



# Special Education Local Plan

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**CHAPTER III**  
**GOVERNANCE AND ADMINISTRATION**

## **GOVERNANCE AND ADMINISTRATION**

### **PURPOSE**

The El Dorado County Charter SELPA is composed of local educational agency charters (LEAs) located outside the geographic boundaries of El Dorado County. The El Dorado County Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency (RLA) and the County Superintendent of Schools as the Superintendent of the RLA.

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

The function of the SELPA and participating agencies is to provide a quality educational program appropriate to the needs of each eligible child with a disability who is served by the Charter SELPA members.

All such programs are operated in a cost effective manner consistent with the funding provisions of Education Code Section 56700 et seq, IDEA, all other laws and policies, and the procedures of the El Dorado County Charter Special Education Local Plan Area.

### **CHANGES IN THE GOVERNANCE STRUCTURE**

Any changes in the governance structure of the El Dorado County Special Education Local Plan Area, including the dividing of the SELPA into more than one operating entity, changing the designation of and/or responsibilities of the Responsible Local Agency, are subject to specific Provisions of Education Code Sections 56140, 56195, et seq., 56195.7 et seq., 56200 et seq., and 56205 et seq.

1. Any local agency which is currently designated as a Local Education Agency (LEA) participating in the El Dorado County Local Plan for Special Education may elect to pursue an alternative option from those specified in Education Code Section 56195.1 by notifying the appropriate county superintendent at least one year prior to the date the alternative plan would become effective (E.C. 56195.3(b)).

2. Any alternative plan of an LEA is subject to the approval of the county superintendent of the county or counties which would have school districts as participating agencies in the alternative plan. (E.C. 56195.1)
3. Approval of a proposed alternative plan by the appropriate county superintendent may be based on the capacity of the LEA Charter(s) to ensure that special education programs and services are provided to all children with disabilities. (E.C. 56140(b))
4. If an alternative plan is disapproved by a county superintendent, the county office shall return the plan with comments and recommendations to the LEA charter(s). The charter or charters participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction. (E.C. 56140 (b) (2))
5. Any alternative plan to be submitted by a charter or a group of charters currently participating in the El Dorado County Charter SELPA must meet the standards established by the State Board of Education and not adversely affect the size and scope status of the current local plan geographic area.
6. Any changes in the designation of the responsible local agency for the El Dorado County Charter SELPA must conform to the above code provisions and the administrative provisions and the administrative provisions for approval as specified in the Local Plan

Disagreements among the participating agencies of the El Dorado County Charter SELPA are attempted to be resolved through dispute resolution procedures. If not resolved, the matter would be presented to the Chief Executive Officers' (CEO) Council for discussion and dispute resolution.

## **GOVERNANCE STRUCTURE OF THE PLAN**

California Education Code Section 56200 (c) (2) requires that the Local Plan, "specify the responsibilities of each participating county office and district governing board in the policy-making process, the responsibilities of the superintendent 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 plan." In accordance with this provision, the El Dorado County Charter SELPA has developed the following governance structure, policy development and approval process.

## **RESPONSIBILITIES OF EACH GOVERNING BOARD IN THE POLICY- MAKING PROCESS AND PROCEDURES FOR CARRYING OUT THE RESPONSIBILITY**

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation, Representations and Warranties, and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and the Board of the El Dorado County Office of Education. Amendments to the Local Plan to revise LEA membership (additions/deletions) shall be approved by the Board of the El Dorado County Office of Education. Prior to County Board approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in Charter SELPA policies. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Board of the El Dorado County Office of Education will hold the required public hearings and approve the annual service plan and the annual budget plan. The plans shall be sent to all charter LEA members and communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting. Notice of the public hearings shall be posted in each charter school at least 15 days prior to the hearing, as required by law.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegate the ongoing policy-making process, the allocation plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

### **RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICERS CHARTER SELPA CHIEF EXECUTIVE OFFICERS' (CEO) COUNCIL**

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization Partners, that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code [54950-54963](#)), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services,

functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held; generally in September and May.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and the Governing Board of the El Dorado County Office of Education.

#### Charter School Admission Criteria:

It is the intent of the El Dorado County Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership. Therefore, there are specific criteria which must be met in order for a charter school to be considered for membership in the El Dorado County Charter SELPA.

#### **Charter SELPA Selection Committee**

As outlined in Charter SELPA policies, a Charter SELPA Selection Committee has been established to approve the admission of new Charters to the SELPA. The Charter SELPA Selection Committee is comprised of:

- The El Dorado County Superintendent of Schools/Designee
- One Charter CEO, member of the CEO Executive Committee
- One Charter CEO selected by the El Dorado County Superintendent of Schools/Designee

The Charter SELPA Selection Committee will meet, review all documents, and approve or reject members. Because of a high volume of applications to the Charter SELPA, the Selection Committee may include more than one member of the CEO Executive Committee or CEO Council and more than one Charter CEO selected by the EDCOE County Superintendent/Designee in order to efficiently review the number of applications submitted. Meetings may take place through teleconference. For the purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

The Charter SELPA Selection Committee will inform the CEO Council members of their decision. The Charter SELPA AU shall inform the charter school of the decision.

Any charter school may apply to the Charter SELPA Selection Committee to become a LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA Superintendent/designee for unique circumstances, including State Board of Education charter approvals.

The applicant member, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee, and subsequent Local Plan Membership amendment approved by El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

The Charter SELPA Selection Committee shall review applications to determine if the applicants meet the requirements of the application process as established by the Charter SELPA. The Charter SELPA Selection Committee will inform the CEO Council members of their decision.

Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA, pursuant to Charter SELPA policies, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA has significant documentation available to assess the new charter LEA capacity.

The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval of the Charter SELPA, and subsequent Local Plan Membership amendment approved by the El Dorado County Office of Education Governing Board, and the California Department of Education. The applicant member charter LEA board must also take action to approve membership.

### **Charter SELPA Membership Appeals Committee**

The Charter SELPA Membership Appeals Committee meets on an “as needed basis” to hear Selection Committee appeals and membership termination appeals. The El Dorado County Superintendent/designee shall serve as an ex officio member of the Charter SELPA Membership Appeals Committee. An invitation to participate in the Membership Appeals Committee shall be issued annually at the first CEO Council meeting of the fiscal year.

Charter SELPA Membership Appeals Committee meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code [54950-54963](#)) which requires that SELPA Membership Appeals committee members conduct business at properly noticed and agendized public meetings.

## **CHARTER SELPA EXECUTIVE COMMITTEE**

### **Responsibilities of the Charter SELPA Executive Committee**

The Executive Committee shall serve as an informal advisory body to the Charter SELPA. The Executive Committee shall be comprised of all Charter SELPA CEO Council members who have an interest in participating as a committee member. Committee participation shall be at the discretion of individual members who shall be free to attend, or not attend, meetings as they choose. However, at no time shall an Executive Committee meeting be conducted with a majority of SELPA members.

Committee meetings shall occur from time to time on an informal basis as the Committee may determine. The Committee shall have no continuing subject matter jurisdiction. However, it is contemplated that the Committee shall, from time to time, consider and advise the Charter SELPA on administrative matters including, but not limited to, program operations, future strategic planning, procedural matters, and fiscal considerations.

An invitation to participate in the Executive Committee shall be issued annually at the first CEO Council meeting for the fiscal year. The El Dorado County Superintendent/designee shall serve as an ex-officio member of the Executive Committee.

Summaries of the Executive Committee meetings shall be transmitted to the full membership of the Charter CEO Council.

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

Each charter school may select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA AU on the implementation of the El Dorado County Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. § 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA, meetings may take place through teleconference. For purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

### **Charter SELPA Special Education Steering Committee**

The Steering Committee serves in an advisory capacity to the Charter SELPA. Each charter LEA is entitled to select one representative for this committee. The Steering Representatives are the charter LEA’s special education directors or special education



program leads. They meet regularly for the purpose of advising the Charter SELPA and receiving and disseminating direct program/instructional information.

### **Charter SELPA Special Education Fiscal Committee**

The Fiscal Committee meets twice per year. The designated fiscal representative from each charter LEA member is invited to attend. Charter CEOs and Special Education Administrative contacts are invited to attend as well. Meetings take place through teleconference. The meeting serves as a communication tool to inform fiscal contacts of actions taken by CEO Council that may have budgeting and financial reporting considerations.

### **FULL CONTINUUM OF SERVICES**

Both state and federal law provides that students with exceptional needs are entitled to a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs in the least restrictive environment (LRE). Each SELPA member must ensure that all children served under their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, evaluated and served. Therefore, a full continuum of services are available within the Charter SELPA.

Given this fact, the plan provides funding per the Charter SELPA Educational Allocation Plan to the Charter Schools so that they may appropriately provide for all the students with special education needs attending their schools. This obligation can be met in several ways, which may include:

1. Hire appropriately credentialed special education staff.
2. Contract with another LEA.
3. Contract with Nonpublic Schools/Agencies.

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

## **EVALUATION**

E. C. 56600 was written, in part, to ensure that SELPAs participate with all State efforts to provide for ongoing comprehensive evaluation of special education programs in order to refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts.

The El Dorado County Charter SELPA annually submits all information required by the California Department of Education, Special Education Division, in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the El Dorado County Charter SELPA.

The Charter SELPA Administration is responsible for collecting all data required by the California Department of Education related to special education budgets and services, and reports them annually.

SELPA staff supports all members of the Charter SELPA in the collection of data related to compliance, due process procedures, availability of services, key performance indicators, etc., as needed.

## **DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS**

California Department of Education requires of each SELPA the collection of specified data in such a manner as to be communicative with the CASEMIS – Management Information System of the State.

The Charter SELPA has designed and implemented a data collection and storage system that provides for the management and reporting of required data for state and federal systems. The SELPA continues to work with the State's Department of Management Information System to collect and report all required data related to special education fiscal and program services, and to provide other pertinent information necessary for the operation of the SELPA.

The Charter SELPA staff supports all the member LEA charter schools in the Charter SELPA in their collection and reporting of required data.

The Charter SELPA staff strives to support a system which is responsive to the data needs of the member LEA charter schools.

## **PROVISION FOR ONGOING REVIEW OF PROGRAMS**

The State has in place a system for review of the special education programs in the charter schools. It is the responsibility of the SELPA to support the delivery of effective programs and services in its LEAs, to support a continuum of appropriate service

options, to improve the quality of the programs offered, and to monitor them and participate in review processes, including the Key Performance Indicator, the Procedural Safeguards, complaint processes and mediation and due process procedures.

The El Dorado County Charter SELPA endeavors first to provide adequate information, resources and support to all its member LEA charters, so that they may deliver compliant, quality services. Further, the Charter SELPA staff, under the direction of the CEO Council and in conjunction with the CAC and the informal advisement from the CEO Executive Committee, participates in all State review processes and any local review processes to ensure that appropriate and necessary services are offered for all children with disabilities and to support continuous improvement of those services.

The SELPA ensures that adequate information related to all areas of compliance is available to all the charter LEA members.

The SELPA ensures the availability of a full continuum of options, supplemental aids and services, and regionalized programs, for all children with disabilities, severe low incidence, and non-severe.

### **PROCESS FOR ALLOCATING PROGRAM SPECIALIST SERVICES THROUGHOUT THE REGION**

The Charter SELPA currently employs program specialist(s). In addition, in accordance with Education Code §56780, all coordination responsibilities for program specialist services as outlined are fully supported through the governance structure of the SELPA. This includes the administrative staff, program specialist services, Charter Special Education Steering Committee, Charter Executive Committee, and Charter CEO Council. Openings for program specialist positions are advertised, and the selection processes conducted are consistent with County Office hiring practices. The interview panel includes representatives from LEAs, as well as SELPA personnel.

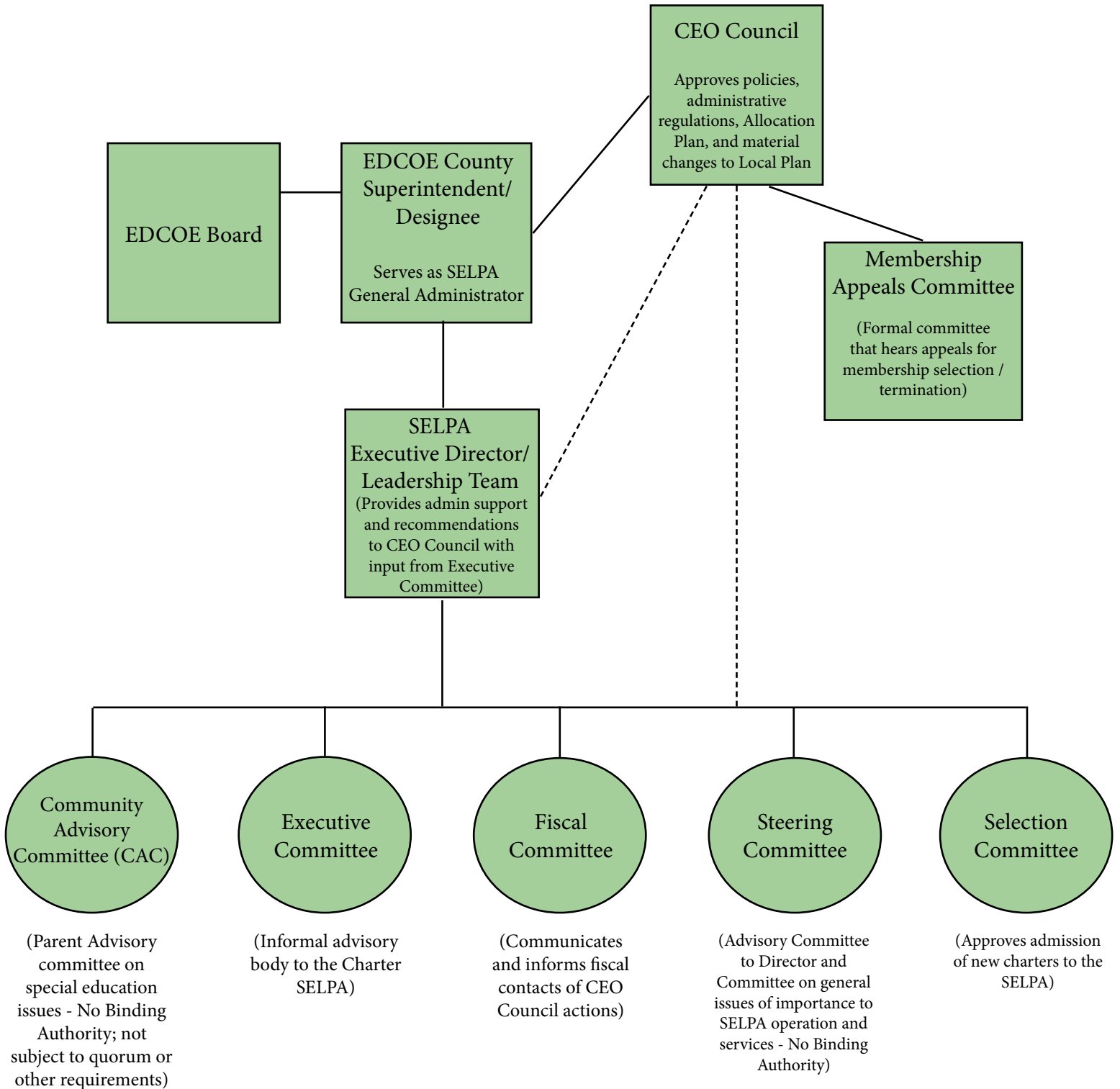
Duties of program specialists are those specified in Education Code §56368 and the Local Plan:

- A. Assist Resource Specialist, Designated Instruction and Service instructors, and Special Class Teacher in the planning and implementation of individual education programs for children whose disability is in the area or expertise of the Program Specialist.
- B. Coordinate curricular resources in a manner to make them available and effective for personnel who are in need of the resources.
- C. In conjunction with the SELPA Director, assess program effectiveness to promote the program for individuals with exceptional needs.
- D. Participate in school staff development, research, program development, and innovation or special methods and approaches.
- E. Provide coordination, consultation, and program development in areas to which the program specialist is assigned.

- F. Under the direction of the SELPA Director, assure the pupils have full educational opportunity, regardless of the district of residence in the Special Education Local Plan Area.
- G. Participate in I.E.P.s at the request of Local Education Agency or parent.
- H. Assist Local Education Agencies with non-public, non-sectarian and state school placements when requested.

Safeguards for the assurance of appropriate use of regionalized funds are the responsibility of the SELPA Executive Director and as approved by the governance structure. Program Specialist(s) are employed by the AU and supervised by the SELPA Director.

# El Dorado County Charter SELPA Flow Chart



**AGREEMENT FOR PARTICIPATION**  
**EL DORADO COUNTY CHARTER SELPA**

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

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

**DEFINITIONS**

LEA: as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

RLA: Responsible Local Agency, as described in Education Code Section 56030. Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

Charter SELPA CEO Council: This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level. Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

Charter Executive Committee: The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. This committee serves as an informal advisory body to the Charter SELPA AU.

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

Special Education Community Advisory Committee – CAC: Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Executive Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§ 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

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

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

### **LEA MEMBER RESPONSIBILITIES AND DUTIES:**

Each LEA agrees that it is subject to the following responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the SELPA, and these responsibilities and duties cannot be delegated to another entity.

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

- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;
- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;
- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the



- parents and/or legal guardians of the individual in accordance with the Local Plan;
- N. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
  - O. Designate a person to represent the LEA Member on the Charter Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
  - P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
  - Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
  - R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.
  - S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.
  - T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(l). Annual submission shall be made annually, no later than January 31<sup>st</sup>. LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.
  - U. Charter LEA Member "Member" hereby agrees to indemnify and hold harmless the El Dorado County Office of Education "EDCOE", the El Dorado Board of Education, the El Dorado County Superintendent of Schools, the El Dorado County Charter SELPA, and attorneys hereby collectively referred to jointly as "SELPA", and all of their officers, directors, employees, agents, and representatives and attorneys against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from any act or omission by or on behalf of Member by SELPA under this Agreement, unless the act or omission constitutes gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, or employee of SELPA in connection with SELPA's performance under this Agreement and the amounts would not have been covered under Members' insurance that result from any act or

omission constituting gross negligence or willful misconduct by any officer, director, or employee of SELPA in connection with SELPA's performance under this Agreement.

### **AU/RLA DUTIES AND RESPONSIBILITIES:**

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. Receive data from each LEA Member to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B. Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;
- C. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;
- D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education Code Section 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;
- E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;
- F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to:

1. Monitoring the application of eligibility criteria throughout the Local Plan area;
  2. Coordinating the implementation of the transportation for special education pupils;
  3. Coordinating the system of data collection, management, and evaluation;
  4. Coordinating personnel development and curriculum development for special education, including alternative dispute resolution;
  5. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
  6. Developing interagency referral and placement procedures; and,
  7. Evaluating the effectiveness of special education programs.
- G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees and the Charter SELPA Executive Director at meetings;
- H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. Regular inservice training may also be provided to CAC representatives;
- I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. Establish and maintain a pupil information system;
- J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:
1. Complaint issues;
  2. Hearing issues; and
  3. Identification of appropriate programs for specific pupils.
- K. Perform other services reasonable and necessary to the administration and coordination of the Plan;
- L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan.
- M. Schedule a public hearing at the El Dorado County Office of Education for purposes of adopting the Annual Service Plan and Budget Plan.

## **PROVISIONS OF THE AGREEMENT**

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

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

- 1. Prior initial written notice of intended termination to the LEA Member of at least one year, and
- 2. Final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.
- 3. Summary Termination:  
Notwithstanding anything contained herein to the contrary, the Charter SELPA, in its sole discretion, may initiate and complete the termination process, as provided for herein, in accordance with standards and a reasonable summary timeline as determined by the Charter SELPA.

The summary standards and timeline as determined by the Charter SELPA shall, at a minimum, provide an LEA Member a reasonable opportunity for prior written notice and an opportunity to be heard.

Specifically the timeline and appeal process above does not preclude the Charter SELPA from initiating and completing the termination process in less than 12 months or by June 30th of the year immediately preceding the summary termination, if the member demonstrates:

- a) Egregious disregard of state and federal requirements to provide services to students, and/or
  - b) Demonstrated systemic and material issues that would cause the Charter SELPA AU to make a finding of “going concern” based on leadership, programmatic and/or fiscal solvency that would cause Charter SELPA AU to believe the Charter SELPA would be harmed by the continued membership of the LEA.
  
- E. Funding received by a charter is subject to the elements of the allocation plan. The Allocation Plan is updated on an annual basis and approved by CEO Council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
- F. In accordance with their needs, the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section 56172.
- G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
- H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
- I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.
- J. Supervision and other incidents of employment of special education

staff will be the responsibility of the respective LEA Member or AU. Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.

- K. The Charter SELPA CEO Council shall approve Charter SELPA policies, administrative regulations, the Allocation Plan and material changes to the Local Plan. The El Dorado County Board of Education shall meet the legal requirement of conducting a public hearing and adopting the annual service plan and budget plan. These documents shall be provided to the CEO Council as an information item at their next regularly scheduled meeting.

#### **WARRANTIES AND REPRESENTATIONS:**

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for certified agency or certified non-public school purposes for the benefit of children served, in accordance with the approved Master Contract as noted in Education Code.

#### **STANDARD OF CONDUCT**

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

#### **RESERVATION OF RIGHTS**

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

#### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County Office of Education, and the Superintendent, and each of their respective directors,

officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.

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

### **FULL DISCLOSURE**

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

## **Representations and Warranties**

### 1. Representations and Warranties:

As an inducement to, and in consideration for entering into this Agreement, the RLA specifically relies on the following express warranties and representations by LEA which LEA representative(s) who, by their signatures affixed below, declare that the following statements are true and correct:

For purposes of these representations and warranties, LEA may refer to an organization that manages and develops charter schools, but such representations and warranties shall only extend to the specific charter schools that are to be members of the EI Dorado County Charter SELPA.

#### 1. Except as set forth on attached Exhibit "A", as of the date signed below:

- a. To the knowledge of LEA, neither LEA nor any of its officers, employees, agents or representatives have any lawsuit or legal action of any kind, including bankruptcy, pending or threatened against them.
  
- b. LEA officers, employees, agents and/or representatives of the charter school adhere to California laws and regulations related to conflict of interest provisions.



EXHIBIT “A” (Representations and Warranties):

1. Material Pending or Threatened Litigation, Claims and Assessments:

LEA Member hereby represents and warrants that it has no material pending or threatened litigation, claims and assessments (excluding unasserted claims and assessments) against the LEA or any of its officers, agents, employees, or representatives. The term “material” used herein means items involving amounts exceeding \$10,000 individually or in the aggregate.

## **CHAPTER IV POLICIES / PROCEDURES**

The El Dorado County Charter SELPA has adopted Policies and Administrative Regulations as outlined on the list on page 27. The Policies set forth in full within this document are included to fulfill Local Plan document requirements.

Changes to Policies may be approved at any CEO Council meeting, as long as Brown Act notice requirements have been met.

**El Dorado County Charter SELPA Policies  
and Administrative Regulations**

1.	Comprehensive Plan for Special Education (5-22-14)	CEOP	AR
2.	Identification and Evaluation of Individuals for Special Education (3-31-08)	CEOP	AR
3.	Individualized Education Program (3-31-08)	CEOP	AR
4.	Procedural Safeguards and Complaints for Special Education (3-31-08)	CEOP	AR
5.	Confidentiality of Student Records (5-28-08)	CEOP	AR
6.	Part C – Transition (5-28-08)	CEOP	
7.	Students with Disabilities Enrolled by their Parents in Private Schools (5-28-08)	CEOP	
8.	Compliance Assurances (5-22-14)	CEOP	
9.	Governance (5-22-14)	CEOP	AR
10.	Personnel Qualifications (5-28-08)	CEOP	AR
11.	Performance Goals and Indicators (5-28-08)	CEOP	
12.	Participation in Assessments (5-28-08)	CEOP	AR
13.	Supplementation of State and Federal Funds (5-28-08)	CEOP	
14.	Maintenance of Effort (5-28-08)	CEOP	AR
15.	Public Participation (5-22-14)	CEOP	
16.	Suspension/Expulsion (5-28-08)	CEOP	AR
17.	Access to Instructional Materials (5-28-08)	CEOP	
18.	Overidentification and Disproportionality (5-28-08)	CEOP	
19.	Prohibition of Mandatory Medicine (5-28-08)	CEOP	
20.	Data (5-28-08)	CEOP	
21.	Literacy (5-28-08)	CEOP	
22.	Admission of LEAs to the Charter SELPA (5-22-14)	CEOP	AR
23.	Behavioral Interventions for Special Education Students (5-28-08)	CEOP	AR
24.	Nonpublic, Nonsectarian School and Agency Services for Spec. Ed. (5-28-08)	CEOP	AR
25.	Conflict of Interest (9-16-10)	CEOP	
26.	Termination of Membership (5-22-14)	CEOP	
		26.	

## **DISPUTE RESOLUTION PROCESS POLICY**

### Dispute Resolution Process Policy:

#### A. Rationale

In order to ensure the continual delivery of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

#### B. Policy Statement

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if a charter LEA, group of charter LEAs, or the county office believes that an action taken by the CHARTER SELPA CEO Council will create an undue hardship on the member(s) or county office, or that the action taken exceeds the authority granted the Charter SELPA CEO Council within the Local Plan and/or state or federal statute, the aggrieved charter(s) or county office may request a review of the action at each level of the committee structure.

The following committees may review and provide recommendations to the Charter CEO Council:

1. Charter SELPA Steering Committee (limited to issues relating to service provisions)
2. Charter SELPA Executive Committee

The Alternative Dispute Resolution process and techniques are available in the SELPA, and the Solutions Panel model could and would be applied upon request of any parties.

Upon exhaustion of the review procedure as provided for herein, any LEA Member may appeal to an Ad Hoc Committee made up of:

1. County Superintendent's Designee
2. Charter SELPA CEO
3. CEO of a Charter School selected by the County Superintendent's designee and the Charter SELPA CEO. The CEO of a charter school does not have to be a member of the El Dorado County Charter SELPA.

The Ad Hoc Committee for resolving the conflict shall decide the matter at their discretion by majority vote of Ad Hoc Committee members present and whose decision is final. No written record, findings of fact, nor conclusions of law shall be required of the Ad Hoc Committee. The decision of the Ad Hoc Committee shall be communicated with the parties involved and the CEO Council at the next regularly scheduled meeting.