum interaction with the general school population in a manner that is appropriate to the needs of both.

Local Education Agency (LEA)

Local education agency means a public board of education or other public authority legally constituted within a state for either administrative control or direction of or to perform a service function for public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a state or such combination of school districts or counties as are recognized in a state as an administrative control and direction of a public elementary or secondary school, including intermediate education units. The term also includes Responsible Local Agency (RLA) having responsibility for a Special Education Local Plan Area (SELPA).

Low Incidence Disability (ECS 56026.5)

"Low incidence disability" means a severe disabling condition with an expected incidence rate of less than one percent of the total statewide enrollment in kindergarten through grade 12. For purposes of this definition, severe disabling conditions are hearing impairments, vision impairments, and severe orthopedic impairments, or any combination thereof.

Parent (ECS 56028)

"Parent" includes any person having legal custody of a child. "Parent," in addition, includes any adult pupil for whom no guardian or conservator has been appointed and the person having custody of a minor if neither the parent nor legal guardian can be notified of the educational actions under consideration. "Parent" also includes a parent surrogate. "Parent" does not include the state or any political subdivision of government.
Referral for Assessment (ECS 56029)

Any written request for assessment to identify an individual with exceptional needs made by a parent, teacher, or other service provider.

Related Service (Title 34, Code of Federal Regulations, Section 300.13)

Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a handicapped child with exceptional needs to benefit form special education, and includes speech pathology and audiology, psychological services, physical and occupational therapy, recreation, early identification and assessment of disabilities in children, counseling services, and medical services for diagnostic or evaluation purposes. The term also includes school health services, social work services in schools and parent counseling training.

Severely Disabled (SH) (ECS 56030.5)

"Severely disabled" means individuals with exceptional needs who require intensive instruction and training in programs serving pupils with the following profound disabilities: autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbances, severe mental retardation, and those individuals who would have been eligible for enrollment in a development center for handicapped pupils under Chapter 6 (commencing with Section 56800) of this part, as it read on January 1, 1980.

Site Administrator

Administrator of the school site where the student is in attendance.

Special Education (ECS 56031)

"Special education" means specially designed instruction, at no cost to the parent, to meet the unique need of individuals with exceptional needs, whose educational needs cannot be met with modification of the regular instruction program, and related services, at no cost to the parent, that may be needed to assist these individuals to benefit from specially designed instruction. Special education is an integral part of the total public education system and provides education in a manner that promotes maximum interaction between children or youth with disabilities and children or youth who are not disabled, in a manner that is appropriate to the needs of both. Special education provides a full continuum of program options to meet the educational and service needs of individuals with exceptional needs in the least restrictive environment. Individuals with exceptional needs shall be grouped for instructional purposes according to their instructional needs.

Special Education Local Plan Area (SELPA)

A single district or group of school districts joining with the county office of education organized within a specific geographic area to coordinate the administration and delivery of special education services and perform functions according to their local plan for that service area.

Special Education Program Options

1. Special Classes and Centers (SCC)
   a. Special Day Class (SDC): A classroom which enrolls for the majority of the school day, pupils with similar and more intensive educational needs which cannot currently be met in a lesser restrictive environment. No maximum class size is specified by law but funding has been based on an average of 10 students.
b. Special Center (SC): A program which provides intensive educational and physical care for individuals with exceptional needs who are unable to benefit from a special class or other special education program alternatives, i.e., programs formerly identified as Development Center for Handicapped (DCH).

Special classes and centers and other removal of individuals with exceptional needs from the regular education environment shall occur only when the nature of severity of the handicap is such that regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

2. Resource Specialist Program (RSP): a program designed to help children who spend a majority of the day in regular classes. The resource specialist's role is determined by the local program plan and includes responsibilities as teacher, consultant, and coordinator. Maximum caseload is 28 students.

3. Designated Instruction and Services (DIS): Refer to the definition in this Glossary.

4. Certified Nonpublic, Nonsectarian School or Agency (NPS/NPA): Refer to the definition in this Glossary.

5. State Special Schools: Residential schools operated by the State Department of Education to serve blind, deaf, and neurologically handicapped pupils whose needs are so specialized that they cannot be met by the local school district or SELPA. Referral through the local district IEP team.

**Transition**

Refers to movement from one educational program option or level to another, as well as, to movement from high school to adult program opportunities.

**Transition Planning Statement (ECS 56345.1)**

A statement of needed transition services, pursuant to paragraphs (19) and (20) of subsection (a) of Section 1401 of Title 20 of the United States Code, shall be included in the pupil's individualized education program beginning not later than age 16 years and annually thereafter, or when determined appropriate for pupil, beginning at age 14 years or younger. In addition, the program shall include, when appropriate, a statement of the interagency responsibilities or linkages, or both, before the pupil leaves the school setting.
Exhibit E

Agreement for Personnel and Fiscal Services
AGREEMENT FOR PERSONNEL AND FISCAL SERVICES

THIS AGREEMENT is entered into this ___________ day of ________, 2001, by and between the NORTH INLAND SPECIAL EDUCATION LOCAL PLAN AREA (hereinafter SELPA), a consortium of public educational agencies in North Inland, San Diego County, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, the RESPONSIBLE LOCAL AGENCY (hereinafter RLA), a member agency of the SELPA and,

WHEREAS, the SELPA was created to develop a Local Plan for the education of children with exceptional needs who live within the region and to implement that plan by providing a governance structure and any administrative support; and,

WHEREAS, the Superintendents' Council acting as the administrative overseer must approve any action taken by the agency designated as the RLA which affects the SELPA; and,

WHEREAS, the SELPA is empowered to designate an administrative entity to perform functions necessary to the implementation of the plan, such as personnel, fiscal, and other administrative support services; and,

WHEREAS, the SELPA designates the San Diego County Superintendent of Schools as the RLA for the duration of this agreement; and,

WHEREAS, Education Code Section 1294.5 authorizes the RLA to hire certificated employees to provide services conducted under contract with public agencies, and the RLA is willing to provide the personnel services outlined below; and,

WHEREAS, the RLA is able and willing to provide the other personnel and fiscal services outlined below; NOW, THEREFORE,

The SELPA and the RLA agree:

CERTIFICATED SERVICES

1.0 On an annual basis, according to the San Diego County Office of Education budget calendar, the SELPA, through the Superintendents' Council shall adopt and provide
a plan of those program services to be provided at the SELPA level by certificated personnel for the ensuing school year.

1.1 The plan shall specifically identify the number and types of certificated positions required and stated in terms of full-time equivalents or fractions thereof.

The plan, which includes required competencies and credentials, shall also include the length of the service year for each position in accordance with the job description developed by the SELPA.

1.2 The plan shall include the consideration of the SELPA employees as members of the administrative unit of the RLA and maintain those employees on the RLA’s salary schedule.

2.0 If, after the annual plan is submitted by the SELPA, a change in the budget allows the SELPA to increase the number of positions contracted for, the SELPA, through the Superintendents’ Council, may, in writing, amend the annual plan to include additional full-time equivalents or fractions thereof. Any amendments shall be incorporated into the annual plan and shall be subject to the provisions which govern the annual plan.

3.0 The RLA, under the authority of Education Code Section 1294.5, agrees to employ persons who possess the appropriate credentials and competencies, as determined by the SELPA, to provide those services called for in the annual plan.

4.0 Under this Agreement, the RLA shall have the responsibility of coordinating the selection process to fill the certificated positions called for in this Agreement. This shall include the development of job descriptions in accordance with the SELPA’s annual plan and the announcement of position openings. The screening of applications, the interviewing of applicants, and the selection and recommendation for the hiring of the successful candidates shall be coordinated by the RLA in accordance with the SELPA Superintendents Council.

4.1 The RLA shall conduct an open recruitment. The distribution of notices and the receipt and processing of applications shall be conducted by the RLA in accordance with law and regulation and in conjunction with the SELPA Director.

4.2 All applications received as a result of an open recruitment shall be deposited with the RLA.

4.3 Selection of personnel to certificated positions and subsequent appointments shall be made by the County Superintendent of Schools upon recommendation of the Superintendents’ Council.
5.0 Subject to the RLA's legal responsibility as employer, the SELPA, through its Superintendents' Council and/or designee, shall be responsible to evaluate and initiate disciplinary procedures in regard to those employees assigned to the SELPA.

5.1 The personnel file for each employee assigned to the SELPA shall be maintained by the RLA. The Superintendents’ Council and/or designee shall have full access to these files and may make copies of materials in such files for appropriate use.

5.2 All personnel employed pursuant to this Agreement and assigned to the SELPA shall be afforded all those rights and responsibilities of certificated employees of the RLA, subject only to those special conditions set forth in Education Code Section 1294.5.

**CLASSIFIED SERVICES**

1.0 Under this Agreement, the RLA shall have the responsibility of administering the selection process to fill the classified positions requested by the SELPA within the scope of the collective bargaining unit and within the scope of the Personnel Commission. This shall include the development of a statement of the duties and responsibilities to be assigned the position, in accordance with the specified needs of the SELPA, and the announcement of position openings. The screening of applications, the interviewing of applicants, and the selection and recommendation for appointment of the successful candidate shall be conducted by the RLA in conjunction with the SELPA Director.

1.1 The SELPA Director shall participate in open recruitment for classified employees. Lateral transfers by current RLA employees will be considered.

1.2 All applications received as a result of any recruitment shall be deposited with the RLA. Copies of all applications received shall be forwarded to the SELPA Director.

1.3 All appointments of personnel to classified positions shall be made by the County Superintendent of Schools upon recommendation of the SELPA Superintendents’ Council.

2.0 Subject to the RLA’s legal responsibility as employer, the SELPA, through its Director, shall supervise, evaluate, and initiate disciplinary procedures in regard to those employees assigned to the SELPA.

2.1 The personnel file for each employee assigned to the SELPA shall be maintained by the RLA. The SELPA Director shall have full access to these files and may make copies of materials in such files for appropriate use.

2.2 All personnel employed pursuant to this Agreement and assigned to the SELPA shall be afforded all those rights and responsibilities of classified employees of the RLA.
FISCAL SERVICES

1.0 The RLA shall provide a Chart of Accounts and revise the appropriate accounts in accordance with the Standard Account Code Structure as outlined by the California Department of Education. The RLA shall provide information regarding fiscal procedures and forms as necessary to keep the SELPA apprised of RLA and state policies and procedures.

2.0 The RLA shall provide the following services to the SELPA:
   - Purchasing: process purchase requisitions, process contracts, and coordinate bidding when required;
   - Accounts Payable: process purchase orders as submitted by the SELPA, reconcile vendor invoices, and prepare warrants for authorized accounts payable;
   - Accounts Receivable: process accounts receivable invoices as submitted by the SELPA and post daily activities;
   - General Accounting: coordinate accounting, payroll and benefits processing, and purchasing.

Upon request, copies of all invoices shall be provided to the SELPA Director.

3.0 The RLA shall approve the annual auditor and make available to the auditor full disclosure of financial information regarding income, expenditures, and related operations.

4.0 The RLA shall provide monthly financial reports to the SELPA Director, including revised budget summary balances, and perform other routine financial management services as necessary. Additional reports will be provided upon request by the SELPA within the scope of the RLA’s financial system.

5.0 The SELPA Director shall provide allocation plans for the distribution of revenue within the SELPA in accordance with state requirements.

6.0 The RLA shall allocate revenue to participating districts in conjunction with the SELPA allocation plan. Advanced apportionments shall be based on the latest available prior year allocation plan until a current year plan is received.

7.0 The RLA shall make available to the SELPA its printing facilities, postage meter and equipment, stores, and other facilities and equipment as needed for the execution of the SELPA’s duties at a reasonable cost.

8.0 The RLA shall assist the SELPA Director with location of appropriate housing for the SELPA operation and prepare lease or rental agreements for such housing in accordance with specifications drawn by the SELPA Superintendents’ Council.
and subject to its approval and in accordance with purchasing procedures of the RLA.

9.0 The RLA shall receive gifts, contributions, and services for the use of the SELPA as specified by donors.

10.0 The RLA will accept SELPA budget revisions regarding expenditures and revenue as provided by the SELPA Director. The revisions will be reflected in the subsequent monthly statement after RLA Board approval.

11.0 The RLA shall charge an indirect cost rate of 4 percent against all SELPA programs and accounts, excluding district contracts. SELPA programs shall include but not be limited to:
- Program Specialists
- Regionalized Services
- Low Incidence
- AB 602 Support
- Extraordinary Cost Pool
- NPS Pool
- District Support
- Other

12.0 The RLA shall distribute grant award funds as determined by the SELPA Director for SELPA distribution. All allocation of resources requires Superintendents’ Council approval.

13.0 The RLA will complete an end-of-year report reflecting revenue and expenditures for each fiscal year by September 30.

14.0 The RLA will carry-over ending balances in SELPA accounts and place ending balances in the contingency account. Itemized budgeting of carry-over balances will require RLA board approval if amounts exceed $2,000.

15.0 The RLA and the SELPA will handle grant award funds as required by federal and state guidelines.

**GENERAL PROVISIONS**

1.0 The SELPA shall provide the RLA with a current copy of its policies as outlined in the Local Plan. The SELPA shall provide the RLA with any and all modifications to these policies.

2.0 The term of this Agreement shall be for one (1) year commencing July 1, 2001, and ending June 30, 2002. This Agreement shall automatically renew from year to year unless either party indicates intent to terminate prior to February 15.
immediately preceding the end of any fiscal year. The SELPA shall have agreed to the administrative fee prior to the February 15 deadline.

3.0 This agreement may be amended by the mutual consent of the parties. The party seeking such amendment shall give not less than thirty (30) days written notice to the other party. Any such amendments shall be in writing and signed by both parties and incorporated herein. This provision shall not apply to the amendment of the annual plan by the SELPA.

4.0 During the term of this Agreement, either party may terminate this Agreement by serving the other party with written notice of its intent to terminate no later than February 15 immediately preceding the end of any fiscal year.

5.0 To the extent allowed by law, the SELPA shall defend, indemnify, and save harmless the other party to this Agreement and its officers and employees against any and all claims, actions, liabilities, and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in their performance of this Agreement.

6.0 It is further agreed that each party will give sufficient notice to the other party to enable it to participate and conduct an appropriate defense as to any claims made.

7.0 This Agreement shall be effective upon its mutual execution by the parties hereto.

THIS AGREEMENT was executed on July 6, 2001 by:

NORTH INLAND CONSORTIUM FOR SPECIAL EDUCATION
LOCAL PLAN AREA
SUPERINTENDENTS' COUNCIL

By [Signature]
Chairperson
June 25, 2001

Date approved by the SELPA
Superintendents' Council

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By [Signature]
Superintendent or Designee

Date
12-5-01