Los Angeles County Charter
Special Education Local Plan Area

Special Education
Local Plan

Revised August 8, 2017

Debra Duardo, M.S.W., Ed.D., Superintendent

Jim Anderson, SELPA Director
EXECUTIVE SUMMARY

The Los Angeles County Charter (LAC Charter) Special Education Local Plan Area (SELPA), herein referred to as the SELPA, serves students with special needs within Los Angeles County local education agency (LEA) schools with programs for students ages 5 through 21, inclusive. Let it be known that the Executive Directors’ Council on September 29, 2011 voted and approved the name change with the addition of “Charter” in the SELPA name. The SELPA has addressed the requirements of Education Code 56200 in the SELPA Local Plan. Each required document to be approved by the governing boards of member LEAs, the County Office of Education, and the State Board of Education is outlined below. Approval is required as a condition for ongoing funding and to assure administration necessary to provide special education and related services to pupils with disabilities.

LOCAL PLAN

Per State Board of Education action, the Local Plan contains “assurances” consistent with State and Federal law. These “assurances” are now consistent throughout California. They are included in this document for reference. In addition, the Local Plan outlines the governance structure of the SELPA.

Additional sections reflect State priorities related to the Plan for Literacy. Our Local Plan will be reviewed by the California Department of Education and approved as to contents addressing all requirements.

The Community Advisory Committee (CAC), will consist of parents of children with disabilities. As the LEAs become members of the SELPA, a CAC will be established and have the opportunity to review and provide input into the Local Plan.

ADMINISTRATIVE UNIT AGREEMENT

Each SELPA must designate an Administrative Unit for purposes of receiving and dispensing funds according to an allocation plan approved by the Executive Directors’ Council. Los Angeles County Office of Education is the current Administrative Unit. This agreement also defines the role of the SELPA Director.

CHANGES TO THE LOCAL PLAN

Changes to the Local Plan are generally in the area of conformity to changes in the law and clarification of previous language. Changes to the Governance Structure related to LEA may also be clarified.
# LOS ANGELES COUNTY CHARTER SELPA LOCAL PLAN

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</thead>
</table>

<table>
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<th></th>
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</thead>
</table>
SECTION I

Certification and Assurances
Certification of Participation
Community Advisory Committee Certification
Annual Budget Plan
Annual Service Plan
### SECTION I: CERTIFICATIONS AND ASSURANCES

**CERTIFICATION OF BOARD APPROVAL DATES**

<table>
<thead>
<tr>
<th>Charter Schools</th>
<th>Date of Board Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Avance</td>
<td>November 05, 2010</td>
</tr>
<tr>
<td>Jardin de la Infancia</td>
<td>July 12, 2012</td>
</tr>
<tr>
<td>Optimist Charter School</td>
<td>September 24, 2013</td>
</tr>
<tr>
<td>Intellectual Virtues Academy, A Long Beach Public High School</td>
<td>March 8, 2016</td>
</tr>
<tr>
<td>LA’s Promise Charter Middle School #1</td>
<td>March 15, 2016</td>
</tr>
<tr>
<td>Celerity Achernar Charter School</td>
<td>April 26, 2016</td>
</tr>
<tr>
<td>Celerity Himalia</td>
<td>February 5, 2017</td>
</tr>
<tr>
<td>Celerity Rolas</td>
<td>February 5, 2017</td>
</tr>
<tr>
<td>LA’s Promise Charter High School #1</td>
<td>June 1, 2017</td>
</tr>
</tbody>
</table>

(Functioning as an LEA for purposes of special education.)
# Certification of Participation, Compatibility, and Compliance Assurances

## 1. Designate the Special Education Local Plan Area (SELPA) Option:

<table>
<thead>
<tr>
<th>Single District</th>
<th>Multiple District</th>
<th>District/County</th>
</tr>
</thead>
<tbody>
<tr>
<td>SELPA Code</td>
<td>SELPA Name</td>
<td>Application Date</td>
</tr>
<tr>
<td>1951</td>
<td>Los Angeles County Charter SELPA</td>
<td>8-16-2017</td>
</tr>
<tr>
<td>SELPA Address</td>
<td>SELPA City</td>
<td>SELPA Zip Code</td>
</tr>
<tr>
<td>9300 Imperial Highway</td>
<td>Downey</td>
<td>90242</td>
</tr>
<tr>
<td>SELPA Director Name (Print)</td>
<td>Director Telephone Number</td>
<td>Director E-mail</td>
</tr>
<tr>
<td>Jim Anderson</td>
<td>(562) 401-5737</td>
<td><a href="mailto:Anderson_Jim@lacoed.edu">Anderson_Jim@lacoed.edu</a></td>
</tr>
</tbody>
</table>

## 2. Certification of Assurances by the Designated Administrative and Fiscal Agency for this Program (Responsible Local Agency/Administrative Unit [RLA/AU])

<table>
<thead>
<tr>
<th>RLA/AU Name</th>
<th>RLA/AU Address</th>
<th>RLA/AU City</th>
<th>RLA/AU Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles Office of Education</td>
<td>9300 Imperial Highway</td>
<td>Downey</td>
<td>90242</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of RLA/AU Superintendent</th>
<th>Superintendent Phone Number</th>
<th>Superintendent E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Duardo, M.S.W., Ed. D</td>
<td>(562) 922-6127</td>
<td><a href="mailto:Duardo_Debra@lacoed.edu">Duardo_Debra@lacoed.edu</a></td>
</tr>
</tbody>
</table>

Date of Governing Board Approval: 5-25-2017

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 (U.S.C.) 1400 et seq, and implementing regulations under 34 Code of Federal Regulations Parts 300 and 303, 29 U.S.C. 705 (20) and 794-794b, the Federal Rehabilitation Act of 1973 as amended, 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/AU Superintendent: [Signature]

Date: 9/10/17

## 3. Certification of Compatibility by the County Superintendent of Schools

<table>
<thead>
<tr>
<th>Name of County Office of Education (COE)</th>
<th>COE City</th>
<th>COE Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles County Office of Education</td>
<td>Downey</td>
<td>90242</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COE Address</th>
<th>COE City</th>
<th>COE Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>9300 Imperial Highway</td>
<td>Downey</td>
<td>90242</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of COE Superintendent</th>
<th>Superintendent Phone Number</th>
<th>Superintendent E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debra Duardo, M.S.W., Ed. D</td>
<td>(562) 922-6127</td>
<td><a href="mailto:Duardo_Debra@lacoed.edu">Duardo_Debra@lacoed.edu</a></td>
</tr>
</tbody>
</table>

Pursuant to EC Section 56140, I certify that 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 specific education programs and related services.

Signature of County Superintendent or Authorized Representative: [Signature]

Date: 9/18/17

## 4. Certification of the Community Advisory Committee

(Complete Form SED-LP-2)

For Department of Education Use Only

Recommended for Approval by the Superintendent of Public Instruction: [Signature]

Date: [Date]

By: [Name]

Approval Date: [Date]
# Certification of Participation, Compatibility, and Compliance Assurances

## Community Advisory Committee Certification

<table>
<thead>
<tr>
<th>CAC Compliance Verification</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the Local Plan pursuant to California <em>Education Code</em> (EC) Section 56194.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>To ensure adequate and effective participation and communication pursuant to <em>EC</em> 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the Local Plan for special education.</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>The plan has been reviewed by the CAC, and the committee had at least 30 days to conduct this review, prior to submission of the Local Plan to the Superintendent pursuant to <em>EC</em> 56205(b)(6).</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>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>

### Certifying Signature

<table>
<thead>
<tr>
<th>Name of Chairperson (print)</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lesvia Lambarén</td>
<td>(1) 323 561-7935</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of CAC Chairperson</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lesvia Lambarén</td>
<td>09/14/2017</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 special education local plan area (SELPA) met the requirement. (Attach a separate sheet, if necessary.) The Department will take this into consideration in its review of this Local Plan application.
ANNUAL BUDGET PLAN

The LAC Charter SELPA shall adopt an Annual Budget Plan at a public hearing for which written notice has been provided to members of the staff, parents and general public by posting said notice at each school located within the local plan area at least 15 days prior to the hearing.

The Annual Budget Plan shall describe the distribution of funds for the purpose of providing for LAC Charter SELPA administrative costs; special education services to students with severe and non severe disabilities; support of students with disabilities in general education classrooms and environments; regionalized operations and services; the use of local property taxes to support LAC Charter SELPA and LEA programs, and the provision of services to all students with disabilities residing within the local plan area between the ages of birth and twenty-one, inclusive.

All property taxes for special education purposes are allocated to the Los Angeles County Office of Education, and are used to support the services for the severely disabled, including those with low incidence disabilities. If a time should occur where the revenues exceed the expenditures, the additional revenue would be allocated out to the LEAs for special education services.

The Annual Budget Plan can be revised at any time during the fiscal year in a manner consistent with the LAC Charter SELPA policy-making process, the LAC Charter SELPA Service Plan and then applicable state and federal statues and regulations.

ANNUAL SERVICE PLAN

The LAC Charter SELPA shall adopt an annual Service Plan at a public hearing for which written notice has been provided to members of the staff, parents and general public by posting said notice at each school located within the local plan area at least 15 days prior to the hearing.

The LAC Charter SELPA Service Plan shall include a description of services to students between birth and the age of twenty-one, inclusive, to be provided by each LEA and the county office. This description shall include the nature and physical location of these services.

Legal References:

EDUCATION CODE
56205(B)(2)
Certification of Annual Budget Plan  
Fiscal Year 2017–18

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

<table>
<thead>
<tr>
<th>Special Education Local Plan Area (SELPA) Code</th>
<th>SELPA Name</th>
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<td>SELPA Zip code</td>
<td></td>
</tr>
<tr>
<td>9300 Imperial Highway</td>
<td>Downey</td>
<td>90242-2890</td>
<td></td>
</tr>
<tr>
<td>Name SELPA Director (Print)</td>
<td>SELPA Director’s Telephone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jim Anderson</td>
<td>(562) 401-5737</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Certification by Designated Administrative And Fiscal Agency for This Program  
(Responsible Local Agency/Administrative Unit [RLA/AU])

<table>
<thead>
<tr>
<th>RLA/AU Name</th>
<th>Name/Title of RLA/AU Superintendent</th>
<th>RLA/AU Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles County Office of Education</td>
<td>Debra Duardo, M.S.W., Ed.D.</td>
<td>(562) 922-6127</td>
</tr>
<tr>
<td>RLA/AU Street Address</td>
<td>RLA/AU City</td>
<td>RLA/AU Zip code</td>
</tr>
<tr>
<td>9300 Imperial Highway</td>
<td>Downey</td>
<td>90242-2890</td>
</tr>
<tr>
<td>Date of Governing Board Approval</td>
<td>May 25th, 2017</td>
<td></td>
</tr>
</tbody>
</table>

Certification of Approval of Annual Budget Plan Pursuant to California Education Code Section 56205(b)

I certify that the Annual Budget Plan was developed according to the SELPA’s local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The Annual Budget Plan was presented for public hearing on May 25th, 2017.

Adopted this 25th day of May, 2017.

Signed: ____________________________  
RLA/AU Superintendent
### Annual Budget Plan
#### Fiscal Year 2017–18

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The Standardized Account Code Structure (SACS) codes provide source information from the local educational agency (LEA) reporting.

<table>
<thead>
<tr>
<th>Reference/Label</th>
<th>Instructions</th>
<th>Estimated Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Funds received in accordance with Chapter 7.2 (commencing with California Education Code [EC] Section 56836) (Special Education Program Funding)</td>
<td>SACS Resource Code 6500 (State), 3300–3499 (Federal) 6512–6535 (General Fund)</td>
<td>$1,634,629</td>
</tr>
<tr>
<td>B Administrative costs of the plan</td>
<td>SACS Goal Code 5001 Function 2100</td>
<td>$359,919</td>
</tr>
<tr>
<td>C Special Education services to pupils with: (1) severe disabilities, and (2) low-incidence disabilities</td>
<td>SACS Goal Code 5710</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SACS Goal Code 5730</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SACS Goal Code 5750</td>
<td>$491,880</td>
</tr>
<tr>
<td>D Special education services to pupils with non-severe disabilities</td>
<td>SACS Goal Code 5770</td>
<td>$1,536,359</td>
</tr>
<tr>
<td>E Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments</td>
<td>Any SACS Goal Code with SACS Function Code 1130¹</td>
<td>$36,023</td>
</tr>
<tr>
<td>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 (SELPA Program Specialists Funding)</td>
<td>SACS Goal Code 5050</td>
<td>$43,859</td>
</tr>
<tr>
<td></td>
<td>SACS Goal Code 5060</td>
<td></td>
</tr>
<tr>
<td>G The use of property taxes allocated to the special education local plan area pursuant to EC Section 2572</td>
<td>Statement is included in Local Plan</td>
<td></td>
</tr>
</tbody>
</table>

¹ Function Activity Classification can be found [http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc](http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc)
Certification of Annual Service Plan  
Fiscal Year 2017–18

1. Check one, as applicable:  
   [ ] Single District  [ ] Multiple District  [ x ] District/County  
   Special Education Local Plan Area (SELPA) Code  
   SELPA Name  
   SELPA Address  
   SELPA City  
   SELPA Zip code  
   9300 Imperial Highway  
   Downey  
   Application Date  
   May 25, 2017  
   Name SELPA Director (Print)  
   SELPA Director's Telephone Number  
   Jim Anderson  
   (562) 401-5737  

2. Certification by Designated Administrative And Fiscal Agency for This Program  
(Responsible Local Agency [RLA] or Administrative Unit [AU])  
   RLA/AU Name  
   Name/Title of RLA/AU Superintendent (Type)  
   RLA/AU Telephone Number  
   Los Angeles County Office of Education  
   Debra Duardo, M.S.W., Ed.D.  
   (562) 922-6127  
   RLA/AU Street Address  
   RLA/AU City  
   RLA/AU Zip code  
   9300 Imperial Highway  
   Downey  
   90242-2890  

Date of Governing Board Approval  
May 25th, 2017

Certification of Approval of Annual Service Plan Pursuant to California Education Code Section 56205(b)

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The Annual Service Plan was presented for public hearing on May 25th, 2017.

Adopted this 25th day of May, 2017.

Signed:  
RLA/AU Superintendent

For California Department of Education Use Only

Received by the State Superintendent of Public Instruction: Date: By:  

1. California Department of Education  
   ASP-03 (rev Feb 2017)  
2. Special Education Division
<table>
<thead>
<tr>
<th>Code</th>
<th>Special Education Service Category Descriptions</th>
<th>Adopted</th>
<th>Modified</th>
<th>Not Currently Utilized</th>
<th>Compliance Standard (Legal Requirement*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>210</td>
<td>Family training, counseling, and home visits (ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.</td>
<td></td>
<td></td>
<td>x</td>
<td>34 Code of Federal Regulations (CFR) sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>220</td>
<td>Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child’s developmental status and need for early intervention services.</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>230</td>
<td>Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>240</td>
<td>Service coordination (ages 0-2 only)</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>250</td>
<td>Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child’s acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child’s individualized family service plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child’s development.</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>260</td>
<td>Special education aide in regular development class, childcare center, or family childcare home (ages 0-2 only)</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>270</td>
<td>Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability. (Note: only for infants and toddlers from birth through 2, but under 3.)</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR sections 300.34 (c)(3), 300.226</td>
</tr>
<tr>
<td>330</td>
<td>Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability, the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.</td>
<td></td>
<td></td>
<td>x</td>
<td>34 CFR Section 300.39(b)(3)</td>
</tr>
<tr>
<td>340</td>
<td>Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.</td>
<td></td>
<td></td>
<td>x</td>
<td>30 California Education Code (EC) Section 56364</td>
</tr>
<tr>
<td>350</td>
<td>Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.</td>
<td></td>
<td></td>
<td>x</td>
<td>5 California Code of Regulations (CCR) Section 3051: 30 EC Section 56441.2</td>
</tr>
<tr>
<td>415</td>
<td>Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include specialized instruction and services: monitoring, reviewing, and consultation, and may be direct or indirect, including the use of a speech consultant.</td>
<td></td>
<td></td>
<td>x</td>
<td>5 CCR Section 3051.1; 30 EC Section 56363: 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)</td>
</tr>
</tbody>
</table>

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>425</td>
<td>Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports, and rhythms, for strength development and fitness suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully, or meaningfully engage in restricted participation in the vigorous activities of the general or modified physical education program.</td>
<td></td>
<td>x</td>
<td></td>
<td>5 CCR Section 3051.5; 30 EC Section 56363; 34 CFR sections 300.108, 300.39 (b)(2)</td>
</tr>
<tr>
<td>435</td>
<td>Health and nursing—specialized physical health care services: Specialized physical health care services means those health services prescribed by the child’s licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration, and glucose testing.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.12; 30 EC sections 56363; 49423.5(d) 34 CFR Section 300.107;</td>
</tr>
<tr>
<td>436</td>
<td>Health and nursing—other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician supervised or specialized health care service. IEP required health and nursing services are expected to supplement the regular health services program.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.12; 30 EC Section 56363; 34 CFR Section 300.107</td>
</tr>
<tr>
<td>445</td>
<td>Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student’s needs for assistive technology, selecting, designing, fitting, customizing, or repairing appropriate devices, coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student’s family, individuals providing education or rehabilitation services, and employers.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR sections 300.8, 300.105</td>
</tr>
<tr>
<td>450</td>
<td>Occupational therapy: Occupational Therapy (OT) includes services to improve student’s educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings, or the home, in groups or individually, and may include therapeutic techniques to develop abilities, adaptations to the student’s environment or curriculum, and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(6)</td>
</tr>
<tr>
<td>460</td>
<td>Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home, and may occur in groups or individually. These services may include adaptations to the student’s environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.6; 30 EC Section 56363; 34 CFR Section 300.34 (c)(9); California Business and Professions Code (B&amp;PC) Chapter 5.7 sections 2600–2696; Government Code (GC) Interagency Agreement Chapter 26.5 Section 7575(a)(2)</td>
</tr>
<tr>
<td>510</td>
<td>Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.9; 34 CFR Section 300.34(c)(2)</td>
</tr>
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<tbody>
<tr>
<td>515</td>
<td>Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on such student aspects as education, career, personal, or be with parents or staff members on learning problems or guidance programs for students. IEP required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal, or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.</td>
<td>x</td>
<td></td>
<td></td>
<td>34 CFR sections 300.24(1)(2); 300.306; 5 CCR Section 3051.9</td>
</tr>
<tr>
<td>520</td>
<td>Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs and may include parenting skills or other pertinent issues. IEP required parent counseling is expected to supplement the regular guidance and counseling program.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.11; 34 CFR Section 300.34(c)(8)</td>
</tr>
<tr>
<td>525</td>
<td>Social work services: Social work services, provided by a qualified individual pursuant to an IEP, include, but are not limited to, preparing a social or developmental history of a child with a disability, group and individual counseling with the child and family, working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school, and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.13; 34 CFR Section 300.34(c)(14)</td>
</tr>
<tr>
<td>530</td>
<td>Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results for parents and staff in implementing the IEP, obtaining and interpreting information about child behavior and conditions related to learning, and planning programs of individual and group counseling and guidance services for children and parents. These services may include consultation with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP required psychological services are expected to supplement the regular guidance and counseling program.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.10; 34 CFR Section 300.34(c)(10)</td>
</tr>
<tr>
<td>535</td>
<td>Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3001(d); 34 CFR Section 300.34(c)(10)</td>
</tr>
<tr>
<td>540</td>
<td>Day treatment services: Structured education, training, and support services to address the student's mental health needs.</td>
<td>x</td>
<td></td>
<td></td>
<td>Health &amp; Safety Code, Div.2, Chap.3, Article 1, Section 1562(a)</td>
</tr>
<tr>
<td>545</td>
<td>Residential treatment services: A 24-hour, out-of-home placement that provides intensive therapeutic services to support the educational program.</td>
<td>x</td>
<td></td>
<td></td>
<td>Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, Section 5871</td>
</tr>
<tr>
<td>610</td>
<td>Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population who have orthopedic impairment (OI), visual impairment (VI), who are deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or an itinerant teacher/specialist. Consultation is provided to the teacher, staff, and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR sections 3051.16, 3051.18, 34 CFR Section 300.34</td>
</tr>
<tr>
<td>710</td>
<td>Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training, and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR sections 3051.16, 3051.18, 34 CFR Section 300.34</td>
</tr>
<tr>
<td>715</td>
<td>Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 C(14)</td>
</tr>
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<tr>
<td>720</td>
<td><strong>Audiological services:</strong> These services include measurements of acuity, monitoring amplification, and frequency modulation system use. Consultation services with teachers, parents, or speech pathologists must be identified in the IEP as to reason, frequency, and duration of contact; infrequent contact is considered assistance and would not be included.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.2; 34 CFR Section 300.34 (c)(1)</td>
</tr>
<tr>
<td>725</td>
<td><strong>Specialized vision services:</strong> This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills including alternative modes of reading and writing; and social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others, and collaboration with the student's classroom teacher.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3033(d); 30 EC Section 56364.1</td>
</tr>
<tr>
<td>730</td>
<td><strong>Orientation and mobility:</strong> Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.3; 30 EC Section 56363; 34 CFR Section 300.34 (g)(7)</td>
</tr>
<tr>
<td>735</td>
<td><strong>Braille transcription:</strong> Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(13)</td>
</tr>
<tr>
<td>740</td>
<td><strong>Specialized orthopedic services:</strong> Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR sections 3033(e), 3051.16; 30 EC Section 56363; 34 CFR Section 300.8 (c)(8)</td>
</tr>
<tr>
<td>745</td>
<td><strong>Reading services:</strong> Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student or transcription of tape-recorded information from a class or acie designated to take notes. This does not include instruction in the process of learning how to take notes.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.16</td>
</tr>
<tr>
<td>750</td>
<td><strong>Note taking services:</strong> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.16</td>
</tr>
<tr>
<td>755</td>
<td><strong>Transcription services:</strong> Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.16</td>
</tr>
<tr>
<td>760</td>
<td><strong>Recreation services, includes therapeutic recreation:</strong> Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.15; 34 CFR Section 300.34 (c)(11)</td>
</tr>
<tr>
<td>820</td>
<td><strong>College awareness:</strong> College awareness is the result of acts that promote and increase student learning about higher education opportunities, information, and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility, and financial aid.</td>
<td>x</td>
<td></td>
<td></td>
<td>34 CFR sections 300.39 (b)(5), 300.43</td>
</tr>
<tr>
<td>830</td>
<td><strong>Vocational assessment, counseling, guidance, and career assessment:</strong> Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist a student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43</td>
</tr>
<tr>
<td>840</td>
<td><strong>Career awareness:</strong> Transition services include a provision for self-advocacy, career planning, and career guidance. This also emphasizes the need for coordination between these provisions and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43</td>
</tr>
<tr>
<td>850</td>
<td><strong>Work experience education:</strong> Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43</td>
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<td>855</td>
<td><strong>Job Coaching</strong>: Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43</td>
</tr>
<tr>
<td>860</td>
<td><strong>Mentoring</strong>: Mentoring is a sustained coaching relationship between a student and teacher through ongoing involvement. The mentor offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal, as in planned, structured instruction, or informal that occurs naturally through friendship, counseling, and collegiality in a casual, unplanned way.</td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43</td>
</tr>
<tr>
<td>865</td>
<td><strong>Agency linkages (referral and placement)</strong>: Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).</td>
<td>x</td>
<td></td>
<td></td>
<td>30 EC Section 56341.5 (f); 34 CFR Section 300.344 (3)(b)</td>
</tr>
<tr>
<td>870</td>
<td><strong>Travel training (includes mobility training)</strong></td>
<td>x</td>
<td></td>
<td></td>
<td>5 CCR Section 3051.3; 34 CFR sections 300.39 (c)(7)</td>
</tr>
<tr>
<td>890</td>
<td><strong>Other transition services</strong>: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>900**</td>
<td><strong>Other special education/related services</strong>: Any other specialized service required for a student with a disability to receive educational benefit.</td>
<td></td>
<td></td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

* B&PC—Business and Proessional Codes  
CCR—California Code of Regulations  
CFR—Code of Federal Regulations  
EC—Education Code  
GC—Government Code

** Use of CASEMIS Code 900 necessitates further explanation. Please list the other special education/related services to be provided as Code 900 on the form ASP-01b: Customized Service Descriptions.
## Annual Service Plan (001)

<table>
<thead>
<tr>
<th>Location</th>
<th>Services Provided at this Location</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>List the site name and type of</td>
</tr>
<tr>
<td></td>
<td>facility providing services to</td>
</tr>
<tr>
<td></td>
<td>students enrolled in the LEA.</td>
</tr>
<tr>
<td></td>
<td>List the California Special</td>
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<tr>
<td></td>
<td>Education Management Information</td>
</tr>
<tr>
<td></td>
<td>System (CASEMIS) code associated</td>
</tr>
<tr>
<td></td>
<td>with each service that is provided</td>
</tr>
<tr>
<td></td>
<td>at the location listed in the left-</td>
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<td>hand column.</td>
</tr>
</tbody>
</table>

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<tr>
<th>Site Name</th>
<th>Type Of Facility</th>
<th>CASEMIS Service Codes (Use of Code 900 requires further explanation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academia Avance</td>
<td>56</td>
<td>330 415 450 510 515 535 820 830 840 850</td>
</tr>
<tr>
<td></td>
<td>56</td>
<td>890</td>
</tr>
<tr>
<td>Celerity Achernar</td>
<td>56</td>
<td>330 415 450 510 515 535</td>
</tr>
<tr>
<td>Intellectual Virtues Academy</td>
<td>56</td>
<td>330 415 820 830 840</td>
</tr>
<tr>
<td>Jardin de la Infancia</td>
<td>56</td>
<td>330 415</td>
</tr>
<tr>
<td>LA's Promise Middle School #1</td>
<td>56</td>
<td>330 415 515 530 535</td>
</tr>
<tr>
<td>Optimist</td>
<td>56</td>
<td>330 415 510 515 530 820 830 840</td>
</tr>
<tr>
<td>Soledad Enrichment Action</td>
<td>56</td>
<td>330 415 510 515 710 820 830 840 850 870</td>
</tr>
<tr>
<td></td>
<td>890</td>
<td></td>
</tr>
</tbody>
</table>

Use these codes to identify the type of facility providing services to students ages 6–22:

10–Public Day School  
11–Public Residential School  
15–Special Education Center/Facility  
19–Other Public School/Facilities  
20–Continuation School  
22–Alternative Work Education Center/Work Study Program  
24–Independent Study  
31–Community School  
55–Charter School (operated by an LEA/District/County Office of Education)
## Other Facilities (002)

**Location**
List the site name and type of facility providing services to students enrolled in the LEA.

<table>
<thead>
<tr>
<th>Site Name</th>
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<th>CASEMIS Service Codes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles County Jails</td>
<td>32</td>
<td>330 340 350 415 425 435 445 450</td>
</tr>
<tr>
<td></td>
<td></td>
<td>460 510 515 525 530 535 710 720</td>
</tr>
<tr>
<td></td>
<td></td>
<td>820 830 840 850 860 865 870 890</td>
</tr>
</tbody>
</table>

**Services Provided at this Location**
List the California Special Education Information System (CASEMIS) code associated with each service that is provided at the location listed in the left-hand column.

Use these codes to identify the type of facility providing services to students ages 6–22:

- **30**–Juvenile Court School
- **32**–Correctional Institution or Incarceration Facility
- **40**–Home Instruction
- **45**–Hospital Facility
- **50**–Community College
- **51**–Adult Education Program
- **70**–Nonpublic Day School
- **71/72**–Nonpublic Residential School
- **79**–Nonpublic Agency
Los Angeles County
Special Education Local Plan Area
(LAC Charter SELPA)

NOTICE OF PUBLIC HEARING

The Los Angeles County SELPA hereby gives notice that a Public Hearing will be held as follows:

TOPIC OF HEARING:

The Los Angeles County
Special Education Local Plan Area
Annual Budget and Service Plans for 2017-18

Copies of the budget and service plans may be inspected at:

LAC Charter SELPA Office
9300 Imperial Highway, EC-213
Downey, California 90242
(562) 401-5737

After the public hearing, the Executive Directors Council will consider adoption of the Annual Budget and Service Plans for 2017-18

HEARING DATE: Thursday, May 25, 2017
TIME: 9:00 a.m.
LOCATION: Academia Avance Charter School
115 N Ave 53
Los Angeles, CA 90042

For additional information please contact:
Jim Anderson, SELPA Director
LAC Charter SELPA
(562) 401-5737
Zona del Plan Local de Educación Especial del Condado de Los Ángeles (LAC SELPA, por sus siglas en inglés)

AVISOS DE AUDIENCIA PÚBLICA

Por medio de la presente el SELPA de las Escuelas del Tribunal del Condado de Los Ángeles le avisa que se realizará una Audiencia Pública a continuación:

TEMA DE LA AUDIENCIA:

Zona del Plan Local de Educación Especial del Condado de Los Ángeles
Presupuesto Anual y Planes de Servicios para el 2017-18

Copias del presupuesto y planes de servicio podrán ser revisadas en la:

Oficina del SELPA de Escuelas del Tribunal del Condado de Los Ángeles
9300 Imperial Highway, EC-213
Downey, California 90242
(562) 401-5737

Después de la audiencia pública, el Consejo Ejecutivo de Directores tomará en cuenta la adopción del Presupuesto Anual y Planes de Servicios para el 2017-18

FECHA DE LA AUDIENCIA: Jueves, 25 de mayo, 2017
HORA: 9:00 a.m.
LUGAR: Academia Avance Charter School
115 N Ave 53, Los Angeles, CA 90242

Para más información favor de comunicarse con:

Jim Anderson Director del SELPA
562-401-5737

Translated by LACOE-MPS/kuw 5-2017
SECTION II

Governance Structure
SECTION II: GOVERNANCE STRUCTURE

Description of Los Angeles County SELPA Administrative Structure

The administrative organization of the Los Angeles County Special Education Local Plan Area, incorporates the management staffs from all participating districts, member charter schools and County Office of Education into a framework that provides supervision over all programs as well as the coordination of services, such that access to special education and services for all individuals with exceptional needs residing in the geographic area served by the SELPA is assured. The respective governing boards, superintendents, directors of special education, charter school directors, and Community Advisory Committee provide appropriate support to the governance and implementation of the Comprehensive Plan for Special Education.

a. Boards of Education

Each participating Board of Education or member Charter School Board of Directors shall adopt local policies and administrative regulations as required by law to support the Local Plan. Districts update local policies per procedures specific to each district.

Each participating Board of Education or member Charter School Board of Directors will be represented by its superintendent, Charter School Director or Joint Powers Agreement (JPA) representative, or designee, on the Superintendents’ Council. Except for Los Angeles County Office of Education, a designee may be a voting member of the Superintendents’ Council for up to two meetings per school year, July through June.

Each participating Board of Education or member Charter School Board of Directors shall maintain responsibility for programs operated by its district, approved charter school(s); or County Office, including employment and evaluation of personnel, except where noted.

Each Board of Education or member Charter School Board of Directors or JPA shall appoint members and alternates to the Community Advisory Committee according to policies approved in the SELPA Local Plan for Special Education.

Each Board of Education or member Charter School Board of Directors shall adopt policies as required by law relative to Due Process Procedures. EC 56501-56507

Each Board of Education or member Charter School Board of Directors shall adopt policies as required by law relative Complaint Procedures. EC 56500.2

Each Board of Education or member Charter School Board of Directors shall adopt policies as required by law relative to all Procedural Safeguards of “IDEA” (Individuals with Disability Education Act). EC 56500

Each Board of Education or member Charter School Board of Directors shall post Budget Hearing notices at each school site in the district or Charter School at least fifteen days in advance of the Public Hearing.
“The description of due process in Education Code Section 56500-56507, for purposes of Code of Federal Regulations, 34 C.F.R. 300.237, are hereby included in the local plan by reference.”

b. County Board of Education/County Superintendent of Schools

The Los Angeles County Board of Education, as the Responsible Legal Agency (RLA) shall:

1) Approve contractual agreements for all Special Education Local Plan Areas for which the County is the RLA and which meet the requirement of EC 56200 and hereafter referred to as “local plan.”

2) Verify the Certificate of Assurances and Certificate of Compatibility by the County Superintendent of Schools.

3) Approve written agreements for regionalized services and adopt budgets for those services.

4) Approve budgets for all programs operated by the County Office.

5) Adopt policies and budgets to assure the appropriate placement of individuals with exceptional needs who reside in licensed children’s institutions, foster homes, and court schools.

6) Approve SELPA policies, which affect the County’s role as RLA or which affect programs operated by the County Office.

7) Appoint representation to the Community Advisory Committee.

c. Resolution/Mediation Procedures for Differences at the Governing Board Level

All District Boards, Charter Schools’ Board of Directors (as they become members of the Los Angeles County SELPA), and the County Board must approve the local plan for submission to the State. If any district board fails to approve the local plan, that board shall notify all other participating agencies of the reasons for not approving the plan and request that the County superintendent or designee conduct a hearing on the merits of the local board’s objections and negotiate a settlement. If negotiations cannot be settled, the superintendent shall convene a three-person panel as follows: (1) one person selected by the district objecting to the plan, (2) one person selected by the districts agreeing to the plan, (3) one person selected by mutual agreement of the other two appointees within 5 days. The decision of the panel will be binding for all parties involved in the dispute.

The annual budget plan shall be approved by the Superintendents’ Council at a public hearing per CDE guidelines. A 15-day notification of the date of the public hearing shall be given.
The County Board shall approve local written agreements if a simple majority of local boards have approved the agreements. If a vote results in a 50/50 split, the action of the County Board shall be decisive. If the written agreement for local requirements is not approved, the agreement shall be revised within two weeks in accord with instructions from the County Board and resubmitted to all participating districts. This process shall be repeated until agreement is reached by a simple majority.

d. Process for Joining the Los Angeles County SELPA

A local education agency (LEA) and/or charter school seeking status for special education funding as a LEA may request to join the Los Angeles County SELPA via the following procedure:

A letter of request for membership shall be sent by the LEA or charter school to the Los Angeles County SELPA. It is understood that charter schools seeking status for funding purposes and are not actual LEAs unless authorized by the State Board of Education. A local education agency and/or a charter school may be required to join a Joint Power Agreement for purposes of membership and funding per action of the Superintendents’ Council.

This letter must detail the following: Name of LEA/charter, contact person, address, phone, fax, and email. Total enrollment (actual or projected), plan for delivery of special education services and background information about the LEA or charter (policies, procedures, documentation, applications).

The Superintendents’ Council shall review the letter and supporting documentation. As necessary and appropriate, the Superintendents’ Council and/or their designee may request additional information, including a face-to-face meeting with the LEA and/or charter school.

The SELPA Office shall conduct a special education review of the LEA and/or charter school utilizing a format similar to the CDE format. Review of previous compliance reviews may also be required. Results of the review including the willingness and ability of the LEA and/or charter to resolve any non-compliance shall be reported to the Superintendents’ Council as part of the decision making process.

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

The Los Angeles County SELPA may approve a guest status for a LEA or charter school seeking participation as a LEA for funding purposes to attend Directors’ Council meetings during the process of reviewing the application for membership.
The Superintendents Council may elect to approve or deny any request for membership based upon a review of fiscal and programmatic issues. Priority for approval shall be requests where the programmatic issues are compatible with the SELPA Local Plan and fiscal issues are revenue neutral.

Additional requirements for all new members into the Los Angeles County SELPA including the LEA and/or a charter school operating as a LEA for purposes of special education:

- Agreement of all sections of the Local Plan and adoption of the LEA governance body.
- Agreement of approved actions of the SELPA Superintendents’ Council as contained in approved Superintendents’ Council minutes.
- Agreement that the LEA/Charter maintains responsibility for all aspects of providing special education and related services, including the contracting and cost of any nonpublic school or agency, attorney representation as part of mediation, due process/complaint processing and other costs associated with the provision of special education and related services.
- Agreement to provide data that is required by CDE in such a manner as to be communicative with CASEMIS/management information system of the State.
- Agreement to all sections of the SELPA Participants Agreement and adoption by the LEA Governance body.
- As appropriate and voluntary on the part of a LEA or charter, agreement to representation via a SELPA approved Joint Powers Agreement (JPA).

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

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

e. Superintendents

The superintendent or chief officer of each participating district, LEA Charter, JPA, or County Office shall continue to be responsible to their Boards for the administration of programs located within their districts.

The superintendent or chief officer of each participating district, LEA Charter, JPA, or County Office shall inform their Boards of all aspects of the SELPA Local Plan for Special Education.

The superintendent or chief officer of each participating district, LEA Charter, JPA, or County Office shall recommend policies to their Boards for adoption. These policies shall address legal requirements and issues of concern to the member agencies of the SELPA.

The superintendent of or chief officer each participating district, LEA Charter, JPA, or County Office shall implement and administer policies recommended by the Superintendents’ Council and adopted by the Board of the local agency, i.e., school Board, Charter Board, JPA Board.

The superintendent or chief officer of each participating district, LEA Charter, JPA, or County Office shall be responsible for:

a) The administration of all special education programs under the jurisdiction of their Boards of Education.

b) The submission of proposed policies by the Superintendents’ Council to Boards of Education with appropriate recommendations.

c) The implementation of policies and procedures adopted by the SELPA.

d) Ongoing collaboration with the SELPA director and various SELPA Councils and committees necessary to implement the Local Plan.

The Superintendents’ Council shall meet quarterly at a minimum, or as needed, throughout the school year relative to their districts needs, as appropriate.

f. Superintendents’ Council

The Superintendents’ Council shall consist of the superintendents or designees of each participating district, State Board of Education authorized Charter School or the designee of
the JPA representing a group of LEA and/or charter schools, or County Office. Except for the County Office, a designee may be a voting member for two meetings per school year only, July 1 through June 30. The State Board of Education authorized Charter shall designate a ranking administrator comparable to the authority of a Superintendent.

Each district or State Board of Education authorized Charter or the designee of the Charter JPA representing a group of member Charter schools, including the County Office, shall have voting on the Superintendents’ Council based upon average daily attendance as follows: (Note: the JPA votes are based in the total ADA from all members of the JPA who are also members of the Los Angeles County SELPA.)

<table>
<thead>
<tr>
<th>ADA Range</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1099</td>
<td>1 vote</td>
</tr>
<tr>
<td>1,100 - 3,099</td>
<td>2 votes</td>
</tr>
<tr>
<td>3,100 - 6,499</td>
<td>3 votes</td>
</tr>
<tr>
<td>6,500 - 9,999</td>
<td>4 votes</td>
</tr>
<tr>
<td>10,000 - above</td>
<td>5 votes</td>
</tr>
</tbody>
</table>

The annual ADA shall be used to determine the following year’s voting system and thus updates the above formula annually. In the event the annual ADA has not been certified by the California Department of Education, the previous year’s annual certified ADA shall be used until the next annual certified ADA report is available. A majority of members is required for a quorum.

Any member district or County Office of Education, who has approved a charter application for a new charter school to be set up as an LEA for purposes of special education, shall be required to represent the interest of the charter for purposes of voting on the Superintendents’ Council of the SELPA. The ADA for that charter shall be added to the authorizing district or COE’s ADA to determine votes.

The Superintendents’ Council shall elect a Chairperson from among its members for a term of one year. The Chairperson shall call and chair meetings and provide agenda items to the SELPA Director. The Chairperson may be elected for more than one term.

Once the Local Plan is approved, the Superintendents’ Council shall serve as the governing board of the SELPA with all actions taken by the Council serving as the official position of the SELPA and the member districts and LEA charter schools and JPA. The Superintendents’ Council shall have the authority to approve the Annual Budget and Service Plan at a special Public Hearing and meeting held by the Council.

The Superintendents' Council shall act in an advisory capacity to the Boards of Education of participating districts and charters, any JPA Board, and the County Office. The Superintendents' Council shall provide input and guidance for policies for programs under the jurisdiction of the SELPA as necessary. The superintendents’ and charter representatives shall submit these proposed policies and accompanying recommendations to their Boards of Education as appropriate and necessary.

The Superintendents' Council shall review and recommend an agreement to the Boards of Education, which reflects the components of the Local Plan.
The Superintendents’ Council may appoint committees as appropriate to address key issues and to report back to the Council. Such committees may include a Charter School committee, a Finance committee, and a Membership committee. Annually the Superintendents’ Council shall approve any committees, appoint membership, and assign specific tasks as appropriate. Unless appointed by the Superintendents’ Council, each committee may select a chairperson from the committee membership to chair the meetings and to communicate with the Council. The SELPA Director shall be a non-voting member of each committee providing support, technical assistance, and communication with the Council. It is understood that the SELPA Director is responsible for developing any recommendations to assure compliance with state and federal laws.

The Superintendents' Council shall approve the Annual Budget and Service Plan, including any allocation plans for distribution of funds.

The Superintendents' Council shall communicate directly with the SELPA Director on SELPA-wide activities, as appropriate and provide input into the evaluation of the SELPA Director. The SELPA Director shall serve as secretary to the Superintendents’ Council.

g. SELPA Director and SELPA Support Staff

A SELPA Director shall be employed by the Responsible Local Agency (RLA) or, as approved by the Superintendents’ Council in agreement with the RLA, employment may be via member district. Placement on the salary schedule of the RLA shall be in keeping with education, experience and the placement of other management employees of the RLA with comparable titles and responsibilities in accordance with personnel procedures.

A panel of superintendents shall recommend a final candidate for SELPA Director from a list of candidates who have been screened by LACOE or a district personnel office and meet the qualifications and requirements of the position.

The SELPA Director shall be evaluated annually by the RLA or employer with input from the Chair of the Superintendents' and Directors' Council including, when appropriate, recommendations for continued assignment in the position. The Chair of the Superintendents' Council may submit input for the Superintendents’ Council.

The administrative support staff is the responsibility of the RLA or employing district or combination as approved in accordance with their personnel practices. Per agreement with member districts, additional SELPA staff may be employed to support specific functions as directed by the SELPA Director.

The SELPA Director shall act as secretary to the Superintendents' Council, prepare agendas for its meetings, record, and submit minutes of its meetings for approval.

At the direction of the Superintendents' Council, the SELPA Director shall develop an annual schedule of meetings of the Directors of Special Education.
The purpose of these meetings shall be to accomplish those tasks, which have been identified by the Superintendents’ Council and Local Plan as necessary to assure orderly and consistent implementation of policies affecting the SELPA.

*Note: The term Directors shall be used throughout the plan to signify persons responsible for special education programs in each district, charter, JPA or the County Office.

The SELPA Director shall serve as the liaison between the Superintendents' Council, Directors of Special Education, The Finance Committee and the Community Advisory Committee and will share approved copies of the minutes and/or report on activities as appropriate.

The SELPA Director shall act as coordinator for the SELPA-wide Special Education Self Review (SESR) or Verification Review Process.

The SELPA Director shall act as liaison with the Department of Mental Health, California Children’s Services and any other agency in accordance with adopted interagency agreements.

The SELPA Director shall maintain awareness of all Office of Civil Rights (OCR), due process, and complaint findings. The SELPA Director shall share these findings, as appropriate, if they have SELPA-wide implications, and coordinate any necessary changes at the SELPA level. The SELPA Director shall support alternative ways to resolve disputes as a proactive approach prior to state and federal procedures.

The SELPA Director shall be responsible for the implementation of programs and services that promote positive parent and professional partnerships and parent support systems. This may include parent support systems, the Family Resource Center, a website and community outreach activities.

The SELPA Director shall provide support and technical assistance to member LEA charter schools and/or the JPA via the Charter School Committee and the SELPA Charter School Program Specialist. It is understood that Charter Schools shall have access to all SELPA programs and services in the same manner as school district LEAs.

The SELPA Director shall be an ad hoc member to all SELPA-wide committees, as appropriate.

The SELPA Director shall submit all required data to the County Office and/or State Department of Education.

The SELPA Director shall coordinate meetings with nonpublic schools' personnel to determine educational costs and shall recommend a Master Contract and rate schedule for use by districts.

The SELPA Director shall participate in state and county level SELPA directors' meetings and share information, as appropriate, with Superintendents, Directors of Special Education, the CAC, the Program Specialists’ Council, and the Finance Committee.
The SELPA Director shall coordinate the local interagency agreements.

The SELPA Director shall act as an ad hoc member to the CAC (Community Advisory Committee).

The SELPA Director shall submit any waivers necessary for the implementation of the Local Plan.

The SELPA Director shall coordinate all services for infants and toddlers in California’s Early Start Program and shall administer the funding of this program and supervise any staff directly responsible for Early Start coordination.

The SELPA Director shall co-sign all purchase orders for low incidence materials and equipment.

The SELPA Director shall be responsible for processing all bills to LACOE business office for reimbursement to districts for program specialists and regionalized service funds, as approved by the Superintendents' Council.

The SELPA Director may serve as line manager and supervisor of LACOE staff assigned to the Los Angeles County SELPA in an effort to improve communication and services as approved by LACOE and the Superintendents' Council annually.

The SELPA Director shall be responsible for the coordination of the data collection, and CASEMIS reports.

The SELPA Director shall keep the member districts informed of current trends, best practices and innovation approaches via participation on advisory committees, conferences, and a review of the literature.

h. Directors of Special Education/Charter School Special Education Representatives

The Directors of Special Education shall to be employed by and responsible to their local districts, charter school, JPA or County Office.

Through the coordination of the SELPA Director, the Directors of Special Education and charter school representative shall establish committees and develop procedures necessary to implement policies, which affect the SELPA. The SELPA Director may elect to jointly meet with Directors or to hold separate meetings to address the unique needs of charters.

Through the coordination of the SELPA Director, the Directors of Special Education/Charter School Special Education representative shall gather and compile all data required by the SELPA, the RLA, the State Department of Education, and the Federal Government. Upon occasion, the directors may elect to hold joint meeting with the business managers of each district and the County office for matters relating to program improvement, funding and/or fiscal management.
Directors of Special Education including charter schools operating as a LEA for purposes of special education shall be responsible for:

1) Developing local procedures necessary to implement policies which affect the SELPA, subject to the approval of the Superintendents' Council, as needed.

2) Establishing committees to address ongoing concerns and needs of the SELPA including innovative approaches to addressing the needs of students based on research.

3) Gathering all data required by the SELPA, the County, the State Department and the Federal Government.

4) Coordinate and conduct district Special Education Self Review (SESR), and Verification Review Process, and/or any other Compliance review or corrective action.

5) Submit, to the SELPA Director, copies of any Office of Civil Rights (OCR), CCR, due process, and/or complaint finding which have SELPA-side implications.

6) Implement and monitor corrective actions of rulings of OCR, Fair Hearings and complaints, as required. Participate in SELPA Alternative Dispute Resolution procedures as appropriate.

7) Appoint district liaison to Mental Health, California Children’s Services, regional centers and other agencies, as required by the interagency agreements and memos of understanding. The Director shall be the liaison if no appointment has been made.

8) Ensure equal access to all programs, within the SELPA, for IWEN (Individuals With Exceptional Needs) by:

   a) Acceptance of all SELPA IEP/IFSP forms and/or SELPA approved system necessary to complete CASEMIS and maintain compliance.

   b) Acceptance of students per SELPA placement agreements and/or Inter-SELPA agreements.

   c) Implementing local procedures regarding services to students with disabilities placed in private schools by their parents.

9) Promote positive parent and professional collaboration via participation in SELPA activities and the CAC.

10) Ensure that required corrected actions, as a result of complaints, Due Process Hearings and/or OCR investigations are implemented.
"The description of due process procedures in Education Code Sections 56500-56507, for purposes of Code of Federal Regulations, 34 C.F.R. 300.237, are hereby included in the local plan by reference."

Requests for mediation and hearings should go to:

Office of Administrative Hearings (OAH)
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA  95833-4231
(916) 263-0550

(Note: In the event the State of California changes the agency responsibility for mediation and hearings, the new address and information shall be substituted for the information above.)

It is understood that the "stay put" provisions are in effect throughout all administrative and judicial proceedings. EC 56505(d).

11) Assure that required information is submitted to the SELPA Director.

12) Supervise the activities for staff development and coordinate at the SELPA level through the Program Specialist Committee, as appropriate.

13) Maintain appropriate committees as necessary to address key issues in special education.

i. District, Charter and JPA Responsibility (Including LACOE)

1. Each participating district charter/JPA and County Office shall maintain the responsibility for providing the programs and services described in the annual Budget and Service Plan.

2. Changes in the Annual Budget and Service Plan shall be brought to the Directors' Council and/or the Charter School Committee for consideration and approval.

3. Changes in program operation or delivery of services must be brought to the attention of the SELPA in writing one year in advance of such anticipated change. Final approval shall be made by the Superintendents’ Council.

4. Changes in facilities must be brought to the attention of the SELPA in writing one year in advance of such anticipated changes. Final approval shall be made by the Superintendents’ Council.

j. Selection Process for Responsible Local Agency (RLA)
The Los Angeles County Office of Education (LACOE) assumed the responsibilities for the RLA. In the event that there is a need or reason to change the RLA, the Superintendents’ Council would notify in writing the RLA at least one year in advance of such action. If the RLA requested to be relieved of their responsibility, the RLA shall notify in writing the Superintendents’ Council at least one year in advance of such action.

RLA Responsibilities (Refer also to Participant's Agreement)

The Los Angeles County Office of Education shall perform the functions of the RLA as coordinated by the SELPA Director as follows:

1) Receive and disburse regionalized service funds to include, but not be limited to, personnel development, evaluation, data collection, maintain a management information system, curriculum development, program review, interagency coordination and to monitor the appropriate use of federal, state and local funds allocated for special education.

2) Provide support to the SELPA Director, Superintendents' Council, Finance Committee and Directors of Special Education, consistent with the expectations of the Superintendents’ Council.

3) Provide assistance to the Directors of Special Education in the development of policies and procedures to assure procedural safeguards to individuals with exceptional needs and their parents.

4) Assist the Directors of Special Education in meeting all aspects of the Local Education Assurance statement contained in the local plan, Section I.

5) Compile data and submit reports for the annual budget plan and other reports that may be required by the state.

k. Program Specialist

Upon the recommendation of the SELPA Director, an allocation plan for use of Program Specialist funds shall be forwarded to the Superintendents’ Council for approval.

It is understood that the mandated responsibilities of the program specialist shall be provided regardless of a district's hiring of a program specialist. The SELPA director may recommend the employment of a SELPA level Program Specialist to assist a specific district, charter or address a specific program need of the SELPA. In the event that the district does not employ a program specialist, the district shall identify the person or persons responsible for these functions. These functions include staff development, teacher support and program/curriculum development for special education, collaboration, processing referrals and site level support. Funds may be allocated to any other special education expenditure.

On a regular basis, the Program Specialists meet with the SELPA Director via the Program Specialists’ Council to coordinate staff development and program specialist
service throughout the SELPA. Plans and documentation are forwarded to the Directors' and Superintendents' Councils for approval. The Program Specialists’ Council shall elect a Chairperson annually. The Program Specialists shall be responsible for training of new teachers and for trainings associated with IEP development. In the event a district or charter does not have a program specialist, they shall send a representative to these meetings.

I. Community Advisory Committee

1) EC 56190. Each plan submitted under EC Section 56170 shall establish a Community Advisory Committee. Such committee shall serve only in an advisory capacity. The CAC shall maintain written bylaws and minutes of meetings including a list of participants.

m. Community Advisory Committee Appointments

2) EC 56191. The members of the Community Advisory Committee shall be appointed by, and responsible to, the governing board of each participating district charter or County Office or any combination thereof participating in the Local Plan. Appointment shall be in accordance with a locally determined selection procedure with appointments determined by the Superintendents in the event no other local procedures exist. The CAC and/or the SELPA Director may recommend potential appointees to Superintendents. Where appropriate, this procedure shall provide for selection of representatives of groups specified in Section 56192 by their peers.

Such procedure shall provide that terms of appointment are for two years with additional terms up to eight years maximum.

a) Each participating district or charter within the Local Plan shall select two representatives from their respective area to participate on the Community Advisory Committee.

b) The Los Angeles County Board of Education shall appoint four representatives from public and/or private agencies, if available. All appointments shall be two-year terms. Community Advisory Committee may submit a list of names for consideration.

c) Each local school board shall fill vacancies created on the Community Advisory Committee from their respective districts. Where appropriate, this procedure shall provide for selection of representatives of groups specified in Education Code Section 56192 by their peers.

d) The Directors' Council shall assist with the coordination of the CAC.

e) The SELPA Director shall serve as the administrative liaison to the Community Advisory Committee.

3) EC 56192. The Community Advisory Committee shall be composed of parents of
individuals with exceptional needs enrolled in school, handicapped pupils and adults, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. The committee shall select officers annually in accordance with the bylaws.

4) Parent Majority

EC 56193. At least the majority of such committee shall be composed of parents of pupils enrolled in schools participating in the local plan, and at least a majority of such parents shall be parents of individuals with exceptional needs.

5) Community Advisory Committee Responsibilities

EC 56194. The Community Advisory Committee shall have such authority and fulfill such responsibilities as are defined for it in the local plan. Such responsibilities shall include, but need not be limited to, all the following:

a) Advising the policy and administrative entity of the district, special education local plan area, or County Office, regarding the development, amendment, and review of the local plan. Such entity shall review and consider comments from the Community Advisory Committee.

b) Recommending annual priorities to be addressed in the plan by giving direct input to the District Special Education Director.

c) Encouraging community involvement in the development and review of the local plan.

d) Supporting activities on behalf of individuals with exceptional needs through the involvement in community projects, forums and conferences.

e) Educate the community regarding issues and public policy impacting special education.

f) Providing inservices on issues of importance relative to special education to parents, staff and other interested community members based on results of needs assessment.

h) Promoting the concept of Parent-Professional collaboration through participation and involvement of parents and professionals, at CAC trainings, meetings, and events.

h) The CAC chairperson shall sign the certification page of the Local Plan signifying review and participation in the revision.

i) The CAC Chairperson shall be invited to participate on countywide CAC Chairpersons' Committee.
n. List of Interagency Agreements/Memorandum of Understanding (EC 56220, Title 2, CAC 60030-60330(b), 1, 2, 3, Welfare and Institutional Code 5608, Government Code 7587)

Mental Health
California Children's Services
Regional Centers:
Head Start Agencies
Early Start

These interagency agreements shall remain in effect until otherwise indicated. Copies of all agreements and status of these agreements are on file in the SELPA Office.

o. Other Administrative Functions

Refer to the Participant's Agreements in the Appendix Section of this plan. Agreements include procedures for transportation, facilities, excess costs, food services and reporting to the State Department.
SECTION III

Charter School Policy
SECTION III: CHARTER SCHOOLS

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

This policy applies to all Charter Schools that are chartered by educational entities located within the member districts of the Los Angeles County Charter SELPA. This policy also applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA [EC 47605.5 (k)(1)]. As students enrolled in charter schools are entitled to special education services provided by State and Federal funding, the charter schools will comply with all requirements of state and federal law regarding provision of special education services [EC 56000 et seq., Individuals with Disabilities Education Act (20 U.S.C. Chapter 33)]. Children with disabilities and their parents shall retain all rights under IDEA.

Policy Statement

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

Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the categorization of the individual charter school. Education Code section 47613.5, added in 1999, allows a charter school to be deemed a Local Education Agency (LEA) for purposes of special education and receive direct funding; or continue to be categorized as a Public School within a LEA. All approved charter schools will be deemed public schools within a LEA unless the Charter School meets the same criteria as any other LEA wishing to join the SELPA and as a result, the SELPA Executive Directors’ Council has deemed the charter school a LEA for purposes of special education funding. If the approval of a charter requires a change to the SELPA allocation plan, such change will be adopted pursuant to the policy making process of the SELPA. Approval of a new charter or LEA by the Executive Directors’ Council without any other changes to this Local Plan shall not require Local Board action.

1. SELPA Involvement with Approval and Renewal of Charters

Prior to approval of a new charter, or renewal of an existing charter, the superintendent or designee of the chartering entity shall consult with the SELPA Director regarding the provision of special education services to students enrolled by the charter school. The petitioner must provide adequate assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with the Los Angeles County Charter SELPA Local Plan. The charter must provide assurances that no student will be denied enrollment in the charter school due to a disability or the charter schools inability to serve the student. The SELPA will be available to provide consultation on the potential fiscal impact and benefits that may be associated with granting the requested charter. An approved charter must delineate the entity responsible for providing special education instruction and services as required by all LEAs, any anticipated transfer of
special education funds between the granting entity and the charter school and any provisions for sharing deficits in funding. These provisions may be included in a Memorandum of Understanding in the event the charter has not developed local policies.

2. Categories of Charter Schools

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

a. Public School within a LEA.

Charter schools that are deemed public schools within a LEA will participate in state and federal funding in the same manner as other schools within the chartering LEA. The chartering LEA will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The LEA will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students in the regular program. The charter school, deemed a public school, shall be represented on the SELPA governance body (Executive Directors’ Council) by the Executive Director of the district granting the charter.

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

The LEA and the charter school may enter into agreements whereby the charter school is billed for excess costs associated with providing special education services to identified students, including the administration of special education programs. The charter school may also be held fiscally responsible for a fair share of any encroachment on LEA general funds created by the provision of special education services throughout the LEA.

b. Charter School as a LEA within the SELPA.

A charter school may apply to become a LEA for the provision of special education services. Application must be made to the SELPA by March 15 of the school year proceeding the school year in which the charter school anticipates operating as a LEA within the SELPA. The Executive Directors’ Council will make the final determination whether the charter school has the capacity and intent to meet all requirements of a LEA. The application process for a Charter School will be the same as any other LEA wishing to be a member of the SELPA. It is understood that a State Board of Education
authorized charter shall be treated as an LEA in terms of voting on the SELPA Executive Directors’ Council. (Refer to Section II. f)

The Charter School is required to assure compliance with all requirements of the SELPA Local Plan approved Amendments, and policies outlined in the Local Plan Appendix, including:

- Meet the terms of the agreement regarding assurances of the Local Plan.
- Meet the terms of the agreement regarding Due Process and Complaints.
- Meet the terms of the agreement regarding the Annual Budget and Service Plan.
- Meet the terms of the agreement regarding unreimbursed costs as specified in the Participants’ Agreement.
- Meet terms of Participants on the Executive Directors’ Council.

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

a. Charter schools designed, as a LEA for special education shall have voting rights on the Executive Directors’ Council of the SELPA.

b. Participate in the Directors’ Council, Program Specialist Council, Community Advisory Committee, and Finance Committee in the same manner as other LEAs within the SELPA.

c. Receive state and federal funding for special education in the same manner as other LEAs within the SELPA per the approved allocation plan.

d. Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, nonpublic school/agency placements, inter-intra SELPA placements, due process proceedings, complaints, and attorney fees.

e. Document that all State and Federal special education funds apportioned to the charter school are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state, and local funds apportioned to a charter school.

f. Participate on the Charter School Committee to assure that the unique needs of Charter Schools are made aware to the SELPA. It is understood that the actions and recommendations of the Charter School Committee shall be forwarded to the Executive Directors’ Council.

Procedure for Conflict Resolution

Issues concerning governance and administration will be reviewed by the Executive Directors’ Council for resolution. (Consistent with the Local Plan Section II: Governance).
SECTION IV

Early Childhood Special Education
Currently, Charter Schools do not receive funding for Early Intervention or Pre-school Services, the member LEAs of the LAC Charter SELPA only serve students from ages 5 through 21 inclusive.
SECTION V

Plan for Literacy
SECTION V: SELPA PLAN FOR LITERACY

A. RATIONALE

The California Reading Initiative is intended for all students. Reading proficiency is an important goal for virtually all students who receive special education services. It is basic to ongoing school success and essential for successful participation in society. Without reading proficiency, students are excluded from full participation and opportunity to achieve academic success in school.

B. POLICY STATEMENT

In order to improve the education results for students with disabilities, the member LEAs for the Los Angeles County Charter SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in our SELPA. In order to facilitate that effort, our LEAs assure that special education instructional personnel will participate in staff development in-service opportunities in the area of literacy, including:

1. Information about current literacy and learning research;
2. State-adopted student content standards and frameworks; and
3. Research-based instructional strategies for teaching reading to a wide range of diverse learners.

Each of the member LEAs within the Los Angeles County Charter SELPA will include special education staff in their curriculum materials selection process, in order to support alignment with State Standards. Each will also include all special education staff in all staff development on phonemics and phonics, as well as in any additional state or regional training based on new legislation, e.g., the California Reading and Literature Subject Matter Project, the rollouts on the frameworks, AB466 training.

Our goals are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to ensure that students with disabilities attain higher standards in reading.

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

1. All required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and
2. Instructional materials and support
SECTION VI

SELPA Monitoring Plan
SECTION VI: SELPA MONITORING PLAN

The Los Angeles County Charter SELPA shall be responsible for monitoring and assisting member districts, charters, JPAs and LEAs in maintaining compliance with applicable state and federal laws on all state, federal and local funded programs.

On at least a quarterly basis, member districts, charters, JPAs and LEAs will be provided state reports in the collection and reporting of required data as part of the California Special Education Management Information System. The SELPA with the support of the Executive Directors’ Council may elect to complete such monitoring via electronic reporting and IEP software.

The SELPA Director shall provide technical assistance to charters on compliance standards as informed via the California Department of Education and the Office of Special Education programs at the federal level. Ongoing discussion and access to resources shall be facilitated by the SELPA. In addition, the SELPA facilitates all required reporting for state, federal and local grants. At the request of a member charter or LEA, the SELPA will facilitate a local compliance review process. The goal of all compliance reviews is to resolve issues locally.

In the event the SELPA Director has knowledge of noncompliance and/or concerns regarding compliance trends, they shall inform the Director of Special Education or responsible administrator and the Executive Director. Such reports may be part of ongoing discussion at Executive Directors’, Directors’, and Charter School meetings. After attempts to resolve issues of noncompliance, the SELPA Director may recommend corrective action plans, re-allocation of funds, and other remedies to the Executive Directors’ Council. This may include the involvement of the California Department of Education.

It is understood that the SELPA may be required to file a complaint with CDE or OCR in order to protect the rights of eligible students.

The SELPA Director shall follow-up on issues and concerns as reported via the SELPA Community Advisory Committee members and meetings. The SELPA Director shall make ongoing reports to the CAC regarding SELPA-wide compliance monitoring activities by the California Department of Education, including local steps to resolve noncompliance issues.

Up to two times each year, the SELPA will “spot-check” an IEP compliance issue, via collaboration with Executive Directors, Charter School Representatives and Program Specialists.
SECTION VII

Policies, Administrative Regulations
SECTION VII: POLICIES, ADMINISTRATIVE REGULATIONS
AND PROCEDURE MANUALS

Each member agency of the Los Angeles County Charter SELPA shall approve local policies and administrative regulations to support the Local Plan. Each charter school, JPA or County Office in collaboration with the SELPA shall develop a local procedure manual to assist staff to implement local policies and administrative regulations. Copies of the charter school, JPA or County Office policies, administrative regulations, and procedure manuals shall be retained at the local level and made available to the SELPA and California Department of Education upon request.

The SELPA with approval of the Executive Directors’ Council shall provide an approved Individual Education Plan document and Parent Rights and Responsibilities document for use by member agencies. The SELPA shall also support LEAs in Child Find activities.
Los Angeles County Charter
Special Education Local Plan Area

Policies

GOVERNANCE

The Los Angeles County Charter Special Education Local Plan Area (“LAC Charter SELPA”) shall operate under a governance structure that is described in the LAC Charter SELPA Governance Plan. The Governance Plan shall be memorialized in an agreement entered into by the Los Angeles County Office of Education, and the member LEAs. Each of the foregoing entities shall be designated as and sometimes referred to as a local education agency (“LEA”). It shall be the policy of this SELPA 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 a LEA is not eligible for assistance will not be made without first affording that LEA reasonable notice and an opportunity for a hearing through the State Educational Agency.

All LAC Charter SELPA policies shall be adopted by each of the governing boards of agencies participating in the LAC Charter SELPA.

Each participant in the LAC Charter SELPA shall provide full disclosure to other LAC Charter SELPA participants of any actual or potential conflict of interest that may exist concerning decisions and acts by the LAC Charter SELPA participant that may limit or deny resources to support the programs of the other LAC Charter SELPA participant(s).

Legal References:

EDUCATION CODE
56195, 56195.1(c), 56200(c)(1), 56203, 56205(a)(12)(A), 56205(a)(12)(D)

FEDERAL REFERENCES
20 U.S.C 1412(a)(13)

REGIONALIZED SERVICES

The LAC Charter SELPA shall adopt procedures to ensure coordination of regionalized services for the benefit of all students with disabilities residing within or eligible for services by the LAC Charter SELPA. The Executive Directors’ Council, as the governing body of the LAC Charter SELPA, shall be authorized to initiate any action necessary to ensure that regionalized operations and services and direct instructional support to each LEA will occur in a manner consistent with the LAC Charter SELPA budget and service plans and any interagency agreements entered into by the LAC Charter SELPA. The LAC Charter SELPA Director shall act as the administrator for the Executive Directors’ Council to implement LAC Charter SELPA plans; to direct compliance with LAC Charter SELPA procedures and to prepare and disseminate LAC Charter SELPA
reports as required by state and federal statute or regulation and local policy. Resolution of any complaint that a LEA has failed to conduct its operations of regionalized services in a manner consistent with LAC Charter SELPA plans and procedures shall be resolved by the dispute resolutions procedures adopted by the Executive Directors’ Council.

Legal References:
**EDUCATION CODE**  
56195, 56203, 56205(a)(12)(B), 56205(b)(1)(F), 56368, 56836.23

**PUBLIC PARTICIPATION**  
LAC Charter SELPA Policy 3

It shall be the policy of this SELPA and its member LEAs 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 or the IDEA.

Members of the public, including but not limited to parents and guardians of students with disabilities and the student themselves, shall be encouraged to contact the Director of the Los Angeles County Charter Special Education Local Plan Area (“LAC Charter SELPA”) and/or Director of Special Education Programs for each responsible local education agency (“LEA”) in order to ask questions or express concerns about the operation of the LAC Charter SELPA.

To facilitate public understanding, LAC Charter SELPA documents and communications shall be written in languages commonly understood by the general public.

To promote public participation, LAC Charter SELPA and LEA policies and procedures shall provide for the fiscal and logistical support of the Community Advisory Committees (CAC). The CAC shall be used as an additional means of encouraging public participation.

Legal References:
**EDUCATION CODE**  
56205(b)(4), 56205(d)

**FREE AND APPROPRIATE PUBLIC EDUCATION**  
LAC Charter SELPA Policy 4  
(FAPE)

It is the policy of this SELPA and its LEAs that a free and appropriate public education is available to all children residing in the LEA between the ages of birth and 21 inclusive, including children with disabilities who have been suspended or expelled from school. Appropriate education is that combination of educational and related service(s) as determined on an Individual Education Program (IEP) that meets the unique needs of each individual in order to benefit from his/her access to educational opportunities.

Legal References:
**FULL EDUCATION OPPORTUNITY**

It shall be the policy of this SELPA and its LEAs that all pupils with disabilities have access to the variety of educational programs and services available to non-disabled pupils including nonacademic and extra-curricular services and activities.

*Legal References:*

**EDUCATION CODE**

56205(a), 56205(c), 56301

**FEDERAL REFERENCES**

20 USC 1412(a)(2)

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**CHILD FIND**

It shall be the policy of this SELPA and its LEAs 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 disability, 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.

*Legal References:*

**EDUCATION CODE**

56205(a), 56301

**FEDERAL REFERENCES**

20 USC Section 1412(a)(3)(A-B), 34 CFR Section 300.125

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**INDIVIDUALIZED EDUCATIONAL PROGRAM (IEP)**

It shall be the policy of this SELPA and its LEAs that an Individualized Education Program (IEP) 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 SELPA and its LEAs 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.
Legal References:

**EDUCATION CODE**
56205(a), 56195.7(a), 56195.8(a)(3)

**FEDERAL REFERENCES**
20 USC Section 1412(a)(4), 1414(d), 1436(d), CFR 300.344(c)(1)(ii), 300.345(a)

LEAST RESTRICTIVE ENVIRONMENT  
LAC Charter SELPA Policy 8

It shall be the policy of this SELPA and its LEAs 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 classes, separate schooling, or other removal of children with disabilities from the regular education 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 can not be achieved satisfactorily.

Legal References:

**EDUCATION CODE**
56205(a), 56195.7(a), 56195.8(a)(3)

**FEDERAL REFERENCES**
20 USC Section 1412(a)(5)(A)

PROCEDURAL SAFEGUARDS  
LAC Charter SELPA Policy 9

It shall be the policy of this SELPA and its LEAs 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.

Legal References:

**EDUCATION CODE**
56205(a), 56195.7(a), 56195.8(a)(3)

**FEDERAL REFERENCES**
20 USC Section 1412(a)(6), 20 USC Section 1415

EVALUATION/THREE YEAR REASSESSMENT  
LAC Charter SELPA Policy 10

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

Legal References:

**EDUCATION CODE**
CONFIDENTIALITY

It shall be the policy of this SELPA and its LEAs 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).

Legal References:
EDUCATION CODE
56205(a)

PRIVATE SCHOOLS

It shall be the policy of this SELPA and its LEAs to assure that children with disabilities voluntarily enrolled by their parents in private school shall receive special education and related services pursuant to LEA coordinated procedures in accordance with local 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.

Legal References:
EDUCATION CODE
56205(a)(9)

COMPLIANCE ASSURANCES

It shall be the policy of this SELPA and its LEAs that the local plan shall be adopted by the appropriate local board(s) (LEA/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law and the provisions of the California Education Code, Part 30.
Legal References:
EDUCATION CODE
56205(a)(11)

FEDERAL REFERENCES
20 USC Section 1412 (a)(11)

COORDINATION WITH OTHER AGENCIES
LAC Charter SELPA Policy 15

Assurance of Provision of Special Education and Related Services
All special education and related services determined by the Individualized Education Program (IEP) team to be necessary for a student to benefit from education shall be listed on the IEP. A LEA shall assure that each student with a disability is provided services in accordance with his/her IEP, regardless of which agency or contractor provides the service.

Determination of Eligibility or Provision of Services from Other Agencies
A determination that a student is in need of a service shall be based on appropriate educational assessment(s). When the IEP team has determined and included on an IEP a statement that a student is in need of a service provided by another agency, the LEA or agencies shall provide or pay for the service(s) pending dispute resolution between the agencies, the determination of the agency’s or agencies’ eligibility including during any delays in assessment or delays in implementing the assessment results by that agency or agencies. The LEA is solely responsible for obtaining all services and service providers needed to implement the IEP. The LEA shall monitor the statutory timelines to ensure that services are provided without delays.

It shall be the policy of this SELPA and its LEAs that interagency agreements or other mechanism for interagency coordination are in effect to ensure services required for FAPE are provided including the continuation of services during an interagency dispute.

Legal References:
EDUCATION CODE
56195.7(d)

PERSONNEL QUALIFICATIONS
LAC Charter SELPA Policy 16

It shall be the policy of this SELPA and its LEAs 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 qualification.
LEGAL REFERENCES

**EDUCATION CODE**
56205(a), State Board Policy 6/11/98

**FEDERAL REFERENCES**
20 USC Section 1412(a)(14-15), 1413(a)(3)

**PERFORMANCE GOALS AND INDICATORS**
LAC Charter SELPA Policy 17

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

**Legal References:**
**EDUCATION CODE**
56205(a)

**FEDERAL REFERENCES**
20 USC Section 1412(a)(15)

**PARTICIPATION IN ASSESSMENTS**
LAC Charter SELPA Policy 18

It shall be the policy of this SELPA and its LEAs 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. This includes the California Modified Assessment and the California Alternate Performance Assessment.

**Legal References:**
**EDUCATION CODE**
56205(a)

**FEDERAL REFERENCES**
20 USC Section 1412(a)(16)

**SUPPLEMENTATION OF STATE/FEDERAL FUNDS**
LAC Charter SELPA Policy 19

It shall be the policy of this SELPA and its LEAs 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.

**FEDERAL REFERENCES**
20 USC Section 1412(a)(17)
MAINTENANCE OF FINANCIAL EFFORT

It shall be the policy of this SELPA and its 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.

Each LEA in the LAC Charter SELPA assures the maintenance of effort and understands the Part B funds will not be used to reduce the level of support beyond the amount permitted under federal law and regulations. Verification of maintenance of effort will be accomplished by completing, each year, the two maintenance of effort tests, required by the California Department of Education.

Legal References:
EDUCATION CODE
56205(a)

FEDERAL REFERENCES
20 USC Section 1412(a)(18)

SUSPENSION/EXPULSION REPORTS

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

Documentation concerning the suspension and expulsion of students with disabilities shall be communicated to the California Department of Education by the CASEMIS system at regular intervals as required by state statute and regulation. Each LEA shall be responsible for timely collecting and transmitting the data to the LAC Charter SELPA Administrator in a manner consistent with State statute and regulation.

Legal References:
EDUCATION CODE
56205(a)

FEDERAL REFERENCES
20 USC 1412(a)(22)

ACCESS TO INSTRUCTIONAL MATERIALS

It shall be the policy of this SELPA and its LEAs to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted Nationals Instructional Materials Accessibility Standard.
FEDERAL REFERENCES
20 USC Section 1412(a)(23)

OVERIDENTIFICATION & DISPROPORTIONALITY    LAC Charter SELPA Policy 23

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

FEDERAL REFERENCES
20 USC Section 1412(a)(24)

PROHIBITION ON MANDATORY MEDICINE    LAC Charter SELPA Policy 24

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

FEDERAL REFERENCES
20 USC Section 1412(a)(25)

DATA    LAC Charter SELPA Policy 25

It shall be the policy of this SELPA and its LEAs to provide data or information to the California Department of Education that may be required by regulations.

FEDERAL REFERENCES
20 USC Sections 1418(a-d)

READING LITERACY    LAC Charter SELPA Policy 26

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

State Board Requirement, 2/99
CHARTER SCHOOLS

It is the policy of this SELPA and its LEAs that a request by a charter school to participate as a LEA in a special education local plan area may not be treated differently from a similar request made by a school district.

Legal References:
EDUCATION CODE
56207.5(a-c)

DISPUTE RESOLUTION

The LAC Charter SELPA shall adopt a plan for dispute resolution that includes mediation and binding arbitration of disputes arising among local education agencies (“LEAs”) participating in the LAC Charter SELPA. Disputes regarding any matter covered in the LAC Charter SELPA governance activities, including but not limited to the distribution of LAC Charter SELPA funds and responsibility for service provision, and required to be submitted to dispute resolution prior to the initiation of litigation in a court of appropriate jurisdiction. LAC Charter SELPA members may elect to submit voluntarily any other disputes to the dispute resolution procedures.

The obligations of the parties to participate in dispute resolution and the basis on which either party may appeal a decision rendered through dispute resolution shall be contained in the LAC Charter SELPA agreement.

Legal References:
EDUCATION CODE
56205(b)(5)

COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT (CSPD)

It shall be the policy of this SELPA and its LEAs that it will support and assist the state’s effort and activities to ensure an adequate supply of qualified special education, general education, and related services personnel.

Legal References:
EDUCATION CODE
56205(a), State Board Policy 6/11/98

FEDERAL REFERENCES
20 USC Section 1412(a)(14-15), 1413(a)(3)
LAC CHARTER SELPA PROCEDURES

NONPUBLIC, NONSECTARIAN SCHOOLS

Nonpublic, nonsectarian school (NPS) and agency (NPA) services shall be available to pupils in the SELPA. When no appropriate public education services are available within the SELPA, neighboring counties or SELPAs, or state special schools, a designated member of the IEP team or the Los Angeles County Charter SELPA Director shall contact the LEA of residence administrator/designee if this type of placement might be considered at an upcoming IEP meeting.

The LEA of residence administrator or designee shall review all documented efforts to utilize all public school options prior to utilizing an NPS or NPA. The LEA of residence will process referrals and locate an appropriate nonpublic school to meet the student’s needs. The SELPA and/or county special education staff may assist and/or collaborate with the LEA to locate an appropriate NPS.

Each LEA agrees to use a master contract with each NPS and an individualized services agreement for each pupil enrolled in a NPS. The NPS is required by the Master Contract and the IEP to annually evaluate the pupils (formally and informally) to determine if the student is making appropriate educational progress. As part of the IEP review process, each LEA that contracts with a NPS shall evaluate the placement of its pupil(s) in such a school on at least an annual basis. The LEA representative shall collaboratively review the NPS evaluation data to ensure that the results are appropriate, reliable, and valid for measuring pupil progress. The LEA may determine to conduct the evaluation(s) and/or choose to administer additional assessments with parent consent.

Legal References:
EDUCATION CODE
56205(c), 56198(b)(1)

HOSPITAL, LCI, JUVENILE COURT

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

State Developmental Center Programs
The education code provides that the county wherein the hospital is located shall provide special education services. The local education agency is to receive prior notice regarding the return of the student to the LEA within the SELPA. If the LEA of residence does not receive prior
notification, the LEA will attempt to obtain the current educational records and the LEA providers in the SELPA agree to provide appropriate technical assistance to the LEA of residence in order to facilitate a timely and appropriate placement into an educational setting.

**Licensed Children’s Institutions (LCI) and Foster Homes**

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

**Juvenile Court and Correctional Programs**

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

**Legal References:**

**EDUCATION CODE:**

56150, 56156-56162, 56195.7(e), 56195.7(f){TC “Licensed Children’s Institutions (LCI) and foster homes” /12}, 56195.7(g), 56167-56169.5, 56361.5, 56359(D)(4)

**EQUIPMENT AND SERVICES FOR LOW INCIDENCE STUDENTS**

Low incidence funds may be used for all pupils with low incidence disabilities as defined in law (hearing impairments, visual impairments, severe orthopedic impairments, or any combination thereof) where an IEP team has determined the pupil meets eligibility requirements for a low incidence disability. The specialized equipment or services are recommended in the student’s IEP.

**Legal References:**

**EDUCATION CODE:**

56206

**DISPUTE RESOLUTION PROCEDURES**

Any disagreement among the LEAs, the RLA, and/or the SELPA regarding distribution of funds, responsibility for service provision or any governance activities specified in the Local Plan shall be subject to these dispute resolution procedures. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint
concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. Each party which participates in internal dispute resolution, whether formal or informal, shall bear its own attorney’s fees and costs incurred as a result thereof. To the extent the informal dispute resolution process results in costs payable to third-parties (for example third party mediators) LACOE shall pay 50% of such costs and the District or District(s) participating in informal dispute resolution shall collectively pay the other 50% of such costs. It is the intention that such disputes shall be resolved at the lowest level possible in the governance structure outlined in the Local Plan.

**Level 1: Informal Resolution by Agreement of the Parties**

A SELPA member shall report in writing (“statement of dispute”) to the SELPA Director the existence of a dispute between any LEAs, an LEA and the RLA, or the LEA and the SELPA. A copy of the statement of dispute submitted to the SELPA Director shall be provided to each of the effected parties. The effected parties shall meet within 10 working days after a statement of dispute has been submitted to the SELPA Director and attempt to resolve the dispute without outside intervention. If the matter is resolved, the effected parties shall provide to the SELPA Director, a written agreement of the resolution that has been signed by the effected parties. If the matter is not resolved by the parties, a written notice of dispute shall be provided to the SELPA Director on the tenth working day after the statement of dispute was originally submitted.

The statement of dispute and notice of dispute shall contain all of the following information:

1. The names of the entities involved in the dispute;
2. The individual authorized to represent each agency in the dispute resolution;
3. A statement of facts concerning the dispute;
4. A statement of the legal basis for the dispute, e.g., the SELPA policy, the SELPA procedure, the SELPA Plan, state or federal statutory or regulatory violation.

The notice of dispute shall also contain a statement from each effected party of the proposed resolution of the dispute.

**Level 2: Formal Dispute Process**

A fact-finding and dispute resolution panel shall be convened if the individual designated by LACOE or the individual designated by the LEA notifies the other in writing of a request for formal dispute resolution (FDR).

**The Dispute Resolution Panel**

The FDR panel consists of three persons. The panel shall be convened ad hoc and there shall be no standing or ex officio members. LACOE and the LEA shall each appoint one person, and their two appointees shall jointly choose a third person who possesses legal and/or technical skills and experience relevant to the dispute. The individuals designated by LACOE and the LEA shall each name their respective appointees within five (5) business days after delivery of notice by a party to initiate FDR. The appointed members of the panel shall choose the final
member of the panel within five (5) business days after the date the two appointed members were appointed. If the appointed panel members fail to agree upon a mutually acceptable third panel member in the time provided herein, then the parties agree that the third panel member shall be selected by an outside arbitrator.

**Fact-Finding Report**

The individuals designated by LACOE and the LEA shall provide to the FDR panel a written description of the dispute, including the particular issues on which the parties seek the FDR panel’s recommendations.

1) **Fact Finding**

   The FDR panel shall engage in fact finding as required by the dispute and recommend how best to resolve the dispute. The panel may submit written questions to the parties, may request oral statements, and may review relevant documents. Each party has the right to submit written statements to the panel. As to any decision or finding required by the FDR panel, a majority vote of the members of the panel shall be deemed the panel’s decision or finding.

2) **Report**

   Within thirty (30) calendar days after the FDR panel is appointed, the FDR panel shall submit a written report, including its findings of fact and recommendations for resolution to the individuals designated by LACOE and the LEA, unless otherwise agreed to by the individuals designated by LACOE and the LEA.

**Dispute Resolution Mandatory**

The dispute resolution process provided in the Section is a prerequisite to the exercise of any judicial remedies available to the parties.

Education Code §56205(b)(5).

**IDENTIFICATION/REFERRAL/ASSESSMENT/ PLANNING/IMPLEMENTATION/REVIEW**

The LEA governing boards of the LAC Charter SELPA assure an ongoing effort to identify all individuals with disabilities. The LAC Charter SELPA works closely with public agencies in the identification of individuals with disabilities. A student shall be referred for special education instruction and services only after the resources of the general education program have been considered and, were appropriately utilized.

Referrals shall be made in a written format and may be received from parents, school staff, student study teams, agencies, appropriate professional persons, and other significant members
of the public. The LEA will respond to the parent within 15 days with an assessment plan or a written response outlining the denial of the referral request along with a copy of the procedural safeguards.

The description of assessment procedures included in Education Code Sections 56320-56329, for purposes of 34 C.F.R. 300.220, is hereby included in this local plan by reference. The assessment must be completed and the Individual Education Program (IEP) team must meet and develop the IEP within sixty (60) calendar days not counting days between the pupil’s regular school sessions, terms, or days of school vacation in excess of five school days, after the parent’s consent for assessment is received.

Whenever assessments are conducted, they are made by a multi-disciplinary team, including a general education teacher and specialist with knowledge in the area of suspected disability who are appropriately trained to administer and interpret test results. The assessment process ensures that no single procedure is the sole criterion for determining placement.

The Individual Education Program will be reviewed annually for the following purposes:
- Review of pupil progress goals and objectives/benchmarks
- Appropriateness of placement
- Need for revisions
- An offer of FAPE

Legal References:
EDUCATION CODE
56195.7(a), 56303, 56205(b)(7)

PROVIDING SPECIAL EDUCATION SERVICES LAC Charter SELPA Procedure 6 AND RELATED SERVICES TO INCARCERATED 18-22 YEAR OLDS

Pursuant to a California Department of Education directive and Education Code 56041, the member LEAs of the SELPA will be providing special education and related services to all eligible inmates in the jails operated by the Los Angeles County Sheriff’s Department, until such time as there is a judicial, legislative, executive, or regulatory decision that impacts the directive. The directive is limited to inmates between the ages of 18-22 (once a student reaches age 22, the directive no longer applies).

Legal References:
EDUCATION CODE
56041
SECTION VIII

Behavior Intervention
SECTION VIII: BEHAVIOR INTERVENTION

Positive Behavior Intervention

The Los Angeles County Charter SELPA and member agencies shall conform to current State and Federal laws and regulations regarding behavior intervention. District level policy and administrative regulations shall apply except for the following specific requirements:

Behavior Intervention Case Managers (BICM) – The SELPA shall maintain responsibility for the certification of any Behavior Intervention Case Manager (BICM) within the SELPA including nonpublic schools and agencies who provide such services. It is understood that an individual who is a Board Certified Behavior Analyst (BCBA) shall be certified as a BICM. In the case of a nonpublic school or agency, the contracting LEA or charter school must request that the individual who holds the BCBA certification is also required to serve as the Behavior Intervention Case Manager (BICM) or other qualified staff must first become certified via the SELPA process.

Certification as a BICM shall remain in effect provided the individual maintains satisfactory public school employment status within the Los Angeles County SELPA and maintains current certification in Nonviolent Crisis Intervention (NCI). This also applies to nonpublic school and agency staff with the school or agency requested to maintain certification with the California Department of Education and adhere to the Master Contract. Copies of all BICM certification documents shall be maintained in the SELPA Office including documentation of training. The SELPA may elect to certify an employee from another SELPA as appropriate.

The Los Angeles County Charter SELPA has approved the Nonviolent Crisis Intervention (NCI) certification as the approved behavior intervention strategy for use with students with serious behavior problems as documented in the Individual Education Plan (IEP), positive behavior plan and/or the behavior intervention plan. The SELPA shall maintain a file of NCI certified individuals and shall provide ongoing NCI training consistent with NCI guidelines.

Behavior Emergency Intervention – Emergency intervention may only be used to control unpredictable, spontaneous behavior, which poses a clear and present danger of serious physical harm to the individual or others, and which cannot be immediately prevented by a response less restrictive than the temporary application of an approved technique used to contain their behavior. All approved techniques in the SELPA must be consistent in Nonviolent Crisis Intervention trainings and procedures. Each member agency shall insure that a copy of the Behavior Emergency Report is written and placed in the pupil’s file with a copy to the SELPA office, and an IEP team meeting scheduled to review the Behavior Emergency Report as appropriate.

Behavioral Intervention prohibited by law:

To protect the child from abusive physical or emotional trauma, the following techniques may not be used by any public or nonpublic school or agency, regardless of emergency situation or as part of any plan and school activity. The interventions prohibited are:

1) “any intervention that is designed to, or likely to, cause physical pain;”
2) “releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual’s face;”
3) denial of “sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;”
4) procedures such as “verbal abuse, ridicule or humiliation” or others that can be expected to cause “excessive emotional trauma;”
5) physical restraint by “a device, material or objects that simultaneously immobilizes all four extremities,” including “prone containment or similar techniques,” unless it is used by personnel who are “trained” in the technique and it is used only as an “emergency intervention;”
6) “locked seclusion,” unless it is used as an emergency procedure and then only in a facility licensed or permitted by state law to use a locked room;
7) Any intervention that leaves a student without “adequate supervision;” and
8) “any intervention which deprives the individual of one or more of his or her senses” [3052(1)(1-8)].

Training Requirements – In addition to BICM certification and Nonviolent Crisis Intervention (NCI) training required by staff implementing a behavior intervention plan, ongoing training concerning positive behavior interventions, data collection, and positive reinforcement is a priority. All new special education teachers shall have training as part of the SELPA new teacher training program or at a district level training. Staff required to implement a behavior intervention plan shall receive guidance and training by the Behavior Intervention Case Manager (BICM) on an ongoing basis. Paraeducators shall be trained by the credentialed special education teacher serving as the case manager and responsible for the student’s IEP. School psychologists shall be available to provide training and technical assistance regarding the development and implementation of behavior in general including social emotional development. If the school psychologist and credentialed special education teacher is also certified as a BICM and/or is certified as a Board Certified Behavior Analyst (BCBA), then they shall also be responsible for training related to a behavior intervention plan where serious behaviors may occur.

Reporting Requirements and Data Collection – Each behavior intervention plan shall determine the type, frequency, and nature of the data to be collected and analyzed by the BICM and the IEP team. This applies to both Positive Behavior Plans and Behavior Intervention Plans.

The IEP team or member of IEP shall determine the need for ongoing monitoring of the plan. For a behavior intervention plan involving serious behaviors, a quarterly review of data is recommended.

In the event a behavior emergency incident occurs where the use of an approved crisis intervention by utilized staff, a Behavior Emergency Report (BER) shall be completed within 24 hours and filed with the appropriate administrator as well as copies provided to the appropriate IEP team member and the Los Angeles County SELPA. Annually, at the request of the California Department of Education, the SELPA shall report the number and type of Behavior Emergency Reports reported during a given school year. Copies of this report shall be on file at the SELPA Office. A copy of the Behavior Intervention Report shall remain in the student’s special education file.
APPENDIX A

Local Assurances
APPENDIX A

Local Education Agency Assurances
(To be approved by Charter School Boards as LEAs become SELPA members)

LEA Charter Members

Academia Avance Charter School
Celerity Achernar Charter School
Celerity Himalia Charter School
Celerity Rolas Charter School
Intellectual Virtues Academy, A Long Beach Public High School
Jardin de la Infancia
LA’s Promise Charter High School #1
LA’s Promise Charter Middle School #1
Optimist Charter School
Soledad Enrichment Action Charter School
SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1. FREE APPROPRIATE PUBLIC EDUCATION (20 USC § 1412 (a)(1))

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

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

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

3. CHILD FIND (20 USC § 1412 (a)(3))

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

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) (20 USC § 1412 (a)(4))
California Department of Education
SED-LP-5
(Revised 1/07)
It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.
5. LEAST RESTRICTIVE ENVIRONMENT (20 USC § 1412 (a)(5))

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

6. PROCEDURAL SAFEGUARDS (20 USC § 1412 (a)(6))

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

7. EVALUATION (20 USC § 1412 (a)(7))

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

8. CONFIDENTIALITY (20 USC § 1412 (a)(8))

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

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

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

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

11. LOCAL COMPLIANCE ASSURANCES (20 USC § 1412 (a)(11))

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

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

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

13. GOVERNANCE (20 USC § 1412 (a)(13))
California Department of Education
SED-LP-5
(Revised 1/07)
It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.
14. PERSONNEL QUALIFICATIONS (20 USC § 1412 (a)(14))

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

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

15. PERFORMANCE GOALS & INDICATORS (20 USC § 1412 (a)(15))

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

16. PARTICIPATION IN ASSESSMENTS (20 USC § 1412 (a)(16))

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

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS (20 USC § 1412 (a)(17))

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable
California Department of Education
SED-LP-5
(Revised 1/07)
provisions of the IDEA; will be used to supplement and not to supplant state, local and other Federal funds those funds.

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

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

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

20. RULE OF CONSTRUCTION (20 USC § 1412 (a)(20))

(Federal requirement for State Education Agency only)

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

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION (20 USC § 1412 (a)(22))

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

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

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

24. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 USC § 1412 (a)(24))

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.
California Department of Education  
SED-LP-5  
(Revised 1/07)

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

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

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

27. DATA (20 USC § 1418 a-d)

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

28. READING LITERACY (State Board requirement, 2/99)

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

29. CHARTER SCHOOLS (E.C. 56207.5 (a-c))

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.
California Department of Education
SED-LP-5
(Revised 1/07)

In accordance with Federal and State laws and regulations, Los Angeles County Special Education Local Plan Area (LAC SELPA) certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 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 LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

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

Adopted this __6th____ day of ______April____, 2010.
Yeas: __6____ Nays: __0____
Signed: __________________, Interim Superintendent
Los Angeles County Special Education Local Plan Area

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

1. FREE APPROPRIATE PUBLIC EDUCATION 20 USC Section (§) 1412 (a)(1)

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

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

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

3. CHILD FIND 20 USC § 1412 (a)(3)

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

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) 20 USC § 1412 (a)(4)

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student’s progress and make appropriate revisions.
5. LEAST RESTRICTIVE ENVIRONMENT 20 USC § 1412 (a)(5)

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

6. PROCEDURAL SAFEGUARDS 20 USC § 1412 (a)(6)

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

7. EVALUATION 20 USC § 1412 (a)(7)

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

8. CONFIDENTIALITY 20 USC § 1412 (a)(8)

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

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

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.
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It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. LOCAL COMPLIANCE ASSURANCES  20 USC § 1412 (a)(11)

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

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

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

13. GOVERNANCE  20 USC § 1412 (a)(13)

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.
14. PERSONNEL QUALIFICATIONS 20 USC § 1412 (a)(14)

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

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

15. PERFORMANCE GOALS & INDICATORS 20 USC § 1412 (a)(15)

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

16. PARTICIPATION IN ASSESSMENTS 20 USC § 1412 (a)(16)

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

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS 20 USC § 1412 (a)(17)

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

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

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

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

20. RULE OF CONSTRUCTION 20 USC § 1412 (a)(20)

(Federal requirement for State Education Agency only)

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

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION (20 USC § 1412 (a)(22))

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

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It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.
26. DISTRIBUTION OF FUNDS 20 USC § 1411(e),(f)(1-3)
(Federal requirement for State Education Agency only)

27. DATA 20 USC § 1418 a-d
It shall be the policy of this LEA to provide data or information to the California Department of Education that may be required by regulations.

28. READING LITERACY (State Board requirement, 2/99)
It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. CHARTER SCHOOLS 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.
In accordance with Federal and State laws and regulations, \underline{\textit{Academia Avance}}

(insert 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 USC 1400 et.seq, and implementing regulations under 34 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 LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

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

Adopted this 13th day of October, 2010.

Yea: 5
Nays: 0

Signed: \underline{\textit{Marcia Lou Calancha}}

Title: \underline{\textit{Secretary, Advance Executive Board}}

Superintendent, Secretary to the Board of Education (or use appropriate titles)
1. **Free appropriate public education (20 United States Code [U.S.C.] § 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 with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. **Full educational opportunity (20 U.S.C. § 1412 [a][2])**

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

3. **Child find (20 U.S.C. § 1412 [a][3])**

   It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities 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 has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. **Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

   It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). 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 U.S.C. § 1412 [a][5])**

   It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
6. **Procedural safeguards (20 U.S.C. § 1412 [a][6])**

   It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. **Evaluation (20 U.S.C. § 1412 [a][7])**

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

8. **Confidentiality (20 U.S.C. § 1412 [a][8])**

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

9. **Part C to part B transition (20 U.S.C. § 1412 [a][9])**

   It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child’s third birthday.

10. **Private schools (20 U.S.C. § 1412 [a][10])**

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

11. **Local compliance assurances (20 U.S.C. § 1412 [a][11])**

    It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the 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 U.S.C. § 1412 [a][12])**

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

13. **Governance (20 U.S.C. § 1412 [a][13])**

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

14. **Personnel qualifications (20 U.S.C. § 1412 [a][14])**

   It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and 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 U.S.C. § 1412 [a][15])**

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

16. **Participation in assessments (20 U.S.C. § 1412 [a][16])**

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

17. **Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

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

18. **Maintenance of effort (20 U.S.C. § 1412 [a][18])**
It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. Public participation (20 U.S.C. § 1412 [a][19])

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

20. Rule of construction (20 U.S.C. § 1412 [a][20])

(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412 [a][21])

(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])

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

23. Access to instructional materials (20 U.S.C. § 1412 [a][23])

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

24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])

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

25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])

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

26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])
(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 [a–d])

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

28. Charter schools (California Education Code 56207.5 [a–c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.
Los Angeles County Charter SELPA/Celerity Achernar Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 7th day of August, 2011.

Yeas: 3
Nays: 0

Signed, Superintendent
(Use appropriate titles)
Special Education Local Plan Area
Local Educational Agency Assurances

1. Free appropriate public education (20 United States Code [U.S.C.] § 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 with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. Full educational opportunity (20 U.S.C. § 1412 [a][2])

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

3. Child find (20 U.S.C. § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities 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 has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). 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 U.S.C. § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
6. **Procedural safeguards** *(20 U.S.C. § 1412 [a][6])*

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. **Evaluation** *(20 U.S.C. § 1412 [a][7])*

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

8. **Confidentiality** *(20 U.S.C. § 1412 [a][8])*

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

9. **Part C to part B transition** *(20 U.S.C. § 1412 [a][9])*

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child’s third birthday.

10. **Private schools** *(20 U.S.C. § 1412 [a][10])*

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

11. **Local compliance assurances** *(20 U.S.C. § 1412 [a][11])*

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the 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 U.S.C. § 1412 [a][12])**

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

13. **Governance (20 U.S.C. § 1412 [a][13])**

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

14. **Personnel qualifications (20 U.S.C. § 1412 [a][14])**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and 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 U.S.C. § 1412 [a][15])**

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

16. **Participation in assessments (20 U.S.C. § 1412 [a][16])**

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

17. **Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

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

18. **Maintenance of effort (20 U.S.C. § 1412 [a][18])**
It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. **Public participation (20 U.S.C. § 1412 [a][19])**

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


   (Federal requirement for state educational agency only)

21. **State advisory panel (20 U.S.C. § 1412 [a][21])**

   (Federal requirement for state educational agency only)

22. **Suspension and expulsion (20 U.S.C. § 1412 [a][22])**

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

23. **Access to instructional materials (20 U.S.C. § 1412 [a][23])**

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

24. **Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])**

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

25. **Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])**

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

26. **Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])**
(Federal requirement for state educational agency only)

27. **Data (20 U.S.C. § 1418 [a–d])**

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

28. **Charter schools (California Education Code 56207.5 [a–c])**

   It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.
Los Angeles County Charter SELPA/Celerity Himalia Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 5th day of February, 2017.

Yees: 4  Nays: 

Signed: [Signature], Board Secretary
Celerity Rolas Charter School

Los Angeles County Charter SELPA/Celerity Rolas Charter School

Special Education Local Plan Area
Local Educational Agency Assurances

1. **Free appropriate public education (20 United States Code [U.S.C.] § 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 with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. **Full educational opportunity (20 U.S.C. § 1412 [a][2])**

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

3. **Child find (20 U.S.C. § 1412 [a][3])**

   It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities 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 has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. **Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

   It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). 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 U.S.C. § 1412 [a][5])**

   It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
6. **Procedural safeguards (20 U.S.C. § 1412 [a][6])**

   It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. **Evaluation (20 U.S.C. § 1412 [a][7])**

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

8. **Confidentiality (20 U.S.C. § 1412 [a][8])**

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

9. **Part C to part B transition (20 U.S.C. § 1412 [a][9])**

   It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child’s third birthday.

10. **Private schools (20 U.S.C. § 1412 [a][10])**

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

11. **Local compliance assurances (20 U.S.C. § 1412 [a][11])**

    It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the 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 U.S.C. § 1412 [a][12])**

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

13. **Governance (20 U.S.C. § 1412 [a][13])**

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

14. **Personnel qualifications (20 U.S.C. § 1412 [a][14])**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and 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.

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16. **Participation in assessments (20 U.S.C. § 1412 [a][16])**

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

17. **Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

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

18. **Maintenance of effort (20 U.S.C. § 1412 [a][18])**
It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. **Public participation (20 U.S.C. § 1412 [a][19])**

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


   (Federal requirement for state educational agency only)

21. **State advisory panel (20 U.S.C. § 1412 [a][21])**

   (Federal requirement for state educational agency only)

22. **Suspension and expulsion (20 U.S.C. § 1412 [a][22])**

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

23. **Access to instructional materials (20 U.S.C. § 1412 [a][23])**

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

24. **Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])**

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

25. **Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])**

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

26. **Distribution of funds (20 U.S.C. § 1411 [e] and [f][1-3])**
(Federal requirement for state educational agency only)

27. **Data (20 U.S.C. § 1418 [a–d])**

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

28. **Charter schools (California Education Code 56207.5 [a–c])**

   It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.
Los Angeles County Charter SELPA/Celerity Rolas Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 5th day of February, 2017.

Yea: ___________ Nays: ___________

Signed: _______________, Board Secretary
Special Education Local Plan Area
Local Educational Agency Assurances

1. **Free appropriate public education (20 United States Code [U.S.C.] § 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 with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. **Full educational opportunity (20 U.S.C. § 1412 [a][2])**

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

3. **Child find (20 U.S.C. § 1412 [a][3])**

   It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities 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 has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. **Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

   It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). 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 U.S.C. § 1412 [a][5])**

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

6. **Procedural safeguards (20 U.S.C. § 1412 [a][6])**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. **Evaluation (20 U.S.C. § 1412 [a][7])**

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

8. **Confidentiality (20 U.S.C. § 1412 [a][8])**

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

9. **Part C to part B transition (20 U.S.C. § 1412 [a][9])**

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child’s third birthday.

10. **Private schools (20 U.S.C. § 1412 [a][10])**

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

11. **Local compliance assurances (20 U.S.C. § 1412 [a][11])**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the 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 U.S.C. § 1412 [a][12])**

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

13. **Governance (20 U.S.C. § 1412 [a][13])**

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

14. **Personnel qualifications (20 U.S.C. § 1412 [a][14])**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and 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 U.S.C. § 1412 [a][15])**

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

16. **Participation in assessments (20 U.S.C. § 1412 [a][16])**

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

17. **Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])**

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

18. **Maintenance of effort (20 U.S.C. § 1412 [a][18])**

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

19. **Public participation (20 U.S.C. § 1412 [a][19])**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.
20. Rule of construction (20 U.S.C. § 1412 [a][20])
(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412 [a][21])
(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])
The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEP’s will be revised.

23. Access to instructional materials (20 U.S.C. § 1412 [a][23])
It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])
It shall be the policy of this LEA to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities.

25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])
It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])
(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 [a–d])
It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Charter schools (California Education Code 56207.5 [a–c])
It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELP A) may not be treated differently from a similar request made by a school district.
In accordance with federal and state laws and regulations, the Intellectual Virtues Academy, A
Long Beach Public High School certifies that this plan has been adopted by the appropriate
local board(s) (district/county) and is the basis for the operation and administration of special
education programs, and that the agency herein represented will meet all applicable
requirements of state and federal laws, regulations, and state policies and procedures,
including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et
seq., and implementing regulations under 34 Code of Federal Regulations, Parts 300 and 303,
29 U.S.C. 794, 705 (20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and
the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of
the California Code of Regulations.

Be it further resolved, the LEA Founding Director 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 Founding Director ensures that policies and procedures covered by this
assurance statement are on file at the LEA and the SELPA offices, and are available to any
interested party.

Adopted this ___ day of July, 2016.

Yea: 6  Nay: 0

Signed: [Signature], Founding Director
SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1.  FREE APPROPRIATE PUBLIC EDUCATION 20 USC Section (§) 1412 (a)(1)

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

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

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

3.  CHILD FIND 20 USC § 1412 (a)(3)

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

4.  INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) 20 USC § 1412 (a)(4)

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

Alice Callaghan, CEO  July 16, 2012
5. LEAST RESTRICTIVE ENVIRONMENT 20 USC § 1412 (a)(5)

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

6. PROCEDURAL SAFEGUARDS 20 USC § 1412 (a)(6)

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

7. EVALUATION 20 USC § 1412 (a)(7)

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

8. CONFIDENTIALITY 20 USC § 1412 (a)(8)

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

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

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

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

11. **LOCAL COMPLIANCE ASSURANCES  20 USC § 1412 (a)(11)**

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

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

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

13. **GOVERNANCE  20 USC § 1412 (a)(13)**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.
14. PERSONNEL QUALIFICATIONS  20 USC § 1412 (a)(14)

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

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

15. PERFORMANCE GOALS & INDICATORS  20 USC § 1412 (a)(15)

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

16. PARTICIPATION IN ASSESSMENTS  20 USC § 1412 (a)(16)

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

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS  20 USC § 1412 (a)(17)

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

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

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.
19. PUBLIC PARTICIPATION  20 USC § 1412 (a)(19)
It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. RULE OF CONSTRUCTION  20 USC § 1412 (a)(20)
(Federal requirement for State Education Agency only)

21. STATE ADVISORY PANEL  20 USC § 1412 (a)(21)
(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION  (20 USC § 1412 (a)(22))
The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs will be revised.

23. ACCESS TO INSTRUCTIONAL MATERIALS  20 USC § 1412 (a)(23)
It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

24. OVERIDENTIFICATION AND DISPROPORTIONALITY  20 USC § 1412 (a)(24)
It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

25. PROHIBITION ON MANDATORY MEDICINE  20 USC § 1412 (a)(25)
It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.
26. DISTRIBUTION OF FUNDS  20 Usc § 1411(e),(f)(1-3)

(Federal requirement for State Education Agency only)

27. DATA  20 USC § 1418 a-d

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

28. READING LITERACY  (State Board requirement, 2/99)

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

29. CHARTER SCHOOLS  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.
In accordance with Federal and State laws and regulations, LACOE / Jardín de la Infancia (insert 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 USC 1400 et.seq, and implementing regulations under 34 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 LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

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

Adopted this ___ day of May, 2012.

Yeas: __5__ Nays: __0__

Signed: [Signature]

Title: CEO

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

6. **Procedural Safeguards** 20 USC § 1412 (a)(6)

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

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

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

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

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

9. **Part C, Transition** 20 USC § 1412 (a)(9)

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

10. **Private Schools** 20 USC § 1412 (a)(10)

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

LA's Promise Charter High School #1

(Charter LEA 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 1 day of June, 2017.

Yees: 3
Nays: 0

Signed:

Title: CEO/President

Charter CEO/Charter Governing Board Secretary (or use appropriate title)
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.

6. Procedural Safeguards 20 USC § 1412 (a)(6)

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

7. Evaluation 20 USC § 1412 (a)(7)

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

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

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


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 (SELPAs) 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.
In accordance with Federal and State laws and regulations, ___________ (Charter LEA 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 ___ day of __________, 2016.

Yees: ______  Nays: ______

Signed: ____________________________

Title: Co-Chair

Charter CEO/Charter Governing Board Secretary (or use appropriate title)
SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY ASSURANCES

10/7/2013

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 wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.
4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) 20 USC § 1412 (a)(4)

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

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

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

6. Procedural Safeguards 20 USC § 1412 (a)(6)

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

7. Evaluation 20 USC § 1412 (a)(7)

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.
8. Confidentiality  20 USC § 1412 (a)(8)

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


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 (SELPAs) 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  

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.

OCS Board Approved: 10/7/13

Signed:

[Signature]

Malak Kazan  
Board Secretary
In accordance with Federal and State laws and regulations,

Optimist Charter School

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 7 day of October 2013

Yea: 16 Nays: 0

Signed:

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

6957 North Figueroa Street  •  Post Office Box 41-1076  •  Los Angeles, California 90041-1076
Tel: (323) 443-3100  •  www.oyhfs.org  •  Fax: (323) 443-3262
Soledad Enrichment Action Charter School

Special Education Local Plan Area
Local Educational Agency Assurances

1. **Free appropriate public education (20 United States Code [U.S.C.] § 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 with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. **Full educational opportunity (20 U.S.C. § 1412 [a][2])**

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

3. **Child find (20 U.S.C. § 1412 [a][3])**

   It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities 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 has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. **Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])**

   It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). 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 U.S.C. § 1412 [a][5])**

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

6. **Procedural safeguards (20 U.S.C. § 1412 [a][6])**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. **Evaluation (20 U.S.C. § 1412 [a][7])**

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

8. **Confidentiality (20 U.S.C. § 1412 [a][8])**

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

9. **Part C to part B transition (20 U.S.C. § 1412 [a][9])**

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child’s third birthday.

10. **Private schools (20 U.S.C. § 1412 [a][10])**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.
11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the 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 U.S.C. § 1412 [a][12])

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

13. Governance (20 U.S.C. § 1412 [a][13])

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


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, and 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 U.S.C. § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.
16. Participation in assessments (20 U.S.C. § 1412[a][16])

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

17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412[a][17])

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

18. Maintenance of effort (20 U.S.C. § 1412[a][18])

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

19. Public participation (20 U.S.C. § 1412[a][19])

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

20. Rule of construction (20 U.S.C. § 1412[a][20])

(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412[a][21])

(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412[a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.
23. **Access to instructional materials (20 U.S.C. § 1412 [a][23])**

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

24. **Overidentification and disproportionality (20 U.S.C. § 1412 [a][24])**

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

25. **Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])**

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

26. **Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])**

   (Federal requirement for state educational agency only)

27. **Data (20 U.S.C. § 1418 [a–d])**

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

28. **Charter schools (California Education Code 56207.5 [a–c])**

   It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.
California Department of Education
Form SED-LP-5 (Revised 3/2016)

Soledad Enrichment Action Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 13 day of July, 2016.

Yees: 5 Nays: 0

Signed: [Signature], Superintendent
(Use appropriate titles)
APPENDIX B

Local Plan Approvals
Local Plan Approvals
(To be approved by District Boards of Education and Charter School Board of Directors as LEAs become SELPA members)

LEA Charter Members

Academia Avance Charter School
Celerity Achernar Charter School
Celerity Himalia Charter School
Celerity Rolas Charter School
Intellectual Virtues Academy, A Long Beach Public High School
Jardin de la Infancia
LA’s Promise Charter High School #1
LA’s Promise Charter Middle School #1
Optimist Charter School
Soledad Enrichment Action Charter School
Attached are the signatures for Local Plan approval from the following LEA’s:

Academia Avance
Celerity Achernar Charter School
Intellectual Virtues Academy, A Long Beach Public High School
Jardin de la Infancia
LA’s Promise Charter Middle School #1
Optimist Charter School
Soledad Enrichment Action Charter School
Westchester Secondary Charter School
California Department of Education  
SED-LP-5  
(Revised 1/07)

In accordance with Federal and State laws and regulations, Los Angeles County Special Education Local Plan Area (LAC SELPA) certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 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 LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

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

Adopted this   6th     day of    April,  2010.

Yeas:  6          Nays:  0

Signed:  [Signature], Interim Superintendent
In accordance with Federal and State laws and regulations, 

Academic Advances

(insert 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 USC 1400 et.seq., and implementing regulations under 34 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 LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

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

Adopted this 13th day of 07/08, 2016.

Yea: 5 Nays: 0

Signed:

Title: Superintendent, Secretary to the Board of Education (or use appropriate titles)
Los Angeles County Charter SELPA/Celerity Achernar Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 7th day of August, 2011.

Yea: 3  Nays: 0

Signed: [Signature], Superintendent
(Use appropriate titles)
Los Angeles County Charter SELPA/Celerity Himalia Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 5th day of February, 2017.

Yea: 4  Nays: _____

Signed: [Signature], Board Secretary
Los Angeles County Charter SELPA/Celerity Rolas Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this 5\textsuperscript{th} day of February, 2017.

Yea: 9 Nays: 0

Signed: [Signature], Board Secretary
In accordance with federal and state laws and regulations, the Intellectual Virtues Academy, A Long Beach Public High School certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and implementing regulations under 34 Code of Federal Regulations, Parts 300 and 303, 29 U.S.C. 794, 705 (20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the LEA Founding Director 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 Founding Director ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this ___ day of July, 2016.

Yea: 6  Nays: 0

Signed: [Signature], Founding Director
In accordance with Federal and State laws and regulations, 

LACOE / Jardín de la Infancia

(Insert 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 USC 1400 
et.seq, and implementing regulations under 34 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 LEA superintendent shall administer the local implementation 
of procedures, in accordance with state and federal laws, rules, and regulations, which 
will ensure full compliance.

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

Adopted this 8 day of May 2012.

Yews: 5    Nays: 0

Signed: "Olive Gallagher"

Title: CEO

Superintendent, Secretary to the Board of Education (or use appropriate titles)
In accordance with Federal and State laws and regulations, 

LA's Promise Charter High School #1 

(Charter LEA 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 ___ day of June 2017.

Yea: ____ Nays: ____

Signed: ☐

Title: ☐ CEO/President 

Charter CEO/Charter Governing Board Secretary (or use appropriate title)
In accordance with Federal and State laws and regulations, LA's Promise Charter Middle School [Charter LEA 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 5 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 [4th] day of June, 2016.

Yea: 1  Nays: 0

Signed: _____________________________

Title: [Co-Chair]  
Charter CEO/Charter Governing Board Secretary (or use appropriate title)
In accordance with Federal and State laws and regulations,

Optimist Charter School

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 7 day of October 2013

Yea:  16  Nays:  0

Signed:  [Signature]

Title:  Charter Board Secretary

Superintendent, Secretary to the Board of Education (or use appropriate titles)
California Department of Education
Form SED-LP-5 (Revised 3/2016)

Soledad Enrichment Action Charter School

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

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

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this ___ day of July, 2016.

Yeas: 5  Nays: 0

Signed: ______________________, Superintendent
(Use appropriate titles)
APPENDIX C

Participation Agreement
APPENDIX C

Participation Agreement
(To be approved by District Boards of Education and Charter School Board of Directors as LEAs become SELPA members)

LEA Charter Members

Academia Avance Charter School  
Celerity Achernar Charter School  
Celerity Himalia Charter School  
Celerity Rolas Charter School  
Intellectual Virtues Academy, A Long Beach Public High School  
Jardin de la Infancia  
LA’s Promise Charter High School #1  
LA’s Promise Charter Middle School #1  
Optimist Charter School  
Soledad Enrichment Action Charter School
Academia Avance
CONTRACT NO. C-15101:14:19

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
LOS ANGELES COUNTY SPECIAL EDUCATION
LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN
FOR
IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN
FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC "Charter" Special Education Local Plan Area (SELPA), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act [ADA], and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELPA) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school's governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. TERM AND TERMINATION

This Contract is effective July 1, 2014 and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. PURPOSE OF CONTRACT

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

4.1 LACOE – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 CDE – California Department of Education

4.3 LEA – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and
all of its officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere
disabilities; e) supplemental aids and services to meet individual needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 Local Plan – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1.1, for locations).

4.13 Full Continuum of Program Options – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible
for receiving and distributing specialized funds in accordance with the needs identified by the SELPA. Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors' Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE's Controller's Office, Clark Building, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required
federal, state, and local reports, and related accounting services.

3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all
interagency contracts and/or contracts, such as contracts with California Children’s Services, Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools
7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA’s Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities; provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.
9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.

10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 "any automobile" with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the
extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to this Contract. This provision shall only apply to disputes between parties to this Contract and third parties, and shall not apply to disputes involving only parties to this Contract. This provision shall not be limited to the availability or collectability of insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or claim against one or more other parties to this Contract to enforce any provision of this Contract or to resolve any dispute arising under or connected to this Contract, each party to such action shall bear its own attorney’s fees and costs arising from such action and any judgment or decree rendered in such a proceeding shall not include an award thereof. This provision shall only apply to disputes between parties to this Contract, and shall not apply to disputes between parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the LEA and made available during the entire term of this Contract and for a period not less than five (5) years after final payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15:** LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes
- **November 25:** LEA shall submit written proposals for changes for discussion
- **December 23:** Amendment with agreed-upon changes shall be distributed to all LEAs for approval
- **January 15:** Amendment shall be approved by the Executive Directors’ Council
- **February 1:** Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and
regulations. This Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3515.1, which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and effect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By
Deborah C. Harris
Assistant Director
Administrative Services
Controller’s Office

Date 1/29/15

Im 6-13
Board N/A

ACADEMIA AVANCE
CHARTER SCHOOL

By
Signed
Typed or Printed Name

Title
Date 2/1-1/26

Indicate Federal Tax I.D. Number
20-3082187
Attachment No. 1

LAC "Charter" SELPA Members

1. Academia Avance Charter School
2. Aveson Global Leadership Academy
3. Aveson School of Leaders
4. Celerity Sirius Charter School
5. Odyssey Charter School
6. Wisdom Academy for Young Scientists
7. Jardin de la Infancia
8. Westchester Secondary Charter School
9. Optimist Charter School
10. Celerity Exa Charter School
Celerity Achernar Charter School
CONTRACT NO. C-16706:16:21

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
LOS ANGELES COUNTY CHARTER SPECIAL EDUCATION LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN FOR IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC "Charter" Special Education Local Plan Area (SELP A), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELP A) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school's governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. TERM AND TERMINATION

This Contract is effective July 1, 2016 and shall remain in effect through June 30, 2021. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. PURPOSE OF CONTRACT

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

4.1 LACOE – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 CDE – California Department of Education

4.3 LEA – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and all of its
officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere disabilities; e) supplemental aids and services to meet individual
needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 *Local Plan* – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 *Full Continuum of Program Options* – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible for receiving and distributing specialized funds in accordance with the needs identified by the SELPA.
Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors’ Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE’s Controller’s Office, ECW, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required federal, state, and local reports, and related accounting services.
3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all interagency contracts and/or contracts, such as contracts with California Children’s Services,
Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools

7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within
the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA's Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency’s regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.

9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.
10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA], the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage “occurrence” form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 “any automobile” with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one
or more parties to this Contract. This provision shall only apply to
disputes between parties to this Contract and third parties, and shall
not apply to disputes involving only parties to this Contract. This
provision shall not be limited to the availability or collectability of
insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or
claim against one or more other parties to this Contract to enforce
any provision of this Contract or to resolve any dispute arising under
or connected to this Contract, each party to such action shall bear
its own attorney's fees and costs arising from such action and any
judgment or decree rendered in such a proceeding shall not include
an award thereof. This provision shall only apply to disputes between
parties to this Contract, and shall not apply to disputes between
parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an
independent contractor and not an officer, employee or agent of
LACOE. The LEA shall not at any time or in any manner represent
that it or any of its officers, employees, or agents are employees of
LACOE.

While performing its obligations under this Contract, LACOE is an
independent contractor and not an officer, employee or agent of the
LEA. LACOE shall not at any time or in any manner represent that
it or any of its officers, employees, or agents are employees of the
LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the
right to examine, audit, excerpt, copy or transcribe any pertinent
records pertaining to this Contract. All records shall be kept and
maintained by the LEA and made available during the entire term of
this Contract and for a period not less than five (5) years after final
payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply
with all Federal, state and local laws respecting non-discrimination
in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-
741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15**: LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes
- **November 25**: LEA shall submit written proposals for changes for discussion
- **December 23**: Amendment with agreed-upon changes shall be distributed to all LEAs for approval
- **January 15**: Amendment shall be approved by the Executive Directors' Council
- **February 1**: Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and regulations. This
Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA’s employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1, which states: “It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995.”
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By: [Signature]
Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

Date: 12/12/16
Im 9-6
Board 9/12/16

CELERITY EDUCATIONAL GROUP

By: [Signature]
Celesta E. Deter
Title: National VP of Pupil Services

Date: 12/8/2016
Indicate Federal Tax I.D. Number

20-1782192
Attachment No. 1

LAC "Charter" SELPA Members

1. Academia Avance Charter School
2. Jardin de la Infancia
3. Westchester Secondary Charter School
4. Optimist Charter School
5. Intellectual Virtues Academy
6. LA's Promise Middle School #1
7. Soledad Enrichment Action Charter School
8. Celerity Educational Group dba Celerity Achernar Charter School
Celerity Himalia Charter School
Celerity Rolas
Charter School
Intellectual Virtues Academy,
A Long Beach Public High School
CONTRACT NO. C-16709:16:19

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
LOS ANGELES COUNTY CHARTER SPECIAL EDUCATION
LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN
FOR
IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN
FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC “Charter” Special Education Local Plan Area (SELPA), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act [ADA], and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELPA) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school’s governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. **TERM AND TERMINATION**

This Contract is effective July 1, 2016 and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. **PURPOSE OF CONTRACT**

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. **DEFINITIONS**

For the purposes of this Contract, the following definitions shall apply:

4.1 *LACOE* – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 *CDE* – California Department of Education

4.3 *LEA* – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and all of its
officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere disabilities; e) supplemental aids and services to meet individual
needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 *Local Plan.* The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 *Full Continuum of Program Options.* Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible for receiving and distributing specialized funds in accordance with the needs identified by the SELPA.
Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors' Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE’s Controller’s Office, ECW, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required federal, state, and local reports, and related accounting services.
3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all interagency contracts and/or contracts, such as contracts with California Children’s Services,
Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools

7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within
the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA's Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency’s regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.

9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.
10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage “occurrence” form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 “any automobile” with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one
or more parties to this Contract. This provision shall only apply to
disputes between parties to this Contract and third parties, and shall
not apply to disputes involving only parties to this Contract. This
provision shall not be limited to the availability or collectability of
insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or
claim against one or more other parties to this Contract to enforce
any provision of this Contract or to resolve any dispute arising under
or connected to this Contract, each party to such action shall bear
its own attorney’s fees and costs arising from such action and any
judgment or decree rendered in such a proceeding shall not include
an award thereof. This provision shall only apply to disputes between
parties to this Contract, and shall not apply to disputes between
parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an
independent contractor and not an officer, employee or agent of
LACOE. The LEA shall not at any time or in any manner represent
that it or any of its officers, employees, or agents are employees of
LACOE.

While performing its obligations under this Contract, LACOE is an
independent contractor and not an officer, employee or agent of the
LEA. LACOE shall not at any time or in any manner represent that
it or any of its officers, employees, or agents are employees of the
LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the
right to examine, audit, excerpt, copy or transcribe any pertinent
records pertaining to this Contract. All records shall be kept and
maintained by the LEA and made available during the entire term of
this Contract and for a period not less than five (5) years after final
payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply
with all Federal, state and local laws respecting non-discrimination
in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-
741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15:** LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes
- **November 25:** LEA shall submit written proposals for changes for discussion
- **December 23:** Amendment with agreed-upon changes shall be distributed to all LEAs for approval
- **January 15:** Amendment shall be approved by the Executive Directors’ Council
- **February 1:** Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and regulations. This
Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA's employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1, which states: "It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995."
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By ____________________________
Deborah C. Harris
Assistant Director
Administrative Services Controller’s Office

Date 12/9/16

INTELLECTUAL VIRTUES
ACADEMY

By ____________________________
James Mlchez
Typed or Printed Name

Title Founding Director

Date 12-8-16

Indicate Federal Tax I.D. Number

36-4819150
Attachment No. 1

LAC “Charter” SELPA Members

1. Academia Avance Charter School
2. Jardin de la Infancia
3. Westchester Secondary Charter School
4. Optimist Charter School
5. Intellectual Virtues Academy
6. LA’s Promise Middle School #1
7. Soledad Enrichment Action Charter School
8. Celerity Educational Group dba Celerity Achernar Charter School
Jardin de la Infancia
Charter School
合约编号: C-15106:14:19

双方：

洛杉矶县教育局（以下简称为“LACOE”）

洛杉矶县特殊教育本地计划区域

参与一个全功能区县本地计划

实施和本地计划的运营

为特殊教育

洛杉矶县教育局，一个公共服务教育机构，位于9300帝国高速路，Downey, California 90242-2890，以下简称“LACOE”，以及那些获得本地教育机构批准用于特殊教育目的的特许学校，以下简称“SELPA”，共同同意该合约条款。参加的特许学校在附件No. 1中指定，并作为附件的组成部分。

1. 前提条件：

1.1 此合约是根据《教育法》第30部分第56000节及其后续条款（包括但不限于第56205节）的规定，以及《残疾人教育法》（IDEA）、《美国人与残疾人法案》（ADA）和《1993年永久性法律》第93-112节的规定，以及必须遵守的规定，实现了合同的条款。洛杉矶县教育局和洛杉矶县特许学校管理委员会已批准了该合约，并已通过授权代表的方式执行该合约。

1.2 每个本地教育机构（LEA）特许学校管理委员会已表示同意参与本地计划，并已批准此合约，并已通过授权代表的方式执行该合约。

1.3 《教育法》第56195节要求每个学校辖区和一个县办公室，必须联合起来形成一个特殊教育本地计划区域（SELPA），为有特殊需要的个体提供特殊教育计划和相关服务。

1.4 每个本地教育机构特许学校管理委员会已批准本地计划并提交了该计划。
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. TERM AND TERMINATION

This Contract is effective July 1, 2014 and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. PURPOSE OF CONTRACT

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

4.1 LACOE – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 CDE – California Department of Education

4.3 LEA – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and
all of its officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere
disabilities; e) supplemental aids and services to meet individual needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 Local Plan – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 Full Continuum of Program Options – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs; program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible
for receiving and distributing specialized funds in accordance with the needs identified by the SELPA. Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors' Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE's Controller's Office, Clark Building, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required
federal, state, and local reports, and related accounting services.

3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all
interagency contracts and/or contracts, such as contracts with California Children's Services, Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools
7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA’s Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities; provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency’s regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.
9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.

10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 "any automobile" with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the
extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to this Contract. This provision shall only apply to disputes between parties to this Contract and third parties, and shall not apply to disputes involving only parties to this Contract. This provision shall not be limited to the availability or collectability of insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or claim against one or more other parties to this Contract to enforce any provision of this Contract or to resolve any dispute arising under or connected to this Contract, each party to such action shall bear its own attorney's fees and costs arising from such action and any judgment or decree rendered in such a proceeding shall not include an award thereof. This provision shall only apply to disputes between parties to this Contract, and shall not apply to disputes between parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the LEA and made available during the entire term of this Contract and for a period not less than five (5) years after final payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15:** LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes

- **November 25:** LEA shall submit written proposals for changes for discussion

- **December 23:** Amendment with agreed-upon changes shall be distributed to all LEAs for approval

- **January 15:** Amendment shall be approved by the Executive Directors’ Council

- **February 1:** Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and
regulations. This Contract shall remain in force until
the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall
be resolved by following the dispute resolution process designated in
the SELPA Local Plan. Unless mutually agreed to by both parties in
writing, the Local Plan procedure in no way alters the timeframe for
termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal,
unenforceable, or invalid, such provision shall in no way
affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be
deemed, or shall constitute, a waiver of any other
 provision, whether or not similar, nor shall any such
waiver constitute a continuing or subsequent waiver of the
same provision. No waiver shall be binding unless
executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or
indirectly, by operation of law or otherwise, assign, transfer or
encumber this Contract or any portion hereof of any interest
herein, in whole or in part, without the prior written consent of the
other party(ies). If consent is not given by the other party(ies) to
assign, transfer, or encumber this Contract, such action shall be
deemed automatically void. In addition, no party shall subcontract
the work to be performed pursuant to this Contract without prior
written approval of the other party(ies). The names and
qualifications of subcontractors or others whom either party
intends to employ, other than those identified, shall be submitted
to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents
incorporated herein or made applicable by reference, contains the
complete and final understanding of the parties' rights, duties and
obligations with respect to the transaction discussed in the
Contract and supersedes all prior Contracts, understandings and
commitments, whether oral or written. This Contract shall not be
amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA’s employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1, which states: “It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995.”
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By ____________________________
Deborah C. Harris
Assistant Director

Administrative Services
Controller’s Office

Date 9/11/2014

Im 6-13
Board N/A

JARDIN DE LA INFANCIA

By ____________________________
Lizy Chavez
Title Director

Date 9/9/14

Indicate Federal Tax I.D. Number

73-1709089
LAC “Charter” SELPA Members

1. Academia Avance Charter School
2. Aveson Global Leadership Academy
3. Aveson School of Leaders
4. Celerity Sirius Charter School
5. Odyssey Charter School
6. Wisdom Academy for Young Scientists
7. Jardín de la Infancia
8. Westchester Secondary Charter School
9. Optimist Charter School
10. Celerity Exa Charter School
LA’s Promise
High School #1
LA’s Promise
Middle School #1
CONTRACT NO. C-16708:16:21

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
LOS ANGELES COUNTY CHARTER SPECIAL EDUCATION
LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN
FOR
IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN
FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC “Charter” Special Education Local Plan Area (SELP), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELP) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school’s governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. TERM AND TERMINATION

This Contract is effective July 1, 2016 and shall remain in effect through June 30, 2021. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. PURPOSE OF CONTRACT

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. DEFINITIONS

For the purposes of this Contract, the following definitions shall apply:

4.1 LACOE – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 CDE – California Department of Education

4.3 LEA – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and all of its
officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere disabilities; e) supplemental aids and services to meet individual
needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 Local Plan – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 Full Continuum of Program Options – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible for receiving and distributing specialized funds in accordance with the needs identified by the SELPA.
Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors’ Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE’s Controller’s Office, ECW, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required federal, state, and local reports, and related accounting services.

Los Angeles County Office of Education

C-16708:16:21
LA’s Promise Middle School #1
3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all interagency contracts and/or contracts, such as contracts with California Children’s Services,
Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools

7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within
the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA's Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities; provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.

9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.
10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage “occurrence” form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 “any automobile” with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one
or more parties to this Contract. This provision shall only apply to disputes between parties to this Contract and third parties, and shall not apply to disputes involving only parties to this Contract. This provision shall not be limited to the availability or collectability of insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or claim against one or more other parties to this Contract to enforce any provision of this Contract or to resolve any dispute arising under or connected to this Contract, each party to such action shall bear its own attorney’s fees and costs arising from such action and any judgment or decree rendered in such a proceeding shall not include an award thereof. This provision shall only apply to disputes between parties to this Contract, and shall not apply to disputes between parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the LEA and made available during the entire term of this Contract and for a period not less than five (5) years after final payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-
741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15**: LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes

- **November 25**: LEA shall submit written proposals for changes for discussion

- **December 23**: Amendment with agreed-upon changes shall be distributed to all LEAs for approval

- **January 15**: Amendment shall be approved by the Executive Directors’ Council

- **February 1**: Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and regulations. This
Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA’s employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1, which states: “It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995.”
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By
Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

Date 10/8/16

Im 9-6
Board 9/12/16

LA'S PROMISE MIDDLE SCHOOL #1

By

Typed or Printed Name

Title Chief Operating Office

Date Oct-14-2016

Indicate Federal Tax I.D. Number

20-4562686
Attachment No. 1

LAC "Charter" SELPA Members

1. Academia Avance Charter School
2. Jardin de la Infancia
3. Westchester Secondary Charter School
4. Optimist Charter School
5. Intellectual Virtues Academy
6. LA's Promise Middle School #1
7. Soledad Enrichment Action Charter School
8. Celerity Educational Group dba Celerity Achernar Charter School
Optimist
Charter School
CONTRACT NO. C-15108:14:19

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION

AND

LOS ANGELES COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN
FOR
IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN
FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC "Charter" Special Education Local Plan Area (SELPA), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act [ADA], and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELPA) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school's governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. **TERM AND TERMINATION**

This Contract is effective July 1, 2014 and shall remain in effect through June 30, 2019. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. **PURPOSE OF CONTRACT**

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. **DEFINITIONS**

For the purposes of this Contract, the following definitions shall apply:

4.1 *LACOE* – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 *CDE* – California Department of Education

4.3 *LEA* – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and
all of its officers, agents, employees, representatives, volunteers and subcontractors.

4.4 Operating LEA – The LEA and/or LACOE within the SELPA conducting special education programs and classes for individuals with exceptional needs.

4.5 Providing LEA – Any LEA and/or LACOE within the SELPA, except the Operating Agency, which provides classrooms and/or other facilities or equipment for the conduct of the programs and classes as specified herein.

4.6 Provider Program – The LEA or LACOE which provides special education services to students from multiple districts.

4.7 Charter School as LEA – A charter school that is deemed an LEA for purposes of compliance and funding in accordance with Education Code 47641 et. seq., shall be considered the district of residence for enrolled students. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

4.8 District of Attendance – The District where pupils attend classes conducted by District, but do not reside within District.

4.9 Governance Body – The governing body of the SELPA is comprised of the executive directors, and State Board approved Charter Schools as specified in the Local Plan of the LEA participating in the Local Plan. This body may be referenced as the Executive Directors Council, Directors’ Council, Community Advisory Council, Governance Council, or other such reference as determined at the discretion of the SELPA and as noted in the Local Plan for the SELPA.

4.10 SELPA Director – Provides leadership and support as required for coordination and administrative services between LEA, the Governance Body and LACOE. SELPA Directors do not have program authority or responsibility except as expressly delegated by those duly authorized by law, regulation or policy as defined in 56205 (b) (1) or as agreed to by the Governance Council.

4.11 Annual Budget Plan – Plan included in the Local Plan containing expected expenditures for items including but not limited to: a) computation of apportionments, in accordance with laws and regulations; b) administrative costs of the plan; c) special education services to students with severe disabilities and low incidence disabilities; d) special education services to pupils with nonsevere
disabilities; e) supplemental aids and services to meet individual needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 **Local Plan** – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 **Full Continuum of Program Options** – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible
for receiving and distributing specialized funds in accordance with the needs identified by the SELPA. Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors’ Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE’s Controller’s Office, Clark Building, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required
federal, state, and local reports, and related accounting services.

3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all
interagency contracts and/or contracts, such as contracts with California Children’s Services, Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools
7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA's Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities; provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.
9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.

10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 "any automobile" with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the
extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one or more parties to this Contract. This provision shall only apply to disputes between parties to this Contract and third parties, and shall not apply to disputes involving only parties to this Contract. This provision shall not be limited to the availability or collectability of insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or claim against one or more other parties to this Contract to enforce any provision of this Contract or to resolve any dispute arising under or connected to this Contract, each party to such action shall bear its own attorney's fees and costs arising from such action and any judgment or decree rendered in such a proceeding shall not include an award thereof. This provision shall only apply to disputes between parties to this Contract, and shall not apply to disputes between parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the LEA and made available during the entire term of this Contract and for a period not less than five (5) years after final payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

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regulations. This Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

10.12.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Contract.

10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

10.14 Integration

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
such an amendment, signed and acknowledged by all of the parties hereto.

10.15 Governing Law/Forum Selection

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

10.16 Notices

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Administrative Services Manager
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 153,
Downey, CA 90242-2890

LEA:

Mailing Address is the LEA Business Office

10.17 Employee Fingerprinting

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when LACOE determines that the LEA’s employees and/or employees of subcontractors will have more than limited contact with LACOE pupils in the performance of the work of the Contract.

10.18 Tobacco-Free Workplace

All parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3515.1, which states: “It is the intention of the office to provide a smoke-free workplace within all buildings owned or leased by the office commencing June 30, 1995.”
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education’s Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and affect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By
Deborah C. Harris
Assistant Director
Administrative Services
Controller's Office

Date
1/3/15

Im 6-13
Board N/A

OPTIMIST CHARTER SCHOOL

By
[Signature]
Typed or Printed Name

Title
Executive Director

Date
1/12/15

Indicate Federal Tax I.D. Number

95-164-3340

Los Angeles County
Office of Education

C-15108:14:19
Optimist Charter School
Attachment No. 1

LAC “Charter” SELPA Members

1. Academia Avance Charter School
2. Aveson Global Leadership Academy
3. Aveson School of Leaders
4. Celerity Sirius Charter School
5. Odyssey Charter School
6. Wisdom Academy for Young Scientists
7. Jardin de la Infancia
8. Westchester Secondary Charter School
9. Optimist Charter School
10. Celerity Exa Charter School
Soledad Enrichment Action Charter School
CONTRACT NO. C-16707:16:21

BETWEEN

LOS ANGELES COUNTY OFFICE OF EDUCATION

AND

LOS ANGELES COUNTY CHARTER SPECIAL EDUCATION
LOCAL PLAN AREA

PARTICIPATION IN A FULL-SERVICE DISTRICT-COUNTY-LOCAL PLAN
FOR
IMPLEMENTATION AND OPERATION OF THE LOCAL PLAN
FOR SPECIAL EDUCATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and those charter schools approved as local education agencies for special education purposes which comprise the Los Angeles County LAC “Charter” Special Education Local Plan Area (SELPA), hereinafter referred to as SELPA, agree to the terms of this Contract as specified below. The participating Charter Schools are indicated in Attachment No. 1, attached hereto and made a part hereof.

1. PREMISES:

1.1 This Contract is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.), concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act [ADA], and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto.

1.2 Each local education agency (LEA) charter school governing board and the Los Angeles County Board of Education have stated their intent to participate in the Local Plan, have approved this Contract in accordance with Education Code Section 56205, and have authorized execution of this Contract by an authorized agent.

1.3 Education Code Section 56195 requires each school district and a county office electing to join together to form a Special Education Local Plan Area (SELPA) to provide special education programs and services for individuals with exceptional needs to enter into written contracts.

1.4 Local education agency charter school’s governing board has approved the Local Plan to be submitted.
1.5 This Contract is written in furtherance of, and in accordance with said Local Plan.

2. **TERM AND TERMINATION**

This Contract is effective July 1, 2016 and shall remain in effect through June 30, 2021. The Contract may be amended by mutual written consent of the parties. The Contract may also be amended, if required, to reflect any changes in law applicable to special education programs operated hereunder, changes in financial arrangements, and other such items. The Contract may be terminated by either party, without cause, by giving one year and a day prior written notice to the other party.

3. **PURPOSE OF CONTRACT**

3.1 This Contract governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who are enrolled in the LEAs, and in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026.

3.2 This Contract establishes the vehicle for the education of individuals with exceptional needs who enroll within the SELPA in programs and classes conducted by the LEA Charter Schools /LACOE without any additional attendance contracts.

3.3 This Contract defines the duties and responsibilities of the SELPA, charter schools and LACOE for all program activities as specified in Education Code 56195.1(c)(1).

3.4 This Contract designates LACOE as the Administrative Unit for the purposes of receipt and distribution of special funds, providing administrative support, and coordinating the various functions and activities specified in the Local Plan.

4. **DEFINITIONS**

For the purposes of this Contract, the following definitions shall apply:

4.1 *LACOE* – As used herein, includes the Los Angeles County Office of Education, its governing bodies, the individuals thereof, and all its officers, agents, employees, representatives and volunteers.

4.2 *CDE* – California Department of Education

4.3 *LEA* – Local Education Agency as used here includes and each charter school that is deemed a local education agency pursuant to section 47641.5, its governing bodies, the individuals thereof, and all of its
needs of students in regular education classrooms and environments; f) regionalized operations and services and the direct instructional support of program specialists; g) the use of property tax allocations; and h) support and transportation services. The Annual Budget Plan shall be adopted at a public hearing performed by the Executive Directors Council for final approval. Revisions shall be approved through the SELPA policymaking process. This definition applies to any alternatives to the Local Plan authorized by statute, such as a policy and procedures manual.

4.12 **Local Plan** – The Special Education Local Plan developed by and for each SELPA for the provision of special education programs and services. Pursuant to law, the Local Plan includes the following information: provision of governance structure and administrative support to implement the Plan; establishment of system to determine participating agency responsibilities; designation of Administrative Unit and assignment of administrative responsibilities; compliance assurances; description of services; description of Local Plan governance and administration; responsibilities of each participating agency; copies of related joint powers agreements and/or contracts; annual budget plan; verification of community advisory committee review; description of identification, referral, assessment, instructional planning, implementation, and review; description of referral or request for services process; description of oversight process for nonpublic nonsectarian placements, including educational progress evaluations; demonstration that policies, procedures, and programs are in effect and consistent with state laws, regulations, and policies on statutorily prescribed matters; description of specialized equipment and services distribution; and description of the process for transfer of educational programs and services. The Local Plan may be reviewed upon request (see below, Provision 5.1.1, for locations).

4.13 **Full Continuum of Program Options** – Pursuant to law, options including but not limited to: regular education programs; resource specialist programs; designated instruction and services; special classes and centers, as applicable; nonpublic, nonsectarian schools when no appropriate public educational program is available; state special schools; specially designed instruction in settings other than classrooms; instruction using telecommunications; and instruction in the home, hospitals, and other institutions as required by federal law or regulation.

5. DESCRIPTION OF THE SELPA GOVERNANCE AND ADMINISTRATIVE STRUCTURE

5.0 SELPA Governance

5.1.1 A detailed description of the governance and administrative structure for the SELPA is included in the Local Plan. Copies of the Local Plan are maintained at the SELPA office, and the LEA. A copy may be obtained through the SELPA office. This detailed description includes responsibilities of LEA governing boards; the Los Angeles County Board of Education; executive directors of LEAs, program administrators of special education; and defines the role of the Governance Body.

5.1.2 Role of SELPA Director

LACOE shall employ the SELPA Director & SELPA Office staff to facilitate implementation of the approved Local Plan and communications between the interested parties to this contract. Please refer to the approved Local Plan section regarding governance for greater detail as approved by the Governing Body of the SELPA, additional SELPA support staff may be employed to provide targeted support to the SELPA via member LEA.

5.1.3 Selection of SELPA Director

The Governance Council shall have the authority to select the SELPA Director for an approval list of eligible candidates as developed by LACOE.

5.2 LACOE Administrative Unit Functions

5.2.1 The following provisions apply to the administrative operations of the Los Angeles County SELPA and all entities participating in the SELPA pursuant to this Contract.

5.2.2 Responsibilities of LACOE: The Governance Body of the SELPA has agreed that LACOE, as the Administrative Unit, shall provide the participating LEAs with the following services:

5.2.2.1 Receipt and Distribution of Specialized Funds

In accordance with the provisions of Education Code Section 56195.1 (c) (2), LACOE is responsible for receiving and distributing specialized funds in accordance with the needs identified by the SELPA.
Specialized funds may include, but are not limited to, the following: regionalized services, program specialist and low incidence.

Routine allocations of specialized funds, approved as ongoing allocations by the Executive Directors' Council, may be authorized by the SELPA Director in accordance with the Local Plan and/or annual authorization by this Governance Body therein.

Special allocations of specialized funds require documentary substantiation in accordance with the Local Plan. The Funds Requested Form is to be completed by the LEAs, and includes, but is not limited to:

- Signature of LEAs Authorized Agent and date
- Type of funds requested and account number
- LEAs name
- Date of request and fiscal year

The LEAs must attach a copy of the invoice or a copy of the minutes approving the expenditure to the Funds Requested form, and submit the original and two (2) copies of the form to the SELPA Director with the attachment for approval and completion. The SELPA Director shall sign and date the form.

The SELPA Director then submits the original and one copy of the completed form, and a copy of the invoice or minutes of the SELPA Governance Body to LACOE's Controller's Office, ECW, Room 136. It is understood that the Governance Body may assign specific contracts, grants and/or hiring authorization for additional SELPA staff to a member LEA.

5.2.2.2 Coordination Responsibilities

1) The SELPA Office shall conduct the public hearing for adoption of the annual budget plan as required by Education Code Section 56205 (b) (1).

2) The SELPA Office and LACOE are responsible for coordinating the preparation of all required federal, state, and local reports, and related accounting services.
3) The SELPA may develop and maintain a SELPA website for purposes of providing coordination and information to charters and the community. The website may be developed via a LEA or outside contract.

5.2.2.3 Annual Budget and Service Delivery Plans

1) The Annual Budget and Service Delivery Plans shall be based on Education Code Section 56205 (b)(1) annual budget and 56205 (b)(2). The plans shall be developed using forms approved and distributed by the California Department of Education.

5.2.2.4 Condition of Regionalized Services

Education Code Section 56836.23 provides that as a condition of receiving funds for regionalized services, the SELPA, shall assure that all functions listed below are performed in accordance with the governance structure of the SELPA.

1) Data Collection and Special Education Management Information System

A special education management information system shall be implemented based on a plan approved by the Governance Council. The SELPA office shall be responsible for implementation and monitoring of compliance with data collection required by the California Department of Education.

2) Program Specialist Services

The Local Plan – Funding Allocation Plan shall describe the process for the allocation of program specialist funds by describing which services will be provided pursuant to Education Code sections 56368 and 56836.23.

3) Interagency Contracts

The SELPA is responsible for coordinating the development and administration of all interagency contracts and/or contracts, such as contracts with California Children's Services,
Regional Centers, Mental Health, Department of Public Social Services, and Vocational Rehabilitation contracts. The SELPA is also responsible for coordinating the development and administration of required inter-SELPA attendance contracts.

In the event that there is a dispute as to the respective responsibilities of the participating agencies to this contract, the Dispute Resolution procedures in Section 11.11 shall be used to resolve the issue(s).

5.2.2.5 Allocation and Distribution of Low Incidence Funds

The Local Plan shall describe the process for the allocation and distribution of Low Incidence Funds. LACOE shall distribute Low Incidence Funds annually to participating LEAs in the SELPA as directed by the Governance Body.

6. INITIAL IDENTIFICATION, SCREENING, REFERRAL, ASSESSMENT, INSTRUCTIONAL PLANNING, IMPLEMENTATION, AND REVIEW

A detailed description of the coordinated identification, screening, referral, assessment, instructional planning, implementation, and review system to be maintained in the SELPA is included in the Local Plan. The systems and procedures identified in the Local Plan meet all applicable requirements of State and Federal law. The SELPA may also provide a procedural manual to assist districts in this process.

7. PROGRAM OPERATIONS

The following provisions apply to the program operations for the SELPA pursuant to this Contract.

7.1 Description of Special Education Programs Options and Classes to be provided.

The SELPA shall ensure that a full continuum of program options, pursuant to California Education Code Section 56365, is available to meet the needs of individuals with exceptional needs as specified in the Local Plan.

7.1.1 Charter Schools

7.1.1.1 Consistent with applicable law and regulations, a charter school will operate as a public school within
the chartering authority (the agency which granted the charter) unless the charter school meets all criteria and is approved by the Governance Council as an LEA for purposes of providing special education in accordance with the SELPA's Local Plan and policies.

7.2 Maintenance of Local Effort

Pursuant to the provisions of Education Code Section 56841(b), LEAs shall maintain a fiscal effort with respect to each pupil participating in special education programs, which is no less than the fiscal effort of the LEAs per elementary, intermediate, or secondary pupil not participating in special education programs.

7.3 Curriculum Development, Staff Development, Evaluation, and Other Services

The SELPA shall develop a plan for providing curriculum and staff development and program evaluation.

Nonpublic schools are the responsibility of each operating LEA. The SELPA may develop a common plan for addressing nonpublic school and agency issues as determined by the SELPA Governance Body.

7.4 Responsibilities of LEAs

Responsibilities of SELPA Participating LEA: participating LEA shall work collaboratively to achieve the objectives of the Local Plan and to comply with the provisions of this Contract. These responsibilities include, but are not limited to, the following: follow request for services process; facilitate processing of this contract; provide necessary facilities; provide invoices in a timely manner in accordance with this contract; abide by the decisions of the Governing Body/SELPA; and ensure implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.

7.5 Responsibilities of the Governance Body

The responsibilities of the Governance Body include, but are not limited to, the following: to facilitate processing of this contract; timely completion of responsibilities; and ensuring implementation of this contract and the Local Plan. Please refer to the approved Local Plan for greater detail.
7.6 Information Sharing Agreements

LACOE and the LEAs shall share educational records in a timely manner, in accordance with applicable laws, to ensure the continuing educational programs and services of students.

In addition, the SELPA shall enter into interagency agreements on behalf of the SELPA, in accordance with applicable laws, to facilitate service provision to students. See Section 5.2.4.5), and the approved Local Plan for greater detail.

8. LACOE PROGRAM AND TRANSPORTATION OPERATIONS

8.1 LACOE Operated Special Education Program and Classes

8.1.1 LACOE may provide special education program services performed for individuals with exceptional needs as designated by the SELPA in accordance with the requirements of Education Code Section 56300 et seq., and who are eligible for special education as defined in Education Code Section 56026. The SELPA shall assist in the coordination of these services to assure compliance and final processing of requests. The SELPA may also assist a LEA in processing requests for services by allocating additional support via LACOE and/or SELPA staff.

8.1.2 Requests for services shall be submitted by the LEAs and processed by the SELPA Director.

8.1.3 Food Services

8.1.3.1 The Provider Program and/or Providing LEA shall provide food services to pupils attending special education programs and classes. Pupils not qualified for free and/or reduced price meals may purchase meals and/or beverages at rates for students established by the Providing Agency and/or Operating Agency.

8.1.4 Instructional Supplies

Each LEA shall be responsible for all instructional supplies and materials.

8.2 Transportation Services

LEAs will be responsible for the provision of transportation for students with disabilities in accordance with the IEP.
8.3 Payment for LACOE Operated Programs

8.3.1 Reimbursement for Program Services

8.3.1.1 LEA may enter into a contract with LACOE for requested services, reimburse LACOE for services requested by LEA for the total fee for service costs. The LEA will be invoiced quarterly by LACOE for the costs. The first three quarterly invoices will be based on projections. The final invoice will be based on actual revenues and expenditures less the amounts invoiced for the first three quarters. The final fourth quarter invoice will be delivered to LEA in October. The SELPA may develop options to invoicing for small LEAs/Charters that would include a revenue transfer as an option to invoicing as approved by the Governance Body.

8.3.1.2 LEA shall pay LACOE the full amount of the first three quarterly invoices within 30 calendar days of the invoice date. LEA shall pay LACOE the full amount of the fourth quarter invoice within 45 calendar days of the invoice date. If payment is not received by LACOE within the specified time, LACOE may collect this amount from the LEA by journal voucher transfer.

9. FACILITIES

9.1 LEAs shall be responsible for the safety, health and well-being of all students. Therefore, repairs and continuous maintenance shall be provided for by LEAs.

9.2 The LEA hereby certifies that LEA is in compliance with the Environmental Protection Agency's regulations pertaining to Asbestos in schools as published in the Federal Register on May 27, 1982. The LEA also certifies that its employees and contractors are properly trained in the use of all hazardous materials used in the vicinity of the classrooms pursuant to this Contract and that a central file of Hazardous Material Data Sheets is maintained by the LEA and accessible in emergency situations.

9.3 Participating LEAs, in accordance with the Local Plan, shall assure that appropriate facilities are available to meet the needs of individuals with exceptional needs enrolled in the LEA.

9.4 Repairs required for the safety and health of pupils and staff shall be the responsibility of the LEA SELPA.
10. GENERAL PROVISIONS

10.1 Restrictions on Use of Special Education Funds

Funds received for the operation of regionalized services and special education programs and classes operated hereunder shall be expended exclusively for programs operated pursuant to this Contract as specified in Education Code Section 56836.04(b).

10.2 New Legislation/Corrective Action

The provisions of any new laws or required corrective action as a result of a court order which may become effective during the period of this Contract which relate to the Local Plan for special education shall be incorporated herein.

10.3 Compliance Assurances

Each party, by signature upon this Contract, certifies that the party will comply with the provisions of Part 30 of the Education Code, Public Law 108-446, the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act of 1990 (ADA) (42 USC 12101 et seq.); and Section 504 of Public Law 93-112, as amended, and applicable state and federal regulations. In addition, the LEA of Residence agrees to utilize the appropriate resources of regular education, in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Chapter 3, Article 3021 et al., prior to referral for special education services as specified herein.

10.4 Insurance Requirement

Each party to this Contract shall procure and maintain at its sole expense, for the duration of this Contract, insurance, or a program of self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Contract. Each party shall furnish the other with satisfactory evidence of insurance prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice.

Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
10.4.1 Commercial General Liability Coverage “occurrence” form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability (Coverage for contractual liability shall be limited to liability assumed under the following indemnification clause.), independent contractors, broad form liability, and personal injury with a combined single limit of $2,000,000 per occurrence.

10.4.2 Business Automobile Liability Coverage for code 1 “any automobile” with a combined single limit of $2,000,000 per accident, if automobiles are used in performance of this Contract.

10.4.3 Professional Liability Coverage for errors and omissions for individual and LEA professional liability with a limit of liability of $1,000,000 and a $2,000,000 aggregate limit of liability.

10.4.4 Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident. By signing this Contract, each party thereto certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code of the State of California that requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Contract.

10.4.5 Sexual Molestation and Abuse coverage with minimum limits of $5,000,000 per occurrence and $5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

10.5 Indemnification for Disputes with Third Parties

Each party to this Contract agrees to defend, indemnify, save, and hold harmless the other parties to this contract from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, reasonable attorney’s fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, asserted by a non-party to this Contract (i.e., a non-signatory), for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with negligent, reckless and/or intentional acts and omissions of one
or more parties to this Contract. This provision shall only apply to
disputes between parties to this Contract and third parties, and shall
not apply to disputes involving only parties to this Contract. This
provision shall not be limited to the availability or collectability of
insurance coverage.

10.6 Breach of Contract

Should any party to this Contract be required to file legal action or
claim against one or more other parties to this Contract to enforce
any provision of this Contract or to resolve any dispute arising under
or connected to this Contract, each party to such action shall bear
its own attorney’s fees and costs arising from such action and any
judgment or decree rendered in such a proceeding shall not include
an award thereof. This provision shall only apply to disputes between
parties to this Contract, and shall not apply to disputes between
parties to this Contract and third parties.

10.7 Independent Contractor

While performing its obligations under this Contract, the LEA is an
independent contractor and not an officer, employee or agent of
LACOE. The LEA shall not at any time or in any manner represent
that it or any of its officers, employees, or agents are employees of
LACOE.

While performing its obligations under this Contract, LACOE is an
independent contractor and not an officer, employee or agent of the
LEA. LACOE shall not at any time or in any manner represent that
it or any of its officers, employees, or agents are employees of the
LEA.

10.8 Record Retention and Inspection

Each party agrees that both parties shall have access to and the
right to examine, audit, excerpt, copy or transcribe any pertinent
records pertaining to this Contract. All records shall be kept and
maintained by the LEA and made available during the entire term of
this Contract and for a period not less than five (5) years after final
payment pursuant to this Contract.

10.9 Non-Discrimination and Non-Segregation

During the performance of this Contract, the LEA agrees to comply
with all Federal, state and local laws respecting non-discrimination
in employment and non-segregation of facilities including, but not
limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-
741.4, which equal opportunity clauses are hereby incorporated by reference.

10.10 Modification

The Contract shall not be modified or amended without mutual prior written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10.10.1 Timelines for modification of this Contract are as follows:

- **October 15:** LEA shall inform the Administrative Unit, in writing, of the intent to submit proposed changes

- **November 25:** LEA shall submit written proposals for changes for discussion

- **December 23:** Amendment with agreed-upon changes shall be distributed to all LEAs for approval

- **January 15:** Amendment shall be approved by the Executive Directors' Council

- **February 1:** Amendment to Board for approval

*It is understood that these timelines may be extended as necessary.*

10.10.2 Within the context of Education Code Section 56207 et. seq. requiring the year and a day notification, LACOE shall use the following procedures:

LACOE shall issue this Contract with modifications to LEA on January 15, and LEA shall return executed Contract to LACOE on or before March 1. LEA is required to execute this Contract within 45 calendar days of receipt of Contract for services to be rendered. If Contract is not executed by LEA within this timeframe, LACOE will submit a program transfer in accordance with the SELPA Local Plan, implementation and operation of the Local Plan for Special Education contract, and applicable laws and regulations. This
Contract shall remain in force until the program transfer is complete.

10.11 Internal Dispute Resolution

For disputes between the parties to this Contract, said dispute shall be resolved by following the dispute resolution process designated in the SELPA Local Plan. Unless mutually agreed to by both parties in writing, the Local Plan procedure in no way alters the timeframe for termination pursuant to Section 2, Term of Contract.

10.12 Severability/Waiver

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10.12.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

10.13 Nonassignability

No party to this Contract shall in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the other party(ies). If consent is not given by the other party(ies) to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, no party shall subcontract the work to be performed pursuant to this Contract without prior written approval of the other party(ies). The names and qualifications of subcontractors or others whom either party intends to employ, other than those identified, shall be submitted to the other party(ies) for prior written approval.

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This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be
10.19 Alcohol and Drug-Free Workplace

All parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020(a).

10.20 Execution

10.20.1 This Contract may be executed by each participating LEA and LACOE on a separate copy thereof with the same force and effect as though all parties had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating LEAs and LACOE.

10.20.2 Each participating LEA shall promptly transmit an executed copy of this Contract to LACOE, Administrative Services Office, Contracts Section, ECW Room 153.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By: Deborah C. Harris
Assistant Director
Administrative Services Controller's Office

Date 10/20/16
Im 9-6
Board 9/12/16

SOLEDAD ENRICHMENT ACTION
CHARTER SCHOOL

By: Margaret Woods
Typed or Printed Name

Title Superintendent

Date 12/15/2016

Indicate Federal Tax I.D. Number

95-4646616

Los Angeles County Office of Education
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Soledad Enrichment Action Charter School

C-16707:16:21
Attachment No. 1

LAC “Charter” SELPA Members

1. Academia Avance Charter School
2. Jardin de la Infancia
3. Westchester Secondary Charter School
4. Optimist Charter School
5. Intellectual Virtues Academy
6. LA’s Promise Middle School #1
7. Soledad Enrichment Action Charter School
8. Celerity Educational Group dba Celerity Achernar Charter School