

**West End Special Education Local Plan Area  
8265 Aspen Ave., Ste. 200  
Rancho Cucamonga, CA 91730**

**SUPERINTENDENTS’ COUNCIL  
AGENDA**

**Notice:** This meeting will be held **IN-PERSON** only. If you wish to participate in the meeting and/or make a public comment, please submit them to Natalie, in-person prior to the start of the meeting.

Individuals requiring special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact Natalie Vivar at (909) 476-6131, at least two days before the meeting date.

**May 10, 2024**

**9:00 a.m.**

**OPENING**

**A. Administrative Items**

- |  |   |                 |
|--|---|-----------------|
| 1. Acceptance of Agenda for May 10, 2024 |   | *Myrlene Pierre |
|  | <u>        </u> <u>        </u> <u>        </u> |                 |
|  | Motion      Second      Vote                    |                 |
| 2. Meeting Minutes of April 19, 2024     |   | *Myrlene Pierre |
|  | <u>        </u> <u>        </u> <u>        </u> |                 |
|  | Motion      Second      Vote                    |                 |
| 3. SELPA Administrator’s Report          |   | -Ricky Alyassi  |
| 4. Council Member Reports                |   | -Myrlene Pierre |
| 5. Parent Project Certifications         |   | -Ricky Alyassi  |

**PUBLIC HEARING**

**B. Public Hearing: Annual Budget and Service Plans**

- |   |   |                 |
|---|---|-----------------|
| 1. Open Public Hearing  |   | -Myrlene Pierre |
| 2. Review 2024-25 Local Plan  |   |                 |
| a. Section B – Governance and Administration  |   | *Ricky Alyassi  |
| b. Section D - Annual Budget Plan   |   | *Tim Chatkoo    |
| c. Section E - Annual Service Plan  |   | *Ricky Alyassi  |
| 3. Public Comment on 2024 Local Plan – Governance and Administration, Annual Budget Plan, and Annual Service Plan |   | -Myrlene Pierre |
| 4. Close Public Hearing   |   | -Myrlene Pierre |
| 5. Approval of 2024-25 Local Plan   |   | *Myrlene Pierre |
|   | <u>        </u> <u>        </u> <u>        </u> |                 |
|   | Motion      Second      Vote                    |                 |

**PUBLIC COMMENT**

**C. Public Comment**

The West End SELPA, Superintendents’ Council, welcomes comments from visitors. Should anyone wish to make comments, he/she may voluntarily complete a public comment form located at the table in the back of the room. The Public Comment forms must be submitted *prior* to the beginning of the meeting. The forms will be collected by the recording secretary and given to the meeting facilitator. The Public Comment period is the opportunity for the public to address the members on (1) non-agenda items within the jurisdiction of the members, and (2) items listed on the agenda. All public comments will be allowed (3) three minutes per item, if a member of the public desires to be heard on more than (3) three items appearing on the agenda, he/she will be allowed up to a total of (9) nine minutes to address all items non-agenda and agendized. Each agenda item will have a total of 21 minutes for public comment on one agenda item.

**There will not be a separate opportunity to comment at the time each agenda item is addressed by the Council** unless the item specifically involves an agendized public hearing. All public comments will be heard during the agendized public comment section B.

**SUPERINTENDENTS’ DISCUSSION ITEMS**

**D. Discussion Items**

- |   |                 |
|---|-----------------|
| 1. Fiscal Notifications   | * Tim Chatkoo   |
| a. 2024-25 SELPA Administrative Budgets   |                 |
| b. 2023-24 Final 50% Mental Health Contribution   |                 |
| c. 2023-24 Low Incidence Update   |                 |
| d. 2023-24 Final 50% Joint Risk Fund Contribution Transfer  |                 |
| e. 2023-24 3 <sup>rd</sup> Quarter Joint Risk Fund Reimbursement Transfer                             |                 |
| f. 2023-24 Final 50% Web-based IEP (SEIS) Contribution Transfer                                       |                 |
| g. 2023-24 Projected AB602 Funding Model  |                 |
| 2. Community Advisory Committee Annual Report   | * Ricky Alyassi |
| 3. District CAC Appointments: Alta Loma, Central, Cucamonga, Mountain View, and Mt. Baldy (even year) | * Ricky Alyassi |
| 4. In-House Counsel Annual Report   | * Lisa Dennis   |
| 5. WESELPA Agreement for Legal Services   | * Lisa Dennis   |

**BUSINESS CONSENT ITEMS**

- |   |                  |
|---|------------------|
| <b>E. Business Consent Items</b>                        | * Myrlene Pierre |
| 1. Memorandum of Understanding – Ontario-Montclair SD   |                  |
| 2. Memorandum of Understanding – East San Gabriel SELPA |                  |
| 3. Consent Agenda ADR# 1                                |                  |
| 4. Consent Agenda OAH# 2023110895                       |                  |
| 5. Consent Agenda OAH# 2024030328                       |                  |
| 6. Consent Agenda OAH# 20240200348 and 2024040185       |                  |

**BUSINESS ACTION ITEMS**

- |   |               |       |       |        |        |      |  |
|---|---------------|-------|-------|--------|--------|------|--|
| <b>F. Business Action Items</b>   |               |       |       |        |        |      |  |
| 1. 2024-25 Joint Risk Fund (JRF) Contribution Rate  | * Tim Chatkoo |       |       |        |        |      |  |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">_____</td> <td style="width: 33%; text-align: center;">_____</td> <td style="width: 33%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Motion</td> <td style="text-align: center;">Second</td> <td style="text-align: center;">Vote</td> </tr> </table> | _____         | _____ | _____ | Motion | Second | Vote |  |
| _____   | _____         | _____ |       |        |        |      |  |
| Motion  | Second        | Vote  |       |        |        |      |  |
| 2. 3-Year Transition Partnership Program (TPP) Contract (24/25-26/27)   | * Tim Chatkoo |       |       |        |        |      |  |
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| _____   | _____         | _____ |       |        |        |      |  |
| Motion  | Second        | Vote  |       |        |        |      |  |

3. 2024-25 Superintendents' Council Meeting Schedule \* Ricky Alyassi

\_\_\_\_\_  
Motion          Second          Vote

4. WESELPA Agreement for Legal Services \* Ricky Alyassi

\_\_\_\_\_  
Motion          Second          Vote

**CLOSING**

G. Future Agenda Items - Myrlene Pierre

H. Adjournment - Myrlene Pierre

\_\_\_\_\_  
Motion          Second          Vote

**The meeting location for the Superintendents' Council will be held at 8265 Aspen Ave., Rancho Cucamonga, CA 91730.** Agenda packets are available on the WESELPA website [weselpa.sbcss.k12.ca.us](http://weselpa.sbcss.k12.ca.us) or you may request an agenda packet by calling (909) 476-6131, 72 hours before the scheduled meeting. A fee of ten cents (.10) per page will be charged for copied agenda packet.

**\* Handout Included          \*\* Handout to be distributed at the meeting          - No Handout**

West End SELPA  
**Superintendents’ Council**  
 Meeting Minutes  
 April 19, 2024

| <u>District</u>             | <u>Present</u>                             | <u>Absent</u> |
|-----------------------------|--|---------------|
| <b>Alta Loma</b>            | Sherry Smith                               |               |
| <b>Central</b>              | Amy Nguyen-Hernandez                       |               |
| <b>Chaffey Joint Union</b>  | Mathew Holton                              |               |
| <b>Chino Valley Unified</b> | Norm Enfield                               |               |
| <b>Cucamonga</b>            | Tracee Stewart                             |               |
| <b>Etiwanda</b>             | Charlayne Sprague                          |               |
| <b>Mountain View</b>        | Douglass Moss                              |               |
| <b>Mt. Baldy</b>            | Kate Huffman                               |               |
| <b>Upland Unified</b>       | Pamela Salgado                             |               |
| <b>SBCSS</b>                | Myrlene Pierre                             |               |
| <b>WESELPA</b>              | Ricky Alyassi, Natalie Vivar, Tim Chatkoo, |               |

**CALLED TO ORDER:**

Chairperson Myrlene Pierre called the meeting to order at 9:32 a.m.

**A. ADMINISTRATIVE ITEMS**

**1. Acceptance of Revised Agenda 04.19.2024**

Motion made by Amy Nguyen-Hernandez to accept the Superintendents’ Council meeting agenda as presented for April 19, 2024, seconded by Douglass Moss, motion carried on a 9-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Tracee Stewart, Charlayne Sprague, Douglass Moss, Kate Huffman, Pamela Salgado

**Nays:** 0

**Abstain:** 0

**Absent:** 0

**2. Approval of Meeting Minutes for March 15, 2024**

Motion made by Mathew Holton to accept March 15, 2024 meeting minutes as presented, seconded by Charlayne Sprague, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Tracee Stewart, Charlayne Sprague, Douglass Moss, Kate Huffman, Pamela Salgado

**Nays:** 0

**Abstain:** 0

**Absent:** 0

**3. SELPA Administrator’s Report**

The SELPA Chief Administrative Officer shared a brief video highlighting the annual Art & Writing Showcase. The chairperson provided positive feedback regarding the event. No additional comments or questions from council members.

4. Council Member Reports  
None

## **B. PUBLIC COMMENTS**

Rita Fernandez-Loof submitted 3 public comments and provided superintendents with a handout proposing to improve special education in the West End SELPA. The proposal included suggestions for dispute prevention, adopting Linda Mood Bell methodology, revising the fiscal allocation language for the Joint Risk Fund (JRF), and lastly adjusting the fee-for-service fees related to program transfer takebacks. Ms. Loof encouraged superintendents to consider these changes.

Public comment concluded.

## **C. DISCUSSION ITEMS**

1. Fiscal Notifications  
The Fiscal Consultant presented fiscal notifications as follows: 1a. 2023-24 Projected State Special Schools Adjustment Reimbursement Transfer b. 2023-24 Projected AB 602 Funding Model c. 2023-24 Projected Mental Health Funding Model. No questions or comments were provided by council members.
2. 2024-25 SBCSS Fee-for-Service Rates  
The Program Manager of the Business Services Branch presented the 2024-25 SBCSS Fee-for-Service Rates. The Chaffey, Central, Alta Loma, and Mountain View Superintendents raised inquiries concerning several key areas: 2.5% COLA assumptions based on data from the 12 benchmark districts, the method for determining program seats based on waitlists for the upcoming school year, the timeline for finalizing the costs for programming, and the impact of programming costs on districts who have done program takebacks without cost savings. The West End Operations team – program manager, area director, and county team will follow up with superintendents.
3. 2024-25 Student Services Counseling Center Intensive Therapeutic Fee-for-Service Rates  
The Accountant of the Business Services Branch presented an overview of the 2024-25 Student Services Counseling Center Intensive Therapeutic Fee-for-Service Rates. No questions or comments from committee members.
4. 2024-25 SBCSS Projected Preschool Facility Cost  
Accountant, Business Services Branch presented the 2024-25 SBCSS Projected Preschool Facility Cost. No questions or comments from council members.
5. 2024-25 Preliminary Mental Health Funding Model  
The Fiscal Consultant presented the 2024-25 Preliminary Mental Health Funding Model. The Chaffey Superintendent inquired about the projected 15% increase being related to contracts for an upcoming year not being finalized. Fiscal Consultant addressed the inquiry.

6. 2024-25 Preliminary AB602 Funding Model  
The Fiscal Consultant presented the Preliminary AB602 Funding Model. No questions or comments from council members.
7. District CAC Appointments: Alta Loma, Central, Cucamonga, Mtn. View, and Mt. Baldy (even year)  
The Chief Administrative Officer presented the District CAC Appointments: Alta Loma, Central, Cucamonga, Mtn. View, and Mt. Baldy (even year). No questions or comments from council members.
8. 2024-25 Proposed Meeting Schedule  
The Chief Administrative Officer presented the 2024-25 proposed meeting schedule. No questions or comments from council members.
9. 2024-25 Vice-Chair Yearly Rotation – Revised  
The Chief Administrative Officer presented the revised 2024-25 Vice-Chair Yearly Rotation. No questions or comments from council members.
10. WESELPA Organization Chart  
The Chief Administrative Officer presented an overview of the WESELPA Organizational Chart. No questions or comments from council members.
11. 2023-24 Year-End WESELPA Priorities  
The Chief Administrative Officer presented the 2023-24 Year-End Review of WESELPA Priorities highlighting each of the following: systems-based, outreach and engagement, and continuous improvement. No questions or comments from council members.
12. 2024-26 Proposed WESELPA Priorities – Revised  
The Chief Administrative Officer presented the revised 2024-25 Proposed WESELPA Priorities highlighting each of the following: systems-based, outreach and engagement, and continuous improvement. No questions or comments from council members.
13. Local Plan – 1<sup>st</sup> Read  
The Chief Administrative Officer presented an overview of the 2024-25 Local Plan – 1<sup>st</sup> Read – Section A – Governance and Administration. A thorough review of the local plan was completed with the In-house Counsel. The Chief Administrative Officer highlighted revisions made to the local plan including the CAC selection process, Charter School Policy, and staffing including the added in-house counsel position and removal of the clinical counsel position. The Fiscal Consultant presented an overview of Section D – Annual Budget Plan and lastly, the Chief Administrative Officer presented an overview of Section E – Annual Service Plan. No questions or comments from council members.

**D. Business Consent Items**

1. Approval of Business Consent Items D-1-D-6  
Motion made by Sherry Smith to accept business consent items D-1-D-6 as presented, seconded by Charlayne Sprague, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Tracee Stewart, Charlayne Sprague, Douglass Moss, Kate Huffman, Pamela Salgado

**Nays:**

**Abstain:** 0

**Absent:** 0

Business consent items D-1-D-6 were approved as presented. No questions or comments from council members.

**E. Business Action Items**

1. Approval of Business Action Item – Revised 2024-26 WESELPA Priorities

Motion made by Douglass Moss to accept the revised 2024-26 WESELPA Priorities as presented, seconded by Amy Nguyen-Hernandez, motion carried on a 9-0-0-0 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Norm Enfield, Tracee Stewart, Charlayne Sprague, Douglass Moss, Kate Huffman, Pamela Salgado

**Nays:** 0

**Abstain:** 0

**Absent:** 0

**F. Recess to Closed Session**

Recess to closed session at 10:59 am

**G. Reconvene to Open Session**

Reconvened to open session at 11:25 am

**H. Future Agenda Items**

None.

**I. Adjournment**

Motion made by Sherry Smith to adjourn the April 19, 2024 meeting, seconded by Douglass Moss, motion carried on a 6-0-0-3 vote.

**Ayes:** Sherry Smith, Amy Nguyen-Hernandez, Mathew Holton, Charlayne Sprague, Douglass Moss, Kate Huffman

**Nays:** 0

**Abstain:** 0

**Absent:** 3

Meeting adjourned at 11:25 am

Special Education Local Plan Area (SELPA) Local Plan

**SELPA**

**Fiscal Year**

**LOCAL PLAN**  
**Section B: Governance and Administration**  
**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education  
Special Education Division



SELPA

Fiscal Year

**B. Governance and Administration**

California *Education Code (EC)* sections 56195 et seq. and 56205

**Participating Local Educational Agencies**

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

**Special Education Local Plan Area—Local Plan Requirements**

1. Describe the geographic service area covered by the local plan: [EC 56195.1(d); EC 56195.1(a)(1); EC 56211; EC 56212]

The West End SELPA is a multi-district SELPA on the west end of San Bernardino County. The SELPA membership includes the following Local Educational Agencies (LEA): Alta Loma Elementary, Central Elementary, Chaffey Joint Union High, Chino Valley Unified, Cucamonga Elementary, Etiwanda Elementary, Mountain View Elementary, Mt. Baldy Joint, San Bernardino County Superintendent of Schools, and Upland Unified. There are approximately 12,000 students with disabilities enrolled in the member districts, ages 0-22.

The districts range in size from approximately 100 students in a secluded mountain location to a unified district with nearly 30,000 students. There are 2 unified districts, 1 high school only district, six elementary districts, and one county office.

The districts are adjacent to Orange and Los Angeles counties on the west, and Riverside County on the south and east.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable: [EC 56195.1(b)(1)-(3)(c); EC 56205(a)(12)]

SECTION II GOVERNANCE AND ADMINISTRATION

1) GOVERNING BODY (Education Code 56205(a)(12)(A), 56207.5)

The governing body of the SELPA is the Superintendents' Council. The Superintendents' Council is composed of the Superintendent of each Local Education Agency (LEA) within the SELPA. Members of the Superintendents' Council are responsible to the governing board of their respective local education agency. The San Bernardino County Superintendent of Schools serves as the Responsible Local Agency (RLA) as defined in Education Code 56030, or administrative unit as referred to in Education Code 56205(a)(12)(D)(ii). The RLA Superintendent or his/her designee serves as Chairperson of the Council. One other superintendent is selected as Vice- Chairperson. The SELPA Chief Administrative Officer serves as Secretary to the Council.

All structural changes within the organization of the SELPA, including changes in governance, are decided through deliberations of the Superintendents' Council. Each superintendent may cast one vote, if necessary, to accept or reject changes within the system. Procedures to present requests for withdrawal from or admission to the SELPA are included in Item 5 of this section, and the Bylaws (Appendix A).

Any independent charter school admitted to the SELPA shall participate in SELPA governance in the same manner as other

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local educational agencies of the SELPA.

All conflicts are ultimately resolved through the same procedure delineated above. However, most concerns are managed within various committee interactions. The SELPA Advisory Council examines information related to the SELPA that is brought forward by the SELPA Chief Administrative Officer for input. If necessary, recommendations can be given to the SELPA Chief Administrative Officer for ultimate consideration by the Superintendents' Council. Voting membership on the Superintendents' Council is one vote per LEA.

**2) GOVERNANCE (Education Code 56205)**

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

**3) GOVERNANCE STRUCTURE AND ADMINISTRATIVE SUPPORT (Education Code 56140, 56195, 56195.1, 56195.3, 56195.5))**

The local education agencies within the West End of San Bernardino County join together pursuant to Sections 56140 and 56195 of the California Education Code to adopt a plan to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the West End Special Education Local Plan Area, West End SELPA, or WESELPA. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

**4) RESPONSIBILITY OF PARTICIPATING AGENCIES (Education Code 56195.1(b)(2), 56195.5, 56207)**

In adopting the Local Plan, each participating local education agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where that local education agency of the SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with exceptional needs who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout the West End SELPA.

Any participating local education agency may provide for the education of special education students in special education programs maintained by other districts or counties, and may include within the special education program students who reside in other districts or counties.

Changes or amendments to the permanent portion of the Local Plan, which excludes Appendices only, may be considered by the Superintendents' Council. The Superintendents' Council may adopt amendments to the permanent portion of the Local Plan on an interim basis, which is not to exceed one school year. Amendments approved in this manner shall become permanent upon subsequent approval by all local education agencies governing boards and the State Board of Education.

**5) WITHDRAWAL FROM SELPA (Education Code 56195.3(b))**

A member LEA will cooperate with the county office and other school districts in the geographic area in planning its options under EC 56195.1 and each fiscal year, notify the California Department of Education, impacted special education local plan areas, and participating county offices of its intent to withdraw from the SELPA at least one year prior to the proposed effective date of the implementation to the alternative plan. Any such plan will be submitted to the county office for review in accordance with guidelines approved by the Superintendents' Council.

Section B: Governance and Administration

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Any district initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained by the LEA or SELPA to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from SELPA or program transfer within the SELPA shall be born entirely by the district initiating the change.

When the local plan is revised, each LEA governing board must approve the plan in order for the district to continue as a participant in the West End SELPA. When an LEA board does not approve the plan, the LEA will have the opportunity to bring its concerns to the Superintendents' Council for review. Subsequently, the Council may determine a deadline for the LEA governing board to approve the plan or be terminated from the SELPA. If the LEA does not meet the deadline, the Council may consider this as notice to withdraw from the SELPA. If the district does not submit its intent to withdraw, the Council may notify the district and the California Department of Education of its intent to move forward with the termination.

In the event a district is terminated, the district shall bear the total cost of consultants retained by the LEA and the SELPA to provide a thorough analysis of legal or fiscal implications caused by this action. In addition, all costs, including but not limited to due process, associated with the termination from the SELPA shall be born entirely by the district being terminated.

**6) PROGRAM TRANSFERS WITHIN THE SELPA (Education Code 56207)**

Any LEA initiating a transfer of educational programs and services already in operation within the SELPA shall adhere to requirements under the California Education Code and the requirements described herein. In the event an LEA desires to initiate program or services transfers, a transfer planning committee made up of two SELPA Advisory Committee members and the SELPA Chief Administrative Officer shall be designated by the SELPA Chief Administrative Officer to address, at a minimum, all of the following: pupil needs, the availability of the full continuum of services to affected pupils, the functional continuation of the current IEPs of all affected pupils, the provision of service in the least restrictive environment from which affected pupils can benefit, the maintenance of appropriate support services, the assurance that there will be compliance with federal and state laws and regulations as well as SELPA policies, and the means through which parents and staff were represented in the planning process.

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

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

**7) IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS (Education Code 56195(b)(3)(c)(2), 56195.1, 56205 (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))**

The San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the West End SELPA. It shall be responsible for functions such as, but not limited to:

- 1) Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
- 2) Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
- 3) The employment of staff in accordance with direction from the Superintendents' Council for functions the SELPA is required to provide.

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The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

### 8) RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12 (D)(i), 56195.1, 56205(b))

The superintendents of each participating local education agency, or chief official in the case of a Charter School approved as a Local Educational Agency by the SELPA Superintendents' Council, shall be responsible for special education programs operated by the agency and for implementing all requirements of the Local Plan. The Superintendent's Council shall meet on a regular basis according to Brown Act requirements. Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the Superintendents' Council at a regularly scheduled meeting.

A charter school that operates as its own local education agency for special education purposes shall participate in the governance of the SELPA in the same manner as all local education agencies.

The Superintendents' Council shall be responsible for the following areas of Local Plan administration:

- 1) Selection and evaluation of the SELPA Chief Administrative Officer.
- 2) Designation of participants for the SELPA Advisory Committee.
- 3) Establishment and promotion of a Community Advisory Committee.
- 4) Establishment of the number and type of SELPA office staff employed by the SELPA for SELPA-wide services.
- 5) Review and approve all budgets assigned to the SELPA.
- 6) Provide guidance to the SELPA regarding the development, revision, implementation and review of the Local Plan.
- 7) Review and approve the allocation of special education funds to local education agencies.
- 8) Approve all SELPA policies, regulations, standards, and guidelines

### WEST END SELPA CHARTER SCHOOL POLICY

(Education Code 56195, 56195.1(f), 56207.5)

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

#### A. Rationale

This policy applies to all dependent charter schools that are chartered by educational entities located within West End SELPA for whom the chartering authority operates as the LEA, as well as independent charter schools designated as a LEA. Additionally, this policy applies to any charter school petition granted by the County Board of Education or State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA (EC 47605(k)(1), 47605.5). In compliance with EC 47645, the West End SELPA will treat the review and approval of a charter school's request to be an LEA in the same manner as a request from another district to join the SELPA.

As students enrolled in charter schools are entitled to special education services provided by state and federal funding, the charter schools shall follow all applicable 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).

#### B. Policy Statement

Special education and related services shall be provided to all eligible individuals within West End SELPA in accordance with this Local Plan. Students enrolled in charter schools chartered within the county shall receive services in a manner similar to students enrolled in member districts within the SELPA. Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the status of the charter school as its own LEA, or as a public school within the district/county for the purposes of providing special

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education services.

All approved charter schools will be deemed as public schools within a district for the purposes of the provision of special education services, unless the charter school has been deemed an LEA.

1) SELPA Involvement with Approval and Renewal of Charters

- a. 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 Chief Administrative Officer regarding the status of the charter school. In order to be deemed an LEA, the chartering entity will provide assurances that all eligible students, including those students enrolled in the charter school, will receive appropriate special education services.
- b. A charter may be granted pursuant to EC Section 47605, 47605.5, and 47606 for a period not to exceed five years.
- c. A material revision of the provisions of a charter petition may be made only with the authority that granted the charter; a school district governing board, a county board of education, or the State Board of Education
- d. The authority that grants the charter may inspect or observe any part of the charter school at any time.
- e. Reversals and material revisions of charters shall be governed by the standards and criteria in EC 47605.
- f. A charter may be revoked by the granting authority if it is found that the charter:
  - i. Committed a material violation of any of the conditions, standards, or procedure set forth in the charter;
  - ii. Failed to meet or pursue any of the pupil outcomes identified with the charter,
  - iii. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement;
  - iv. Violated any provision of law.
- g. Prior to revocation, the authority that granted the charter shall notify the charter public school of any violation and give the school a reasonable opportunity to remedy the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils.

2) Status of Charter Schools - For the purposes of provision of special education services, charter schools may be deemed either an LEA or a public school within the chartering district.

a. Public School Within a School District - Charter schools that are deemed to be public schools within a district will participate in the state and federal funding in the same manner as other schools within the chartering district. The chartering district will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The district will determine the policies and procedures necessary to ensure that the protectionism of special education law extend to students in the charter school in the same manner as students in the regular program.

The chartering district will receive all applicable special education funds. The chartering district will represent the needs of charter schools, like other schools within the district, in the SELPA governance structure. The chartering district will be responsible for ensuring that all eligible students are appropriately served. The district will be responsible for procuring and funding appropriate special education services, even though the student may reside anywhere in the State of California.

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

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- b. Charter School as an LEA Within the SELPA - A charter school may apply to become an LEA for the provision of special education services. Application must be made to the SELPA by February 1 of the school year preceding the school year in which the charter school anticipates operating as an LEA within the SELPA. The Superintendents' Council will make the final determination whether the charter school has met all requirements of an LEA. The requirements include:
- i. Meet requirements regarding Identification, Screening, Referral, Assessment, Instructional Planning, Implementation, and Review.
  - ii. Meet requirements regarding Procedural Safeguards.
  - iii. Meet requirements regarding Regionalized Services.
  - iv. Provide assurances that all individuals with exceptional needs shall have access to appropriate special education programs and services.
  - v. Provide a specific description of the internal resources which would allow the West End SELPA to make a determination of the charter school's capacity to operate as an LEA member of the West End SELPA.
  - vi. Provide assurances that the charter school will follow all state and federal laws and West End SELPA policies and procedures.
- c. Once deemed an LEA, the charter school will be responsible for and entitled to the following:
- i. Participant in governance of the SELPA in the same manner as other districts within the SELPA
  - ii. Receive state and federal funding for special education in accordance with the SELPA Allocation Plan.
  - iii. Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, non-public school/agency placements, inter/intra SELPA placements, due process proceedings, complaints, and attorney fees.
  - iv. Receive services from the SELPA including dispute resolution and nonpublic school/agency tuition in the same manner as other districts within the SELPA.

#### C. Administrative Guidelines

- 1) A petition for the creation of a charter school, or renewal of an existing charter, which seeks to be deemed an LEA, must contain adequate assurances that the proposed school will comply with all applicable provisions of state and federal law and implementing regulations related to the rights of disabled students and their parents (20 U.S.C. Chapter 33, Individuals with Disabilities Education Act).
- 2) The LEA governing board may require that a petition include the means by which the charter school intends to serve students with disabilities. This may include a specific reference as to whether the charter school intends to be deemed an LEA or public school for the provision of special education services.
- 3) The LEA governing board shall require that a petition contain assurances that no student will be denied admission to the charter school based on disability or lack of available services or performance levels.
- 4) Prior to approving a charter school petition, the superintendent or designee of the chartering entity may consult with the SELPA Chief Administrative Officer regarding the provision of special education services to students enrolled in the prospective charter school.
- 5) The charter petition, or an accompanying Memorandum of Understanding or Business Services Agreement, may provide for the allocation of excess costs and/or the charter school's fair share of special education encroachment on the district general fund.
- 6) Once admitted to a charter school, any special education services required by enrolled students will be provided by the district which authorized the charter if the school is deemed a public school within the district or by the charter school if deemed an LEA.
- 7) If a charter school IEP team places a student in a special education program provided by another educational entity (i.e., a COE, non-public school, non-public agency, or another district or SELPA), the charter school will be responsible for any excess costs attributable to the placement in accordance with the SELPA fiscal allocation plan. Responsibility for excess costs will rest with the placing charter school or LEA authorizing the charter school.
- 8) A district IEP team may place a student in a charter program only with agreement between responsible educational

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entities and parental consent. Under such circumstances, the placing district will be responsible for any excess costs in accordance with the Local Plan.

- 9) The chartering district will be allocated all special education funds that are generated by a charter school that is deemed a public school. The chartering district will represent the needs of the charter schools it authorizes that are deemed public schools of the LEA in the SELPA governance structure. The charter school will receive SELPA services in the same manner as other schools within the chartering district depending on charter school agreement or MOU with the LEA.
- 10) If the approval of a charter school requires a change in the SELPA allocation plan, such change shall be adopted pursuant to the policy making process outlined in the SELPA Local Plan.

9. RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS (Education Code 56195.1, 56195.5)

Local education agency boards shall:

- 1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
- 2) By approving the Local Plan, enter into an Agreement for Participation (see Appendix B) with other local education agencies participating in the plan, for purpose of delivery of regional services and programs.
- 3) Review and approve revisions of the West End SELPA Local Plan for Special Education.
- 4) Participate in the governance of the West End SELPA through their designated representative to the Superintendents' Council. The governing boards provide the designated Superintendents' Council member with the authority to act as the board designee to approve and amend policies as necessary.

If the San Bernardino County Superintendent of Schools provides services to more than one SELPA within the county, relevant provisions of contracts between the county office and its employees governing wages, hours, and working conditions shall supersede like provisions contained in any other plan submitted.

10. SELPA Advisory Committee

Purpose: The SELPA Advisory Committee is comprised of local education agency administrators of special education and LEA staff who are knowledgeable in the area of special education programs and finance, and the superintendent of Mt. Baldy School District. They are responsible for the coordination of special education service and programs within their agencies, distribution and monitoring of funds within their agencies, and for the implementation of the Local Plan within their agencies. The SELPA Advisory Committee provides input on policies and procedures, which are presented to the Superintendents' Council for approval.

Membership: The eight (8) LEAs appoint an appropriate administrator of special education programs and a person who is knowledgeable in the area of special education finance to membership on the SELPA Advisory Committee. Additionally, the committee will include the superintendent of Mt. Baldy School District. No standing alternates are accepted. Emergency alternates may be selected for specific meetings.

Voting: Each member shall have one vote. The member or the emergency alternate must be present to cast his/her vote unless the Committee determines otherwise by its action. A quorum consists of nine (9) of the 17 voting members.

Chairperson: The WESELPA Chief Administrative Officer and the WESELPA (Finance) Consultant will function as co-chairpersons of the Committee. In the absence of either co-chairperson, the WESELPA Program Manager may serve as co-chairperson. The WESELPA Administrative Assistant will function as secretary to the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide for

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informed decision-making.

Meetings: The Committee will have a minimum of five meetings per year. Special meetings may be scheduled as the membership deems necessary.

Committees: The SELPA Advisory Committee will have no standing subcommittees. Special subcommittees or work groups may be formed for limited and specific purposes as determined necessary by the WESELPA Chief Administrative Officer.

A charter school that has been approved to operate as its own local education agency for special education purposes shall be represented on the SELPA Advisory Committee and Superintendents' Council in the same manner as all local education agencies.

11) SELPA STAFFING (Education Code 56205 (a) (12)(D)(ii))

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Responsible Local Agency (RLA) for the administration of the Local Plan and its implementation. The boards assure that the Superintendents' Council shall identify the need for and designate positions necessary, with guidance from the SELPA Chief Administrative Officer for the operation of the SELPA functions according to this policy.

SELPA Chief Administrative Officer

The fundamental role of the SELPA Chief Administrative Officer is to direct all SELPA staff, as well as provide leadership and facilitate the decision-making process. The SELPA Chief Administrative Officer's role includes the provision of information, specific services identified by the Superintendents' Council, technical assistance, leadership and arbitration. It is the SELPA Chief Administrative Officer's responsibility to represent the interests of the SELPA as a whole without promoting any particular local education agency interest over the interest of any other agencies. In the event there are differences of opinions and/or positions on issues, it is the SELPA Chief Administrative Officer's responsibility to mediate a reasonable resolution of the issue(s).

The Superintendents' Council shall be responsible for the selection, direction, monitoring, discipline, and evaluation of the SELPA Chief Administrative Officer. The evaluation will be completed per SBCSS policy, which is currently every other year. The Superintendents' Council shall be assisted in the hiring and selection process by the Responsible Local Agency. It is understood that this includes responsibility for any allegations of violations arising under the federal and state equal employment law.

The SELPA Chief Administrative Officer is subject to the Responsible Local Agency's policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the Superintendents' Council. The SELPA Chief Administrative Officer is evaluated by the superintendents of the member LEAs through a written document provided by the SBCSS Superintendent's office. The results are compiled, and a joint committee comprised of the Responsible Local Agency Superintendent and two other superintendents chosen by their peers from the Superintendents' Council meet with the SELPA Chief Administrative Officer to review the results and comments.

SELPA Staff

The Superintendents' Council shall be responsible for designating the staff to support the functioning of the SELPA. In reviewing and approving the SELPA budgets on an annual basis, the Superintendents' Council designates the staffing for the SELPA office upon recommendation of the SELPA Chief Administrative Officer.

SELPA staff shall be employed by the Responsible Local Agency and supervised by the SELPA Chief Administrative Officer according to the Responsible Local Agency's policy and practices. The SELPA Chief Administrative Officer shall use a



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selection process that is in accordance with the law and personnel policies of the Responsible Local Agency.

The supervision of West End SELPA staff will be determined by the SELPA Chief Administrative Officer. An organizational chart showing the staff to be supervised by the members of the SELPA management team will be provided to the governance committees annually.

In-House Counsel - WESELPA

SELPA Chief Administrative Officer, the In-House Counsel will provide professional legal services and counsel to the West End SELPA member districts in matters related to special education including compliance, resolution, mediation, and due process. In addition, this position will represent the SELPA and member districts before a variety of administrative and legislative bodies and perform related duties as assigned.

Program Manager - Resolution and Education Support Team (REST)

Within the SELPA, a program manager assists and/or conducts the procedures involved in alternative dispute resolution, complaints, and investigations for all participating departments within the SELPA, as directed by the SELPA Chief Administrative Officer.

The following job elements are identified with this position:

- 1) Inter-SELPA program placements
- 2) Placement in as well as oversight and evaluation of nonpublic schools
- 3) Determination of as well as oversight and evaluation of private services/ nonpublic agencies (NPA)
- 4) Review and assistance in district IEP team procedures
- 5) Review of compliance procedures within all SELPA participating departments
- 6) Assistance to local departments in complaint/mediation procedures and alternative dispute resolution
- 7) Oversight of the SELPA professional development offerings
- 8) Supervision of the Resolution and Education Support Team (REST)

Any district failing to adhere to SELPA guidance regarding state and federal law relative to the IEP development process shall bear any and all subsequent due process or private contracting costs associated with said independent actions. West End SELPA notification of fiscal responsibility shall be in the form of a written formal memo directed to the district special education director with a copy to the district superintendent.

Any district wishing to appeal this decision by the SELPA Chief Administrative Officer shall request the matter be placed on the agenda at a SELPA Advisory Committee meeting with a subsequent recommendation to Superintendents' Council for final action.

All contacts with SELPA-retained attorneys or legal consultants shall be made only after approval of the SELPA Chief Administrative Officer, or assigned designee (In-House Counsel or Program Manager). Any district initiating contact with a legal advisor without prior approval will bear the cost of the contact/services.

Program Specialists (Education Code 56205 (b)(1)(F), 56206, 56368)

The program specialists are employed by the SELPA and serve the SELPA districts. The Superintendents' Council designates the number and type of specialists upon recommendation of the SELPA Chief Administrative Officer as well as approves the SELPA budget for its expenditures. The Program Specialist holds a valid special education credential or a pupil personnel service credential and has advanced training and related experience in the education of individuals with exceptional needs. The Program Specialist also has specialized, in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

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The governing boards of the local education agencies identify the importance of employment of program specialists to provide unique and necessary services to the agencies and to pupils in the SELPA. Program specialists shall provide the following services:

- 1) Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
- 2) Utilize evidence-based data to plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
- 3) Assist with local education agency staff development, program development and innovation of special methods and approaches.
- 4) Provide coordination, consultation and program development in one or more specialized areas of expertise.
- 5) Upon request, participate in and/or conduct IEP team meetings where technical assistance is needed.
- 6) Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
- 7) Assist in developing training for parents and members of the Community Advisory Committee.
- 8) Provide in-service training and technical assistance for general and special education teachers, administrators, support staff and parents
- 9) Assist as a liaison to various community agencies such as Department of Behavioral Health, Department of Rehabilitation, Inland Regional Center, California Children's Services, and the Probation Department.
- 10) Conduct nonpublic school visitations to verify students are making appropriate educational progress in accordance with the IEP.

#### Psychologists:

The functions of the psychologists are driven by Education Code requirements as well as IEP team specification which may include in-service training; activity organization; individual parent, teacher, and student support; intra-SELPA communication; student socialization activities; educationally related mental health services assessments, non-public school case management, residential placement coordination/support, and committees and councils for support and planning. Psychologists promote implementation of these activities throughout the region.

#### Vocational Assessment and Transition Planning

School-to-work activities are provided through vocational assessment, WorkAbility1 activities, and on-the-job training opportunities, when appropriate, as well as linkage to the Department of Rehabilitation. Transition planning is developed as part of the IEP process.

#### Fiscal Consultant

The Fiscal Consultant is the primary fiscal advisor employed by the SELPA. The Fiscal Consultant is responsible for the development, implementation, and maintenance of fiscal operations and procedures as well as the analysis of fiscal data and the preparation of fiscal and budgetary reports in support of SELPA operations.

#### Other Administrative Services

West End Student Services - While employed as a San Bernardino County Superintendent of Schools (SBCSS) employee, the county area director works collaboratively with the SELPA Chief Administrative Officer for all program effectiveness and quality issues. Through communication with the area director, the SELPA Chief Administrative Officer assures that services provided by the West End Student Services comply with SELPA policies/guidelines and interface effectively with program services provided by other departments within the consortium.

Management Information System - the SELPA is responsible for effective collection and maintenance of data relevant to

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program, placement of children, and other data required by state and federal mandates.

Fiscal Consultant Service - accounting services are provided in the areas of excess cost billings, audit procedures, and other areas of special education finance.

12) REGIONALIZED SERVICES AND OPERATIONS (Education Code 56195.1 56195.7, 56205, 56206)

The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including the following regional services and operations:

- 1) Coordination of the SELPA and the administration of the Local Plan
- 2) Coordinated system of identification and assessment
- 3) Coordinated system of procedural safeguards
- 4) Coordinated system of staff development and parent education
- 5) Coordinated system of curriculum development and alignment with the core curriculum
- 6) Coordinated system of internal program review, evaluation of the effectiveness of the local plan and implementation of a local plan accountability mechanism
- 7) Coordinated system of data collection and management
- 8) Coordination of interagency agreements
- 9) Coordination of services to medical facilities
- 10) Coordination of services to licensed children's facilities and foster family homes
- 11) Preparation and transmission of required SELPA reports
- 12) Fiscal and logistical support of the Community Advisory Committee
- 13) Coordination of transportation services for students with disabilities
- 14) Coordination of career, vocational, and transition services
- 15) Assurance of full educational opportunity
- 16) Fiscal administration and the allocation of state and federal funds
- 17) Direct instructional support provided by program specialists
- 18) Direct programmatic support provided by psychologists
- 19) Coordination of the distribution and assignment of specialized equipment and services
- 20) Coordination of services to individuals with exceptional needs in juvenile court schools or county community schools pursuant to EC 56150

13) DISPUTE RESOLUTION (Education Code 56205(b)(5))

In the event of a disagreement among local education agencies, local education agencies and the Responsible Local Agency, local education agencies and/or the Responsible Local Agency and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the Superintendents' Council that issues be resolved at the lowest level possible in the governance structure outlined in the Local Plan. The Superintendents' Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of 45 days but is not intended to undermine local authority.

If a local education agency disagrees with a decision or practice of another agency or the SELPA office, that local education agency has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Chief Administrative Officer, his/her designee, or Chair of the Superintendents' Council or the services of a neutral mediator from outside the SELPA. In the event the issue has not been resolved, either party may request a review by the SELPA Advisory Committee. If either party disagrees with the recommendation of the SELPA Advisory Committee, either party may request that the issue be placed on the Superintendents' Council agenda. If this process fails, the parties may pursue a hearing on the issues and resolution with the Superintendents' Council. The decision of the Superintendents' Council shall be final.

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14) METHOD OF DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code 56205(a)(12)(D)(ii), 56205(b)(1) and 56195 (h))

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

15) RESPONSIBILITIES FOR DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code 56195, 56195.1 (b) (3))

The governing boards of the local education agencies participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Superintendents' Council has been designated the authority to determine the distribution of all federal and state special education funds for local education agencies to carry out their responsibilities. The SELPA shall be responsible for the distribution of the funds according to an approved Special Education Funding Allocation Plan. The SELPA Chief Administrative Officer is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The Fiscal Consultant shall develop the Annual Budget Plan for review and recommendation by the SELPA Advisory Committee to the Superintendents' Council for approval. A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council. Upon approval by the Superintendents' Council, these documents shall be submitted to the LEAs and the California Department of Education.

16) PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56195.7(a), 56205 (a)(12)(D)(ii)(III), 56205(b)(1)(C,E), 56205(b)(1)(D), 56303)

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education, throughout the geographic region of the SELPA. Access to services is through each of the local education agencies. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. The local education agencies have committed to policies and procedures to assure that students will have their rights to appropriate supplemental aids and services provided in the least restrictive environment. A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and where appropriate, utilized.

The Local Educational Agencies within the SELPA shall identify on a regular basis any unmet needs for students within the SELPA. With the assistance of the SELPA Chief Administrative Officer and administrative staff, the Local Educational Agency may identify resources within the SELPA that could provide the appropriate services when local educational agencies are unable to provide said services after exhausting the resources within the local educational agency to do so. When special education services are required beyond the programs and services being provided by any local educational agency, the SELPA Chief Administrative Officer along with the local educational agency may develop a plan for consideration by the Superintendents' Council. Any such plan having a fiscal impact on local educational agencies shall be reviewed by the SELPA Advisory Committee prior to consideration by the Superintendents' Council.

17) DEVELOPMENT OF THE ANNUAL SERVICE PLAN (Education Code 56205(b)(2))

West End SELPA is required to submit an "Annual Service Plan" to the California Department of Education. The SELPA shall develop the Annual Service Plan for review by the Community Advisory Committee and approval by the Superintendents' Council. A public meeting shall be held annually to provide the Community Advisory Committee and members of the public

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the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council Upon approval by the Superintendents' Council, these documents shall be submitted to the California Department of Education.

Amendments to the Annual Service and Budget Plans (EC 56205(b)(1))

The governing boards of the local education agencies agree to designate authority to the Superintendents' Council to approve the SELPA-wide annual service and budget plans and any subsequent modifications.

18) MONITORING THE USE OF SPECIAL EDUCATION FUNDS (Education Code 56205(a)(12)(ii)(IV))

It is the intent of the SELPA that the needs of students with disabilities as identified in the IEP shall be met. Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

- 1) For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more nondisabled children benefit from these services.
- 2) To develop and implement a fully integrated and coordinated services system.

The SELPA Chief Administrative Officer, with the assistance of the Responsible Local Agency, shall be responsible for monitoring, on an annual basis, the appropriate use of all funds allocated for special education programs. The Superintendents' Council through the Annual Budget Plan process shall make final determination and action regarding the appropriate use of special education funds.

19) PREPARATION OF PROGRAM AND FISCAL REPORTS (Education Code 56205(a)(12)(D)(ii)(V))

The SELPA Chief Administrative Officer, with the assistance of the Fiscal Consultant, and Responsible Local Agency, shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

20) SELECTION OF REPRESENTATIVES FOR DEVELOPMENT OF THE LOCAL PLAN (Education Code 56195.3)

The Local Plan is developed and updated cooperatively by a committee of representatives of special and general education teachers and administrators and representatives of charter schools selected by the groups they represent and with participation by the chair of the CAC Local Plan Committee to ensure adequate and effective participation and communication. Teacher participants shall be selected by their peers. General education and special education administrators shall be selected by the representative superintendents. Directors of charter schools shall be requested to select a representative to serve on the Local Plan committee

21) PUBLIC PARTICIPATION (Education Code 56205(b)(4))

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan are informed of and invited to a public input meeting to discuss the plan. Notification of the public input meeting date is posted in member school districts for two weeks prior to the meeting date. The Local Plan is also presented as a discussion item at appropriate governance meetings. Members of the public, including parents or guardians of students with disabilities, may address, through standardized procedures, questions or concerns to the governing boards of the local education agencies, the Superintendents' Council, the SELPA Advisory Committee, and any subcommittees of these governance groups.

The SELPA must provide verification that the local plan has been reviewed by the community advisory committee and that the committee had at least 30 days to conduct this review before submission of the local plan to the Superintendents' Council for approval.

22) CONSULTATIONS FOR POLICY AND BUDGET DEVELOPMENT (Education Code 56195.7(a), 56205(a)(12)(c))

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Policy, procedure and budget development matters may be reviewed by the Community Advisory Committee prior to action by the Superintendents' Council. Special education teachers, regular education teachers, administrators and parent members of the CAC participate in regular consultations regarding policy and budget development through input at regularly scheduled CAC meetings.

23) COMMUNITY ADVISORY COMMITTEE (CAC) (Education Code 56205 (a)(12)(C))

Membership in the Community Advisory Committee is by appointment and action of the participating LEA board of education. Each of the WESELPA districts has a board approved policy which outlines the process for nomination, selection and board approval of CAC members and alternates. A continuous effort is maintained to inform and interest parents in participating on the committee. Terms of office are approved as two years, and at least 51 percent of the committee's members are to be parents of special education students. Each CAC member will receive information that outlines the duties and responsibilities of the organization.

Community Advisory Committee (CAC) members serve as liaisons between the local Board of Trustees and the community to improve the quality of education and services for students with disabilities. The School District CAC representatives will consist of parent/guardians and/or staff members who will be selected through a committee process. The number of representatives selected can be less than but not exceed, two representatives and may serve multiple two-year terms. The School District CAC Selection Committee will select the School District parent representatives for CAC. School District CAC parent representatives will be selected through the following committee process:

1. The School District CAC Selection Committee will consist of district and school site personnel.
2. The Administrator or designee at the district school sites may identify and recommend candidates for consideration and review by the committee.
3. The School District CAC Selection Committee will evaluate each candidate's qualifications and select the representatives.
4. Once the candidate(s) are selected by the School District CAC Selection Committee the name(s) will be submitted to the Board for approval.

The SELPA Chief Administrative Officer works collaboratively with the CAC. Officers may request a presentation, discussion, or explanation of any program service provided within the SELPA. The CAC chairperson, in conjunction with other officers, if necessary, may request to present information to any governance body within the SELPA. Additionally, the CAC shall prepare and present an annual report to the SELPA Chief Administrative Officer regarding the status of programs and issues studied by the group. This report, if the individual members wish, may be presented to the board of education which appointed that member. Any concerns or recommendations determined to be of importance by the group may be presented at the CAC or other SELPA governance meetings for consideration in the rewriting of the local plan.

During its annual activities, the CAC will regularly forward communications to all parents of children receiving special education services within the SELPA via the district directors of special education. Parents will be invited to attend any of the regularly scheduled meetings held by the committee. Various programs of interest will be scheduled for presentation. The committee will determine the need to study various issues, and all interested community members will be invited to attend. Input by individual parents, teachers, and others will be encouraged. It will be the goal of the CAC to support all local and regional activities organized on behalf of students with special needs. A listing of their duties is as follows:

- 1) Assist the SELPA in the development and implementation of the local plan for special education.
- 2) Serve as a liaison between community members and the district administrator of special education.
- 3) Raise the community consciousness through parent education programs and increase community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.

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- 4) Provide a forum where needs can be assessed, issues can be raised, and suggestions for change and/or improvement can be discussed and recommendations for action can be made with respect to planning and provision of special education programs and services.
- 5) Provide a parent representative to participate on the committee for the local plan for special education.
- 6) Interact with parent groups and individual students' parents to encourage consistent and continuous attendance of children to their school programs
- 7) Promote and elicit broad community support for special programs and services.
- 8) Submit a written report annually to the West End Superintendents' Council.
- 9) Encourage the establishment of procedures to ensure public access to all written documentation related to state and federal laws, as well as the local plan.

Parent education is facilitated through the network and communication of the Community Advisory Committee. Informative presentations are given during some CAC meetings to provide parent education. In depth parent training series are available through the SELPA to CAC members and all parents in the districts served by the SELPA. The CAC members continuously seek to recruit additional parents to participate in the meetings and activities.

24) COMMUNITY ADVISORY COMMITTEE MEMBERSHIP (Education Code 56205)  
See Appendix C for CAC Bylaws, Section 4.01.

25) BEHAVIORAL INTERVENTIONS FOR SPECIAL EDUCATION STUDENTS (Education Code 3001, 5CCR 3052, CFR 300.346- 300.520, 56341(c)(2))  
The SELPA shall develop procedures regarding behavioral assessment and intervention to guide all staff members and parents in responding to students with challenging behaviors. Behavioral assessment and intervention plans will be considered when a student's disciplinary actions constitute a "change of placement," when behaviors impede the learning of the student or others, and when behaviors occur that are dangerous to the student and others.

The West End SELPA has Policies and Procedures which outline the behavioral interventions for students receiving special education services within the West End SELPA region.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan: [EC 56195.7(i)(j)(1)(2)]

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS (Education Code 56195(b)(3)(c)(2), 56195.1, 56205 (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))

The San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the West End SELPA. It shall be responsible for functions such as, but not limited to:

- 1) Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
- 2) Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
- 3) The employment of staff in accordance with direction from the Superintendents' Council for functions the SELPA is required to provide.

The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

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RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12)(D)(i), 56195.1, 56205(b))

The superintendents of each participating local education agency, or chief official in the case of a Charter School approved as a Local Educational Agency by the SELPA Superintendents' Council, shall be responsible for special education programs operated by the agency and for implementing all requirements of the Local Plan.

A charter school that operates as its own local education agency for special education purposes shall participate in the governance of the SELPA in the same manner as all local education agencies.

The Superintendents' Council shall be responsible for the following areas of Local Plan administration:

- 1) Selection and evaluation of the SELPA Chief Administrative Officer.
- 2) Designation of participants for the SELPA Advisory Committee.
- 3) Establishment and promotion of a Community Advisory Committee.
- 4) Establishment of the number and type of SELPA office staff employed by the SELPA for SELPA-wide services at the recommendation of the SELPA Chief Administrative Officer.
- 5) Review and approve all budgets assigned to the SELPA.
- 6) Provide guidance to the SELPA regarding the development, revision, implementation and review of the Local Plan.
- 7) Review and approve the allocation of special education funds to local education agencies.
- 8) Approve all SELPA policies, regulations, standards, and guidelines.

The Superintendents' Council shall meet on a regular basis according to Brown Act requirements and shall receive and act upon information provided by the SELPA Advisory Committee, Community Advisory Committee, and the SELPA Chief Administrative Officer to assist in the administration of the SELPA. Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the Superintendents' Council at a regularly scheduled meeting.

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS

(Education Code 56195.1, 56195.5) Local education agency boards shall:

- 1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
- 2) By approving the Local Plan, enter into an Agreement for Participation (see Appendix B) with other local education agencies participating in the plan, for purpose of delivery of regional services and programs.
- 3) Review and approve revisions of the West End SELPA Local Plan for Special Education.
- 4) Participate in the governance of the West End SELPA through their designated representative to the Superintendents' Council. The governing boards provide the designated Superintendents' Council member with the authority to act as the board designee to approve and amend policies as necessary.

If the San Bernardino County Superintendent of Schools provides services to more than one SELPA within the county, relevant provisions of contracts between the county office and its employees governing wages, hours, and working conditions shall supersede like provisions contained in any other plan submitted.

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY ADMINISTRATORS

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

Local education agency administrators of special education are responsible for the coordination of special education service and programs within their agencies and for the implementation of the Local Plan.

A. SELPA Advisory Committee

Purpose: The SELPA Advisory Committee is comprised of local education agency administrators of special education and LEA



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staff who are knowledgeable in the area of special education programs and finance, and the superintendent of Mt. Baldy School District. They are responsible for the coordination of special education service and programs within their agencies, distribution and monitoring of funds within their agencies, and for the implementation of the Local Plan within their agencies. The SELPA Advisory Committee provides input on policies and procedures, which are presented to the Superintendents' Council for approval.

B. Membership: The eight (8) LEAs appoint an appropriate administrator of special education programs and a person who is knowledgeable in the area of special education finance to membership on the SELPA Advisory Committee. Additionally, the committee will include the superintendent of Mt. Baldy School District. No standing alternates are accepted. Emergency alternates may be selected for specific meetings.

C. Voting: Each member shall have one vote. The member or the emergency alternate must be present to cast his/her vote unless the Committee determines otherwise by its action. A quorum consists of nine (9) of the 17 voting members.

D. Chairperson: The WESELPA Chief Administrative Officer and the WESELPA (Finance) Consultant will function as co-chairperson of the Committee. In the absence of either co-chairperson, the WESELPA Program Manager may serve as co-chairperson. The WESELPA Administrative Assistant will function as secretary to the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide for informed decision-making.

E. Meetings: The Committee will have a minimum of five meetings per year. Special meetings may be scheduled as the membership deems necessary.

F. Committees: The SELPA Advisory Committee will have no standing subcommittees. Special subcommittees or work groups may be formed for limited and specific purposes as determined necessary by the WESELPA Chief Administrative Officer.

A charter school that has been approved to operate as its own local education agency for special education purposes shall be represented on the SELPA Advisory Committee and Superintendents' Council in the same manner as all local education agencies.

The West End policy making process includes input from all governance committees on behalf of the member LEAs. These SELPA convened meetings provide a forum where needs can be assessed, issues can be raised, and suggestions for change and/or improvement can be discussed and recommendations for action can be made with respect to planning and provision of special education programs and services. The WESELPA has established policies and procedures that are reviewed and updated.

When a new policy or policy change is being considered, the matter is reviewed by the Community Advisory Committee and SELPA Advisory Committee, for input. The final decision to adopt a new policy or revision to an existing policy is determined by vote of the Superintendents' Council.

- 4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan: [EC 56195.1(c); EC 56205(a)(12)(D)(i); EC 56195.5]

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS (Education Code 56195(b)(3)(c)(2), 56195.1, 56205 (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))

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The San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the West End SELPA. It shall be responsible for functions such as, but not limited to:

- 1) Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
- 2) Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
- 3) The employment of staff in accordance with direction from the Superintendents' Council for functions the SELPA is required to provide.

The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

It is the responsibility of the San Bernardino County Superintendent of Schools to:

- 1) Post on the Internet Web site of the county office any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the county office, and any updates or revisions to the plans upon approval of the county office.

Education Code 56140 specifies the following responsibilities for the SELPA Local Plan Approval Process:

- (a) Initiate and submit to the Superintendent a countywide plan for special education that demonstrates the coordination of all local plans submitted pursuant to Section 56205 and that 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 districts, community schools operated by county offices of education, and juvenile court schools, will have access to appropriate special education programs and related services.

However, a county office shall not be required to submit a countywide plan when all the districts within the county elect to submit a single local plan.

- (b) Within 45 days, approve or disapprove any proposed local plan submitted by a district or group of districts within the county or counties. If approved, the county office shall submit the plan with comments and recommendations to the Superintendent. If disapproved, the county office shall return the plan with comments and recommendations to the district. The district may immediately appeal to the Superintendent to overrule the county office's disapproval. The Superintendent shall make a decision on an appeal within 30 days of receipt of the appeal. A local plan shall not be implemented without approval of the plan by the county office or a decision by the Superintendent to overrule the disapproval of the county office.

Approval shall be based on the capacity of the district or districts to ensure that special education programs and services are provided to all individuals with exceptional needs, and both of the following:

- 1) Whether the local plan adheres to the guidelines established pursuant to Section 56122 for the development of local plans.
  - 2) Whether the local plan contains all of the required components as detailed in Section 56205.
- (c) Participate in the state onsite review of the district's implementation of an approved local plan.
  - (d) Join with districts in the county that elect to submit a plan or plans pursuant to subdivision (c) of Section 56195.1. Any plan may include more than one county, and districts located in more than one county. Nothing in this subdivision shall be construed to limit the authority of a county office to enter into other agreements with these districts and other districts to provide services relating to the education of individuals with exceptional needs.

- (e) For each special education local plan area located within the jurisdiction of the county office of education that has submitted a revised local plan pursuant to Section 56836.03, the county office shall comply with Section 48850, as it relates to individuals with exceptional needs, by making information on educational options available to agencies that

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5. Does the SELPA have policies and procedures that allow for the participation of charter schools in the local plan? [EC 56207.5]

- Yes
- No

If No, explain why the SELPA does not have the policy and procedures.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan: [EC 56194(a)(b)(d); EC 56195.9(a)]

RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12 (D)(i), 56195.1, 56205(b))  
 The superintendents of each participating local education agency, or chief official in the case of a Charter School approved as a Local Educational Agency by the SELPA Superintendents' Council, shall be responsible for special education programs operated by the agency and for implementing all requirements of the Local Plan.

The Superintendents' Council shall be responsible for the following areas of Local Plan administration:

- 1) Selection and evaluation of the SELPA Chief Administrative Officer.
- 2) Designation of participants for the SELPA Advisory Committee.
- 3) Establishment and promotion of a Community Advisory Committee.

SELECTION OF REPRESENTATIVES FOR DEVELOPMENT OF THE LOCAL PLAN  
 (Education Code 56195.3)  
 The Local Plan is developed and updated cooperatively by a committee of representatives of special and general education teachers and administrators and representatives of charter schools selected by the groups they represent and with participation by the chair of the CAC Local Plan Committee to ensure adequate and effective participation and communication. Teacher participants shall be selected by their peers. General education and special education administrators shall be selected by the representative superintendents. Directors of charter schools shall be requested to select a representative to serve on the Local Plan committee

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC: [EC 56205(a)(12)(E); EC 56205(b)(7)]

SELECTION OF REPRESENTATIVES FOR DEVELOPMENT OF THE LOCAL PLAN  
 (Education Code 56195.3)  
 The Local Plan is developed and updated cooperatively by a committee of representatives of special and general education teachers and administrators and representatives of charter schools selected by the groups they represent and with participation by the chair of the CAC Local Plan Committee to ensure adequate and effective participation and communication. Teacher participants shall be selected by their peers. General education and special education administrators shall be selected by the representative superintendents. Directors of charter schools shall be requested to select a representative to

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serve on the Local Plan committee.

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan: [EC 56836.01(a)(b); EC 56205(a)(12)(D)(ii); EC 56195(b)(3); EC 56030]

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS (Education Code 56195(b)(3)(c)(2), 56195.1, 56205 (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))

The San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the West End SELPA. It shall be responsible for functions such as, but not limited to:

- 1) Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
- 2) Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
- 3) The employment of staff in accordance with direction from the Superintendents' Council for functions the SELPA is required to provide.

The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

Participating Units in the Local Plan shall perform the following:

Provide individuals to represent the Participating Unit at regularly scheduled meetings of the SELPA Advisory Committee, and to monitor the implementation of the Local Plan and make necessary recommendations for Local Plan modifications to the SELPA.

The RLA will provide the following services:

- A. The prior year ending balance remaining in the SELPA Services Account shall be returned by transfer from the SELPA to the Participating Unit at such time as the Annual Financial Reports have been completed by the SELPA, reported to the RLA, and filed with the California Department of Education. No funds shall be transferred until such time as the prior year ending balance has been returned to the Participating Units in accordance with this section. The amount to be transferred to each Participating Unit shall be in proportion to the Participating Unit contribution of the prior year.
- B. A supporting personnel system will be provided for contacting, recruiting, and employing necessary SELPA staff to comply with state law, the Local Plan, and Superintendents' Council decisions. The personnel will be employees of the RLA and responsive to the same policies as other members of that office.
- C. The RLA will provide support to the SELPA for completion of necessary operational contractual arrangements, and for a purchasing process for obtaining necessary equipment, materials, and supplies to meet outlined responsibilities. These business procedures will comply with all necessary policies and procedures of the RLA fiscal management system.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan: [EC 56195.7. EC 56195.1(b)(c)]

GOVERNANCE STRUCTURE AND ADMINISTRATIVE SUPPORT (Education Code 56140, 56195, 56195.1, 56195.3,

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56195.5))

The local education agencies within the West End of San Bernardino County join together pursuant to Sections 56140 and 56195 of the California Education Code to adopt a plan to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the West End Special Education Local Plan Area, West End SELPA. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

RESPONSIBILITY OF PARTICIPATING AGENCIES (Education Code 56195.1(b)(2), 56195.5, 56207)

In adopting the Local Plan, each participating local education agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where that local education agency of the SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout the West End SELPA.

Any participating local education agency may provide for the education of special education students in special education programs maintained by other districts or counties and may include within the special education program students who reside in other districts or counties.

Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:

Coordinate community and state agency resources with those provided by Participating Units and the RLA, including initiation of such contractual agreements as may be required.

Each district of special education accountability is responsible for the students within their jurisdiction. There are no additional contractual agreements that supersede education code.

10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process: *[EC 56205(a)(12)(D)(i)]*

GOVERNING BODY (Education Code 56205(a)(12)(A), 56207.5)

The governing body of the SELPA is the Superintendents' Council. The Superintendents' Council is composed of the Superintendent of each Local Education Agency (LEA) within the SELPA. Members of the Superintendents' Council are responsible to the governing board of their respective local education agency.

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS

(Education Code 56195.1, 56195.5) Local education agency boards shall:

- 1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by

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the agency.

- 2) By approving the Local Plan, enter into an Agreement for Participation (see Appendix B) with other local education agencies participating in the plan, for purpose of delivery of regional services and programs.
- 3) Review and approve revisions of the West End SELPA Local Plan for Special Education.
- 4) Participate in the governance of the West End SELPA through their designated representative to the Superintendents' Council. The governing boards provide the designated Superintendents' Council member with the authority to act as the board designee to approve and amend policies as necessary

### b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan: [EC 56205(a)(12)(D)(i)]

The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

#### RESPONSIBILITY OF PARTICIPATING AGENCIES (Education Code 56195. 1(b)(2),56195.5,56207

In adopting the Local Plan, each participating local education agency agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where that local education agency of the SELPA has granted that charter. In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout the West End SELPA.

Any participating local education agency may provide for the education of special education students in special education programs maintained by other districts or counties and may include within the special education program students who reside in other districts or counties.

Changes or amendments to the permanent portion of the Local Plan, which excludes Appendices only, may be considered by the Superintendents' Council. The Superintendents' Council may adopt amendments to the permanent portion of the Local Plan on an interim basis, which is not to exceed one school year. Amendments approved in this manner shall become permanent upon subsequent approval by all local education agencies governing boards and the State Board of Education.

AB 1808 requires each school district, in developing a local plan, to cooperate with the county office of education to assure that the local plan is compatible with the local control and accountability plans adopted for the school district and the county board of education. The bill would require, commencing July 1, 2020, a special education local plan area to review its local plan at least once every 3 years and update as needed to ensure information contained within the plan remains relevant and accurate.

AB 1808 requires the superintendent or other chief administrator of a local educational agency to post on the Internet Web site of the local educational agency any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the special education local plan area, and any updates or revisions to the plans upon approval of the special education local plan area.

AB 1808 requires a county superintendent of schools to post any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the county office of education, and all local plans submitted by special education local plan areas in the county, on the Internet Web site of the county office of education.

By adding to the duties of local educational agencies, the bill imposes a state-mandated local program.

#### WITHDRAWAL FROM SELPA (Education Code 56195.3(b)

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A member LEA will cooperate with the county office and other school districts in the geographic area in planning its options under EC 56195.1 and each fiscal year, notify the California Department of Education, impacted special education local plan areas, and participating county offices of its intent to withdraw from the SELPA at least one year prior to the proposed effective date of the implementation of the alternative plan. Any such plan will be submitted to the county office for review in accordance with guidelines approved by the Superintendents' Council.

Any district initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained by the LEA or SELPA to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from SELPA or program transfer within the SELPA shall be born entirely by the district initiating the change.

When the local plan is revised, each LEA governing board must approve the plan in order for the district to continue as a participant in the West End SELPA. When an LEA board does not approve the plan, the LEA will have the opportunity to bring its concerns to the Superintendents' Council for review. Subsequently, the Council may determine a deadline for the LEA governing board to approve the plan or be terminated from the SELPA. If the LEA does not meet the deadline, the Council may consider this as notice to withdraw from the SELPA. If the district does not submit its intent to withdraw, the Council may notify the district and the California Department of Education of its intent to move forward with the termination.

In the event a district is terminated, the district shall bear the total cost of consultants retained by the LEA and the SELPA to provide a thorough analysis of legal or fiscal implications caused by this action. In addition, all costs, including but not limited to due process, associated with the termination from the SELPA shall be born entirely by the district being terminated.

c. The responsibilities of district and county administrators of special education in coordinating the administration of the local plan: [EC 56205(a)(12)(D)(i)]

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS  
(Education Code 56195.1, 56195.5)

Local education agency boards shall:

Participate in the governance of the West End SELPA through their designated representative to the Superintendents' Council. The governing boards provide the designated Superintendents' Council member with the authority to act as the board designee to approve and amend policies as necessary.

SELPA STAFFING (Education Code 56205 (a) (12)(D)(ii))

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Responsible Local Agency (RLA) for the administration of the Local Plan and its implementation. The boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

The governing boards of the local education agencies identify the importance of employment of program specialists to provide unique and necessary services to the agencies and to pupils in the SELPA. Program specialists shall provide the following services:

- 1) Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
- 2) Utilize evidence-based data to plan programs, coordinate curricular resources and share in the evaluation of the

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effectiveness of programs for children with disabilities.

- 3) Assist with local education agency staff development, program development and innovation of special methods and approaches.
- 4) Provide coordination, consultation and program development in one or more specialized areas of expertise.
- 5) Upon request, participate in and/or conduct IEP team meetings where technical assistance is needed.
- 6) Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
- 7) Assist in developing training for parents and members of the Community Advisory Committee.
- 8) Provide in-service training and technical assistance for general and special education teachers, administrators, support staff and parents
- 9) Assist as a liaison to various community agencies such as Department of Behavioral Health, Department of Rehabilitation, Inland Regional Center, California Children's Services, and the Probation Department.
- 10) Conduct nonpublic school visitations to verify students are making appropriate educational progress in accordance with the IEP.

RESPONSIBILITIES FOR DISTRIBUTION OF FEDERAL AND STATE FUNDS

(Education Code 56195, 56195.1 (b) (3))

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

Amendments to the Annual Service and Budget Plans (EC 56205(b)(1))

The governing boards of the local education agencies agree to designate authority to the Superintendents' Council to approve the SELPA-wide annual service and budget plans and any subsequent modifications.

Composition

The Community Advisory Committee shall be composed of one designated parent representative and one alternate from each district participating in the West End SELPA, three teachers or other district staff members, one community agency representative, and one student representative

At least the majority of the members shall be parents of students enrolled in schools participating in the Local Plan, and at least a majority of those parents shall be parents of students with exceptional needs. The selection process is determined by each district as approved by its Governing Board.

Any member who misses three consecutive regular meetings in the year without due cause, as determined by the Committee members, may be recommended for replacement to their local governing board. Excused absences are accepted when a member has notified an Executive Committee member of a valid reason for the absence.

In the event a member misrepresents the CAC goals and objectives, or procedures as outlined in Article III and VI of the body's bylaws, the CAC Executive Committee may recommend replacement of the member to the local governing board.



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11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan: [EC 56205(a)(12)(D)(ii)(I)]

The Superintendents' Council shall be responsible for the selection, direction, monitoring, discipline, and evaluation of the SELPA Chief Administrative Officer. The Superintendents' Council shall be assisted in the hiring and selection process by the Responsible Local Agency. It is understood that this includes responsibility for any allegations of violations arising under the federal and state equal employment law.

The SELPA Chief Administrative Officer is subject to the Responsible Local Agency's policies and the SELPA Chief Administrative Officer is subject to the Responsible Local Agency's policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the Superintendents' Council. The SELPA Chief Administrative Officer is evaluated by the superintendents of the member LEAs through a written document provided by the SBCSS Superintendent's office. The results are compiled, and a joint committee comprised of the Responsible Local Agency Superintendent and two other superintendents chosen by their peers from the Superintendents' Council meet with the SELPA Chief Administrative Officer to review the results and comments.

SELPA Staff

The Superintendents' Council shall be responsible for designating the staff to support the functioning of the SELPA. In reviewing and approving the SELPA budgets on an annual basis, the Superintendents' Council designates the staffing for the SELPA office upon recommendation of the SELPA Chief Administrative Officer.

SELPA staff shall be employed by the Responsible Local Agency and supervised by the SELPA Chief Administrative Officer according to the Responsible Local Agency's policy and practices. The SELPA Chief Administrative Officer shall use a selection process that is in accordance with the law and personnel policies of the Responsible Local Agency.

The supervision of West End SELPA staff will be determined by the SELPA Chief Administrative Officer. An organizational chart showing the staff to be supervised by the members of the SELPA management team will be provided to the governance committees annually.

b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA: [EC 56205(a)12(D) (ii)(II); EC 56195.7(i)]

METHOD OF DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code 56205(a)(12)(D)(ii), 56205 (b)(1) and 56195 (h))

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

RESPONSIBILITIES FOR DISTRIBUTION OF FEDERAL AND STATE FUNDS (Education Code 56195, 56195.1 (b) (3))

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

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

The fiscal Consultant shall develop the Annual Budget Plan for review and recommendation by the SELPA Advisory Committee to the Superintendents' Council for approval. A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council. Upon approval by the Superintendents' Council, these documents shall be submitted to the LEAs and the California Department of Education.

The RLA will be one of the participating parties as determined by vote of the Superintendents' Council. The RLA will receive and distribute Regional Services dollars; employ personnel necessary to staff the WESELPA; and assure compliance with state and federal program mandates through policies and guidelines formed by the Superintendents' Council. The RLA Superintendent will assure compliance with the Local Plan as submitted to the State Department of Education.

c. The operation of special education programs: [EC 56205(a)(12)(D)(ii)(III)]

In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the local education agency of residence programs. Such cooperation ensures that a range of program options is available throughout the West End SELPA.

Any participating local education agency may provide for the education of special education students in special education programs maintained by other districts or counties and may include within the special education program students who reside in other districts or counties.

The superintendents of each participating local education agency, or chief official in the case of a Charter School approved as a Local Educational Agency by the SELPA Superintendents' Council, shall be responsible for special education programs operated by the agency and for implementing all requirements of the Local Plan.

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS  
(Education Code 56195.1, 56195.5) Local education agency boards shall:

- 1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
- 2) By approving the Local Plan, enter into an Agreement for Participation (see Appendix B) with other local education agencies participating in the plan, for purpose of delivery of regional services and programs.

COMMUNITY ADVISORY COMMITTEE (CAC) (Education Code 56205 (a)(12)(C)  
Provide a forum where needs can be assessed, issues can be raised, and suggestions for change and/or improvement can be discussed and recommendations for action can be made with respect to planning and provision of special education programs and services.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs: [EC 56205(a)(12)(D)(ii)(IV)]

RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12 (D)(i), 56195.1, 56205(b))

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As it pertains to the appropriate use of federal, state and local funds allocated for special education programs, the responsibilities of the superintendents include the following:

- Review, approve, and monitor all budgets assigned to the SELPA.
- Provide leadership to the SELPA regarding the development, revision, implementation and review of the Local Plan.
- Review, approve, and monitor the allocation of special education funds to local education agencies.

MONITORING THE USE OF SPECIAL EDUCATION FUNDS (Education Code 56205(a)(12)(ii)(IV))

It is the intent of the SELPA that the needs of students with disabilities as identified in the IEP shall be met. Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

- 1) For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.
- 2) To develop and implement a fully integrated and coordinated services system.

The SELPA Chief Administrative Officer, with the assistance of the Responsible Local Agency, shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. The Superintendents' Council through the Annual Budget Plan process shall make final determination and action regarding the appropriate use of special education funds.

**12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments: [EC 56206]**

REGIONALIZED SERVICES AND OPERATIONS (Education Code 56195.1 56195.7, 56205, 56206)

The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including the following regional services and operations:

Coordination of the distribution and assignment of specialized equipment and services

Program specialists shall work collaboratively with member local educational agencies to provide support for the assessment of student needs for assistive technology or specialized equipment in the least restrictive environment.

Specialized equipment and services will be provided at the site where the Individualized Education Program (IEP) team has determined provides the program where the student with a free and appropriate public education in the least restrictive environment.

PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56195.7(a), 56205 (a)(12)(D)(ii)(III), 56205(b)(1)(C,E), 56205(b)(1)(D), 56303)

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education, throughout the geographic region of the SELPA. Access to services is through each of the local education agencies. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. The local education agencies have committed to policies and procedures to assure that students will have their rights to appropriate supplemental aids and services provided in the least restrictive environment. A student shall be referred for special educational instruction and services only after the resources of the general education program have been

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considered and where appropriate, utilized.

PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56140)

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education programs including opportunity schools and classes, community schools offered by districts, community schools offered by county offices of education, and juvenile court schools throughout the geographic region of the SELPA. Access to services is through each of the local education agencies. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. The local education agencies have committed to policies and procedures to assure that students will have their rights to appropriate services provided in the least restrictive environment.

PROGRAM TRANSFERS WITHIN THE SELPA (Education Code 56207)

Any LEA initiating a transfer of educational programs and services already in operation within the SELPA shall follow appropriate Education Codes. In the event an LEA desires to initiate program or services transfers, a transfer planning committee made up of two SELPA governance/committee members and the SELPA Chief Administrative Officer shall be designated to address, at a minimum, all of the following: pupil needs, the availability of the full continuum of services to affected pupils, the functional continuation of the current IEPs of all affected pupils, the provision of service in the least restrictive environment from which affected pupils can benefit, the maintenance of appropriate support services, the assurance that there will be compliance with federal and state laws and regulations as well as SELPA policies, and the means through which parents and staff were represented in the planning process.

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

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

**Policies, Procedures, and Programs**

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether or not, each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers (If applicable. Leave blank if not applicable); the document title; and the physical location where the policy can be found.

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**1. Free Appropriate Public Education: 20 USC Section 1412(a)(1); EC 56205(a)(1)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this 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." The policy is adopted by the SELPA as stated:

Yes  No

**2. Full Educational Opportunity: 20 USC Section 1412(a)(2); EC 56205(a)(2)**

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

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**3. Child Find: 20 USC Section 1412(a)(3); EC 56205(a)(3)**

Policy/Procedure Number:

Document Title:

Document Location:

"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, 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." The policy is adopted by the SELPA as stated:

Yes  No

**4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP): 20 USC Section 1412(a)(4); EC 56205(a)(4)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 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 USC Section 1414 (d). It shall be the policy of this LEA that an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

Yes  No

**5. Least Restrictive Environment: USC Section 1412(a)(5); EC 56205(a)(5)**

Policy/Procedure Number:

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Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

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### 6. Procedural Safeguards: 20 USC Section 1412(a)(6); EC 56205(a)(6)

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

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### 7. Evaluation: 20 USC Section 1412(a)(7); EC 56205(a)(7)

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

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**8. Confidentiality: 20 USC Section 1412(a)(8); EC 56205(a)(8)**

Policy/Procedure Number:

Document Title:

Document Location:

"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, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes  No

**9. Part C to Part B Transition: 20 USC Section 1412(a)(9); EC 56205(a)(9)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 USC Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

Yes  No

**10. Private Schools: 20 USC Section 1412(a)(10); EC 56205(a)(10)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their



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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." The policy is adopted by the SELPA as stated:

Yes  No

**11. Local Compliance Assurances: 20 USC Section 1412(a)(11); EC 56205(a)(11)**

Policy/Procedure Number:

Document Title:

Document Location:

"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 EC, Part 30." The policy is adopted by the SELPA as stated:

Yes  No

**12. Interagency: 20 USC Section 1412(a)(12); EC 56205(a)(12)(D)(iii)**

Policy/Procedure Number:

Document Title:

Document Location:

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"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." The policy is adopted by the SELPA as stated:

Yes  No

**13. Governance: 20 USC Section 1412(a)(13); EC 56205(a)(12)**

Policy/Procedure Number:

Document Title:

Document Location:

"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 Education Agency." The policy is adopted by the SELPA as stated:

Yes  No

**14. Personnel Qualifications; EC 56205(a)(13)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, 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

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(CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

Yes  No

**15. Performance Goals and Indicators: 20 USC Section 1412(a)(15); EC 56205(a)(14)**

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

**16. Participation in Assessments: 20 USC Section 1412(a)(16); EC 56205(a)(15)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as stated:

Yes  No

**17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17); EC 56205(a)(16)**

Policy/Procedure Number:

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Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

**18. Maintenance of Effort: 20 USC Section 1412(a)(18); EC 56205(a)(17)**

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

**19. Public Participation: 20 USC Section 1412(a)(19); EC 56205(a)(18)**

Policy/Procedure Number:

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Policy/Procedure Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

### 20. Suspension and Expulsion: 20 USC Section 1412(a)(22); EC 56205(a)(19)

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

### 21. Access to Instructional Materials: 20 USC Section 1412(a)(23); EC 56205(a)(20)

Policy/Procedure Number:

Document Title:

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Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

### 22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24); EC 56205(a)(21)

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

Yes  No

### 23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25); EC 56205(a)(22)

Policy/Procedure Number:

Document Title:

Document Location:

"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." The policy is adopted by the SELPA as stated:

Yes  No

### Administration of Regionalized Operations and Services

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Pursuant to EC sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the document title and the location (e.g., SELPA office) for each function.”

1. Coordination of the SELPA and the implementation of the local plan:

Document Title:

WESELPA  
Local Plan, p 9 #1  
Governing Body  
LP. p. 14 -  
Admin  
  
WESELPA  
Local Plan, p 19  
LP p.11 #7  
  
Gov and Admin p 14  
West End SELPA Local  
  
Plan – Governance and Admin.  
  
P 12 #8  
  
Page 13

Document Location:

**Direct Instructional support provided by the program specialist:** Not applicable.  
  
**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.  
  
**Role of the Chief Administrative Officer of the SELPA:** The SELPA Chief Administrative Officer will ensure that the local plan is implemented and will make recommendations to the Superintendents' Council when revisions are needed. The SELPA Chief Administrative Officer facilitates development and approval of SELPA policies and procedures necessary to implement the local plan.  
  
Per the West End SELPA Local Plan  
The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including the following regional services and operations:  
The West End SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

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Description:

**Role of the individual LEAs:** Ensure a full continuum of services is available in order to provide a free and appropriate public education to all students with disabilities for whom they are responsible. The individual LEAs, through the representative to the Superintendents' Council, will recommend approval of any policies and procedures needed to implement the local plan.

Per the West End SELPA Local Plan:

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Responsible Local Agency (RLA) for the administration of the Local Plan and its implementation. The boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12 (D)(i), 56195.1, 56205(b)) include the following:

- (5) Review, approve, and monitor all budgets assigned to the SELPA.
- (6) Provide leadership to the SELPA regarding the development, revision, implementation and review of the Local Plan.
- (7) Review, approve, and monitor the allocation of special education funds to local education agencies.

10. SELPA Advisory Committee  
 Purpose: The SELPA Advisory Committee is comprised of local education agency administrators of special education and LEA staff who are knowledgeable in the area of special education programs and finance, and the superintendent of Mt. Baldy School District. They are responsible for the coordination of special education service and programs within their agencies, distribution and monitoring of funds within their agencies, and for the implementation of the Local Plan. The SELPA Advisory Committee provide input on policies and procedures, which are presented to the Superintendents' Council for approval.

2. Coordinated system of identification and assessment:

Document Title:

Local Plan, p2

WESELPA  
 Local Plan, p 13, 19

WESELPA  
 Local Plan, p.15

WESELPA  
 Local Plan, p.17

WESELPA  
 Local Plan, p.19



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WESELPA  
Local Plan, p.22

WESELPA  
Local Plan, p. 30

Document Location:

**Direct Instructional support provided by the program specialist:** Observe, consult and assist service providers.

**Role of the RLA/AU: Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** Ensure each LEA conducts child find activities. The SELPA will provide technical support to LEAs and guidance to parents, as needed. The SELPA will also participate in child find activities by establishing policies and procedures for the member LEAs and ensuring appropriate interagency agreements are in place.

CHILD FIND (20 USC § 1412 (a)(3))  
It shall be the policy of this SELPA and the member 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 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.

**SELPA Advisory Committee:**  
Purpose: The SELPA Advisory Committee is comprised of local education agency administrators of special education and LEA staff who are knowledgeable in the area of special education programs and finance, and the superintendent of Mt. Baldy School District. They are responsible for the coordination of special education service and programs within their agencies, distribution and monitoring of funds within their agencies, and for the implementation of the Local Plan. The SELPA Advisory Committee provide input on policies and procedures, which are presented to the Superintendents' Council for approval.

(Program Manager) Inherent to this assignment is dissemination of information and initiation of procedures that ensure compliance with all parent/child rights requirements. These include availability of parent/child rights notices, equal access to programs, correction of identified program/service problems, and compliance with mandated timelines for assessment and placement of children.

Vocational Assessment and Transition Planning  
School-to-work activities are provided through vocational assessment, WorkAbility activities, and on- the-job training opportunities, when appropriate, as well as linkage to the

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Description:

Department of Rehabilitation. A "Work Project" program provides work from the community to be completed in the classroom setting as appropriate. Transition planning is developed as part of the IEP process.

PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56195.7(a), 56205 (a)(12)(D)(ii)(III), 56205(b)(1) (C.E), 56205(b)(1)(D), 56303)

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education, throughout the geographic region of the SELPA. Access to services is through each of the local education agencies. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. The local education agencies have committed to policies and procedures to assure that students will have their rights to appropriate supplemental aids and services provided in the least restrictive environment. A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and where appropriate, utilized

BEHAVIORAL INTERVENTIONS FOR SPECIAL EDUCATION STUDENTS (Education Code 3001, 5CCR 3052, CFR 300.346-300.520, 56341(c)(2))

The SELPA shall develop procedures regarding behavioral assessment and intervention to guide all staff members and parents in responding to students with challenging behaviors. Behavioral assessment and intervention plans will be considered when a student's disciplinary actions constitute a "change of placement," when behaviors impede the learning of the student or others, and when behaviors occur that are dangerous to the student and others.

The West End SELPA has Policies and Procedures which outline the behavioral interventions for students receiving special education services within the West End SELPA region.

The SELPA provides a full continuum of services to students with disabilities, including students in charter schools as well as alternative education programs including opportunity schools and classes, community schools offered by districts, community schools offered by county offices of education, and juvenile court schools throughout the geographic region of the SELPA. Access to services is through each of the local education agencies. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. The local education agencies have committed to policies and procedures to assure that students will have their rights to appropriate services provided in the least restrictive environment

**Role of the individual LEAs:** Each LEA is responsible for identifying and assessing all students for whom they are responsible.

3. Coordinated system of procedural safeguards:

Document Title: WESELPA BP 6159.1

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Document Location:

[Empty text box]

**Direct Instructional support provided by the REST Department:** The Parent Outreach Representative provides alternate dispute resolution with districts as requested by parents and/or districts. The program specialists assure procedural safeguards by providing technical assistance and guidance on forms and procedures to LEAs in the areas of assessment, identification, and placement.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA provides alternate dispute resolution with districts as requested by parents. The SELPA assists parents with filing complaints with the Office of Administrative Hearings when requested. The SELPA also assures procedural safeguards by providing technical assistance and guidance on forms and procedures to LEAs in the areas of assessment, identification, and placement. The SELPA will also provide parents with a copy of their procedural safeguards upon request and will maintain a copy on their website.

**Role of the individual LEAs:** The LEAs provide procedural safeguards to parents consistent with the education code, assist parents with understanding them, and ensure that they are implemented. The LEAs assist parents with filing complaints with the Office of Administrative Hearings when requested.

Per the West End SELPA Local Plan:

The Superintendents' Council desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

Description:

It shall be the policy of the LEAs that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education (FAPE), including the identification, evaluation, and placement process. The LEAs shall protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law.

Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation. Procedural Safeguards are provided by CDE, at least once a school year, including the right to a due process hearing for any dispute related to identification, assessment or educational placement of a child or the provision of a free, appropriate public education to the child. In order to protect the rights of students with disabilities and their parents/guardians, the West End SELPA and its member districts shall follow all procedural safeguards as set forth in law.

Procedural Safeguards

- A copy of the procedural safeguards shall be made available to parents/guardians of students with a disability once each school year, and:
- Upon initial referral or parent/guardian request for assessment
- With the provision of any assessment plan

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- Upon receipt of the first state compliance complaint and upon receipt of the first due process complaint in a school year
  - When a decision is made to remove a student because of a violation of a code of conduct which constitutes a change of placement
  - Upon request by a parent/guardian.
- The procedural safeguards notice shall be in a language easily understood by the general public and in the parent/guardian's native language or other mode of communication used by them, unless to do so is clearly not feasible. If the native language or other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means and that the parent/guardian understands the contents of the notice.

4. Coordinated system of staff development and parent and guardian education:

Document Title:

WESELPA  
Local Plan, p 42

WESELPA  
Local Plan, p 12, 13

WESELPA  
Local Plan, p 16

WESELPA  
Local Plan,  
Gov and Admin,Item 23

CAC Bylaws, Section 7.2.3

Document Location:

**Direct Instructional support provided by the program specialist:** Support and/or provide staff development, program development, and innovation of special methods and approaches.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** On an annual basis input is collected from the Special Education Directors from member LEAs to determine the staff development needs that the SELPA is requested to provide. On an annual basis, the Community Advisory Committee will provide input on the parent and guardian education needs. The SELPA Chief Administrative Officer will provide needed training and supports as requested, or determined appropriate, for each LEA.

Per the West End SELPA Local Plan:

Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan,

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facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, providing for the regular in-service training and staff development of SELPA staff responsible for the operation and conduct of the Local Plan.

**Role of the individual LEAs:** LEAs will determine their staff development and parent and guardian education, based on their local needs. They may seek technical assistance or input from the SELPA.

Per the West End SELPA Local Plan:

The LEA Directors of Special Education recommend and monitor inservice/staff development programs, including parent education activities, for review, modification, and approval by the Superintendents' Council.

The West End SELPA program manager is responsible for SELPA-wide staff and curriculum development activities. This individual interacts with all local districts to determine staff development needs, initiate training activities/programs, and manage resources available to support staff development training and transition services for all individuals who are responsible for special education and for youth with disabilities. Activities are initiated through the SELPA Advisory Committee as well as with various teacher/administrator groups.

Community Advisory Committee. Informative presentations are given during some CAC meetings to provide parent education. In depth parent training series are available through the SELPA to CAC members and all parents in the districts served by the SELPA. The CAC members continuously seek to recruit additional parents to participate in the meetings and activities.

Parent and Community Education Committee - The Parent and Community Education Committee will assist in educating students, parents, school staff, and the community about individuals with exceptional needs through newspapers, newsletter articles, and organized educational presentations. It will coordinate with the SELPA to plan and deliver training topics and/or presenters for the full CAC. Members will assist and participate, when appropriate and available, with in-service activities, parent education, and any CAC training.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Document Title:

WESELPA  
Local Plan, p 20

WESELPA  
Local Plan, p 28

WESELPA

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Local Plan, p 42

Document Location:

**Direct Instructional support provided by the program specialist:** The program specialist will coordinate curricular resources for students with disabilities.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West

End SELPA. Per the West End SELPA Local Plan:

The Superintendents' Council shall adopt policies to describe program and service options available in the SELPA. Innovative service designs or the piloting of new options is encouraged, however after one year of operation, the LEA providing the service must present the new service delivery model to the Superintendents' Council for adoption. The Superintendents' Council may provide guidelines for staffing patterns, student patterns, curriculum, and/or instructional methodology

**Role of the Chief Administrative Officer of the SELPA:** The SELPA Chief Administrative Officer will provide technical assistance and staff development, as requested or determined appropriate.

**Role of the individual LEAs:** LEAs will determine their needs for curriculum development and alignment with the core curriculum, based on their local needs

Per the West End SELPA Local Plan:

To ensure positive student outcomes in literacy, West End SELPA follows the Common Core State Standards and the Reading/Language Arts Framework for California Public Schools, Kindergarten through Grade Twelve, and state adopted literacy standards. The districts and the SELPA strive for student progress toward grade level performance. Students with severe disabilities who require a functional curriculum receive instruction for literacy and communication based upon standards from an alternate curriculum. The West End SELPA goals for literacy are to:

- (1) Increase the percentage of children with disabilities who are literate and achieve at grade level
- (2) Improve the rate of reading gain for students in special education achievement of grade level reading
- (3) Have qualified staff who provide evidence-based strategies and use the California Reading/Language Arts Framework and Standards or the state supported alternate curriculum for students with severe disabilities
- (4) Support collaboration between special and general education to provide explicit, systematic instruction for special education and at-risk students
- (5) Support ongoing assessment to measure student progress and to provide a prescriptive basis for instruction
- (6) Prepare students to participate in statewide or alternate curriculum assessments with or without accommodations
- (7) Provide techniques for meeting the needs of diverse learners

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Reading/Language Arts present levels, goals, and benchmark objectives are documented in each student's initial IEP and annually as appropriate.

The West End SELPA assures that students with disabilities will have full access to the Common Core State Standards and all required core curriculum including state adopted core curriculum text books and supplementary text books as well as instructional materials and support in order that students with disabilities attain higher standards in reading.

To achieve goals for students in Reading/Language Arts, the West End SELPA provides staff development opportunities:

- (1) For special educators, general educators, and families in the core curriculum and the California Reading/Language Arts Framework and Standards evidence-based reading programs
- (2) That support literacy programs in the areas of reading, writing, speaking and listening with more instructional time, precisely sequenced direct instruction, more coaching and practice, and careful progress monitoring

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

- (1) Information about current literacy and learning research
- (2) State adopted standards and frameworks aligned with the federal Common Core State Standards
- (3) Increased participation of students with disabilities in statewide student assessments
- (4) And, evidence-based instructional strategies aligned with the Common Core State Standards for teaching reading and writing to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

Participating Units in the Local Plan assist the SELPA in development of curriculum for the classes and in the development of program objectives. Assist in the evaluation of the programs as specified in the Local Plan.

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

WESELPA  
Local Plan, p 35

AB 1808  
Citations re approval and posting to website

WESELPA  
Local Plan, p 11, 12

WESELPA  
Local Plan, p, 12

WESELPA

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Document Title:

Local Plan, p, 20

WESELPA  
Local Plan, p 16

WESELPA  
Local Plan, p 20

WESELPA  
Local Plan, p 22

WESELPA  
Local Plan, p 42

Local Plan, p. 43

Local Plan, Appendix, C, CAC Bylaws  
p. 49-50

Local Plan, Appendix, C, CAC Bylaws p.-54

Local Plan, Appendix, C, CAC Bylaws p.-55

Local Plan, Appendix, C, CAC Bylaws p.-56

WESELPA  
Local Plan, p. 12

AB 1808

Document Location:

**Direct Instructional support provided by the program specialist:** When requested, the program specialist will evaluate effectiveness of programs for students with disabilities.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West

End SELPA. Per the West End SELPA Local Plan:

Responsible Local Agency (RLA)

The RLA will be one of the participating parties as determined by vote of the Superintendents' Council. The RLA will receive and distribute Regional Services dollars; employ personnel necessary to staff the WESELPA; and assure compliance with state and federal program mandates through policies and guidelines formed by the Superintendents' Council. The RLA Superintendent will assure compliance with the Local Plan as submitted to the State Department of Education.



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(b) A county superintendent of schools, serving as the RLA, shall do both of the following:  
 (1) Post on the Internet Web site of the county office any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the county office, and any updates or revisions to the plans upon approval of the county office.

By adding to the duties of local educational agencies, AB 1808 imposes a state-mandated local program. 56140. County offices shall do all of the following:

(a) Initiate and submit to the Superintendent a countywide plan for special education that demonstrates the coordination of all local plans submitted pursuant to Section 56205 and that 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 districts, community schools operated by county offices of education, and juvenile court schools, will have access to appropriate special education programs and related services. However, a county office shall not be required to submit a countywide plan when all the districts within the county elect to submit a single local plan.

(b) Within 45 days, approve or disapprove any proposed local plan submitted by a district or group of districts within the county or counties. If approved, the county office shall submit the plan with comments and recommendations to the Superintendent. If disapproved, the county office shall return the plan with comments and recommendations to the district. The district may immediately appeal to the Superintendent to overrule the county office's disapproval. The Superintendent shall make a decision on an appeal within 30 days of receipt of the appeal. A local plan shall not be implemented without approval of the plan by the county office or a decision by the Superintendent to overrule the disapproval of the county office.

Approval shall be based on the capacity of the district or districts to ensure that special education programs and services are provided to all individuals with exceptional needs, and both of the following:

- (1) Whether the local plan adheres to the guidelines established pursuant to Section 56122 for the development of local plans.
- (2) Whether the local plan contains all of the required components as detailed in Section 56205.

(c) Participate in the state onsite review of the district's implementation of an approved local plan.

(d) Join with districts in the county that elect to submit a plan or plans pursuant to subdivision (c) of Section 56195.1. Any plan may include more than one county, and districts located in more than one county. Nothing in this subdivision shall be construed to limit the authority of a county office to enter into other agreements with these districts and other districts to provide services relating to the education of individuals with exceptional needs.

(e) For each special education local plan area located within the jurisdiction of the county office of education that has submitted a revised local plan pursuant to Section 56836.03, the county office shall comply with Section 48850, as it relates to individuals with exceptional needs, by making available to agencies that place children in licensed children's institutions

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**Role of the Chief Administrative Officer of the SELPA:** Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law

RESPONSIBILITIES OF SUPERINTENDENTS (Education Code 56205(a)(12 (D)(i), 56195.1, 56205(b))

The Superintendents' Council shall be responsible for the Local Plan administration and provide leadership to the SELPA regarding the development, revision, implementation and review of the Local Plan.

SELPA STAFFING (Education Code 56205 (a) (12)(D)(ii))

The governing boards of each of the participating local education agencies agree to invest the Superintendents' Council with the responsibility of designating an appropriate agency as the Responsible Local Agency (RLA) for the administration of the Local Plan and its implementation. The boards assure that the Superintendents' Council shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy.

SELECTION OF REPRESENTATIVES FOR DEVELOPMENT OF THE LOCAL PLAN (Education Code 56195.3)

The Local Plan is developed and updated cooperatively by a committee of representatives of special and general education teachers and administrators and representatives of charter schools selected by the groups they represent and with participation by the chair of the CAC Local Plan Committee to ensure adequate and effective participation and communication. Teacher participants shall be selected by their peers. General education and special education administrators shall be selected by the representative superintendents. Directors of charter schools shall be requested to select a representative to serve on the Local Plan committee

Other Administrative Services

West End Student Services - While employed as a San Bernardino County Superintendent of Schools (SBCSS) employee, the county area director works collaboratively with the SELPA Chief Administrative Officer for all program effectiveness and quality issues. Through communication with the area director, the SELPA Chief Administrative Officer assures that services provided by the West End Student Services comply with SELPA policies/guidelines and interface effectively with program services provided by other units within the consortium.

The SELPA Chief Administrative Officer works collaboratively with the CAC. Officers may request presentation, discussion, or explanation of any program service provided within the SELPA. The CAC chairman, in conjunction with other officers if necessary, may request to present information to any governance body within the SELPA. Additionally, the CAC shall prepare and present an annual report to the SELPA Chief Administrative Officer regarding the status of programs and issues studied by the group. This report, if the individual members wish, may be presented to the board of education which appointed that member. Any concerns or recommendations determined to be of importance by the group may be presented

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at the CAC or other SELPA governance meetings for consideration in the rewriting of the local plan.

It will be the goal of the CAC to support all local and regional activities organized on behalf of students with special needs. Their duties include:

- Provide a parent representative to participate on the evaluation team for the local plan for special education.

- Encourage the establishment of procedures to ensure public access to all written documentation related to state and federal laws, as well as the local plan.

Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:

- Assist the member districts in the development and implementation of program objectives and provide for continuous expert evaluation of the identified objectives to assure that such objectives are effective and in compliance with the intent of the Local Plan.

- Assist in the development and determination of the duties of program specialists in compliance with Education Code Section 56368 and the Local Plan.

- Organize and coordinate the activities of the Community Advisory Committee to facilitate the achievement of the Comprehensive Plan and advise the SELPA Chief Administrative Officer in the operation of the Local Plan. Provide for the attendance of designated members of the SELPA staff at all regularly scheduled Community Advisory Committee meetings.

- Provide for the regular in-service training and staff development of SELPA staff responsible for the operation and conduct of the Local Plan.

Member districts in the Local Plan shall perform the following:

- Provide individuals to represent the member districts at regularly scheduled meetings of the SELPA Advisory Committee to monitor the implementation of the Local Plan and make necessary recommendations for Local Plan modifications to the SELPA.

The role of the CAC regarding the Local Plan includes the following:

- Advise the West End SELPA regarding the development, amendment and review of the SELPA Local Plan. Recommend annual priorities to be addressed under the local plan.

- Encourage community involvement in the development and review of the Local Plan

- Provide a parent/guardian representative to participate on the development team for the Local Plan review It shall be the responsibility of the CAC Chairperson to sign off on Local Plan Reviews

The CAC shall have the following standing committee:

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Local Plan Review and Legislative Committee - The Local Plan Review and Legislative Committee will read and review the Local Plan, assist in the development and provide recommendations for changes and/or improvements in programs for students with disabilities, in accordance with the California Education Code. It will encourage involvement and comments from the community regarding the programs, services, and the Local Plan. It will submit a written report and/or send a representative as needed, to the West End SELPA Advisory Committee and Superintendents' Council. It will keep CAC members and community informed regarding pertinent legislation.

**Role of the individual LEAs.** Individual LEAs review and monitor Annual Performance Reports, the California School Dashboard, and other data sources to ensure students with disabilities receive a free and appropriate public education. Individual LEAs also engage in monitoring activities as required by the CDE.

Per the West End SELPA Local Plan:

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY BOARD MEMBERS  
(Education Code 56195.1, 56195.5)

Local education agency boards shall:

- (1) Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency.
- (2) By approving the Local Plan, enter into an Agreement for Participation (see Appendix B) with other local education agencies participating in the plan, for purpose of delivery of regional services and programs.
- (3) Review and approve revisions of the West End SELPA Local Plan for Special Education.
- (4) Participate in the governance of the West End SELPA through their designated representative to the Superintendents' Council. The governing boards provide the designated Superintendents' Council member with the authority to act as the board designee to approve and amend policies as necessary.

AB 1808 requires each school district, in developing a local plan, to cooperate with the county office of education to assure that the local plan is compatible with the local control and accountability plans adopted for the school district and the county board of education. The bill requires, commencing July 1, 2020, a special education local plan area to review its local plan at least once every 3 years and update as needed to ensure information contained within the plan remains relevant and accurate.

7. Coordinated system of data collection and management:

Document Title:

WESELPA  
Local Plan, p 17

WESELPA  
Local Plan, Assurances, p 5

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WESELPA  
Local Plan, Assurances, p 5

Document Location:

Description:

**Direct Instructional support provided by the program specialist:** Not applicable.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission of each member LEA as required by the California Department of Education. The SELPA will provide technical assistance and training to LEAs as requested and/or deemed necessary by the SELPA.

Per the West End SELPA Local Plan:

Management Information System - the SELPA is responsible for effective collection and maintenance of data relevant to program, placement of children, and other data required by state and federal mandates.

It shall be the policy of each LEA and the West End SELPA to provide data or information to the California Department of Education that may be required by regulations.

**Role of the individual LEAs:** The LEAs are responsible for data entry, quality and integrity. The LEAs will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission as required by the California Department of Education.

Per the West End SELPA Local Plan:

It shall be the policy of each LEA and the West End SELPA to provide data or information to the California Department of Education that may be required by regulations.

8. Coordination of interagency agreements:

WESELPA  
Local Plan, Assur., p 3

WESELPA  
Local Plan, Part IV, p 30

West End SELPA,  
Appendix E, Interagency Agreement with Inland Regional Center, Infant to Preschool Transition

West End SELPA Local Plan, Appendix F, Interagency Agreement with

Document Title:

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Document Location:

Description:

Direct Instructional support provided by the program specialist: Not applicable

Role of the RLA/AU: See Appendix B – Agreement for Participation in West End SELPA.

Role of the Chief Administrative Officer of the SELPA: The SELPA Chief Administrative Officer, or designee, will serve on committees as interagency agreements are being reviewed, revised, or developed. The SELPA Chief Administrative Officer will ensure that interagency agreements are in place as required by California Education Code and provide technical assistance and dispute resolution as needed.

Per the West End SELPA Local Plan:

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

RESPONSIBILITIES OF LEA AND REGIONAL CENTER (Education Code 56205(b)) The SELPA will provide services to infants through pre-school aged children in accordance with federal and state laws. See Appendix F: Interagency Agreement between West End SELPA and Inland Regional Center

Role of the individual LEAs: Through their representative to the Superintendents' Council, the LEAs will review and implement interagency agreements as appropriate.

9. Coordination of services to medical facilities:

Document Title:

Document Location:

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**Direct Instructional support provided by the program specialist:** The program specialist(s) assure(s) pupils have a full educational opportunity regardless of the district of residence.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA will facilitate the coordination of these services by the designated LEAs.  
Per the West End SELPA Local Plan:

REGIONALIZED SERVICES AND OPERATIONS (Education Code 56195.1, 56195.7, 56205, 56206)

The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including the following regional services and operations in the area of: Coordination of services to medical facilities.

**Role of the individual LEAs:** Individuals with exceptional needs who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes are the educational responsibility of the local educational agency in which the hospital or facility is located.

10. Coordination of services to licensed children's institutions and foster family homes:

Document Title:

West End SELPA Local Plan, p. 18

West End SELPA Local Plan, Appendix B, p. 41

Document Location:

Description:

**Direct Instructional support provided by the program specialist:** The program specialist(s) assure(s) pupils have a full educational opportunity regardless of the district of special education accountability.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA will facilitate the coordination of these services by the designated LEAs.  
Per the West End SELPA Local Plan:

REGIONALIZED SERVICES AND OPERATIONS (Education Code 56195.1, 56195.7, 56205, 56206)

The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including coordination of services to licensed children's facilities and foster family homes

The SELPA Advisory Committee members represent each participating unit and meet on a

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regular basis to ensure coordination of services in compliance with the Local Plan and with state/federal law.

**Role of the individual LEAs:** Special education services for students with disabilities residing in foster family homes or licensed children's institutions shall be the responsibility of the district in which the foster family home or the licensed children's institution is located, unless based on education code there is another district of special education accountability which would be responsible.

11. Preparation and transmission of required special education local plan area reports:

Document Title: West End SELPA Local Plan, Appendix B, p. 42  
 West End SELPA Local Plan, Appendix B, p. 43  
 West End SELPA Local Plan, p. 20

Document Location:

**Direct Instructional support provided by the program specialist:** Not applicable.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

The RLA acts as agent for participating units as specified in the Plan and law. In this capacity, the RLA receives, compiles, and submits required reports to state and federal agencies and collect state aid funds for regionalized services per Education Code 56836.23 through 56836.25.

Participating Units in the Local Plan shall prepare and submit all necessary and required reports, including reports on student enrollment, program evaluation, and program management to the SELPA

The prior year ending balance remaining in the SELPA Services Account shall be returned by transfer from the SELPA to the Participating Unit at such time as the Annual Financial Reports have been completed by the SELPA, reported to the RLA, and filed with the California Department of Education by the RLA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA Chief Administrative Officer will ensure timely transmission of required reports and provide technical assistance to LEAs in completing those reports.

Per the West End SELPA Local Plan:



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PREPARATION OF PROGRAM AND FISCAL REPORTS  
 (Education Code 56205(a)(12)(D)(ii)(V))  
 The SELPA Chief Administrative Officer, with the assistance of the Fiscal Consultant, SELPA Advisory Committee, and Responsible Local Agency, shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

**Role of the individual LEAs:** Individual LEAs will submit required data in order for the SELPA to submit timely reports

12. Fiscal and logistical support of the CAC:

Document Title:

West End SELPA Local Plan, p. 12

West End SELPA Local Plan, p. 21

West End SELPA Local Plan, p. 37

West End SELPA Local Plan, Appendix C, p. 42

West End SELPA Local Plan, p. 16

West End SELPA Local Plan, Appendix C, p. 50

Document Location:

**Direct Instructional support provided by the program specialist:** Program specialists shall assist in developing training for parents and members of the Community Advisory Committee.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA will provide fiscal and logistical support CAC meetings, events, and trainings that are approved by the Superintendents' Council.

Per the West End SELPA Local Plan:

The Superintendents' Council shall be responsible for the establishment and promotion of a Community Advisory Committee.

All formal committees of the West End Special Education Local Plan Area will have designation, membership, and purposes determined by the Superintendents' Council. All business meetings of the Community Advisory Committee, SELPA Advisory Committee, and Superintendents' Council shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the Ralph

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M. Brown Act, such as a closed personnel session.

Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall organize and coordinate the activities of the Community Advisory Committee to facilitate the achievement of the Comprehensive Plan and advise the SELPA Chief Administrative Officer in the operation of the Local Plan. Provide for the attendance of designated members of the SELPA staff at all regularly scheduled Community Advisory Committee meetings.

Program specialists shall assist in developing training for parents and members of the Community Advisory Committee.

**Role of the individual LEAs:** The LEA superintendents through the Superintendents' Council will ensure the SELPA has sufficient resources to provide fiscal and logistical support for the CAC. LEA Directors shall facilitate communication between their CAC representative from the LEA.

Per the West End SELPA Local Plan:

The broad goal of the CAC is to involve interested parents/guardians, students, teachers, community members and education specialists in advising and providing input to the WESELPA and District Boards and their administrative and professional staff of students with exceptional needs, to assist the administration in furthering and improving the functioning of the Special Education Local Plan Area, and to support local and regional activities organized on behalf of students receiving special education services.

Membership in the Community Advisory Committee is by appointment and action of the participating LEA board of education. Each of the WESELPA districts has a board approved policy which outlines the process for nomination, selection and board approval of CAC members and alternates. A continuous effort is maintained to inform and interest parents in participating on the committee. Terms of office are approved as two years, and at least 51 percent of the committee's members are to be parents of special education students. Each CAC member will receive information that outlines the duties and responsibilities of the organization.

13. Coordination of transportation services for individuals with exceptional needs:

Document Title:

West End SELPA Local Plan, Appendix B, p. 42

West End SELPA Local Plan, Appendix B, p. 43

West End SELPA Local Plan, p. 24

Document Location:

**Direct Instructional support provided by the program specialist:** The program specialist will provide staff development as requested by the LEAs.

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Description:

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA will provide technical assistance as requested. Per the West End SELPA Local Plan:  
Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, provide, if requested, guidelines for coordination of pupil transportation services to the special classes conducted by Participating Units by contracts with the RLA, other districts, and/or private contractors.

**Role of the individual LEAs:** Each member LEA is responsible for providing transportation for their students with disabilities as determined by their IEP teams.

Per the West End SELPA Local Plan:  
Participating Units in the Local Plan shall provide such transportation services as may be required to meet program mandates and in compliance with the Local Plan.

Once deemed an LEA, the charter school will be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, **transportation**, non-public school/agency placements, inter/intra SELPA placements, due process proceedings, complaints, and attorney fees.

14. Coordination of career and vocational education and transition services:

Document Title:

West End SELPA Local Plan, p. 17  
West End SELPA Local Plan, p. 16  
West End SELPA Local Plan, p. 22

Document Location:

**Direct Instructional support provided by the program specialist:** Support staff development, program development, and innovation of special methods and approaches. The program specialists will collaborate with the West End SELPA Vocational Team and LEA Directors to provide training and services.

**Role of the RLA/AU:** N/A.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA Chief Administrative Officer will provide technical assistance and staff development as needed. The SELPA Chief Administrative Officer will ensure appropriate interagency agreements are in place and

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facilitate connection to agencies, as appropriate.

Per the West End SELPA Local Plan:

Vocational Assessment and Transition Planning  
 School-to-work activities are provided through vocational assessment, WorkAbility1 activities, and on- the-job training opportunities, when appropriate, as well as linkage to the Department of Rehabilitation. A “Work Project” program provides work from the community to be completed in the classroom setting as appropriate. Transition planning is developed as part of the IEP process.

Program specialists, behavior specialists, transition staff, school-to-career staff (vocational team members **hired under grants including but not limited to Transition Partnership Program, WorkAbility1 and the CaPROMISE Grant**), and teacher-on-assignment positions may be supervised by this program manager.

The responsibilities of the CAC members include:  
 Raising the community consciousness through parent education programs and increasing community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.

**Role of the individual LEAs:** *In conjunction with the West End SELPA Vocational Team, each LEA will provide appropriate career and vocational education and transition services as required under state and federal law.*

Transition planning is developed as part of the IEP process.

15. Assurance of full educational opportunity:

Document Title:

West End SELPA Local Plan, p. 18

West End SELPA Local Plan, Assur,  
 p. 2

Document Location:

**Direct Instructional support provided by the program specialist:** The program specialist assures pupils have a full educational opportunity regardless of the district of special education accountability.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** Through approval of the Annual Services Plan the SELPA will ensure that the full continuum of services is provided. The SELPA will assist with Inter-SELPA Transfers, as needed. Additionally, professional development and technical assistance is available upon request or as determined to be needed by the SELPA to LEAs and/or nonpublic schools.

REGIONALIZED SERVICES AND OPERATIONS (Education Code

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Description:

56195.1, 56195.7, 56205, 56206)  
 The SELPA Chief Administrative Officer shall serve on behalf of the member local education agencies and implement the Local Plan including regional services and operations including the assurance of full educational opportunity

**Role of the individual LEAs:** Each LEA, through their representative to the Superintendents' Council will determine the regional programs needed to meet the needs of the students with disabilities within the SELPA. Additionally, each LEA is responsible for providing a full continuum of services

FULL EDUCATIONAL OPPORTUNITY (20 USC § 1412 (a)(2))  
 It shall be the policy of this SELPA and the member LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

16. Fiscal administration and the allocation of state and federal funds pursuant to EC Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Document Title:

West End SELPA Local Plan, p. 11  
 West End SELPA Local Plan, p. 12  
 West End SELPA Local Plan, p. 17  
 West End SELPA Local Plan, p. 19  
 West End SELPA Local Plan, p. 20  
 West End SELPA Local Plan, p. 24  
 West End SELPA Local Plan, p. 26  
 WESELPA  
 Local Plan, Section V, Annual Budget Plan,  
 p. 32  
 WESELPA  
 Local Plan, p. 32

Document Location:

**Direct Instructional support provided by the program specialist:** Not applicable.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS (Education Code 56195(b)(3)(c)(2), 56195.1, 56205 (a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))  
 The San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the West End SELPA. It shall be responsible for functions such as, but not limited to:

a. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.

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b. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.

The Superintendents' Council shall be responsible for the following areas of Local Plan administration:  
 Review, approve, and monitor the allocation of special education funds to local education agencies.

***Role of the Chief Administrative Officer of the SELPA:*** The SELPA Chief Administrative Officer will facilitate the distribution of funds in accordance to the funding allocation plan approved by the Superintendents' Council. The SELPA Chief Administrative Officer will also facilitate the Annual Budget Plan development and approval process.

METHOD OF DISTRIBUTION OF FEDERAL AND STATE FUNDS  
 (Education Code 56205(a)(12)(D)(ii), 56205 (b)(1) and 56195 (h))  
 All federal and state special education funds shall be allocated to the SELPA for distribution to local education agencies according to an approved Special Education Funding Allocation Plan. The Superintendents' Council shall make any changes to the allocation of federal and state special education funds. The SELPA Chief Administrative Officer is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

RESPONSIBILITIES FOR DISTRIBUTION OF FEDERAL AND STATE FUNDS  
 (Education Code 56195, 56195.1 (b) (3))  
 The governing boards of the local education agencies participating in the SELPA have agreed that students with disabilities will be provided with appropriate special education services. The Superintendents' Council has been designated the authority to determine the distribution of all federal and state special education funds in order for local education agencies to carry out their responsibilities. The SELPA shall be responsible for the distribution of the funds according to an approved Special Education Funding Allocation Plan. The SELPA Chief Administrative Officer is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The fiscal consultant shall develop the Annual Budget Plan for review and recommendation by the SELPA Advisory Committee to the Superintendents' Council for approval. A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council Upon approval by the Superintendents' Council, these documents shall be submitted to the LEAs and the California Department of Education.

Amendments to the Annual Service and Budget Plans (EC 56205(b)(1))  
 The governing boards of the local education agencies agree to designate authority to the Superintendents' Council to approve the SELPA-wide annual service and budget plans and any subsequent modifications.

MONITORING THE USE OF SPECIAL EDUCATION FUNDS (Education Code 56205(a)(12)(ii) (IV))  
 It is the intent of the SELPA that the needs of students with disabilities as identified in the IEP shall be met. Funds allocated for special education programs shall be used for services to

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students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

(1) For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more nondisabled children benefit from these services. (2) To develop and implement a fully integrated and coordinated services system.

The SELPA Chief Administrative Officer, with the assistance of the the Responsible Local Agency, shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. The Superintendents' Council through the Annual Budget Plan process shall make final determination and action regarding the appropriate use of special education funds.

PREPARATION OF PROGRAM AND FISCAL REPORTS  
(Education Code 56205(a)(12)(D)(ii)(V))

The SELPA Chief Administrative Officer, with the assistance of the Fiscal Consultant, SELPA Advisory Committee, and Responsible Local Agency, shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

The chartering district will receive all applicable special education funds. The chartering district will represent the needs of charter schools, like other schools within the district, in the SELPA governance structure. The chartering district will be responsible for ensuring that all eligible students are appropriately served. The district will be responsible for procuring and funding appropriate special education services, even though the student may reside anywhere in the State of California.

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

9. The chartering district will be allocated all special education funds that are generated by a charter school that is deemed a public school. The chartering district will represent the needs of the charter schools it authorizes that are deemed public schools of the LEA in the SELPA governance structure. The charter school will receive SELPA services in the same manner as other schools within the chartering district depending on charter school agreement or MOU with the LEA.

ANNUAL BUDGET PLAN

The local plan shall contain an annual budget plan that shall be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. A copy of the Public Hearing Notice must be submitted with the annual budget plan. The annual budget plan may be revised during any

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fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of Section 56001 and Section 56195.9.

The annual budget plan shall identify expected expenditures for all items required by this part which shall include, but not be limited to, the following:

- A) Funds received in accordance with Chapter 7.2 (commencing with Section 56836).
- B) Administrative costs of the plan.
- C) Special education services to pupils with severe disabilities and low incidence disabilities.
- D) Special education services to pupils with nonsevere disabilities.
- E) Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.
- F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2.
- G) The use of property taxes allocated to the special education local plan area pursuant to Section 2572.

It is understood that the annual budget plan will be submitted in accordance with State guidelines once the Local Plan is approved.

Use of property taxes (EC 56205(b)(1)(G))

County property taxes are allocated to regional provider classes operated by San Bernardino County Superintendent of Schools.

**Role of the individual LEAs:** Each LEA through their representative to the Superintendents' Council, determines and approves the allocation of funds to the member LEAs and the Annual Budget Plan. The LEAs will also submit required fiscal reports as required by state and federal laws.

Supplementation of state/federal funds

LEAs contribute annually to a SELPA X-Pot that is used to supplement regional services provided within the SELPA.

Maintenance of financial effort

LEAs provide data reports regarding financial expenditures to the West End SELPA on a regular basis. These reports are evaluated to determine continued maintenance of financial effort. Each district in the SELPA assures the maintenance of fiscal support and understands that Part B funds will not be used to reduce the level of support beyond the amount permitted under federal law and regulations.

17. Direct instructional program support that maybe provided by program specialists in accordance with EC Section 56368:



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Document Title:

WESELPA  
Local Plan,  
pp. 16-17  
WESELPA  
Local Plan,  
pp. 16-17  
WESELPA  
Local Plan,  
pp. 16-17

Document Location:

**Direct Instructional support provided by the program specialists**

Program Specialists (Education Code 56205 (b)(1)(F), 56206, 56368)

The program specialists are employed by the SELPA and serve the SELPA districts. The Superintendents' Council designates the number and type of specialists upon recommendation of the SELPA Chief Administrative Officer as well as approves the SELPA budget for its expenditures. The Program Specialist holds a valid special education credential or a pupil personnel service credential and has advanced training and related experience in the education of individuals with exceptional needs. The Program Specialist also has specialized, in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

The governing boards of the local education agencies identify the importance of employment of program specialists to provide unique and necessary services to the agencies and to pupils in the SELPA. Program specialists shall provide the following services:

- (1) Observe, consult with, and assist, in accordance with local education agency procedures, special education teachers and support staff.
- (2) Utilize evidence-based data to plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
- (3) Assist with local education agency staff development, program development and innovation of special methods and approaches.
- (4) Provide coordination, consultation and program development in one or more specialized areas of expertise.
- (5) Upon request, participate in and/or conduct IEP team meetings where technical assistance is needed.
- (6) Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
- (7) Assist in developing training for parents and members of the Community Advisory Committee.
- (8) Provide in-service training and technical assistance for general and special education teachers, administrators, support staff and parents
- (9) Assist as a liaison to various community agencies such as Department of

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Behavioral Health, Department of Rehabilitation, Inland Regional Center, California Children's Services, and the Probation Department.

- (10) Conduct nonpublic school visitations to verify students are making appropriate educational progress in accordance with the IEP.
- (11) Support the assessment of student needs for assistive technology or specialized equipment in the least restrictive environment.

**Role of the RLA/AU:** See Appendix B - Agreement for Participation in West End SELPA.

**Role of the Chief Administrative Officer of the SELPA:** The SELPA Chief Administrative Officer will ensure that the local plan is implemented and will make recommendations to the Superintendents' Council when revisions are needed. The SELPA Chief Administrative Officer facilitates development and approval of SELPA policies and procedures necessary to implement the local plan.

Per the West End SELPA Local Plan:

Program Specialists (Education Code 56205 (b)(1)(F), 56206, 56368)  
 The program specialists are employed by the SELPA and serve the SELPA districts. The Superintendents' Council designates the number and type of specialists upon recommendation of the SELPA Advisory Committee as well as approves the SELPA budget for its expenditures.

**Role of the individual LEAs:** Ensure a full continuum of services are available in order to provide a free and appropriate public education to all students with disabilities for whom they are responsible. The individual LEAs, through the representative to the Superintendents' Council, will recommend approval of any policies and procedures needed to implement the local plan.

Per the West End SELPA Local Plan:  
 The governing boards of the local education agencies identify the importance of employment of program specialists to provide unique and necessary services to the agencies and to pupils in the SELPA.

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

WESELPA Local Plan, Assurances, p. 3

Document Title: WESELPA Local Plan, Part IV, Early Intervention Service Under Part C ,

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p. 30

Document Location:

West End SELPA and Member Districts

Description:

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.  
  
RESPONSIBILITIES OF LEA AND REGIONAL CENTER (Education Code 56205(b)) The SELPA will provide services to infants through pre-school aged children in accordance with federal and state laws. See Appendix F: Interagency Agreement between West End SELPA and Inland Regional Center

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Document Title:

WESELPA Local Plan, Assurances, p. 4  
West End SELPA Local Plan, Governance and Administration, p. 12  
West End SELPA Local Plan, Governance and Administration, p. 19  
West End SELPA Local Plan, Governance and Administration, PAC, p. 20  
West End SELPA Local Plan, Governance and Administration, PAC, p. 21  
West End SELPA Local Plan, Governance and Administration, CAC, p. 21-22  
West End SELPA Local Plan, Bylaws, p. 37  
West End SELPA Local Plan, Bylaws, p. 39  
West End SELPA Local Plan, CAC Bylaws, Membership, p. 51  
Or Page 4 of 11  
West End SELPA Local Plan, CAC Bylaws, Membership, p. 52 or Page 5 of 11  
West End SELPA Local Plan, CAC Bylaws, Membership, p. 53, or Page 6 of 11  
West End SELPA Local Plan, CAC Bylaws, Committees and Structure, p. 55 or Page 7 of 11  
West End SELPA Local Plan, CAC Bylaws, Committees and Structure, p. 56 or Page 9 of 11  
West End SELPA Local Plan, CAC Bylaws, Role of the SELPA Admin, p. 57 or Page 10 of 11

Document Location:

PUBLIC PARTICIPATION (20 USC § 1412 (a)(19))

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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.

The Superintendents' Council shall meet on a regular basis according to Brown Act requirements and shall receive and act upon information provided by the SELPA Advisory Committee, Community Advisory Committee, and the SELPA Chief Administrative Officer to assist in the administration of the SELPA. Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan, may address questions or concerns to the Superintendents' Council at a regularly scheduled meeting.

A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council Upon approval by the Superintendents' Council, these documents shall be submitted to the LEAs and the California Department of Education.

A public meeting shall be held annually to provide the Community Advisory Committee and members of the public the opportunity to review the Annual Budget Plan and Annual Services Plan and provide input to the Superintendents' Council.

PUBLIC PARTICIPATION (Education Code 56205(b)(4))

Members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the plan are informed of and invited to a public input meeting to discuss the plan. Notification of the public input meeting date is posted in member school districts for two weeks prior to the meeting date. The Local Plan is also presented as a discussion item at appropriate governance meetings. Members of the public, including parents or guardians of students with disabilities, may address, through standardized procedures, questions or concerns to the governing boards of the local education agencies, the Superintendents' Council, the SELPA Advisory Committee, and any subcommittees of these governance groups.

COMMUNITY ADVISORY COMMITTEE (CAC) (Education Code 56205 (a)(12)(C))

Membership in the Community Advisory Committee is by appointment and action of the participating LEA board of education. Each of the WESELPA districts has a board approved policy which outlines the process for nomination, selection and board approval of CAC members and alternates. A continuous effort is maintained to inform and interest parents in participating on the committee. Terms of office are approved as two years, and at least 51 percent of the committee's members are to be parents of special education students. Each CAC member will receive information that outlines the duties and responsibilities of the organization.

The SELPA Chief Administrative Officer works collaboratively with the CAC. Officers may request presentations, discussion, or explanation of any program service provided within the SELPA. The CAC chairperson, in conjunction with other officers if necessary, may request to present information to any governance body within the SELPA.

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Additionally, the CAC shall prepare and present an annual report to the SELPA.

Chief Administrative Officer regarding the status of programs and issues studied by the group. This report, if the individual members wish, may be presented to the board of education which appointed that member. Any concerns or recommendations determined to be of importance by the group may be presented at the CAC or other SELPA governance meetings for consideration in the rewriting of the local plan.

During its annual activities, the CAC will regularly forward communications to all parents of children receiving special education services within the SELPA via the district directors of special education. Parents will be invited to attend any of the regularly scheduled meetings held by the committee. Various programs of interest will be scheduled for presentation. The committee will determine the need to study various issues, and all interested community members will be invited to attend. Input by individual parents, teachers, and others will be encouraged. It will be the goal of the CAC to support all local and regional activities organized on behalf of students with special needs. A complete listing of their duties is as follows:

1. Assist the SELPA in the development and implementation of the local plan for special education.
2. Serve as a liaison between community members and the district administrator of special education.
3. Raise the community consciousness through parent education programs and increase community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.
4. Provide a forum where needs can be assessed, issues can be raised, and suggestions for change and/or improvement can be discussed and recommendations for action can be made with respect to planning and provision of special education programs and services.
5. Provide a parent representative to participate on the evaluation team for the local plan for special education.
6. Interact with parent groups and individual students' parents to encourage consistent and continuous attendance of children to their school programs.
7. Promote and elicit broad community support for special programs and services.
8. Submit a written report annually to the West End SELPA Advisory Committee and an annual report to the Superintendent of the Responsible Local Agency and LEA member boards of education.
9. Become familiar with the laws pertaining to special education and their implication for people with special needs.
10. Encourage the establishment of procedures to ensure public access to all written documentation related to state and federal laws, as well as the local plan.

Description:

COMMITTEE ACTIVITIES

All formal committees of the West End Special Education Local Plan Area will have designation, membership, and purposes determined by the Superintendents' Council. All business meetings of the Community Advisory Committee, SELPA Advisory Committee, and Superintendents' Council shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the

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Ralph M. Brown Act, such as a closed personnel session.

PUBLIC PRESENTATIONS TO THE COUNCIL

All business meetings of the Superintendents' Council shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the Ralph M. Brown Act, such as a closed personnel session.

Members of the public shall have a right to place matters directly related to the business of the Council on the agenda by presenting those agenda items in writing to the SELPA Chief Administrative Officer no later than two weeks in advance of a scheduled Council meeting. Agenda items received later than two weeks prior to the meeting shall be placed on the agenda for the subsequent meeting, unless the SELPA Chief Administrative Officer, in his or her sole discretion, determines that there is still time to place the matter on the agenda without interfering with the normal process of preparing and mailing the agenda.

Along with his or her request to place an item on the agenda, the member of the public shall submit copies of any "handout" or other materials he or she wishes to present to the Council or give to the public at the meeting.

Members of the public shall be given the opportunity to address the Council regarding items of business on the agenda as such items are taken up. In addition, a portion of each meeting shall be set aside for public comment on matters not on the agenda which any member of the public may wish to bring before the Council, provided that no action shall be taken by the Council on such matters at the same meeting at which such items are presented.

All public comments shall be limited to a maximum of three minutes in duration per person, unless a longer period is expressly granted by a majority vote of the Council. Any provision of the above policy may be waived by majority vote of the Council.

Representatives of private or public community agencies providing services to individuals with exceptional needs, may apply to the Executive Committee. The Executive Committee shall recommend one representative for consideration of approval by the Superintendents' Council. This position may be filled by a member and an alternate.

Agencies considered for representation to the CAC may be, but are not limited to Family Resource Center, Inland Regional Center, Head Start Program, Early Start Program, County Mental Health, California Children's Services, and Department of Rehabilitation.

Article V: Meetings and Procedures, Section 5.1.1

All meetings subject to the Ralph M. Brown Act shall have 72 hours' prior public notice and be open to the public.

There shall be a portion of the meeting designated for Public Comment providing for input from the community at large. The opportunity for community input will be limited to three (3) minutes for each speaker for items not on the agenda, and three (3) minutes for each speaker for items on the agenda with a maximum of nine (9)

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minutes per speaker and twenty (20) minutes total for each agenda item, unless recognized by the Chairperson to exceed the time limit.

Article VII, Committees and Structure, Section 7.2  
 The CAC shall have the following standing committees: The Public Information and Membership Committee, the Parent and Community Education Committee, the Local Plan Review Committee, the Legislative Committee, the Art and Writing Showcase Committee, and the Executive Committee.

Article VII, Committees and Structure, Section 7.2.4  
 Local Plan Review and Legislative Committee - The Local Plan Review and Legislative Committee will read and review the Local Plan, assist in the development and provide recommendations for changes and/or improvements in programs for students with disabilities, in accordance with the California Education Code. It will encourage involvement and comments from the community regarding the programs, services, and the Local Plan. It will submit a written report and/or send a representative as needed, to the West End SELPA Advisory Committee and Superintendents' Council. It will keep CAC members and community informed regarding pertinent legislation.

Per the WESELPA CAC Bylaws, Article 8 Role of the SELPA Chief Administrative Officer, Section 8.3 Develop an organized program of publicity and public information, such as assisting with articles in the WESELPA newsletters.

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Document Title: WESELPA Local Plan, pp 18- 19

Document Location:

DISPUTE RESOLUTION (Education Code 56205(b)(5))  
 In the event of a disagreement among local education agencies, local education agencies and the Responsible Local Agency, local education agencies and/or the Responsible Local Agency and the SELPA regarding the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan, it is the intent of the Superintendents' Council that issues be resolved at the lowest level possible in the governance structure outlined in the Local Plan. The Superintendents' Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of 45 days, but is not intended to undermine local authority.

Description: If a local education agency disagrees with a decision or practice of another agency or the SELPA office, that local education agency has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the

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issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Chief Administrative Officer, or his/her designee, or Chair of the Superintendents' Council or the services of a neutral mediator from outside the SELPA. In the event the issue has not been resolved, either party may request review by the SELPA Advisory Committee. If either party disagrees with the recommendation of the SELPA Advisory Committee, either party may request that the issue be placed on the Superintendents' Council agenda. If this process fails, the parties may pursue a hearing on the issues and resolution with the Superintendents' Council. The decision of the Superintendents' Council shall be final.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Document Title: WESELPA Local Plan Assurances, p. 19  
WESELPA Local Plan, Section IV Annual Services Plan and Early Intervention Under Part C of IDEA, p. 30

Document Location:

Description: PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56195.7(a), 56205 (a)(12)(D)(ii)(III), 56205(b)(1)(C,E), 56205(b)(1)(D), 56303)  
A student shall be referred for special educational instruction and services only after the resources of the general education program have been considered and where appropriate, utilized.  
PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES (Education Code 56140)  
The SELPA Advisory Committee shall identify on a regular basis any unmet needs for students within the SELPA. With the assistance of the SELPA Chief Administrative Officer and administrative staff, the SELPA Advisory Committee identifies the resources within the SELPA which could provide the appropriate services. When services are required beyond the programs and services being provided by any local education agency, the SELPA Advisory Committee shall develop a plan for consideration by the Superintendents' Council. Any plan having a fiscal impact on local education agencies shall be reviewed by the SELPA Advisory Committee prior to consideration by the Superintendents' Council

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Document Title: WESELPA Local Plan, Governance and Administration, p. 16  
West End SELPA Local Plan, Governance and Administration, Program Manager, p. 16  
WESELPA Local Plan, Appendix B, Agreement for Participation in West



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End SELPA, p. 43

Document Location:

Description:

Psychologists and/or other SELPA staff members designated by the Program Manager shall provide the following service:  
 Conduct nonpublic school visitations to verify students are making appropriate educational progress in accordance with the IEP.

Program Manager -Resolution and Education Support Team  
 The following job elements are identified with this position:

- (1) Inter-SELPA program placements
- (2) Placement in as well as oversight and evaluation of nonpublic schools
- (3) Determination of as well as oversight and evaluation of private services/nonpublic agencies (NPA)

Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:

Provide and manage nonpublic school placements and appropriate private services to SELPA children as required by state and federal law.

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in EC 56026(c)(4)) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (EC Section 56040)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (EC Section 56041)

BP and AR 0430 -

Section B: Governance and Administration

SELPA

Fiscal Year

Document Title:

Document Location:

Description:

**APPENDIX A**

**WEST END SELPA**

**BYLAWS**

APPENDIX A  
WEST END SPECIAL EDUCATION  
LOCAL PLAN AREA (SELPA)  
BYLAWS

Purpose:

The West End Special Education Local Plan Area (SELPA) is a consortium of 9 school districts and the San Bernardino County Superintendent of Schools (SBCSS), functioning under a state-certified plan to provide special education services to children with disabilities in a programmatically meaningful and fiscally viable fashion. The SELPA is structured to comply with the requirements of the state of California Education Code as well as specifics of federal law as written under the Individuals with Disabilities Education Act and Section 504 of Public Law and the provisions of the California Education Code, Part 30.

PARTIES

The parties listed below mutually agree to cooperate under the policies, rules, and directives established by the consortium governing bodies and the specifications written into the Agreement for Participation:

- Alta Loma School District
- Central Elementary School District
- Chaffey Joint Union High School District
- Chino Valley Unified School District
- Cucamonga School District
- Etiwanda School District
- Mountain View School District
- Mt. Baldy Joint School District
- Upland Unified School District
- San Bernardino County Superintendent of Schools

AUTHORITY

The West End Special Education Local Plan Area of San Bernardino County is organized under the authority of Education Codes 56140, 56195.1 through 56195.5 and 56205 through 56207.5, which requires local educational agencies to participate in a Special Education Local Planning Area.

GOVERNANCE AND ADMINISTRATION

This SELPA, as a consortium of school districts, will be governed separately from the individual participating school districts through the establishment of the following bodies and positions:

1. Responsible Local Agency (RLA)

The RLA will be one of the participating parties as determined by vote of the Superintendents' Council. The RLA will receive and distribute Regional Services dollars; employ personnel necessary to staff the WESELPA; and assure compliance with state and federal program mandates through policies and guidelines formed by the Superintendents' Council. The county superintendent of schools, serving as the RLA, shall do both of the following:

- (1) Post on the Internet Web site of the county office any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the county office, and any updates or revisions to the plans upon approval of the county office.

(44) Existing law requires a county office of education to approve or disapprove any proposed local plan for the education of all individuals with exceptional needs submitted by a school district or group of school districts in the county within 45 days.

A county office of education is required to submit an approved local plan to the Superintendent of Public Instruction with comments and recommendations and would require the county office of education to return a disapproved local plan with comments and recommendations to the school district. The school district is authorized to immediately appeal to the Superintendent of Public Instruction to overrule the county office of education's disapproval. The RLA Superintendent will assure compliance with the Local Plan as submitted to the State Department of Education.

## 2. Superintendents' Council

### A. Purpose:

The Council will exercise leadership of WESELPA through direction of the RLA and WESELPA Chief Administrative Officer at scheduled meetings and through the formulation and adoption of written guidelines and policies. The Council will determine necessary action for WESELPA by consideration of recommendations gained from the RLA Superintendent, WESELPA Chief Administrative Officer, SELPA Advisory Committee, and Personnel Subcommittee. The adoption of policies for WESELPA shall be gained through a majority vote of the Council and recorded in the official meeting minutes.

### B. Membership:

Each party of WESELPA will appoint its superintendent, or in the case of a charter school LEA, an appropriate administrator, to membership on the Council. There shall be no other members.

### C. Alternates:

District superintendents may select an alternate to attend Council meetings on an emergency basis. Standing alternates are not designated and are discouraged.

### D. Voting:

Each member of the Council shall have one vote. The member or the emergency alternate must be present at the meeting to cast a vote.

### E. Officers:

The RLA Superintendent shall be the chairperson of the Council. One other member will serve as Vice Chairperson as determined by the rotation schedule approved by the Council. The RLA will employ an administrator, selected by the Council, to function as secretary to the Council and as Chief Administrative Officer of WESELPA.

### F. Meetings:

The Council will have a minimum of six meetings per year. Special meetings may be scheduled at the discretion of the members. A meeting quorum will consist of five voting members.

### G. Committees:

Personnel Subcommittee:

The Personnel Subcommittee shall consist of at least two, and no more than four, Superintendent Council members and the SELPA Chief Administrative Officer. Under the direction of the Superintendents Council or request of the WESELPA Chief Administrative Officer, the Personnel Subcommittee will review personnel items involving the creation, abolishment, and/or adjustment of WESELPA employee positions. This committee will provide recommendations to the Superintendents Council for potential approval.

Special Committees:

Special committees and/or work groups may be formed for specific purposes as deemed necessary by the membership of the Superintendents council by majority vote.

3. SELPA Advisory Committee

A. Purpose:

SELPA Advisory Committee

The SELPA Advisory Committee is comprised of local education agency administrators of special education and LEA staff who are knowledgeable in the area of special education programs and finance, and the superintendent of Mt. Baldy School District. They are responsible for the coordination of special education service and programs within their agencies, distribution and monitoring of funds within their agencies, and for the implementation of the Local Plan. The SELPA Advisory Committee is given authority by the Superintendents' Council to provide input on policies and procedures, which are presented to the Superintendents' Council for approval.

B. Membership:

The eight (8) LEAs appoint an appropriate administrator of special education programs and a person who is knowledgeable in the area of special education finance to membership on the SELPA Advisory Committee. Additionally, the committee will include the superintendent of Mt. Baldy School District. No standing alternates are accepted. Emergency alternates may be selected for specific meetings.

C. Voting:

Each member shall have one vote. The member or the emergency alternate must be present to cast his/her vote unless the Committee determines otherwise by its action. A quorum consists of nine of the 17 voting members.

D. Chairperson:

The WESELPA Administrator and the WESELPA (Finance) Consultant will function as co-chairpersons of the Committee. In the absence of either co-chairperson, the WESELPA Program Manager may serve as co-chairperson. The WESELPA Administrative Assistant will function as secretary to the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting and additional documentation as needed to provide for informed decision making.

E. Meetings:

The Committee will have a minimum of five meetings per year. Special meetings may be scheduled as the membership deems necessary.

F. Committees:

The SELPA Advisory Committee will have no standing subcommittees. Special subcommittees or work groups may be formed for limited and specific purposes as determined necessary by the WESELPA Chief Administrative Officer.

A charter school that has been approved to operate as its own local education agency for special education purposes shall be represented on the SELPA Advisory Committee and Superintendents' Council in the same manner as all local education agencies.

COMMITTEE ACTIVITIES:

All formal committees of the West End Special Education Local Plan Area will have designation, membership, and purposes determined by the Superintendents' Council. All business meetings of the Community Advisory Committee, SELPA Advisory Committee, and Superintendents' Council shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the Ralph M. Brown Act, such as a closed personnel session.

REQUIREMENTS OF PARTICIPATION

1. Certification of Participation

Each party participating in the West End Special Education Local Plan Area will complete and certify through district board action an Agreement for Participation in the West End Special Education Local Plan Area. This agreement will be in force for the term of the Local Plan. In order to comply with new legislation, or to comply with the agreements of the participants, this agreement may be modified and updated through formal action of the Superintendents' Council prior to renewal.

2. Withdrawal from Participation

Either party may, by giving a minimum of one year's written notice to the RLA and SELPA and specifying the effective withdrawal date of July 1 occurring at least one year and one day from the date of the notice, terminate the Agreement to Participate in whole or in part. Upon receipt and acceptance of the notice of withdrawal by formal action of the Superintendents' Council, the requesting party will:

- Receive assignment of all approved state revenues allocated to that district for service to its resident pupils.
- Receive all pupil's resident to that district previously being served by other consortium parties.
- Return to the consortium parties all revenues allocated to the district for service to non-resident pupils.
- Return all non-resident pupils to the consortium parties for assignment to appropriate classes/services within the consortium programs.

Questions concerning disbursement and allocation of classroom equipment and materials utilized to serve pupils withdrawn from consortium programs may be addressed to a three-member special committee appointed by the Superintendents' Council. This committee will be selected and activated only when necessary.

Any district initiating a proposal to withdraw from the SELPA shall bear the total cost of consultants retained to provide a thorough analysis of legal or fiscal implications caused by such proposed

action. In addition, any due process costs associated with a withdrawal from SELPA or program transfer within the SELPA shall be paid entirely by the district initiating the change.

Exceptions to the above requirements may be initiated only by specific action of the Superintendents' Council.

A member LEA will cooperate with the county office and other school districts in the geographic area in planning its options under EC 56195.1 and each fiscal year, notify the California Department of Education, impacted special education local plan areas, and participating county offices of its intent to withdraw from the SELPA at least one year prior to the proposed effective date of the implementation to the alternative plan. Any such plan will be submitted to the county office for review in accordance with guidelines approved by the Superintendents' Council.

### 3. Program Transfer

Any LEA initiating a transfer of educational programs and services already in operation within the SELPA shall adhere to requirements under the California Education Code and the requirements described herein. In the event an LEA desires to initiate program or services transfers, a transfer planning committee made up of two SELPA governance/committee members and the SELPA Administrative Officer shall be designated to address, at a minimum, all of the following: pupil needs, the availability of the full continuum of services to affected pupils, the functional continuation of the current IEPs of all affected pupils, the provision of service in the least restrictive environment from which affected pupils can benefit, the maintenance of appropriate support services, the assurance that there will be compliance with federal and state laws and regulations as well as SELPA policies, and the means through which parents and staff were represented in the planning process.

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

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

### PUBLIC PRESENTATIONS TO THE COUNCIL

All business meetings of the Superintendents' Council shall be open to the public. The only exceptions are those meetings or portions of meetings which may be held in closed session under the provisions of the Ralph M. Brown Act, such as a closed personnel session.

Members of the public shall be given the opportunity to address the Council regarding items of business on the agenda as such items are taken up. In addition, a portion of each meeting shall be set aside for public comment on matters not on the agenda which any member of the public may wish to bring before the Council, provided that no action shall be taken by the Council on such matters at the same meeting at which such items are presented.



All public comments shall be limited to a maximum of three minutes in duration per person, unless a longer period is expressly granted by a majority vote of the Council. Any provision of the above policy may be waived by majority vote of the Council.

**APPENDIX B**

**AGREEMENT FOR  
PARTICIPATION**

**WEST END  
SELPA**

THE SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter referred to as RLA and SCHOOL DISTRICT hereinafter referred to as "Participating Unit," mutually agree as follows:

## DEFINITIONS:

### RLA

Responsible Local Agency as defined in Education Code Section 56030.

### SELPA

The West End Special Education Local Plan Area (WESELPA) is the administrative unit responsible for assuring services in Education Code 56001 (a) through (o) as provided in a Local Plan - Education Code 56195 through 56195.5.

### SPECIAL EDUCATION

As defined in Education Code Sections 56000 through 56001.

### GOVERNANCE COUNCIL

The decision-making council for the Local Plan comprised of the superintendent or approved representative from each Participating Unit.

### SELPA ADVISORY COMMITTEE

A committee whose members represent district directors of special education, district finance personnel, and the superintendent of Mt. Baldy who meet on a regular basis to ensure coordination of services and distribution of funds in compliance with the Local Plan and with state/federal law.

### LOCAL PLAN

As defined in Education Code 56027.

### PARTICIPATING UNIT

A local school district, charter school LEA, and the county Superintendent of Schools participating in the WEST END SELPA. Approval of the Local Plan by the LEA governing board is a requirement for each participating unit.

### COMMUNITY ADVISORY COMMITTEE

Composed of citizen members the majority of whom are parents of students with a disability to advise on the implementation of the Local Plan per Education Code 56190 through 56194.

## ARTICLES:

- I. Pursuant to the provisions of Education Code Sections 56000 et seq., the SELPA shall plan, facilitate, implement, and administer the activities of the San Bernardino County West End Special Education Local Plan Area as approved by the Superintendents Council and the California Department of Education along with adoption by the member Local Educational Agencies Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:
  - a. Act as agent for participating units as specified in the Plan and law. Receive, compile, and submit required reports to state and federal agencies and collect state aid funds for regionalized services per Education Code 56836.23 through 56836.25.
  - b. Provide fiscal and legal guidance for compliance with state and federal mandates.
  - c. Assist Participating Units in the development and implementation of a systematic method for referring, placing, and educating individuals with exceptional needs who are their responsibility, including the methods and procedures for communication with the parents and/or legal guardians.
  - d. Assist the Participating Units in the development and implementation of program objectives and provide for continuous expert evaluation of the identified objectives to assure that such objectives are effective and in compliance with the intent of the Local Plan.
  - e. Assist in the development and determination of the duties of program specialists in compliance with Education Code Section 56368 and the Local Plan.
  - f. Provide such assistance as may be requested by the Participating Unit to organize and coordinate the activities of the IEP Team.
  - g. Organize and assist Participating Units in the activities of the IEP Team as provided in Education Code Section 56328.
  - h. Assist in the selection, when requested, of appropriate staff members. Such assistance may include the development of criteria for staff recruitment, qualification, and performance evaluation consistent with Education Code requirements and established consortium policy as well as actual assistance in recruitment.
  - i. Organize and coordinate the activities of the Community Advisory Committee to facilitate the achievement of the Comprehensive Plan and advise the SELPA Chief Administrative Officer in the operation of the Local Plan. Provide for the attendance of designated members of the SELPA staff at all regularly scheduled Community Advisory Committee meetings.
  - j. Coordinate community and state agency resources with those provided by Participating Units and the RLA, including initiation of such contractual agreements as may be required.
  - k. Structure and maintain the SELPA Advisory Committee for the purpose of providing input on policies and procedures, which are presented to the Superintendents' Council for approval.
  - l. Provide, if requested, guidelines for coordination of pupil transportation services to the special classes conducted by Participating Units by contracts with the RLA, other districts, and/or private contractors.
  - m. Provide for the regular in-service training and staff development of SELPA staff responsible for the operation and conduct of the Local Plan.
  - n. Provide the process and forms to enable the Participating Units to report to the SELPA on student enrollment/attendance, and on teacher/pupil program placement necessary to verify compliance with state/federal requirements.

- o. Establish and maintain a pupil Management Information System in compliance with state requirements.
  - p. Perform other services necessary to the administration and coordination of the Local Plan as directed by the Superintendents' Council.
  - q. Provide services to meet the legally required demands of dispute resolution and/or Due Process requests by parents and others in compliance with state and federal law.
  - r. Provide and manage nonpublic school placements and appropriate private services to students enrolled in member district schools within the SELPA as required by state and federal law.
- II. Participating Units in the Local Plan shall perform the following:
- a. Select, compensate, and assign the duties of the resource specialists, special education teachers, related services staff, instructional aides, and other personnel as required to conduct programs in compliance with the Local Plan.
  - b. Organize and administer the activities of the IEP Teams in conformance with Education Code Section 56340 through 56347 and in compliance with the Local Plan and SELPA policy.
  - c. Organize and maintain the activities of the Special Day Classes, Resource Specialist Program, and related services staff in conformance with the Education Code and in compliance with the Local Plan and SELPA policy.
  - d. Provide facilities as required to house the programs conducted by the RLA and the SELPA as part of the Local Plan and SELPA policy.
  - e. Provide such transportation services as may be required to meet program mandates and in compliance with the Local Plan.
  - f. Assist the SELPA in development of curriculum for the classes and in the development of program objectives. Assist in the evaluation of the programs as specified in the Local Plan.
  - g. Assist the SELPA in the development of procedures and methods of communicating with the parents and/or legal guardians of the individuals served in conformance with provisions of the Local Plan and federal and state law.
  - h. Provide for the documentation, reporting, and security of diagnostic procedures used for the placement of individuals. Provide for the continuous review of placements and diagnostic procedures employed to ensure their effectiveness and applicability in conformance with state and federal law.
  - i. Provide for the integration, when appropriate, of individuals educated under this Agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - j. Prepare and submit all necessary and required reports, including reports on student enrollment, program evaluation, and program management to the SELPA.
  - k. Provide individuals to represent the Participating Unit at regularly scheduled meetings of the SELPA Advisory Committee, to monitor the implementation of the Local Plan.
- III. The RLA will provide the following services:
- a. A county superintendent of schools, serving as the RLA, shall do both of the following:
    - (1) Post on the Internet Web site of the county office any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the county office, and any updates or revisions to the plans upon approval of the county office.

(44) Existing law requires a county office of education to approve or disapprove any proposed local plan for the education of all individuals with exceptional needs submitted by a school district or group of school districts in the county within 45 days.

A county office of education is required to submit an approved local plan to the Superintendent of Public Instruction with comments and recommendations and would require the county office of education to return a disapproved local plan with comments and recommendations to the school district. The school district is authorized to immediately appeal to the Superintendent of Public Instruction to overrule the county office of education's disapproval. The Superintendent shall make a decision on an appeal within 30 days of receipt of the appeal. A local plan shall not be implemented without approval of the plan by the county office or a decision by the Superintendent to overrule the disapproval of the county office.

Approval shall be based on the capacity of the district or districts to ensure that special education programs and services are provided to all individuals with exceptional needs, and both of the following:

1. Whether the local plan adheres to the guidelines established pursuant to Section 56122 for the development of local plans.
2. Whether the local plan contains all of the required components as detailed in Section 56205.
  - b. Participate in the state onsite review of the district's implementation of an approved local plan.
  - c. Join with districts in the county that elect to submit a plan or plans pursuant to subdivision (c) of Section 56195.1. Any plan may include more than one county, and districts located in more than one county. Nothing in this subdivision shall be construed to limit the authority of a county office to enter into other agreements with these districts and other districts to provide services relating to the education of individuals with exceptional needs.
  - d. For each special education local plan area located within the jurisdiction of the county office of education that has submitted a revised local plan pursuant to Section 56836.03, the county office shall comply with Section 48850, as it relates to individuals with exceptional needs, by making available to agencies that place children in licensed children's institutions.
    1. The prior year ending balance remaining in the SELPA Services Account shall be returned by transfer from the SELPA to the Participating Unit at such time as the Annual Financial Reports have been completed by the SELPA, reported to the RLA, and filed with the California Department of Education. No funds shall be transferred until such time as the prior year ending balance has been returned to the Participating Units in accordance with this section. The amount to be transferred to each Participating Unit shall be in proportion to the Participating Unit contribution of the prior year.
    2. A supporting personnel system will be provided for contacting, recruiting, and employing necessary SELPA staff to comply with state law, the Local Plan, and Superintendents' Council decisions. The personnel will be employees of the RLA and responsive to the same policies as other members of that office.
    3. The RLA will provide support to the SELPA for completion of necessary operational contractual arrangements, and for a purchasing process for obtaining necessary equipment, materials, and supplies to meet outlined responsibilities. These business procedures will comply with all necessary policies and procedures of the RLA fiscal management system.

- IV. The Participating Unit will defend and indemnify the SELPA and RLA against, and will hold and save the SELPA and RLA, its officers, agents, and employees harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivisions, or any other organization arising out of the operation or maintenance or other activities of the Participating Unit or its agents, employees, or independent contractors under this Agreement.
- V. The Participating Unit shall provide and shall maintain in force, during the term of this contract, comprehensive personal injury and property damage liability insurance, including automobiles, with minimum personal injury liability limits of \$1,000,000 per person and \$5,000,000 per occurrence, and minimum property damage liability limits of \$500,000 aggregate. The policy or policies of liability insurance shall name the RLA as additional named insured under the terms of such policy or policies. Further, such policy shall not be canceled without thirty (30) days prior written notice to the RLA.
- VI. It is expressly understood that the Participating Unit is an independent contractor in carrying out the terms of this Agreement and shall not act, in any manner, as the servant or agent of the RLA.
- VII. The Participating Unit shall maintain such records and accounts including property, personal and financial records, as are deemed necessary by RLA and the California State Department of Education, and such records and accounts will be retained for five years after expiration of this Agreement unless permission to destroy them is granted by both RLA and California State Department of Education.
- VIII. The term of this Agreement is concurrent with the term of the Local Plan.
- IX. Either party may, by giving written notice on or before December 31 of any year, and therein specifying the effective withdrawal date of July 1 of the second succeeding school year, terminate this Agreement in whole or in part in the manner stipulated within the bylaws of this consortium.
- X. This Agreement may be amended only by the mutual written consent of the parties hereto.
- XI. This Agreement supersedes all prior Agreements of the West End Special Education Local Plan Area.

## WESELPA Role Clarification

| <i>Issue</i>                      | <i>Superintendent, Elected Official</i>   | <i>RLA – SBCSS – Organization</i>   | <i>Superintendents’ Council</i>   | <i>SELPA Administrator</i>   |
|-----------------------------------|---|---|---|--|
| Personnel                         | Oversight of all SBCSS Operations.  | Responsible for recruitment, hiring, discipline, of SELPA Employees<br><br>See III.B p. 47).  | Selection, direction, monitoring, discipline, and annual evaluation of SELPA Administrator (p. 16). Determine number and type of SELPA staff, and approve changes to personnel recommended by the Personnel Committee.  | Subject to the RLA’s policies and procedures for day-to-day operations, but receives direction from the Superintendents’ Council.  |
| SELPA Administrator               | RLA Superintendent and two other superintendents chosen by their peers comprise the joint committee to evaluate the SELPA Administrator (p. 16).  | WESELPA Administrator is an employee of SBCSS   | Selection and annual evaluation of the SELPA Administrator  | The SELPA Administrator is subject to the RLA’s policies and procedures for day-to-day operations but receives direction from, and is responsible to, the Superintendents’ Council (p.16). |
| SELPA Staff                       | Oversight of SBCSS Operations   | Employees of SBCSS and supervised by WESELPA management employees   | Establish number and type of SELPA office staff   | Direct all staff (p. 16)   |
| Superintendents’ Council Meetings | Chair (p. 37).  | N/A   | Voting body for West End SELPA  | Secretary to the Council   |
| Business                          | Oversight of all SBCSS Operations   | Receives and distributes funds per WESELPA Fiscal Allocation Plan. Provides all business and technology functions for WESELPA.<br>See III.A and C, p. 47)   | Review, approve and monitor all budgets assigned to the SELPA (p. 13).  | Responsible for all day-to-day business operations which are managed by the WESELPA (Fiscal) Consultant and staff.   |
| Local Plan                        | Signs as representative of SBCSS and Oversees all SBCSS Operations. The RLA Superintendent will assure compliance with the Local Plan as submitted to the State Department of Education (. P . 37). | The RLA will receive and distribute Regional Services dollars; employ personnel necessary to staff the WESELPA; and assure compliance with state and federal program mandates through policies and guidelines formed by the Superintendents’ Council (p. 37). | Provide leadership to the SELPA regarding the development, revision, implementation and review of the Local Plan (p. 13). Follow process to receive input from other governance committees and SELPA management team regarding the Local Plan. Voting body on approval of content and/or changes of the local plan. | Oversight and monitoring of the Local Plan implementation, including the process to make revisions to the plan.  |



| Issue  | Superintendent, Elected Official   | RLA – SBCSS – Organization  | Superintendents’ Council  | SELPA Administrator  |
|--|--|---|---|--|
| Response to Public Records Act (PRA) Response                      | Provides public records held by Superintendent’s office  | Provides public records held by SBCSS   | Provides public records held by the district  | Provides public records held by the SELPA  |
| Response to requests for Agenda Items for Superintendents’ Council | Informs SELPA Administrator of items to be added to agenda   | WESELPA staff work collaboratively with SBCSS departments to provide information to superintendents for information or decision-making purposes through formal agenda items or via the Administrator’s report | Informs SELPA Administrator of items to be added to agenda  | Develop agenda and supporting materials, including those requested by the RLA Superintendent, Superintendents’ Council and the public.   |
| Complaints regarding the West End SELPA                            | <p>The Superintendents’ office informs the WESELPA Administrator of any complaints received. The WESELPA follows up, as is appropriate.</p> <p>If the complaint is regarding WESELPA staff, the Superintendents’ office refers to SBCSS Human Resources Dept. to follow-up with the WESELPA Administrator.</p> |   | The WESELPA Administrator is responsible to follow up on any complaints presented to the Council. | SELPA Administrator contacts complainant to discuss and offer resolution. If complaint is regarding a WESELPA District, Administrator contacts the Director to appraise of the need to respond and to offer any assistance needed. |

APPENDIX C

COMMUNITY ADVISORY COMMITTEE  
BYLAWS

APPENDIX C  
COMMUNITY ADVISORY COMMITTEE BYLAWS  
ORGANIZATION OF CONSTITUTION AND BYLAWS  
FOR COMMUNITY ADVISORY COMMITTEE

Article 1  
NAME AND LOCATION

- Section 1.1 The name of this organization of volunteers shall be the Community Advisory Committee (CAC) for the West End Special Education Local Plan Area (WESELPA)
- Section 1.2 The location shall be within the West End Special Education Local Plan Area (WESELPA)
- Section 1.3 The area served includes the following local education agencies (LEAs): Alta Loma, Central, Chaffey Joint Union High School, Chino Valley Unified, Cucamonga, Etiwanda, Mountain View Mt. Baldy, Upland Unified, and San Bernardino County Superintendent of Schools (SBCSS) West End Student Services.

Article II  
PURPOSE

- Section 2.1 The purpose of this committee is to:
  - Section 2.1.1 Advise the West End SELPA regarding the development, amendment and review of the SELPA Local Plan.
  - Section 2.1.2 Recommend annual priorities to be addressed under the local plan.
  - Section 2.1.3 Assist in parent/guardian education and recruiting parents and other volunteers who may contribute to the implementation of the plan.
  - Section 2.1.4 Encourage community involvement in the development and review of the local plan.
  - Section 2.1.5 Support activities on behalf of individuals with exceptional needs.
  - Section 2.1.6 Assist in parent/guardian awareness of the importance of regular school attendance.

Article III  
GOAL AND OBJECTIVES

- Section 3.1    Goal
- The broad goal of the CAC is to involve interested parents/guardians, students, teachers, community members and education specialists in advising and providing input to the WESELPA and District Boards and their administrative and professional staff of students with exceptional needs, to assist the administration in furthering and improving the functioning of the Special Education Local Plan Area, and to support local and regional activities organized on behalf of students receiving special education services.
- Section 3.2    Objectives
- Section 3.2.1    To promote communication between parents/guardians of individuals with exceptional needs and school district administrators and professional staff to obtain support for improved educational opportunities for individuals with exceptional needs. Parents with individual concerns, needs, or issues relating to their child shall be encouraged to contact the District's Director of Special Education.
- Section 3.2.2    To maintain, communication among local, county, state legislative and administrative personnel to inform them of new developments in special education and to share the perspective of students with exceptional needs within the WESELPA.
- Section 3.2.3    To encourage attendance and recruitment for the CAC and obtain community support for improved educational opportunities for all students with exceptional needs.
- Section 3.2.4    To conduct informative presentations. Parents and/or guardians as well as professional staff are invited to attend all CAC presentations and scheduled meetings held by the CAC. All interested community members are also welcome to attend. The CAC will solicit input from parents of children with disabilities in determining topics for CAC presentations.
- Section 3.2.5    To disseminate information and access to resources, directors will be provided with brochures and presentation flyers for distribution and will promote the sharing of CAC information on member websites so that parents are informed of the CAC yearly activities.
- Section 3.2.6    To facilitate receiving the Local Plan for special education. At least 30 days prior to the Superintendents' Council's final review, the CAC will provide recommendations and advisement prior to submission, both for initial plan development and subsequent revisions of the Local Plan. Once approved by the Superintendents' Council, the Chairperson will sign the Local Plan as specified in Education Code.
- Section 3.2.7    To connect community members and educational leadership, district representatives serve as a liaison between the community, Superintendents' Council and their local Board of Education. As needed, representatives also attend district Board meetings to give input on CAC goals- and gather information regarding district school board actions and report these matters at CAC meetings.
- Section 3.2.8    To provide a forum where needs can be assessed, issues can be raised, suggestions for change and/or improvements can be discussed and recommendations for action can be

made with respect to planning and provision of special education programs and services identified in the Local Plan to the West End SELPA governance committees.

Section 3.2.9 To arrange for a parent/guardian representative to participate on the development team for the Local Plan review.

Section 3.2.10 To participate in parent training offered by their district and the SELPA.

## Article IV MEMBERSHIP

Section 4.1 Composition

The Community Advisory Committee shall be composed of one designated parent representative and one alternate from each district participating in the West End SELPA, three teachers or other district staff members, one community agency representative, and one student representative

At least the majority of the members shall be parents of students enrolled in schools participating in the Local Plan, and at least a majority of those parents shall be parents of students with exceptional needs. The selection process is determined by each district as approved by its Governing Board.

Section 4.2 Appointment

Membership shall include the following:

Section 4.2.1 The West End SELPA Administrator as an ex officio non-voting member who may not serve as an officer.

Section 4.2.2 Parent Participants: Each district shall appoint one parent of a student residing and enrolled in the school district or district-offered school program. In addition, the district may appoint an alternate member who votes in the absence of the designated member. In cases where the district is unable to obtain a parent representative they may appoint an individual, residing in or employed by the school district, concerned with the interests of students with exceptional needs, as long as this does not adversely affect the requirement for the majority of members of the CAC to be parents of students enrolled in schools within the West End SELPA. District representatives shall be approved by their respective School Boards of Education.

Section 4.2.3 Representatives of private or public community agencies providing services to individuals with exceptional needs, may apply to the Executive Committee. The Executive Committee shall recommend one representative agency for consideration of approval by the Superintendents' Council. This position may be filled by a member and an alternate. When the member and alternate are both present; the member votes. Agencies considered for representation to the CAC may be, but are not limited to Family Resource Center, Inland Regional Center, Head Start Program, Early Start Program, County Mental Health, California Children's Services, and the California Department of Rehabilitation.

Section 4.2.4 Districts may nominate teachers or other District staff, who shall be reviewed by the West

End SELPA Advisory Committee. The SELPA Advisory Committee may recommend up to three school staff representatives for approval by the Superintendents' Council.

- Section 4.2.5 Each Unified or High School District may nominate one student with exceptional needs residing and enrolled in the district. Student nominees shall be reviewed by the CAC and the selected student representative shall be recommended for approval by the Superintendent's Council.
- Section 4.2.6 Board of Education members from the nine participating districts within the West End SELPA may serve as ex officio non-voting members who may not serve as an officer.
- Section 4.3 Term  
The term of office shall be for two years with half the members approved every year. The term of membership begins July 1 and ends June 30 of the designated odd/even year.
- Section 4.3.1 Chaffey JUHSD, Chino Valley USD, Etiwanda School District, and Upland Unified School District shall appoint parent representatives in odd numbered years. Alta Loma School District, Central School District, Cucamonga School District, Mountain View School District, Mt. Baldy School District shall appoint parent representatives in even numbered years.
- Section 4.3.2 One agency representative, two teacher representatives will be appointed in even numbered years. Teacher and one student representative will be appointed in odd numbered years.
- Section 4.3.3 Voting Members shall cast one vote on issues, give input, hold office, and serve on standing and special committees. The alternate to any position has a vote when the designated voting member is absent. Members must be present to vote. Members shall not use information readily available to CAC members for personal gain, but shall make every effort to put community-wide issues ahead of personal issues, or that of any one organization or agency.

## Article V MEETINGS AND PROCEDURES

- Section 5.1 Meetings  
The Committee shall meet as frequently as deemed necessary, but hold no fewer than five business meetings and two presentations each year.
- Section 5.1.1 All meetings subject to the Ralph M. Brown Act shall have 72 hours' prior public notice and be open to the public
- Section 5.1.2 Unless the Committee decides otherwise, all meetings shall be held at the West End Educational Service Center.
- Section 5.1.3 All members shall receive written or personal notification at least five working days in advance of all regular Committee meetings
- Section 5.1.4 The last regular meeting before the end of the fiscal school year of the Responsible Local Agency shall be designated the annual meeting

- Section 5.1.5 A quorum shall consist of 50% of the appointed voting members.
- Section 5.1.6 The Chairperson shall not commit the Committee or its members to any action without a vote of the Committee. Any member may call for a roll call or ballot vote by motion, if seconded.
- Section 5.1.7 Emergency meetings may be called provided each Committee member is personally contacted at least twenty-four (24) hours in advance.
- Section 5.2 Procedures  
Every act or decision done or made by a majority of the members present at a meeting at which a quorum is present is the act of the Committee unless the Bylaws require a greater number.
- Section 5.2.1 Committee officers shall be elected at the annual meeting of the Committee.
- Section 5.2.2 Any member may resign or make a request for a leave of absence by filing a written request to the CAC Chairperson for approval of the body.
- Section 5.2.3 Any vacancy on the Committee shall be filled for the remainder of the unexpired term by process outlined in Article IV.
- Section 5.2.4 Any member who misses three consecutive regular meetings in the year without due cause, as determined by the Committee members, may be recommended for replacement to their local governing board. Excused absences are accepted when a member has notified an Executive Committee member of a valid reason for the absence.
- Section 5.2.5 In the event a member misrepresents the CAC goals and objectives, or procedures as outlined in Article III and VI of the body's bylaws, the CAC Executive Committee may recommend replacement of the member to the local governing board.
- Section 5.2.6 There shall be a portion of the meeting designated for Public Comment providing for input from the community at large. The opportunity for community input will be limited to three (3) minutes for each speaker for items not on the agenda, and three (3) minutes for each speaker for items on the agenda with a maximum of nine (9) minutes per speaker and twenty (20) minutes total for each agenda item, unless recognized by the Chairperson to exceed the time limit.
- Section 5.2.7 No letters or personally presented statements of concerns against individuals will be acted on by the West End SELPA CAC.
- Section 5.2.8 All CAC members will encourage a positive atmosphere during any CAC meeting or event. West End SELPA CAC members will conduct themselves in a professional manner that encourages respectful dialogue between all persons present.
- Section 5.2.9 All regular and special meetings of the West End SELPA CAC shall be conducted in accordance with *Robert's Rules of Order Newly Revised*, or in accordance with an

appropriate adaptation thereof

## Article VI OFFICERS

### Section 6.1 Composition

There shall be the following officers: Chairperson, Chairperson Elect, Parliamentarian, Secretary, and Immediate Past Chairperson. Whenever possible, a majority of officers will be parents/guardians of students with disabilities residing and enrolled within the local plan area. Officers must be members in good standing.

### Section 6.2 Nomination

Nomination for officers will be taken from the floor at the annual meeting. Officers will assume office as of July 1 of that year. Nominees must state a willingness to serve before elected. In the event no nominations are submitted for a position, the Chairperson may appoint a person to the position or extend the current officer for an additional term.

### Section 6.3 Terms of Office

The term of office shall be two years. No person shall serve more than three consecutive terms in one office with the exception of the Chairperson who may serve four consecutive terms. In the event of a vacancy for any reason, the office shall be filled by majority vote of the quorum present at the next meeting following the vacancy.

### Section 6.4 The major duties of the officers are as follows:

Chairperson - Preside at all Committee meetings. Appoint convener Chairperson of the committees. Serve, or appoint a designee, as CAC spokesperson to the school districts and Superintendents' Council Meetings. Serve as a non-voting ex officio member of all CAC committees. In collaboration with the SELPA Administrator, develops the agenda for the CAC meeting, prepare reports as needed or requested, direct the planning of parent educational presentations oversee and approve, before dissemination, all correspondence written on behalf of CAC, such as but not limited to: letters, reports, publication of articles in the West End SELPA newsletter and the CAC pamphlet. Sign off on Local Plan Reviews.

Chairperson Elect – Assist the Chairperson in his/her absence and in the event the Chairperson is unable to continue to serve, assume that position. Preside at meetings in the Chairpersons' absence. Serve on the Executive Committee and any subcommittees as appointed to do so. Serve as Chairperson in next term, if the current chair is not continuing for an additional term.

Parliamentarian - Assist the Chairperson in keeping the meeting focused on the agenda and to follow parliamentary procedures and those required by the Ralph M. Brown Act.

Secretary - Record attendance and minutes of all Committee meetings. Advise Chairperson and SELPA Administrator of the membership status of each member. Keep a membership list that includes dates of appointment and end of term. Maintain subcommittee membership list and subcommittee reports. Receive and transmit Committee correspondence and materials designated by the members, including public



notification and notification to members prior to the meetings. The Secretary may designate these tasks to West End SELPA staff.

Immediate Past Chair Person - The Chairperson becomes the Immediate Past President, following his/her term as Chairperson and is a member of the Executive Committee, provided he/she continues as a CAC member for an additional term. The Immediate Past President's role is primarily limited to performing such duties and provides such advice as is requested by the current Chairperson.

## Article VII

### COMMITTEES AND STRUCTURE

- Section 7.1 There shall be three types of committees: Standing committees, ad hoc committees, and an executive committee
- Section 7.1.1 The authority and duties of the Committees shall be delegated by the Community Advisory Committee Chairperson.
- Section 7.1.2 Each subcommittee shall have a minimum membership of three subcommittee members appointed by the chairperson. A quorum shall consist of a majority of the committee members.
- Section 7.1.3 The Chairperson shall appoint the convener of standing and ad hoc committees as well as standing and ad hoc committee chairpersons.
- Section 7.1.4 Business shall be conducted in accordance with *Robert's Rules of Order Newly Revised*.
- Section 7.1.5 Committees shall not take action without a meeting.
- Section 7.1.6 Committee members shall receive written or personal notification of all meetings at least five working days prior to the meeting.
- Section 7.1.7 Committees may be created or inactivated as deemed necessary by a majority of the members of the Community Advisory Committee.
- Section 7.2 The CAC shall have the following standing committees: The Public Information and Membership Committee, the Parent and Community Education Committee, the Local Plan Review Committee, the Legislative Committee, the Art and Writing Showcase Committee, and the Executive Committee.
- Section 7.2.1 Executive Committee – The Executive Committee shall be comprised of the Chairperson, Chairperson Elect, Parliamentarian, Secretary and Immediate Past Chairperson. Each member shall have one vote. A majority of members of the Executive Committee must be present to constitute a quorum. A majority vote shall be required for any motion to be approved by the Executive Committee. The Executive Committee can call an emergency meeting of the CAC in accordance with the CAC Bylaws. The Executive Committee will participate in annual goal setting each year.

- Section 7.2.2 Public Information and Membership Committee – Members will provide information about the CAC to interested persons in the local community. The committee will work collaboratively with the CAC Secretary regarding membership vacancies, member term of office, and ensure that the membership stays in accordance with the CAC Bylaws and the California Education Code.
- Section 7.2.3 Parent and Community Education Committee – The Parent and Community Education Committee will assist in educating students, parents, school staff, and the community about individuals with exceptional needs through media outreach, newsletter articles, and organized educational presentations. The committee will coordinate with the SELPA to plan and deliver training topics and/or presenters for the full CAC. Members will assist and participate, when appropriate and available, with in-service activities, parent education, and any CAC training.
- Section 7.2.4 Local Plan Review and Legislative Committee – The Local Plan Review and Legislative Committee will read and review the Local Plan, assist in the development of the plan and provide recommendations for changes and/or improvements in programs for students with disabilities, in accordance with the California Education Code. It will encourage involvement and comments from the community regarding the programs, services, and the Local Plan. It will submit a written report and/or send a representative as needed, to the West End SELPA Advisory Committee and Superintendents' Council. The committee chair will participate in legislative activities with the SELPA Administrator and will keep CAC members and the community informed regarding pertinent legislation.
- Section 7.2.5 Art and Writing Showcase Committee – The committee members will assist in the planning, organizing, and promotion of this event. They will be the curator and highlight the selection of talent and facilitate the participation of students presenting and performing at the ceremony

#### ROLE OF WESELPA ADMINISTRATOR

- Section 8.1 The West End Special Education Local Plan Area (WESELPA) Administrator shall serve as a liaison to the CAC and will assist with the operation and implementation of the CAC activities and serve as an ex-officio non-voting member of the Executive Committee of the CAC.
- Section 8.2 SELPA Administrator Duties and Responsibilities include, but are not limited to, collaborating with the CAC to accomplish the following objectives:
- Section 8.3 Develop an organized program of publicity and public information, such as assisting with articles in the WESELPA newsletters.
- Section 8.4 Develop a forum where parents, guardians, or community members can express needs and/or concerns regarding their children's educational progress.
- Section 8.5 Develop an understanding of the WESELPA and CAC in the community.

- Section 8.6 Inform local, county, and state legislators of the needs of students receiving special education services
- Section 8.7 Inform CAC members of federal and state laws and regulations governing special education.
- Section 8.8 Inform CAC members of activities occurring within the WESELPA and make available for review a copy of minutes of the most recent Superintendents' Council meeting.
- Section 8.9 Provide an annual report of CAC activities to be distributed to the WESELPA Governance groups and members of CAC.
- Section 8.10 Provide information concerning in-service training

Article IX  
EFFECTIVE DATE OF BYLAWS

- Section 9.1 CAC Bylaws shall conform to the California Education Code, Part 30, Chapter 2, Article 7: Community Advisory Committee as well as the West End SELPA Local Plan.
- Section 9.2 These amendments to the Bylaws Amendments thereto shall become effective immediately upon approval by the West End SELPA Superintendents' Council.
- Section 9.3 Changes to the bylaws may be proposed by the Community Advisory Council for approval by the Superintendents Council. All changes shall require a two-thirds vote by all Committee members present at a regularly scheduled CAC business meeting.

**LOCAL PLAN**

**Section D: Annual Budget Plan**

**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education

Special Education Division

Local Plan Annual Submission

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### Local Plan Section D: Annual Budget Plan

Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V**. This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

**IMPORTANT:** Adjustments to any year’s apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. California *Education Code (EC)* Section 56048

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

SELPA West End SELPA

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## TABLE 1

### Special Education Projected Revenue Reporting (Items D-1 to D-3)

#### D-1. Special Education Revenue by Source

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

| Funding Revenue Source           | Amount   | Percentage of Total Funding |
|----------------------------------|--|-----------------------------|
| Assembly Bill (AB) 602 State Aid | <span style="border: 1px solid black; padding: 2px;">75,083,061</span> | 72.57%                      |
| AB 602 Property Taxes            | <span style="border: 1px solid black; padding: 2px;">5,532,445</span>  | 5.35%                       |
| Federal IDEA Part B              | <span style="border: 1px solid black; padding: 2px;">19,510,729</span> | 18.86%                      |
| Federal IDEA Part C              | <span style="border: 1px solid black; padding: 2px;">51,862</span>     | 0.05%                       |
| State Infant/Toddler             | <span style="border: 1px solid black; padding: 2px;">992,543</span>    | 0.96%                       |
| State Mental Health              | <span style="border: 1px solid black; padding: 2px;">0</span>          | 0.00%                       |
| Federal Mental Health            | <span style="border: 1px solid black; padding: 2px;">1,050,412</span>  | 1.02%                       |
| Other Projected Revenue          | <span style="border: 1px solid black; padding: 2px;">1,243,390</span>  | 1.20%                       |
| <b>Total Projected Revenue:</b>  | <b>103,464,442</b>   | <b>100.00%</b>              |

#### D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

RS 3410 Transition Partnership Program; RS 6520 WorkAbility I

#### D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

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SELPA West End SELPA

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## TABLE 2

### Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)

#### D-4. Total Projected Budget by Object Code

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

| Object Code                                | Amount  | Percentage of Total Expenditures |
|--|---|----------------------------------|
| Object Code 1000—Certificated Salaries     | <span style="border: 1px solid black; padding: 2px;">117,856,387</span> | 35.38%                           |
| Object Code 2000—Classified Salaries       | <span style="border: 1px solid black; padding: 2px;">62,812,982</span>  | 18.86%                           |
| Object Code 3000—Employee Benefits         | <span style="border: 1px solid black; padding: 2px;">78,243,584</span>  | 23.49%                           |
| Object Code 4000—Supplies                  | <span style="border: 1px solid black; padding: 2px;">5,585,903</span>   | 1.68%                            |
| Object Code 5000—Services and Operations   | <span style="border: 1px solid black; padding: 2px;">60,893,697</span>  | 18.28%                           |
| Object Code 6000—Capital Outlay            | <span style="border: 1px solid black; padding: 2px;">290,110</span>     | 0.09%                            |
| Object Code 7000—Other Outgo and Financing | <span style="border: 1px solid black; padding: 2px;">7,401,709</span>   | 2.22%                            |
| <b>Total Projected Expenditures:</b>       | <b>333,084,372</b>  | <b>100.00%</b>                   |

#### D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment III**, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

#### D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

Obj 7130 State Special Schools; Obj 7310 Indirect Costs

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### TABLE 3

#### Federal, State, and Local Revenue Summary (Items D-7 to D-8)

##### D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding" fields are automatically calculated.

| Revenue Source                            | Amount  | Percentage of Total Funding |
|---|---|-----------------------------|
| Projected State Special Education Revenue | <span style="border: 1px solid black; padding: 2px;">82,211,439</span>  | 24.68%                      |
| Projected Federal Revenue                 | <span style="border: 1px solid black; padding: 2px;">21,253,003</span>  | 6.38%                       |
| Local Contribution                        | <span style="border: 1px solid black; padding: 2px;">229,619,930</span> | 68.94%                      |
| <b>Total Revenue from all Sources:</b>    | 333,084,372   | 100.00%                     |

##### D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

##### D-9. Special Education Local Plan Area Allocation Plan

- a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

State & Federal funds primarily distributed by ADA or special education pupil count depending on funding type in accordance with approved funding allocation plan; Funding apportioned to the RLA includes proportionate share based on ADA and/or pupil count as well as funding to offset RLA regionalized programs such as grant funding and fee-for-service revenue based on LEA usage; RLA has administrative involvement in the pass-through of special education revenues received on behalf of the SELPA for distribution to member LEAs in accordance with approved funding allocation plan; Apportionments for regionalized programs are made directly to the RLA

- b.  YES     NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking



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process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

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SELPA West End SELPA

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## TABLE 4

### Special Education Local Plan Area Expenditures (Items D-10 to D-11)

#### D-10. Regionalized Operations Budget

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

| Accounting Categories and Codes                | Amount    | Percentage of Total |
|--|-----------|---------------------|
| Object Code 1000—Certificated Salaries         | 720,475   | 33.63%              |
| Object Code 2000—Classified Salaries           | 451,512   | 21.07%              |
| Object Code 3000—Employee Benefits             | 451,915   | 21.09%              |
| Object Code 4000—Supplies                      | 31,486    | 1.47%               |
| Object Code 5000—Services and Operations       | 336,529   | 15.71%              |
| Object Code 6000—Capital Outlay                | 0         | 0.00%               |
| Object Code 7000—Other Outgo and Financing     | 150,551   | 7.03%               |
| <b>Total Projected Operating Expenditures:</b> | 2,142,468 | 100.00%             |

#### D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

Obj 7310 Indirect Costs

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### TABLE 5

#### Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

#### D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

YES     NO

If "No," describe how the SELPA identifies expenditures for low-incidence disabilities as required by *EC* Section 56205(b)(1)(D)?

#### D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.

#### D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.

#### D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

Special Education Local Plan Area (SELPA) Local Plan

SELPA

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**LOCAL PLAN**  
**Attachments**  
**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education  
Special Education Division  
Local Plan Annual Submission

**INTENTIONALLY  
LEFT  
BLANK**

Attachment I

SELPA:

Fiscal Year:

## Attachment I—Local Educational Agency Listing

### Participating Local Educational Agency Identification

Enter the California Department of Education (CDE) issued county/district/school code (CDS) and the full name for each local educational agency (LEA) participating in the Local Plan. The LEA names will automatically populate the remaining attachments. Pursuant to California *Education Code (EC)* sections 56205(a)(12)(D)(iii) and 56195.1(b) and (c), SELPAs with one or more LEAs, or those who join with the county office of education (COE) to submit a Local Plan to the CDE for consideration of approval must include copies of joint powers agreements or contractual agreements, as appropriate.

In the table below, enter the CDE issued CDS code and the official name as listed in the California School Directory <https://www.cde.ca.gov/SchoolDirectory/> for each COE, District, Joint Powers Authority (JPA), and SELPA participating in the Local Plan and receiving a special education funding allocation for services and programs provided to students with disabilities.

#### **To Add or Delete Rows:**

To add or delete table rows, select the "plus" or "minus" buttons bellow. Actions taken here will be automatically repeated for each of the tables in Attachments II through VI. Users must manually enter LEA information in Attachment VII.

#### **LEA Membership Changes:**

If an LEA was previously reported to the CDE in fiscal year 2021–22 or 2022–23 and there is a change in SELPA membership, **DO NOT DELETE** the entry. Instead, under the "LEA Status" column, select the drop-down menu and choose the applicable status option for the LEA membership change.

#### **SELPA County/District/School Codes**

- If a SELPA does not have a CDS code, then the associated fields should be left blank. NOTE: If a CDS code section begins with a "0," the zero will not appear in the user's entry.
- If a SELPA does not have a complete CDS code, then leave the associated district and school code blank.
- If a SELPA is not a charter LEA, then leave the associated charter code blank.

Attachment I

SELPA:

Fiscal Year:

| Add or Delete Row | List | County Code xx | District Code xxxxx | School Code xxxxxxx | Charter Code (if applicable) xxxx | LEA Official Name (District, Charter, COE, JPA, and SELPA) | Special Education Director First Name | Special Education Director Last Name | Phone (xxx) xxx-xxxx | Email                              | LEA Status                                       |
|-------------------|------|----------------|---------------------|---------------------|-----------------------------------|--|---------------------------------------|--------------------------------------|----------------------|------------------------------------|--|
|                   | 1    | 36             | 10363               |                     |                                   | San Bernardino County Office of Education/West End SELPA   | Ricky                                 | Alyassi                              | (909) 476-6131       | ricky.alayassi@weselpa.net         | <input type="text" value="Previously Reported"/> |
|                   | 2    | 36             | 67595               |                     |                                   | Alta Loma Elementary                                       | Lisabeth                              | Pina                                 | (909) 484-5151       | lpina@alsd.org                     | <input type="text" value="Previously Reported"/> |
|                   | 3    | 36             | 67645               |                     |                                   | Central Elementary   | Shermella                             | Roquemore                            | (909) 989-8541       | sroquemore@csd.k12.ca.us           | <input type="text" value="Previously Reported"/> |
|                   | 4    | 36             | 37652               |                     |                                   | Chaffey Joint Union High                                   | Kelly                                 | Martinez                             | (909) 988-8511       | kelly.martinez@cjuhdsd.net         | <input type="text" value="Previously Reported"/> |
|                   | 5    | 36             | 67678               |                     |                                   | Chino Valley Unified                                       | Cheli                                 | McReynolds                           | (909) 628-1201       | willa_mcreynolds@chino.k12.ca.us   | <input type="text" value="Previously Reported"/> |
|                   | 6    | 36             | 67694               |                     |                                   | Cucamonga Elementary                                       | Tracee                                | Stewart                              | (909) 987-8942       | tstewart@cuca.k12.ca.us            | <input type="text" value="Previously Reported"/> |
|                   | 7    | 36             | 67702               |                     |                                   | Etiwanda Elementary  | Elizabeth                             | Freer                                | (909) 803-3105       | elizabeth_freer@etiwanda.k12.ca.us | <input type="text" value="Previously Reported"/> |
|                   | 8    | 36             | 67785               |                     |                                   | Mountain View Elementary                                   | Jan                                   | Van Dyke                             | (909) 947-2205       | jan_vandyke@mvsdk8.org             | <input type="text" value="Previously Reported"/> |
|                   | 9    | 36             | 67793               |                     |                                   | Mt Baldy Joint Elementary                                  | Kate                                  | Huffman                              | (909) 985-0991       | kate_huffman@mtbaldy.k12.ca.us     | <input type="text" value="Previously Reported"/> |
|                   | 10   | 36             | 75069               |                     |                                   | Upland Unified   | Ryan                                  | Parry                                | (909) 985-1864       | ryan_parry@upland.k12.ca.us        | <input type="text" value="Previously Reported"/> |

## Attachment II

SELPA: Fiscal Year: 

Each SELPA must adhere to requirements for developing and reporting special education budget revenue and expenditures. The following excerpt is taken from California School Accounting Manual (CSAM): Procedure 755 Special Education on page 755-1 and included to assist the SELPA with completing Section D: Annual Budget Plan information for each LEA participating in the SELPA's Local Plan.

Special education budgets are complex and are of great interest to the public, both locally and statewide. *EC* Section 56205(b)(1) requires that a special education budget shall identify particular elements. Identification of the following elements is facilitated by the standardized account code structure (SACS):

1. Apportionment received by the LEA in accordance with the allocation plan adopted by the SELPA. (The apportionment is tracked in SACS in the resource field in combination with the revenue code in the object field.)
2. Administrative costs of the plan. (These costs are tracked in the function field.)
3. Costs of special education services to pupils with severe disabilities and low-incidence disabilities. (This population is identified by the goal field.)
4. Costs of special education services to pupils with nonsevere disabilities. (This population is identified by the goal field.)
5. Costs of supplemental aids and services provided to meet the individual needs of pupils placed in regular education classrooms and environments. (Costs of these aids and services are tracked in the function field.)
6. Costs of regionalized operations and services and direct instructional support by program specialists in accordance with Part 30, Chapter 7.2, Article 6, of the California *EC*, Program Specialists and Administration of Regionalized Operations and Services. (These costs are tracked in the goal field for regionalized operations and in the function field for instructional services.)
7. Use of property taxes allocated to the SELPA pursuant to *EC* Section 2572. (Property taxes allocated to the SELPA are tracked in the resource field and identified by a revenue code in the object field.)



Attachment II

SELPA:

Fiscal Year:

**Attachment II—Projected Special Education Revenue by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue funding sources allowed by the Individuals with Disabilities Education Act (IDEA). Information included in this table must be consistent with revenues identified in Section D, Table 1. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 1.

| List | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Assembly Bill<br>(AB) 602<br>State Aid | AB 602<br>Property Tax | Federal<br>IDEA<br>Part C | Federal<br>IDEA<br>Part B | State<br>Infant/ Toddler | State<br>Mental<br>Health | Federal<br>Mental<br>Health | Other<br>Revenue | Subtotal   |
|------|--|--|------------------------|---------------------------|---------------------------|--------------------------|---------------------------|-----------------------------|------------------|------------|
| 1    | San Bernardino County Office of Education/West End SELPA         | 33,509,882                             | 5,532,445              | 51,862                    | 555,349                   | 992,543                  | 0                         | 6,256                       | 1,243,390        | 41,891,727 |
| 2    | Alta Loma Elementary   | 2,934,101                              | 0                      | 0                         | 1,098,964                 | 0                        | 0                         | 67,703                      | 0                | 4,100,768  |
| 3    | Central Elementary   | (1,086,081)                            | 0                      | 0                         | 1,228,786                 | 0                        | 0                         | 51,832                      | 0                | 194,537    |
| 4    | Chaffey Joint Union High   | 9,558,801                              | 0                      | 0                         | 5,044,419                 | 0                        | 0                         | 268,654                     | 0                | 14,871,874 |
| 5    | Chino Valley Unified   | 14,150,238                             | 0                      | 0                         | 5,238,258                 | 0                        | 0                         | 306,148                     | 0                | 19,694,644 |
| 6    | Cucamonga Elementary   | (213,162)                              | 0                      | 0                         | 534,193                   | 0                        | 0                         | 28,033                      | 0                | 349,064    |
| 7    | Etiwanda Elementary  | 11,303,578                             | 0                      | 0                         | 2,730,651                 | 0                        | 0                         | 165,932                     | 0                | 14,200,161 |
| 8    | Mountain View Elementary   | (1,051,215)                            | 0                      | 0                         | 673,083                   | 0                        | 0                         | 38,090                      | 0                | -340,042   |

Attachment II

SELPA:

Fiscal Year:

| List           | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Assembly Bill<br>(AB) 602<br>State Aid | AB 602<br>Property Tax | Federal<br>IDEA<br>Part C | Federal<br>IDEA<br>Part B | State<br>Infant/<br>Toddler | State<br>Mental<br>Health | Federal<br>Mental<br>Health | Other<br>Revenue | Subtotal    |
|----------------|--|--|------------------------|---------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|------------------|-------------|
| 9              | Mt Baldy Joint Elementary  | 288,289                                | 0                      | 0                         | 27,473                    | 0                           | 0                         | 1,174                       | 0                | 316,936     |
| 10             | Upland Unified   | 5,688,630                              | 0                      | 0                         | 2,379,553                 | 0                           | 0                         | 116,590                     | 0                | 8,184,773   |
| <b>Totals:</b> |  | 75,083,061                             | 5,532,445              | 51,862                    | 19,510,729                | 992,543                     | 0                         | 1,050,412                   | 1,243,390        | 103,464,442 |

Attachment III

SELPA:

Fiscal Year:

**Attachment III—Projected Expenditures by Object Code by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education expenditures by LEA and object code as allowed by the IDEA. Information included in this table must be consistent with expenditures identified in Section D, Tables 2 . NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 2.

| List | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | 1000<br>Certificated<br>Salaries | 2000<br>Classified<br>Salaries | 3000<br>Employee<br>Benefits | 4000<br>Supplies | 5000<br>Services and<br>Operations | 6000<br>Capital<br>Outlay | 7000<br>Other Outgo<br>and Financing | Subtotal   |
|------|--|----------------------------------|--------------------------------|------------------------------|------------------|------------------------------------|---------------------------|--------------------------------------|------------|
| 1    | San Bernardino County Office of Education/West End SELPA         | 15,478,478                       | 12,186,696                     | 14,007,283                   | 1,072,925        | 9,011,399                          | 0                         | 3,366,894                            | 55,123,675 |
| 2    | Alta Loma Elementary   | 6,365,381                        | 2,875,583                      | 3,496,388                    | 302,192          | 1,859,456                          | 8,702                     | 146,568                              | 15,054,270 |
| 3    | Central Elementary   | 4,921,686                        | 2,167,110                      | 2,945,029                    | 117,150          | 3,600,682                          | 0                         | 649,546                              | 14,401,203 |
| 4    | Chaffey Joint Union High   | 23,543,257                       | 16,364,651                     | 20,231,882                   | 335,165          | 18,099,960                         | 143,973                   | 10,615                               | 78,729,503 |
| 5    | Chino Valley Unified   | 26,253,440                       | 10,978,179                     | 13,227,009                   | 2,341,309        | 12,434,554                         | 66,687                    | 1,690,911                            | 66,992,089 |
| 6    | Cucamonga Elementary   | 3,833,746                        | 2,141,409                      | 2,904,885                    | 144,608          | 2,166,793                          | 18,267                    | 12,235                               | 11,221,943 |
| 7    | Etiwanda Elementary  | 19,320,717                       | 9,969,120                      | 10,623,945                   | 619,994          | 2,940,635                          | 27,750                    | 0                                    | 43,502,161 |
| 8    | Mountain View Elementary   | 3,317,980                        | 1,052,284                      | 1,339,763                    | 175,054          | 1,234,267                          | 0                         | 361,283                              | 7,480,631  |
| 9    | Mt Baldy Joint Elementary  | 88,507                           | 29,834                         | 26,689                       | 7,893            | 93,237                             | 0                         | 25,421                               | 271,581    |

Attachment III

SELPA:

Fiscal Year:

| List           | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | 1000<br>Certificated<br>Salaries | 2000<br>Classified<br>Salaries | 3000<br>Employee<br>Benefits | 4000<br>Supplies | 5000<br>Services and<br>Operations | 6000<br>Capital<br>Outlay | 7000<br>Other Outgo<br>and Financing | Subtotal    |
|----------------|--|----------------------------------|--------------------------------|------------------------------|------------------|------------------------------------|---------------------------|--------------------------------------|-------------|
| 10             | Upland Unified   | 14,733,195                       | 5,048,116                      | 9,440,711                    | 469,613          | 9,452,714                          | 24,731                    | 1,138,236                            | 40,307,316  |
| <b>Totals:</b> |  | 117,856,387                      | 62,812,982                     | 78,243,584                   | 5,585,903        | 60,893,697                         | 290,110                   | 7,401,709                            | 333,084,372 |

Attachment IV

SELPA:

Fiscal Year:

**Attachment IV—Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency**

For each LEA participating in the Local Plan, enter the projected special education revenue received by each funding source. Information provided must be consistent with revenues identified in Section D, Table 3. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 3.

| List | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Federal<br>Revenue | Percent of Total<br>Federal<br>Revenue | State<br>Revenue | Percent of Total<br>State Revenue | Local<br>Revenue | Total Federal<br>and State<br>Funding |
|------|--|--------------------|--|------------------|-----------------------------------|------------------|---------------------------------------|
| 1    | San Bernardino County Office of Education/West End SELPA         | 1,253,467          | 5.90%                                  | 40,638,260       | 49.43%                            | 13,231,948       | 41,891,727                            |
| 2    | Alta Loma Elementary   | 1,166,667          | 5.49%                                  | 2,934,101        | 3.57%                             | 10,953,502       | 4,100,768                             |
| 3    | Central Elementary   | 1,280,618          | 6.03%                                  | (1,086,081)      | -1.32%                            | 14,206,666       | 194,537                               |
| 4    | Chaffey Joint Union High   | 5,313,073          | 25.00%                                 | 9,558,801        | 11.63%                            | 63,857,629       | 14,871,874                            |
| 5    | Chino Valley Unified   | 5,544,406          | 26.09%                                 | 14,150,238       | 17.21%                            | 47,297,445       | 19,694,644                            |
| 6    | Cucamonga Elementary   | 562,226            | 2.65%                                  | (213,162)        | -0.26%                            | 10,872,879       | 349,064                               |
| 7    | Etiwanda Elementary  | 2,896,583          | 13.63%                                 | 11,303,578       | 13.75%                            | 29,302,000       | 14,200,161                            |
| 8    | Mountain View Elementary   | 711,173            | 3.35%                                  | (1,051,215)      | -1.28%                            | 7,820,673        | -340,042                              |
| 9    | Mt Baldy Joint Elementary  | 28,647             | 0.13%                                  | 288,289          | 0.35%                             | (45,355)         | 316,936                               |

Attachment IV

SELPA:

Fiscal Year:

| List           | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Federal<br>Revenue | Percent of Total<br>Federal<br>Revenue | State<br>Revenue | Percent of Total<br>State Revenue | Local<br>Revenue | Total Federal<br>and State<br>Funding |
|----------------|--|--------------------|--|------------------|-----------------------------------|------------------|---------------------------------------|
| 10             | Upland Unified   | 2,496,143          | 11.74%                                 | 5,688,630        | 6.92%                             | 32,122,543       | 8,184,773                             |
| <b>Totals:</b> |  | 21,253,003         | 100.00%                                | 82,211,439       | 100.00%                           | 229,619,930      | 103,464,442                           |

Attachment V

SELPA:

Fiscal Year:

**Attachment V—Projected Expenditures by Local Educational Agency for Supplemental Aids and Services in the Regular Classroom for Students with Disabilities and Those Identified with Low Incidence Disabilities**

Enter the revenue allocated to each LEA for supplemental aids and services (SAS) for those students with disabilities placed in the regular classroom setting and those who are identified with low incidence (LI) disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5. NOTE: For fiscal year 2021–22, this Attachment is optional for single LEA SELPAs as the information has been provided in Section D, Table 5.

| List | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Total Projected Expenditures<br>by LEA<br>SAS in the Regular Classroom | Total Projected Expenditures<br>by LEA for LI |
|------|--|--|---|
| 1    | San Bernardino County Office of Education/West End SELPA         | 1,000,077  | 1,271,755                                     |
| 2    | Alta Loma Elementary   | 757,809  | 38,468  |
| 3    | Central Elementary   | 0  | 21,588  |
| 4    | Chaffey Joint Union High   | 11,985,999   | 125,996                                       |
| 5    | Chino Valley Unified   | 157,824  | 121,565                                       |
| 6    | Cucamonga Elementary   | 0  | 25,976  |
| 7    | Etiwanda Elementary  | 710,732  | 61,990  |
| 8    | Mountain View Elementary   | 0  | 23,652  |
| 9    | Mt Baldy Joint Elementary  | 26,919   | 0   |

Attachment V

SELPA:

Fiscal Year:

| List           | LEA Official Name<br>(District, Charter, COE,<br>JPA, and SELPA) | Total Projected Expenditures<br>by LEA<br>SAS in the Regular Classroom | Total Projected Expenditures<br>by LEA for LI |
|----------------|--|--|---|
| 10             | Upland Unified   | 0  | 18,410  |
| <b>Totals:</b> |  | 14,639,360   | 1,709,400                                     |



**Attachment VI  
must be  
completed  
using the CDE  
approved  
Microsoft Excel  
Template**


Attachment VII

SELPA:

Fiscal Year:

**Attachment VII—Special Education Local Plan Area Membership Transfers and Mergers (to and from the SELPA)**

Educational programs and services already in operation may not be transferred to another LEA unless all provisions of *EC* Section 56207 have been met by the SELPA as demonstrated by the completion and submission of Attachment VII. The effective date of the transfer must not be prior to the July 1 of the second fiscal year after the date the sending or receiving SELPA informed the other agency and the governing body of multiple LEA SELPAs or the responsible individual of single LEA SELPAs notified the other agency, unless both the sending and receiving SELPA unanimously agree the transfer date will take effect on the July 1 of the first fiscal year following the notification date.

| LEA Name   | Add or Delete Row | LEA Status      | Impacted SELPA Name | Impacted District, Charter, or School Name | Initiating SELPA Notification Date | SELPA Governing Board Notification Date | COE Notification Date | CDE Notification Date | Agreed Upon Effective Fiscal Year |
|--|-------------------|-----------------|---------------------|--|------------------------------------|---|-----------------------|-----------------------|-----------------------------------|
| San Bernardino County Office of Education/West End  |                   | Delete This Row |                     |  |                                    |   |                       |                       | <input type="text"/>              |

DO NOT  
DISTRIBUTE

## West End Special Education Local Plan Area Annual Budget Plan 2024/25 Fiscal Year

**Revenue:**

|  |                    |
|--|--------------------|
| AB602 Entitlement (State)  | 75,083,061         |
| AB602 Property Taxes (State)   | 5,532,445          |
| Federal IDEA Part B  | 19,510,729         |
| Federal IDEA Part C  | 51,862             |
| State Infant/Toddler   | 992,543            |
| State Mental Health  | 0                  |
| Federal Mental Health  | 1,050,412          |
| Other Revenue  | 1,243,390          |
| PY Fund Balance and General Funds including LCFF Special Education ADA revenue | 229,619,930        |
| <b>Revenue Total</b>   | <b>333,084,372</b> |

**Expenditures:**

|                                |                      |
|--------------------------------|----------------------|
| Certificated Salaries (1XXX)   | 117,856,387          |
| Classified Salaries (2XXX)     | 62,812,982           |
| Employee Benefits (3XXX)       | 78,243,584           |
| Supplies (4XXX)                | 5,585,903            |
| Services & Operations (5XXX)   | 60,893,697           |
| Capital Outlay (6XXX)          | 290,110              |
| Other Outgo & Financing (7XXX) | 7,401,709            |
| <b>Expenditures Total</b>      | <b>333,084,372</b> * |

\*Includes Aides and Services in Regular Classes and Environments (Function 1130)                   \$     14,639,360

WEST END SPECIAL EDUCATION LOCAL PLAN AREA  
2024/25 ANNUAL BUDGET PLAN

2024/25 BUDGETED EXPENDITURES (Projected)

T. Chatkoo 4/11/24

| District        | Certificated Salaries | Classified Salaries | Employee Benefits | Supplies         | Services & Operations | Capital Outlay | Other Outgo & Financing | Total              | Supplemental Aides & Svcs Provided in Reg Classroom or Other Environments |
|-----------------|-----------------------|---------------------|-------------------|------------------|-----------------------|----------------|-------------------------|--------------------|---|
|                 | 1000-1999             | 2000-2999           | 3000-3999         | 4000-4999        | 5000-5999             | 6000-6999      | 7000-7999               |                    | Function 1130   |
| SBCSS           | 14,758,003            | 10,944,473          | 13,257,547        | 1,025,143        | 8,076,312             | 0              | 3,139,192               | 51,200,670         | 839,839   |
| Alta Loma       | 6,365,381             | 2,875,583           | 3,496,388         | 302,192          | 1,859,456             | 8,702          | 146,568                 | 15,054,270         | 757,809   |
| Central         | 4,921,686             | 2,167,110           | 2,945,029         | 117,150          | 3,600,682             | 0              | 649,546                 | 14,401,203         | 0   |
| Chaffey         | 23,543,257            | 16,364,651          | 20,231,882        | 335,165          | 18,099,960            | 143,973        | 10,615                  | 78,729,503         | 11,985,999  |
| Chino Valley    | 26,253,440            | 10,978,179          | 13,227,009        | 2,341,309        | 12,434,554            | 66,687         | 1,690,911               | 66,992,089         | 157,824   |
| Cucamonga       | 3,833,746             | 2,141,409           | 2,904,885         | 144,608          | 2,166,793             | 18,267         | 12,235                  | 11,221,943         | 0   |
| Etiwanda        | 19,320,717            | 9,969,120           | 10,623,945        | 619,994          | 2,940,635             | 27,750         | 0                       | 43,502,161         | 710,732   |
| Mountain View   | 3,317,980             | 1,052,284           | 1,339,763         | 175,054          | 1,234,267             | 0              | 361,283                 | 7,480,631          | 0   |
| Mt. Baldy       | 88,507                | 29,834              | 26,689            | 7,893            | 93,237                | 0              | 25,421                  | 271,581            | 26,919  |
| Upland          | 14,733,195            | 5,048,116           | 9,440,711         | 469,613          | 9,452,714             | 24,731         | 1,138,236               | 40,307,316         | 0   |
| SELPA           | 720,475               | 1,242,223           | 749,736           | 47,782           | 935,087               | 0              | 227,702                 | 3,923,005          | 160,238   |
| <b>TOTAL</b>    | <b>117,856,387</b>    | <b>62,812,982</b>   | <b>78,243,584</b> | <b>5,585,903</b> | <b>60,893,697</b>     | <b>290,110</b> | <b>7,401,709</b>        | <b>333,084,372</b> | <b>14,639,360</b>   |
| SBCSS/SELPA     | \$ 15,478,478         | \$ 12,186,696       | \$ 14,007,283     | \$ 1,072,925     | \$ 9,011,399          | \$ -           | \$ 3,366,894            | \$ 55,123,675      | \$ 1,000,077  |
| SELPA (FN 2200) | \$ 720,475            | \$ 451,512          | \$ 451,915        | \$ 31,486        | \$ 336,529            | \$ -           | \$ 150,551              | \$ 2,142,468       |   |

2024/25 REVENUE ALLOCATIONS (Projected)

| DISTRICT      | STATE PROPERTY TAXES | STATE AB602 ENTITLEMENT | STATE AB602 LOW INCIDENCE | IDEA, Part B FEDERAL LOCAL ASSISTANCE | IDEA, Part B FEDERAL PRESCHOOL GRANT | IDEA, Part B PRESCHOOL STAFF DEVELOPMENT | IDEA, Part B ADR | IDEA, Part C INFANT | STATE INFANT   | STATE MENTAL HEALTH | FEDERAL MENTAL HEALTH | OTHER            | Total              |
|---------------|----------------------|-------------------------|---------------------------|---------------------------------------|--------------------------------------|--|------------------|---------------------|----------------|---------------------|-----------------------|------------------|--------------------|
|               | SBCSS                | 5,532,445               | 30,017,898                | 1,111,147                             |                                      | 288,045                                  |                  |                     | 51,862         | 992,543             |                       | 6,256            |                    |
| Alta Loma     |                      | 2,895,633               | 38,468                    | 1,098,964                             |                                      |  |                  |                     |                |                     | 67,703                |                  | 4,100,768          |
| Central       |                      | (1,107,669)             | 21,588                    | 1,228,786                             |                                      |  |                  |                     |                |                     | 51,832                |                  | 194,537            |
| Chaffey       |                      | 9,432,805               | 125,996                   | 5,044,419                             |                                      |  |                  |                     |                |                     | 268,654               |                  | 14,871,874         |
| Chino Valley  |                      | 14,028,673              | 121,565                   | 5,238,258                             |                                      |  |                  |                     |                |                     | 306,148               |                  | 19,694,644         |
| Cucamonga     |                      | (239,138)               | 25,976                    | 534,193                               |                                      |  |                  |                     |                |                     | 28,033                |                  | 349,064            |
| Etiwanda      |                      | 11,241,588              | 61,990                    | 2,730,651                             |                                      |  |                  |                     |                |                     | 165,932               |                  | 14,200,161         |
| Mountain View |                      | (1,074,867)             | 23,652                    | 673,083                               |                                      |  |                  |                     |                |                     | 38,090                |                  | (340,042)          |
| Mt. Baldy     |                      | 288,289                 | 0                         | 27,473                                |                                      |  |                  |                     |                |                     | 1,174                 |                  | 316,936            |
| Upland        |                      | 5,670,220               | 18,410                    | 2,379,553                             |                                      |  |                  |                     |                |                     | 116,590               |                  | 8,184,773          |
| SELPA         |                      | 2,220,229               | 160,608                   | 219,102                               | 29,885                               | 3,510                                    | 14,807           |                     |                |                     |                       | 1,243,390        | 3,891,531          |
| <b>TOTAL</b>  | <b>5,532,445</b>     | <b>73,373,661</b>       | <b>1,709,400</b>          | <b>19,174,482</b>                     | <b>317,930</b>                       | <b>3,510</b>                             | <b>14,807</b>    | <b>51,862</b>       | <b>992,543</b> | <b>0</b>            | <b>1,050,412</b>      | <b>1,243,390</b> | <b>103,464,442</b> |
| SBCSS/SELPA   | 5,532,445            | 32,238,127              | 1,271,755                 | 219,102                               | 317,930                              | 3,510                                    | 14,807           | 51,862              | 992,543        | 0                   | 6,256                 | 1,243,390        | 41,891,727         |

2024/25 REVENUE ALLOCATIONS (Projected) by Funding Source

| DISTRICT      | FEDERAL           | STATE             | LOCAL              | Total              |
|---------------|-------------------|-------------------|--------------------|--------------------|
| SBCSS         | 346,163           | 37,654,033        | 13,200,474         | 51,200,670         |
| Alta Loma     | 1,166,667         | 2,934,101         | 10,953,502         | 15,054,270         |
| Central       | 1,280,618         | (1,086,081)       | 14,206,666         | 14,401,203         |
| Chaffey       | 5,313,073         | 9,558,801         | 63,857,629         | 78,729,503         |
| Chino Valley  | 5,544,406         | 14,150,238        | 47,297,445         | 66,992,089         |
| Cucamonga     | 562,226           | (213,162)         | 10,872,879         | 11,221,943         |
| Etiwanda      | 2,896,583         | 11,303,578        | 29,302,000         | 43,502,161         |
| Mountain View | 711,173           | (1,051,215)       | 7,820,673          | 7,480,631          |
| Mt. Baldy     | 28,647            | 288,289           | (45,355)           | 271,581            |
| Upland        | 2,496,143         | 5,688,630         | 32,122,543         | 40,307,316         |
| SELPA         | 907,304           | 2,984,227         | 31,474             | 3,923,005          |
| <b>TOTAL</b>  | <b>21,253,003</b> | <b>82,211,439</b> | <b>229,619,930</b> | <b>333,084,372</b> |
| SBCSS/SELPA   | 1,253,467         | 40,638,260        | 13,231,948         | 55,123,675         |

Source Documents: Budgeted Expenditures - County Ops/SELPA: 2024/25 Preliminary Budgets  
 Budgeted Expenditures - Districts: 2023/24 Second Interim SEMAI (LP-I) adjusted for % change vs prior years (3-year average)  
 FN 1130 - Budgets taken from Financial Activity Reports as of 4/2/24  
 24/25 #1 Preliminary AB602 Funding Model, Updated: 4/8/24  
 24/25 #1 Preliminary Mental Health Funding Model as of 4/5/24

Special Education Local Plan Area (SELPA) Local Plan

SELPA

Fiscal Year

**LOCAL PLAN**  
**Section E: Annual Service Plan**  
**SPECIAL EDUCATION LOCAL PLAN AREA**



California Department of Education

Special Education Division

Local Plan Annual Submission

Section E: Annual Service Plan

SELPA: West End SELPA

Fiscal Year: 2024-25

**Local Plan Section E: Annual Service Plan**

California *Education Code (EC)* sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

**Services Included in the Local Plan Section E: Annual Service Plan**

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations (34 CFR)* Section 300.156(b), Title 5 of the *California Code of Regulations (5 CCR)* 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI**.

**Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.**

- 330–Specialized Academic Instruction/  
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

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. (34 CFR 300.39(b)(3)).

*Service is Not Currently Provided*

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- 210–Family Training, Counseling, Home Visits (Ages 0-2 only)  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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.

- 220–Medical (Ages 0-2 only)  *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

- 230–Nutrition (Ages 0-2 only)  *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

- 240–Service Coordination (Ages 0-2 only)  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

- 250–Special Instruction (Ages 0-2 only)  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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 Individual Family Service Plan (IFSP); providing families with information, skills, and support related to enhancing the skill development of the child;

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260–Special Education Aide (Ages 0-2 only)       *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

270–Respite Care (Ages 0-2 only)       *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

340–Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

*Service is Not Currently Provided*

350–Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

*Service is Not Currently Provided*

415–Speech and Language       *Service is Not Currently Provided*



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Provide a detailed description of the services to be provided under this code.

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. Services may be direct or indirect including the use of a speech consultant.

425–Adapted Physical Education

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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 unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

435–Health and Nursing: Specialized Physical Health Care

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child’s licensed physician and/or 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 (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

436–Health and Nursing: Other

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a

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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

445–Assistive Technology

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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. (34 CFR Part 300.6).

450–Occupational Therapy

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes services to improve student's educational performance, postural stability, selfhelp 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.

Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; 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 provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363).

460–Physical Therapy

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered

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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. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5

510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, 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. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

*Service is Not Currently Provided*

515–Counseling and Guidance

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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 aspects, such as educational, 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. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) 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. (34 CFR 300.306; CCR Title 5 §3051.9).

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520–Parent Counseling

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

525–Social Worker

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, 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. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

530–Psychological

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24). IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

535–Behavior Intervention

*Service is Not Currently Provided*

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Provide a detailed description of the services to be provided under this code.

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. (CCR Title 5 §3001(d)).

540–Day Treatment  *Service is Not Currently Provided*

545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

*Service is Not Currently Provided*

610–Specialized Service for Low Incidence Disabilities  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deafblind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

710–Specialized Deaf and Hard of Hearing  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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 may also be

## Section E: Annual Service Plan

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715–Interpreter  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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. (CCR Title 5, §3051.16).

720–Audiological  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

725–Specialized Vision  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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); 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. (CAC Title 5 §3030(d), EC 56364.1).

730–Orientation and Mobility  *Service is Not Currently Provided*

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Provide a detailed description of the services to be provided under this code.

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 Individualized Education Program (IEP).

735–Braille Transcription  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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.

740–Specialized Orthopedic  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) & 3051.16).

745–Reading  *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

750–Note Taking  *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

Service is available, but not currently utilized.

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755–Transcription

*Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA’s continuum of services available to students with disabilities.

760–Recreation Service, Including  
Therapeutic Recreation

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

820–College Awareness

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

830–Vocational Assessment, Counseling,  
Guidance, and Career Assessment

*Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

840–Career Awareness

*Service is Not Currently Provided*



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Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

850–Work Experience Education  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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. (34 CFR 300.26).

855–Job Coaching  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

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.

860–Mentoring  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and 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

865–Agency Linkages (referral and placement)  *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized

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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). (34 CFR §613).

870–Travel and Mobility Training  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

Orientation and mobility services-- (i) Means services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community.

890–Other Transition Services  Service is Not Currently Provided

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

900–Other Related Service

Pursuant to Title 5 of the *California Code of Regulations* (5 CCR) 3051.24, "other related services" not identified in sections 5 CCR sections 3051.1 through 3051.23 must be provided only by staff who possess a license to perform the service issued by an entity within the Department of Consumer Affairs or another state licensing office; or by staff who hold an credential issued by the California Commission on Teacher Credentialing authorizing the service. If code 900 is used, include the information below. Users may select the "+" and "-" buttons to add or delete responses.

Service is Not Currently Provided



Description of the "Other Related Service"

[Empty text box for description]

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Qualifications of the Provider Delivering "Other Related Service"





















## 2024/25 Local Plan

### **Background:**

California Education Code requires that a SELPA review its Local Plan at least once every three years and update the plan as needed to ensure information contained in the Governance and Administration section (Section B) remains relevant and accurate. On an annual basis, the SELPA must submit the Annual Budget Plan (Section D) and the Annual Service Plan (Section E).

The Annual Budget Plan identifies projected revenues and expenditures for students with disabilities. These projections are identified at the SELPA level and for each participating LEA using CDE-adopted templates.

The Annual Service Plan identifies a full continuum of service options provided within the SELPA, assuring access to appropriate instruction and services for all students with disabilities from birth to twenty-two years of age, including children with low-incidence disabilities.

### **Fiscal Impact:**

There is no anticipated fiscal impact.

### **Recommendation:**

Approve the 2024/25 Local Plan as presented.

## WESELPA Fiscal Transfer/Update Notification May 2024

- a. 24/25 SELPA Administrative Budgets – The 24/25 SELPA Administrative budgets are summarized below:

|                                     | Col A                     | Col B      | Col C      | Col D                  |
|-------------------------------------|---------------------------|------------|------------|------------------------|
|                                     | PROJ BEGINNING<br>BALANCE | REVENUE    | EXPENSE    | PROJ ENDING<br>BALANCE |
| 0282 JOINT RISK FUND                | 590,178                   | 17,353,084 | 17,543,261 | 400,001                |
| 0284 PRGRM SPCLST/REGIONALIZED SVCS | 175,730                   | 1,774,654  | 1,773,319  | 177,065                |
| 0463 PERSONNEL DEVELOPMENT          | -                         | 11,930     | 11,930     | -                      |

- b. 23/24 Final 50% Mental Health Contribution – Mental Health related expenditures are projected to be \$4,630,378. Based on this projected total, the 23/24 Final 50% Mental Health contribution will be \$2,535,657 and is summarized below:

|                   | Col. A                                    | Col. B                                   | Col. C                                    | Col. D  | Col. E   | Col. F   |
|-------------------|---|--|---|---|--|--|
| Description       | Funded ADA<br>(State)<br><br>(CY P-2 ADA) | Projected Per<br>ADA Rate<br><br>\$56.36 | Small School<br>Protection<br><br>(Col Q) | District MH<br>Contributions<br><br>(Col B + C) | Initial 50%<br>Contribution<br>(50% x Col D)<br>Nov-23 | Final 50%<br>Contribution<br>(Col D - Col E)<br>May-24 |
| <b>REVENUE</b>    |   |  |   |   |  |  |
| County Operations | 474.21                                    | \$ 26,726.00                             | \$ 11.00                                  | \$ 26,737.00                                    | \$ 12,066.00   | \$ 14,671.00   |
| Alta Loma         | 5,295.54                                  | 298,457.00                               | 122.00                                    | 298,579.00                                      | 134,499.00   | 164,080.00   |
| Central           | 4,055.47                                  | 228,566.00                               | 93.00                                     | 228,659.00                                      | 101,626.00   | 127,033.00   |
| Chaffey           | 20,822.13                                 | 1,173,535.00                             | 479.00                                    | 1,174,014.00                                    | 529,907.00   | 644,107.00   |
| Chino             | 24,090.69                                 | 1,357,751.00                             | 554.00                                    | 1,358,305.00                                    | 613,646.00   | 744,659.00   |
| Cucamonga         | 2,215.47                                  | 124,864.00                               | 51.00                                     | 124,915.00                                      | 55,011.00  | 69,904.00  |
| Etiwanda          | 12,941.09                                 | 729,360.00                               | 298.00                                    | 729,658.00                                      | 332,017.00   | 397,641.00   |
| Mountain View     | 2,973.29                                  | 167,575.00                               | 68.00                                     | 167,643.00                                      | 76,382.00  | 91,261.00  |
| Mt Baldy          | 93.40                                     | 5,264.00                                 | (1,888.00)                                | 3,376.00  | 1,549.00   | 1,827.00   |
| Upland            | 9,195.88                                  | 518,280.00                               | 212.00                                    | 518,492.00                                      | 238,018.00   | 280,474.00   |
| <b>Subtotal</b>   | <b>82,157.17</b>                          | <b>\$ 4,630,378.00</b>                   | <b>\$ -</b>                               | <b>\$ 4,630,378.00</b>                          | <b>\$ 2,094,721.00</b>                                 | <b>\$ 2,535,657.00</b>                                 |

c. 23/24 Low Incidence Update – The 23/24 Low Incidence update is summarized below:

|                         | <i>Col A</i>  | <i>Col B</i>   | <i>Col C</i>        | <i>Col D</i>      | <i>Col E</i>        | <i>Col F</i>          |
|-------------------------|---------------|----------------|---------------------|-------------------|---------------------|-----------------------|
| DISTRICT                | PY            | PUPIL COUNT    | TOTAL               | LOW INCIDENCE     | LOW INCIDENCE       | LOW INCIDENCE         |
|                         | LOW INCIDENCE | RATIO          | ALLOCATION          | EXPENDITURES/     | OFFSET              | BALANCE               |
|                         | PUPIL COUNT   |                |                     | INTENTS           | As of 5/1/24        | Col C - Col D - Col E |
| ALTA LOMA               | 32            | 6.18%          | <b>108,833.13</b>   | 28,851.01         | 74,212.00           | 5,770.12              |
| CENTRAL                 | 24            | 4.63%          | <b>81,624.84</b>    | 21,937.18         | 55,300.00           | 4,387.66              |
| CHAFFEY                 | 169           | 32.63%         | <b>574,774.94</b>   | 101,787.82        | 452,630.00          | 20,357.12             |
| CHINO VALLEY            | 136           | 26.25%         | <b>462,540.78</b>   | 91,173.51         | 353,133.00          | 18,234.27             |
| CUCAMONGA               | 12            | 2.32%          | <b>40,812.42</b>    | 30,399.60         | 4,333.00            | 6,079.82              |
| ETIWANDA                | 67            | 12.93%         | <b>227,869.36</b>   | 57,043.87         | 159,417.00          | 11,408.49             |
| MOUNTAIN VIEW           | 25            | 4.83%          | <b>85,025.88</b>    | 6,555.69          | 48,269.00           | 30,201.19             |
| MT. BALDY               | -             | 0.00%          | <b>0.00</b>         | 0.00              | 0.00                | 0.00                  |
| UPLAND UNIFIED          | 53            | 10.23%         | <b>180,254.86</b>   | 46,635.59         | 124,292.00          | 9,327.27              |
| PACIFIC HEARING EXPENSE |               |                | 158,718.00          | 0.00              | 0.00                | 158,718.00            |
| INDIRECT COST           |               |                | 2,125.00            | 0.00              | 0.00                | 2,125.00              |
| <b>TOTAL</b>            | <b>518</b>    | <b>100.00%</b> | <b>1,922,579.21</b> | <b>384,384.27</b> | <b>1,271,586.00</b> | <b>266,608.94</b>     |

d. 23/24 Final 50% Joint Risk Fund Contribution Transfer - Based on a per ADA amount of \$50.73, the 23/24 Final 50% Joint Risk Fund Contribution transfer in the amount of \$2,090,314 will be transferred from West End Districts to the Joint Risk Fund (MG 0282). The transfer is summarized below:

| DISTRICT                  | <i>Col A</i><br>2023/24<br>P-2<br>ADA<br>April 2024 | <i>Col B</i><br>2023/24<br>Contribution per<br>ADA<br>\$50.73 | <i>Col C</i><br>2023/24<br>Initial 50%<br>Contribution<br>December 2023 | <i>Col D</i><br>2023/24<br>Final 50%<br>Contribution<br>Col B Less C |
|---------------------------|---|---|---|--|
| West End Student Services | 474.21  | \$24,057.00   | \$11,962.00   | <b>\$12,095.00</b>   |
| Alta Loma                 | 5,295.54  | 268,643.00  | 133,344.00  | <b>135,299.00</b>  |
| Central                   | 4,055.47  | 205,734.00  | 100,754.00  | <b>104,980.00</b>  |
| Chaffey                   | 20,822.13   | 1,056,307.00  | 525,359.00  | <b>530,948.00</b>  |
| Chino Valley              | 24,090.69   | 1,222,121.00  | 608,380.00  | <b>613,741.00</b>  |
| Cucamonga                 | 2,215.47  | 112,391.00  | 54,539.00   | <b>57,852.00</b>   |
| Etiwanda                  | 12,941.09   | 656,501.00  | 329,167.00  | <b>327,334.00</b>  |
| Mountain View             | 2,973.29  | 150,835.00  | 75,727.00   | <b>75,108.00</b>   |
| Mt Baldy                  | 93.40   | 4,738.00  | 2,313.00  | <b>2,425.00</b>  |
| Upland                    | 9,195.88  | 466,507.00  | 235,975.00  | <b>230,532.00</b>  |
| Total                     | 82,157.17   | \$4,167,834.00  | \$2,077,520.00  | <b>\$2,090,314.00</b>  |

- e. 23/24 3rd Quarter Joint Risk Fund Reimbursement Transfer – The 23/24 3rd Quarter Joint Risk Fund (JRF) Reimbursement Transfer will be transferred from West End Districts to the JRF (MG 0282). The transfer is summarized below:

|                     | 3rd Qtr.     |
|---------------------|--------------|
| WE Student Services | 0.00         |
| Alta Loma           | 79,626.78    |
| Central             | 57,138.54    |
| Chaffey             | 1,044,238.98 |
| Chino               | 375,547.00   |
| Cucamonga           | 45,550.96    |
| Etiwanda            | 289,736.77   |
| Mountain View       | 6,583.88     |
| Mount Baldy         | 0.00         |
| Upland              | 366,724.84   |
|                     | 2,265,147.76 |

- f. 23/24 Final 50% SEIS Web-based IEP Contribution Transfer – The 23/24 Final 50% SEIS Web-based IEP Contribution Transfer in the amount of \$56,740 will be transferred from West End Districts to the Joint Risk Fund (MG 0282). The transfer is summarized below:

| District                  | Col. A<br>2023/24                            | Col. B<br>2023/24    | Col. C<br>2023/24                             | Col. D<br>2023/24  | Col. E<br>2023/24                                       |
|---------------------------|--|----------------------|---|--|---|
|                           | Oct 2023<br>Special Education<br>Pupil Count | Pupil Count<br>Ratio | Cost<br>\$ 113,484<br><i>Est Cost x Col B</i> | Initial 50%<br>Contribution<br>Dec 2023<br><i>Col. C x 50%</i> | Final 50%<br>Contribution<br><br><i>Col. C - Col. D</i> |
| West End Student Services | 708  | 5.61%                | 6,370   | 3,207  | 3,163   |
| Alta Loma                 | 687  | 5.45%                | 6,181   | 2,954  | 3,227   |
| Central                   | 712  | 5.64%                | 6,406   | 3,101  | 3,305   |
| Chaffey                   | 3,196  | 25.34%               | 28,753  | 14,938   | 13,815  |
| Chino Valley              | 3,297  | 26.14%               | 29,661  | 14,961   | 14,700  |
| Cucamonga                 | 301  | 2.39%                | 2,708   | 1,279  | 1,429   |
| Etiwanda                  | 1,810  | 14.35%               | 16,284  | 7,799  | 8,485   |
| Mountain View             | 351  | 2.78%                | 3,158   | 1,629  | 1,529   |
| Mt. Baldy                 | 18   | 0.14%                | 162   | 83   | 79  |
| Upland                    | 1,534  | 12.16%               | 13,801  | 6,793  | 7,008   |
| <b>TOTAL</b>              | <b>12,614</b>                                | <b>100.00%</b>       | <b>113,484</b>                                | <b>56,744</b>  | <b>56,740</b>   |



- g. 23/24 Projected AB602 Funding Model – The 23/24 #7 Projected AB602 Funding Model has been distributed to West End Districts. The SELPA-wide apportionment is projected to be \$75,393,629 with district specific estimates shown below:

| District                  | <b>2023/24 #7<br/>Projected<br/>AB602</b> |
|---------------------------|---|
| West End Student Services | 30,558,372                                |
| Alta Loma                 | 2,812,554                                 |
| Central                   | (1,176,886)                               |
| Chaffey                   | 9,591,096                                 |
| Chino Valley              | 14,692,219                                |
| Cucamonga                 | (40,315)                                  |
| Etiwanda                  | 11,435,119                                |
| Mountain View             | (1,032,856)                               |
| Mt Baldy                  | 272,215                                   |
| Upland                    | 5,894,553                                 |
| SELPA                     | 2,387,558                                 |
| <b>TOTAL</b>              | <b>75,393,629</b>                         |



**Art and Writing Showcase  
April 17, 2024**

- 209 submissions
- 6 class performances
- Over 400 in attendance

## **CAC -Business Meetings**

**September 5, 2023**

**November 07, 2023**

**February 6, 2024**

**April 9, 2024**

**May 07, 2024**

## **CAC-Trainings/Presentations**

**October 3, 2023**

**Alternative Dispute Resolution (ADR) Effective  
Communication Strategies**

**March 05, 2024**

**Transition Meetings**

## **CAC Membership**

### **Even Year Renewal**

- Alta Loma
- Central
- Cucamonga
- Mountain View
- Mt. Baldy



**Community Advisory Committee**  
**Representatives**

Community Advisory Committee representatives serve an important role as a liaison between the community and the district director of special education. Representatives recommend priorities for special education services, assist in parent education, and support activities on behalf of individuals with exceptional needs.

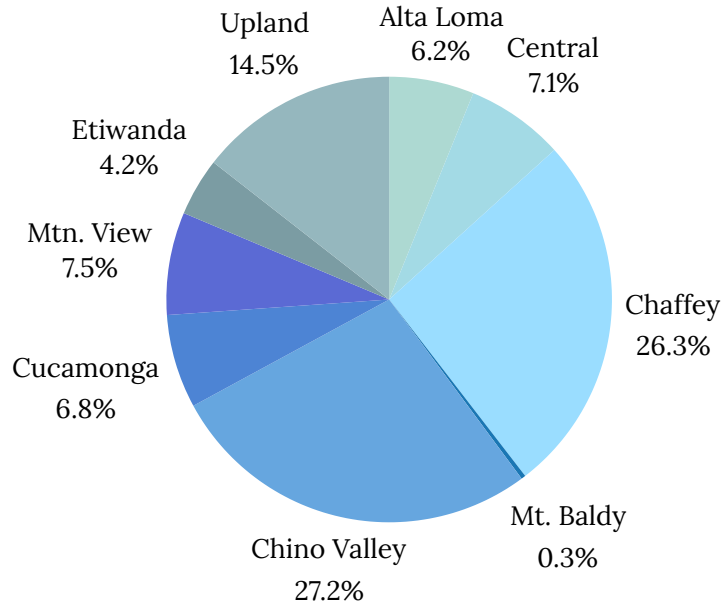
In accordance with the Community Advisory Committee bylaws, the **Alta Loma, Central Cucamonga, Mountain View, and Mt. Baldy** school districts shall appoint parent representatives in even-numbered years to the Community Advisory Committee for a two-year term, beginning July 1, 2024, and ending June 30, 2026. The representative should be a parent of a student residing and enrolled in the school district or a district-offered school program. The appointment is by the action of the District Board of Education.

Once the School District Board of Education has approved the appointment of the district representative, please forward the name, and contact information for the representative, and a copy of the board approval to Natalie Vivar, Administrative Assistant, West End SELPA.



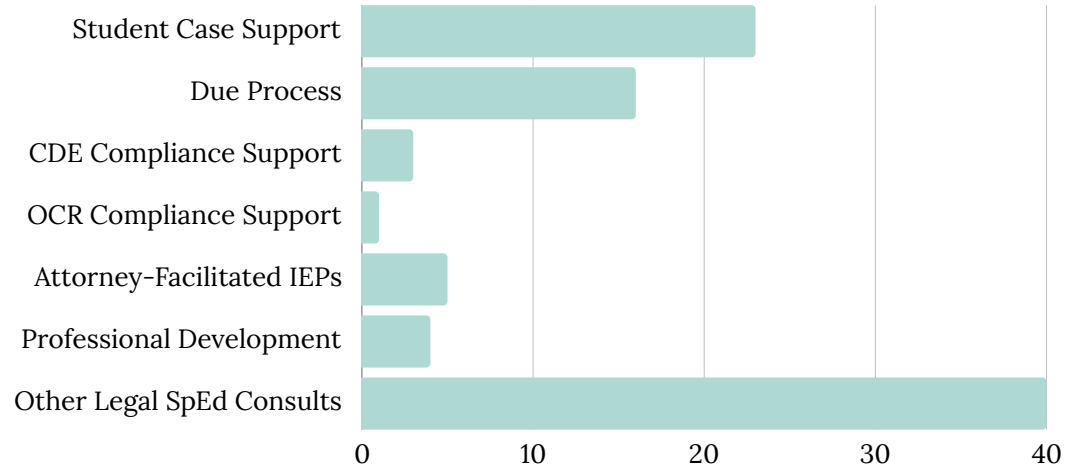
## DISTRICT UTILIZATION

Quarter 1: July-September 2023



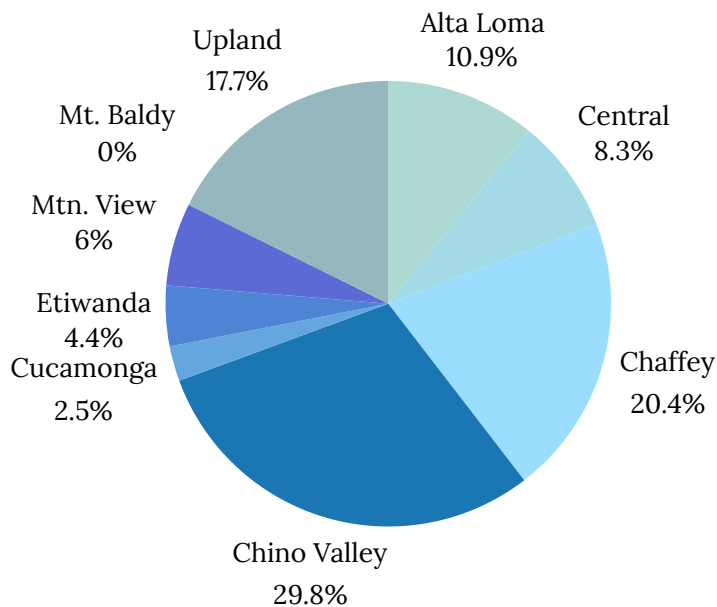
## LEGAL SERVICES

Quarter 1: July-September 2023



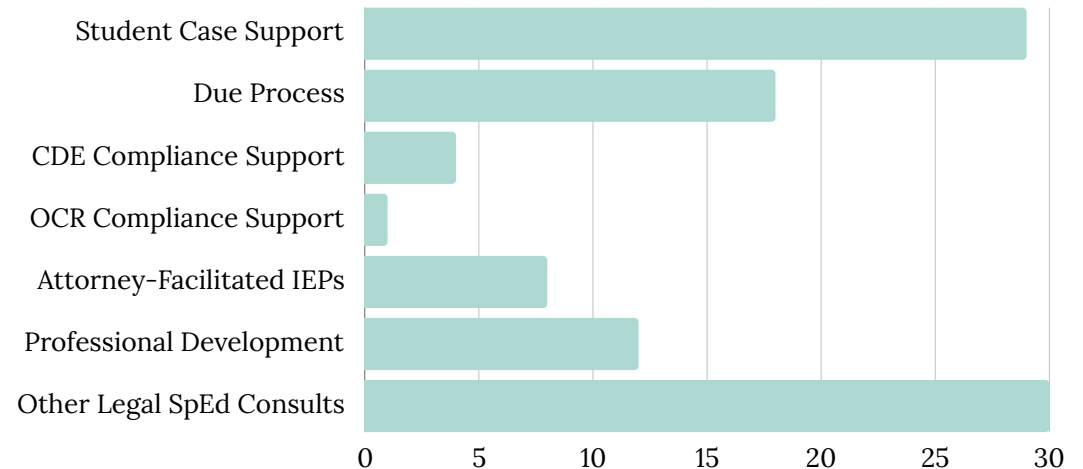
## DISTRICT UTILIZATION

Quarter 2: September-November 2023



## LEGAL SERVICES

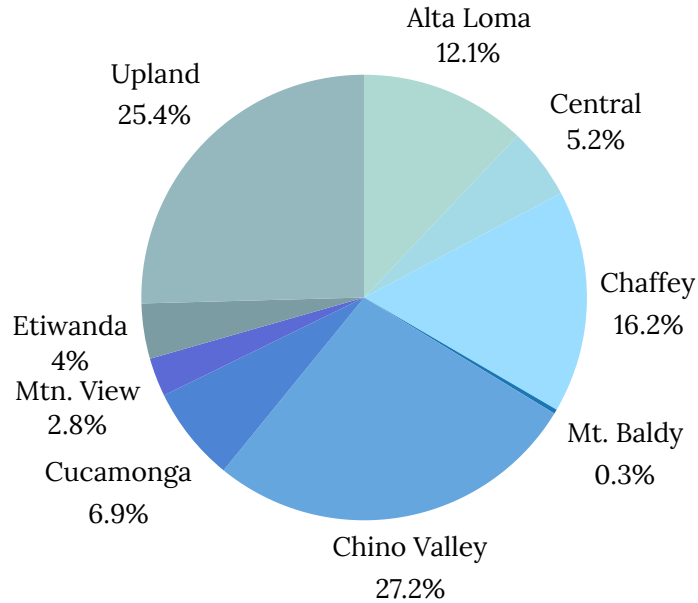
Quarter 2: September-November 2023





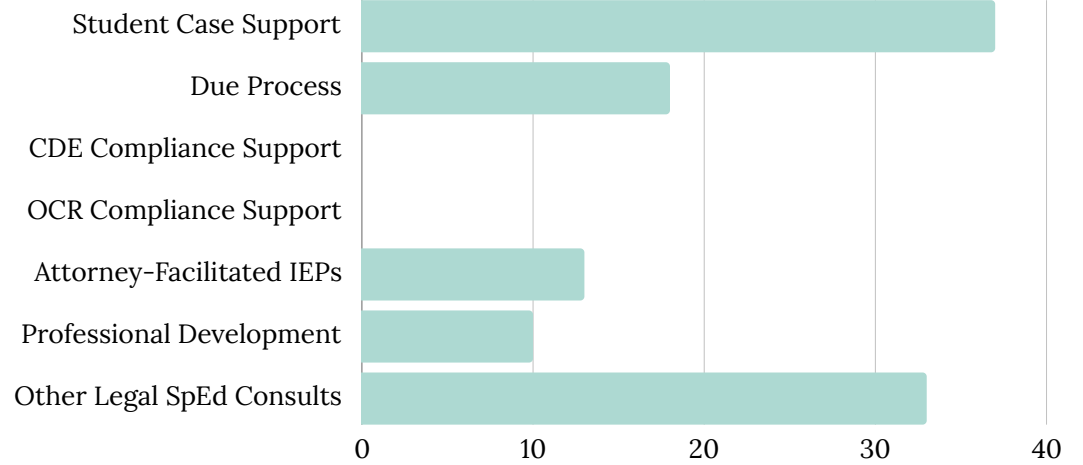
## DISTRICT UTILIZATION

Quarter 3: December 2023 - March 2024



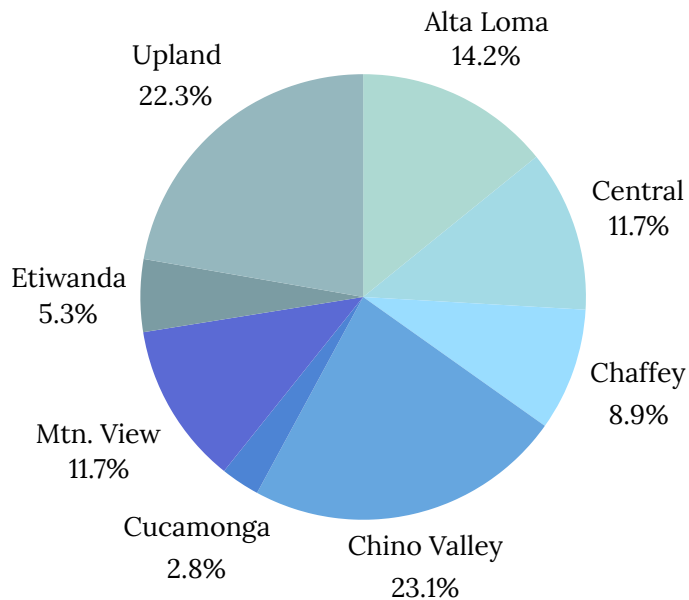
## LEGAL SERVICES

Quarter 3: December 2023 - March 2024



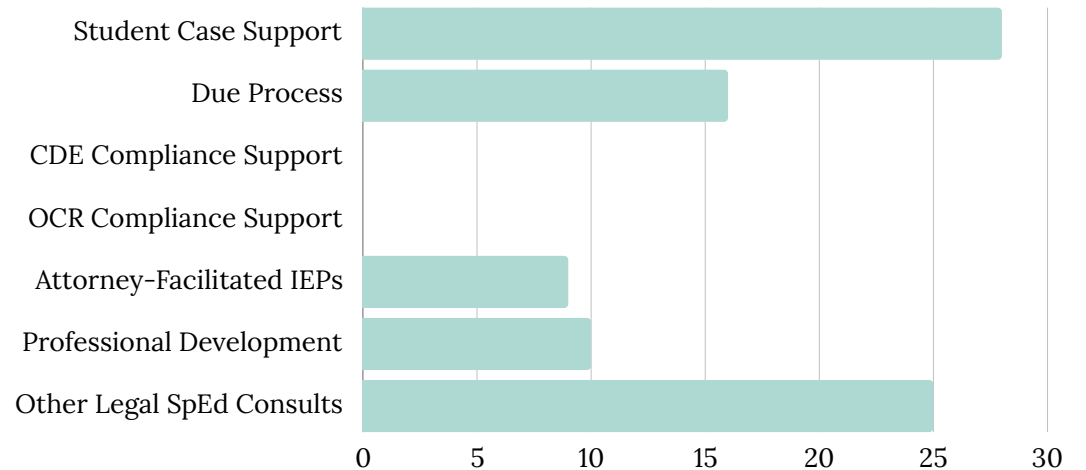
## DISTRICT UTILIZATION

Quarter 4: March - June 2024



## LEGAL SERVICES

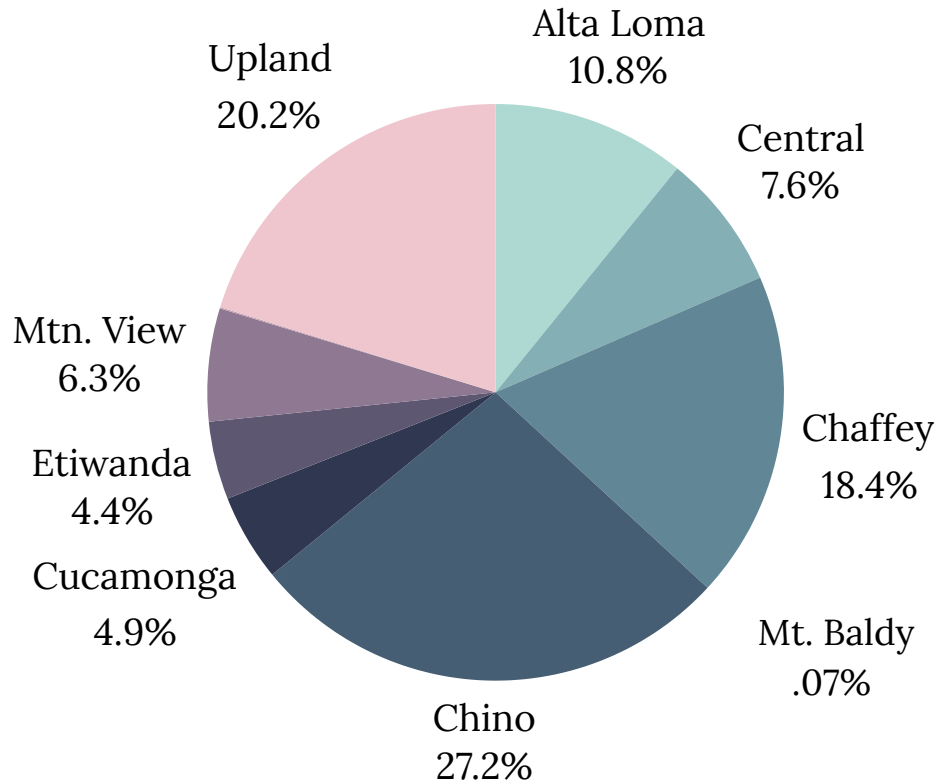
Quarter 4: March - June 2024





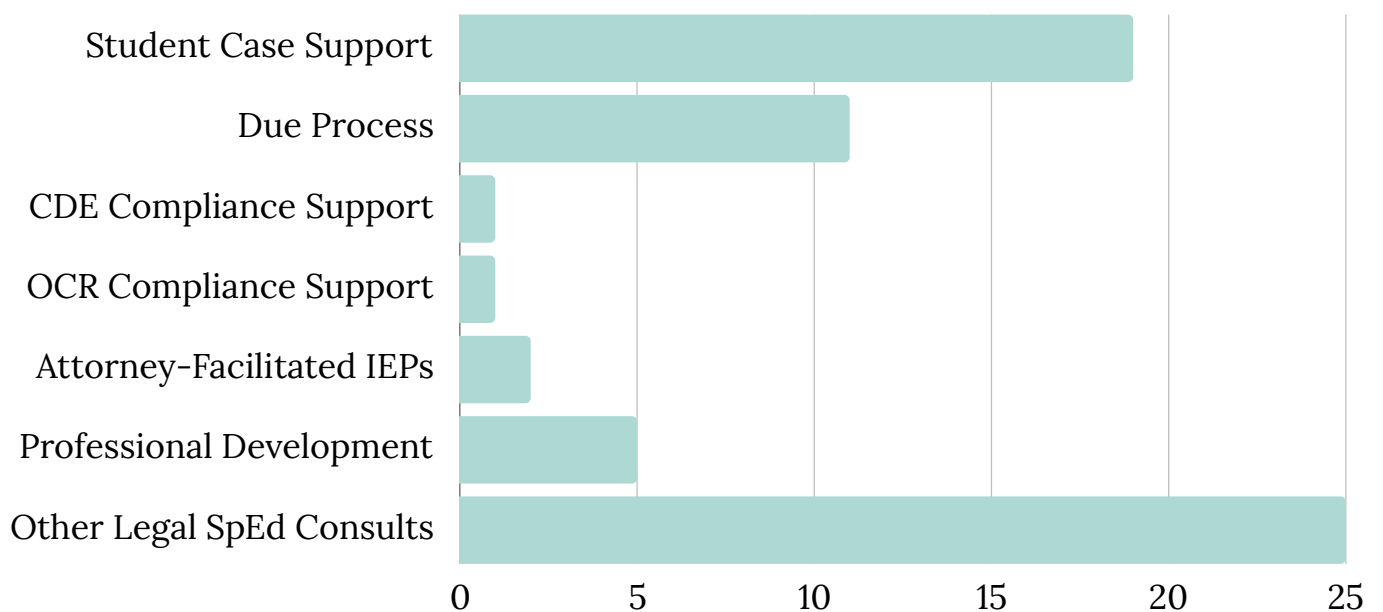
## DISTRICT UTILIZATION

In-House Counsel utilization breakdown YTD



## LEGAL SERVICES

In-House Counsel legal services breakdown YTD





*We Educate • We Care • WESELPA*

8265 Aspen Avenue • Rancho Cucamonga, CA 91730-3271

P: 909.476.6131 | F: 909.466.4509

<http://www.weselpa.net>

## AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is by and between the West End Special Education Local Plan Area (“West End SELPA” or “Client”) and the law firm of [-----] (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services to Client based on terms and conditions set forth below, effective [DATE]- [DATE].

- I. SCOPE OF SERVICES: Client hires Attorney as its legal representative/counsel on an as-requested basis with respect to matters the Client specifically refers to Attorney. The place and time for such services are to be designated by the Chief Administrative Officer of the West End SELPA or designee.
- II. DUTIES OF PARTIES: When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters, and shall abide by the terms of this Agreement. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client will assist Attorney in providing information and documents necessary for representation in the described matter. Client further agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, to pay Attorney’s bills on-time, and to abide by the terms of this Agreement.
- III. TERMS AND CONDITIONS
  - A. TERM: The term of this Agreement shall be for [ ] year(s), commencing [DATE], through [DATE], and thereafter shall continue from month to month at the then current hourly rate set forth in the attached rate sheet until modified in writing by mutual agreement or terminated by either party upon 30-days written notice. Parties agree, this Agreement will not take effect until full execution of this Agreement by both Parties.
  - B. BILLING: Client agrees to pay Attorney by the hour for services rendered for all time spent on Client’s matter by Attorneys legal personnel, according to the hourly rates provided on the attached rate schedule. Attorney agrees, Client will be notified with regard to whether legal work shall be provided by partners, associates, paralegals etc.. as described on the attached rate sheet, to ensure Client is aware of rates to be billed for each matter. Attorney shall bill in 0.10 hour increments unless otherwise stated and agreed upon. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter,

including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects, including as set forth in future addenda to this Agreement.

- C. **COSTS AND OTHER CHARGES:** Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for actual and necessary expenses and costs incurred in the course of providing legal services to Client in addition to hourly fees, including but not limited to expert, mediation and arbitration fees. These may also include other fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. Also, to aid in the representation on Client's matter, it may become necessary to hire consultants. Client authorizes Attorney, upon express consent of Client, to retain experts or consultants to perform services, and agrees to pay such fees and charges.
- D. **OTHER NON-LEGAL SERVICES:** Attorney works with professional consultants or may provide consulting services in addition to or in support of the legal services provided pursuant to this agreement. Qualified, non-attorney consultants may provide services, including but not limited to, public relations, educational consulting, leadership mentoring and professional development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.
- E. **MONTHLY INVOICES:** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than forty-five (45) calendar days past due, not to exceed 10% per annum. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Client agrees to revise the monthly statements promptly upon receipt and to notify Attorney in writing with respect to any disagreement with the monthly statement.
- F. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.
- G. **DISCHARGE AND WITHDRAWAL.**
1. **Termination by Client:** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.



2. Termination by Mutual Consent or Attorney: Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate with Attorney in protecting Client's interests, failure to disclose material facts to attorney, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, an attorney-client relationship exists only when Attorney is providing legal services to Client.
3. Following Termination: When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation, Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel. Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services.

H. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

I. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

IV. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

V. **ENTIRE AGREEMENT.** This Agreement with its attachments contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein.

VI. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

- VII. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- VIII. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.
- IX. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND HAVE SO AGREED.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

WEST END SPECIAL EDUCATION LOCAL PLAN AREA

Dated \_\_\_\_\_ By \_\_\_\_\_

[LAW FIRM]

Dated: \_\_\_\_\_ By \_\_\_\_\_

ONTARIO-MONTCLAIR SCHOOL DISTRICT  
Ontario, California

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
ONTARIO-MONTCLAIR SCHOOL DISTRICT AND WEST END SELPA

THIS AGREEMENT (hereinafter "MOU" and/or "Agreement") is made and entered into as of **this** \_\_\_\_ day of \_\_\_\_ 2024, by and between the Ontario-Montclair School District (hereinafter "OMSD"), a school district organized and existing under the laws of the State of California that operates as a single district Special Education Local Plan Area ("SELPA"), and West End Special Education Local Plan Area, on behalf of its member districts (hereinafter "WESELPA"), which is the governing body of nine school districts organized and existing under the laws of the State of California. The purpose of this Agreement is to ensure the cost-effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement by allowing member districts of WESELPA to access special education programs provided by OMSD.

When a student is placed in a special education program outside of the student’s district of residence (“DOR”) through the IEP process, the DOR retains financial responsibility for the student’s special education placement and related services. Students attending a district other than his/her DOR through an inter-district transfer, Allen Bill provisions, or other allowable processes are the responsibility of the district of attendance, since the DOR did not make the placement. For purposes of this Agreement, the district of service (“DOS”) is the district that agrees to provide the special education and related services to the individual with exceptional needs pursuant to this Agreement.

**WHEREAS**, the OMSD governing board voted to approve the following terms and conditions at its public meeting of \_\_\_\_\_, 2024, and;

**WHEREAS**, the WESELPA governing board voted to approve the following terms and conditions at its public meeting of **May 10**, 2024:

**NOW THEREFORE**, in consideration of the promises, covenants and agreements herein set forth, the OMSD and the WESELPA do hereby agree as follows:

1. Valid and Binding Agreement

This MOU shall constitute a valid and binding agreement between OMSD and WESELPA.

2. Term

This MOU shall be in effect from July 1, 2024, through June 30, 2025 and supersedes all other agreements; it shall continue from year to year unless amended or terminated pursuant to this Agreement. If an agreement is not signed for a subsequent year by both

parties on or before June 30 of the current year, the current agreement shall remain in effect until a new agreement is signed by both OMSD and WESELPA.

Additionally, either party may terminate this MOU at any time for any reason, except as otherwise provided by this MOU. To terminate this MOU, either party shall give one year and 1 days' written notice to the other party prior to the date of termination.

### **Definitions**

- A. The WESELPA is a Special Education Local Plan Area with nine member LEAs.
- B. The Ontario-Montclair SELPA is a Special Education Local Plan Area with one member LEA.
- C. The district of residence (DOR) is the LEA wherein the individual with exceptional needs resides.
- D. The district of service (DOS) is the LEA that agrees to provide the special education and related services to the individual with exceptional needs.

### 3. Agreement Regarding Provision of Special Education and Related Services

The OMSD agrees to allow WESELPA students to enroll in OMSD's Special Education programs under the following conditions:

- a. The DOR agrees that it remains the LEA responsible for providing placement and services to all students enrolled by DOR, including those students attending the programs operated by the OMSD.
- b. The OMSD program requested has space available.
- c. The Parties agree that no program within the OMSD will be offered to a student enrolled in DOR in an IEP team meeting without the express agreement of the OMSD. DOR agrees to invite a representative of the OMSD to any IEP team meeting where an OMSD program will be discussed and/or offered. The OMSD agrees to participate in such meetings.
- d. The Parties understand and agree that for any time there is not space in a requested OMSD program for a particular student, or OMSD does not believe the OMSD program requested is appropriate for a particular student, DOR will remain responsible for providing appropriate placement and services to the student, and OMSD shall have no responsibility to provide such a placement.
- e. An IEP team meeting shall be convened by DOR and DOS at least annually to evaluate: 1) the educational progress of any student attending an OMSD program, 2) whether changes to the student's IEP are necessary, and 3) whether or not the OMSD program continues to be the least restrictive environment for the student. Except as otherwise provided in this MOU, OMSD and DOR shall participate in all IEP team meetings regarding a DOR student placed in an OMSD program. At any time during a student's placement in an OMSD program, the student's

parents, OMSD, or DOR may request a review of the student's IEP, subject to all procedural safeguards required by law. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the student's parent(s) or guardian(s), OMSD, and the DOR.

- f. Within five (5) school days after OMSD becomes aware of a DOR student's change of residence, OMSD shall notify the former DOR of the student's change of residence. Upon enrollment, OMSD shall notify parents in writing of their obligation to notify the DOR of the DOR student's change of residence. OMSD shall maintain, and provide upon request by DOR, documentation of such notice to parents.

If the DOR student's change of residence is to a residence outside of the DOR's service boundaries and OMSD fails to follow the procedures specified in this provision, the former DOR shall not be responsible for the costs of services delivered after the former DOR student's change of residence, if OMSD had knowledge or should reasonably have had knowledge of the former DOR student's change of residence. Similarly, if a DOR student is enrolled in the OMSD's program without the DOR's knowledge, OMSD shall notify the district of residence within 24 hours. Failure to notify the DOR may lead to a delay or forfeiture of reimbursement to the OMSD.

OMSD shall report within forty-eight (48) hours, by telephone, to the DOR when a DOR student is withdrawn from school and/or services, including student's change of residence to a residence outside of DOR or SELPA's service boundaries.

- g. OMSD shall notify the DOR no later than the tenth (10<sup>th</sup>) cumulative day of a student's absence.
- h. Parties agree, should the student require home or hospital instruction (HHI) following or during the period of time the student is enrolled in the DOS program, the HHI services shall be provided by the DOR. Upon release from a licensed medical doctor, the DOR will resubmit an Inter-SELPA Agreement for consideration.

## Initial Assessment and Instructional Planning

- i. For initial school-age assessment, the DOR within the WESELPA will complete all necessary procedures including assessment plans and parent notification and will conduct all necessary assessments in accordance with applicable federal and state laws. At the time of referral and transfer to OMSD, the assessment reports shall be current.

Upon the development of an IEP at age three and subsequent enrollment in the Provider Program, the DOR will complete the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. It is understood that the DOR has the responsibility to offer a free appropriate public education (FAPE)

which may include a program in the DOR or in an alternate provider program upon an eligible student turning age three and until they either no longer reside in DOR or are no longer eligible.

The DOR will convene an Individualized Education Program (“IEP”) meeting to develop the IEP based on assessments and recommendations, using the DOR’s IEP forms. The IEP team, including the parent or parent representative, will identify potential appropriate DOR/SELPA programs.

The Director of Special Education in the DOR shall determine the availability of programs outside the resident DOR/SELPA by contacting the potential DOS’s special education administrator or designee.

The DOR may coordinate observations and schedule IEP meetings with the potential DOS.

The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.

The DOR shall complete the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. (See attachment to this Agreement). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the WESELPA Inter-SELPA Agreement for Individuals with Special Needs form.

If the DOS agrees to accept the student, it will assume all responsibility for providing all components of FAPE as specified in the IEP, except for student transportation.

DOS' acceptance of the student is for the program and services identified in the completed WESELPA Inter-SELPA Agreement, only. Should the DOR make changes to the services to be provided in the interim between the acceptance and the initiation of the student placement, the DOR will provide the DOS with a copy of the revised IEP. The DOS will have the opportunity to reconsider the agreement and inform the DOR of 1) acceptance or denial; and 2) of any additional costs.

## IEP Review

- j. The DOS will assume responsibility for assessments connected with any subsequent IEP reviews.
- k. The DOS shall convene all subsequent IEP team meetings as needed in coordination with the DOR, which has the authority to make decisions and commit resources. Placement and services will only be provided per agreement of DOR and DOS. The DOS shall complete all necessary IEP documents using

the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.

- l. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- m. The DOS shall convene and complete all necessary annual and/or triennial assessments.
- n. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments conducted by outside agencies.

#### Transfers for the purposes of enrollment in a provider program

- o. Placement of students under this agreement shall not be deemed an inter-district transfer.
- p. Placement of students by a DOR under this agreement shall be at the discretion of the DOR, acceptance by the DOS, and subject to the provisions herein.

#### **See attached Annual Inter-SELPA Transfer Agreement Instructions**

#### Additional Provisions

- q. The Parties agree that changes in a student's educational program, including instruction, services, or instructional setting, as provided pursuant to this MOU, may only be made on the basis of revisions to the student's IEP. In the event that the DOR or DOS believes a student attending an OMSD program requires a change of placement, OMSD will invite student's parent(s) or guardian(s) and DOR to an IEP team meeting for the purpose of consideration of a change in student's placement. OMSD agrees not to change a student's placement from an OMSD program without agreement between OMSD, DOR and parent(s) or guardian(s) during such an IEP team meeting.
- r. If OMSD seeks to remove a student attending an OMSD program for disciplinary reasons, OMSD and DOR will schedule and hold a manifestation determination IEP meeting within the statutory timeframe. OMSD and DOR agree to participate in any such manifestation determination IEP meeting within the statutory timeline. OMSD and DOR shall notify and invite appropriate IEP team members to the manifestation determination IEP team meeting. OMSD agrees not to change a student's placement from an OMSD program for disciplinary reasons without attempting to facilitate agreement between OMSD, DOR, and parent(s) or guardian(s).

- s. The Parties agree that DOR will be solely responsible for any necessary transportation for a student served pursuant to this MOU.
- t. The Parties agree that the DOS will provide the DOR and Parents with progress reports at least once per quarter, in addition to maintaining copies of the same. The DOS will notify the DOR in writing if the student is not making expected progress on IEP goals between required annual reviews of their IEP.
- u. The Parties agree, the DOS will authorize the case carrier from the DOR and a designee to have access to Student's records through SEIS for each of the DOR students enrolled in the DOS regional programs. Parties agree the DOR access will be limited to "Read-only" access.

#### 4. Costs for Services:

When a DOR determines through the IEP process that a student shall be served outside of the student's DOR in accordance with the student's IEP, the following shall occur:

- a. The DOR and DOS shall verify each student's WESELPA Inter-SELPA Agreement for Individuals with Special Needs form. WESELPA Inter-SELPA Agreement for Individuals with Special Needs form will be completed at the initial placement and annually thereafter. The DOS will submit a verification of enrollment as appropriate based on students served on December 1 and April 1 of each calendar year to the DOR by December 15 and April 15.
- b. The DOR shall sign the verification of enrollment form verifying the student placement and related services within 30 days of receipt, but no later than January 15 and May 15. The student information provided by DOS will include the student's most recent address available.
- c. The estimated billable per-pupil rates shall be calculated by DOS for the applicable school year and presented to the WESELPA no later than May 15 of the preceding year. The final billable per-pupil rates shall be calculated by DOS for the applicable school year and presented to the WESELPA no later than April 15 of the current year. Billing will be based on the average of students served on December 1 and April 1 of each year and may include quarterly invoice billing.
  - 1. Provider program cost calculations shall develop the calculation for the actual provider program costs per pupil-
  - 2. Indirect costs – The DOS will determine the indirect rate to be charged, not to exceed the DOS state-approved rate for the year of service. Indirect costs will be charged by multiplying the indirect rate times the total program costs.
  - 3. Facilities Costs – The DOS will add a facilities charge to the estimated



and actual per-pupil rate noted above using the following rationale: In accordance with OMSD Board Policy 1330, Use of School Facilities, the DOS will calculate the classroom cost using the most current 'Schedule of Use Charges' under the Direct Cost column for a 960-square foot room. The hourly rate noted in the Schedule will be multiplied by the number of instructional hours in a school year. The result will be converted to a per-pupil rate consistent with the methodology noted above.

4. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1 of the current school year.
5. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.
6. Note that it is the intent of all parties that Transportation is the responsibility of the DOR.

## 5. Hearings and Complaints

When the DOS becomes aware of any impending complaint or request for due process hearing filed against the DOR or DOS, it shall immediately notify the Special Education Administrator in the student's DOR, in writing.

DOR shall be responsible for all dispute resolution related to special education due process cases, including Alternative Dispute Resolution and Due Process Hearings. DOS agrees to provide DOR will all necessary documents generated in the services of Student within five (5) business days of a request from DOR. DOS agrees to make its employees reasonably available for all preparation and testimony required by DOR in defending and/or prosecuting a due process hearing, without the necessity of a subpoena or witness fees.

## 6. Construction and Enforcement

This agreement shall be construed and enforced in accordance with the laws of the State of California.

## 7. Indemnification

OMSD agrees to indemnify, defend, and hold harmless the WESELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "WESELPA and/or DOR personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WESELPA or DOR (including but not limited to due

process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or WESELPA/DOR Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the OMSD, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this MOU.

The WESELPA and its member districts agree to indemnify, defend, and hold harmless OMSD and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter “OMSD and OMSD personnel”) against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OMSD and OMSD personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the WESELPA and DOR and WESELPA and DOR personnel, and WESELPA and DOR subcontractors and invitees under the MOU, related to the provision of special education services pursuant to this MOU.

## 8. Maintenance of Records

Per the IEP Review Section of this MOU, the DOS shall provide copies of all IEP documents to the DOR.

All records shall be maintained by DOS as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, DOS shall maintain all records for at least five (5) years after the termination of this MOU. For purposes of this MOU, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information. DOS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access.

DOS agrees to grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. DOS agrees, in the event of school or agency closure, to forward all records within five (5) business days to DOR. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. DOS acknowledges and agrees that all student records maintained by the DOS as required by state and federal laws and regulations are the property of the DOR and must be returned to DOR without dissemination to any other entity.

## 9. Entire Agreement

This Agreement and any attachments hereto, shall constitute the full and complete agreement between the parties hereto related to the provision of special education and related services to students whose DOR is within the WESELPA. All prior representations, understandings and/or agreements are merged herein and are superseded by this Agreement.

## 10. Amendments

This Agreement may be altered, amended, changed, or modified only by mutual agreement in writing executed by the WESELPA and OMSD's duly authorized representative with a specific reference to this Agreement which it alters, amends or modifies. Such amendments may be adopted and implemented by the parties at any time.

## 11. Invalidity of Provisions of this Agreement

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

## 12. Assignment

This Agreement shall not be assigned by any party without the prior written consent of the other party, provided that OMSD and the WESELPA may, without the consent of the other, delegate the performance but not responsibility for their respective duties and obligations as specifically set forth herein.

## 13. No Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated and agreed upon by both parties mutually.

## 14. Survival

All representations, warranties and indemnities made herein shall survive termination of this Agreement.

## 15. Notices

All notices, consents, demands, or other communications for one party or the other required or permitted in this Agreement shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail or on the fifth (5th) day after mailing.

To the West End SELPA School Districts:

|  |   |                                      |
|--|---|--------------------------------------|
| Dr. Sherry Smith<br>Superintendent         | <b>Alta Loma</b><br>9390 Base Line Rd. Bldg. A<br>Alta Loma, CA 91701                 | (909) 484-5151<br>(909) 484=5155 FAX |
| Dr. Amy Nguyen-Hernandez<br>Superintendent | <b>Central</b><br>8316 Red Oak St.<br>Rancho Cucamonga, CA 91730                      | (909) 989-8541<br>(909) 941=1732 FAX |
| Dr. Norm Enfield<br>Superintendent         | <b>Chino Valley Unified</b><br>5130 Riverside Dr.<br>Chino, CA 91710                  | (909) 628-1201<br>(909) 590=2838 FAX |
| Dr. Michael Chaix<br>Superintendent        | <b>Cucamonga</b><br>8776 Archibald Ave.<br>Rancho Cucamonga, CA 91730                 | (909) 987-8942<br>(909) 980=3628 FAX |
| Ms. Charlayne Sprague<br>Superintendent    | <b>Etiwanda</b><br>6061 East Ave.<br>Etiwanda, CA 91739                               | (909) 899-2451<br>(909) 899=1235 FAX |
| Dr. Douglas Moss<br>Superintendent         | <b>Mountain View</b><br>2585 South Archibald Ave.<br>Ontario, CA 91761                | (909) 947-2205<br>(909) 947=1605 FAX |
| Ms. Kate Moss<br>Superintendent            | <b>Mt. Baldy Joint</b><br>1 Mt. Baldy Road (P.O. Box 489)<br>Mt. Baldy Road, CA 91759 | (909) 985-0991<br>(909) 982=8009 FAX |
| Dr. Lynn Carmen-Day<br>Superintendent      | <b>Upland Unified</b><br>390 N. Euclid Ave<br>Upland, CA 91786                        | (909) 985-1864<br>(909) 949=7862 FAX |

To the Ontario-Montclair School Districts: Dr. James Q. Hammond, Superintendent  
 Ontario-Montclair School District  
 950 W. D Street  
 Ontario, CA 91762

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

West End SELPA on behalf of its Member Districts

By: \_\_\_\_\_

Title: Ricky Alyassi, West End SELPA Chief Administrative Officer

ONTARIO-MONTCLAIR SCHOOL DISTRICT

By: \_\_\_\_\_

Title: Dr. Alana Hughes-Hunter, OMSD Assistant Superintendent, SELPA & Equity

By: \_\_\_\_\_

Title: Phil Hillman, OMSD Chief Business Official



## MEMORANDUM OF UNDERSTANDING

### Inter-SELPA Attendance for Students with Exceptional Needs

This memorandum of understanding ("Agreement") between the East San Gabriel Valley SELPA, hereinafter referred to as ESGV SELPA and the West End SELPA, hereinafter referred to as WESELPA, (collectively "Parties") is entered into in accordance with Education Code Section 56195(b). The purpose of this Agreement is to ensure the cost-effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the Parties to this Agreement. This memorandum of understanding shall constitute a valid and binding agreement between ESGV SELPA and WESELPA.

When a student is placed in a special education program outside the student's SELPA of residence through the IEP process, the local educational agency ("LEA") of residence retains financial responsibility for the student's special education and related services. Students attending other LEAs through an inter-LEA transfer, Allen Bill provisions, or other allowable transfer processes are the responsibility of the LEA of attendance since the LEA of residence did not make the placement.

#### I. DEFINITIONS

- A. The ESGV SELPA is a Special Education Local Plan Area with fifteen member LEAs, consisting of ten districts and five LEA charters.
- B. The West End SELPA is a multi-district Special Education Local Plan Area.
- C. The district of residence (DOR) is the LEA wherein the individual with exceptional needs resides.
- D. The district of service (DOS) is the LEA that agrees to provide the special education and related services to the individual with exceptional needs.

#### II. INITIAL ASSESSMENT, REFERRAL, AND INSTRUCTIONAL PLANNING

- A. For initial school-age assessment, the DOR will complete all necessary procedures including assessment plans and parent notification and will conduct all necessary assessments in accordance with applicable federal and state laws. At the time of referral and transfer to the DOS, assessment reports shall not be more than 6 months old.
- B. The DOR will convene an Individualized Education Program ("IEP") meeting to develop the IEP based on assessments and recommendations, using the DOR's IEP forms. The IEP team, including the parent or parent representative, will identify potential appropriate LEA/SELPA programs.
- C. The DOR's IEP team shall document the need for services to be provided outside the DOR/SELPA.
- D. The DOR's IEP team shall determine the availability of programs outside the resident LEA/SELPA by contacting the potential DOS's special education administrator or designee.

- E. The DOR shall coordinate observations and IEP meetings with the potential DOS. The DOS will send appropriate representatives to the IEP meeting and appropriate staff will facilitate placement.
- F. The DOR shall complete the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement (See attachment to this Agreement). The DOR shall submit all relevant pupil records including, but not limited to, assessment report(s) and current IEP to the DOS. The DOS will confirm placement by approving the Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement.
- G. Parent Consent and Release of Information: Referral packet shall include parent consent to referral and parent release of information so that EPs and reports can be sent to DOR.
- H. If the DOS agrees to accept the student, it will assume all responsibility for providing all components as specified in the IEP, except for student transportation.
- I. Extended School Year ("ESY") requirements are the responsibility of the DOS. Transportation shall be provided by DOR.
- J. The DOS shall provide the DOR with progress reports at least once per quarter.
- K. The DOR shall reimburse the DOS for costs associated with services as calculated by the approved DOS SELPA procedures.
- L. The DOR shall provide all necessary low incidence materials and equipment for students with a low incidence disability, when placed in DOS provider classroom.
- M. The DOS shall notify the DOR if the student moves or is withdrawn from the program.
- N. The DOS shall notify the DOR if the student is habitually truant, or has an excessive number of absences.
- O. The DOS shall notify the DOR if the student is suspended, or is subject to removal for a total of ten days or more in one school year.
- P. The DOS shall provide the DOR a copy of a Behavior Emergency Report created for the student pursuant to Education Code Section 56521.1 within 24 hours of any incident in which emergency behavior interventions are used.

### III. IEP REVIEW

- A. The DOS will assume responsibility for assessments corresponding to the DOS provided service and connected with any subsequent IEP reviews.
- B. In the case of itinerant services, the DOR shall convene all subsequent IEP meetings in coordination with the DOS. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient for the student's parent(s) or guardian(s), the DOR, and the DOS. The DOS shall complete any appropriate IEP documents, such as proposed goals, using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of any IEP related documents to the DOR.
- C. When DOS provides student services in a DOS classroom, the DOS shall convene all subsequent IEP meetings in coordination with the DOR, which has the authority to make decisions and commit resources, as needed. The DOS shall complete all necessary IEP documents using the SELPA of SERVICE's IEP forms in cooperation with the DOR. The DOS shall provide copies of all IEP documents to the DOR.
  - a. A representative from the DOR, who has the authority to make decisions and commit resources, may attend all subsequent IEP meetings. When appropriate, such representative shall participate in transition planning for possible return of the student to the DOR.
- D. The DOS shall convene and complete all necessary annual and/or triennial assessments when student is placed in DOS classroom.

- E. In the case of itinerant services, DOS will complete all necessary annual and/or triennial assessments related to the DOS provided services.
- F. The DOS shall coordinate requests for additional assessments with the DOR. The DOR will fund any agreed upon additional assessments.

#### IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a DOS without a proper IEP review conducted as described above.
- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the DOS, the DOR and DOS will coordinate an IEP team meeting to determine appropriate special education and related services.
- C. The Parties agree, changes in a student's educational program, including instruction, services, or instructional setting, as provided pursuant to this Agreement, may only be made on the basis of revisions to the student's IEP, and/or in accordance with the procedures required under the IDEA and related California law. As state above, in the event that the DOR or DOS believes the student requires a change in placement, the DOS will invite student's parent(s) or guardian(s) and the DOR to an IEP team meeting for the purpose of consideration of a change in the student's placement. The DOS agrees not to change a student's placement without agreement between the DOS, DOR and parent(s) or guardian(s) through the IEP process and/or the procedures required under the IDEA and related California law.
- D. If the DOS seeks to remove a student for disciplinary reasons such that it creates a change of the student's placement, the DOS and DOR will schedule the DOS and the DOR will schedule and hold a manifestation determination meeting within the statutory timeframe. The DOS and DOR agree to participate in the manifestation determination meeting within the statutory timeline. The DOS and DOR will notify and invite appropriate IEP team members to the manifestation determination meeting. The DOS agrees not to change a student's placement for disciplinary reasons except through compliance with the manifestation determination process and according to the procedures required under the IDEA and related California law.

#### V. TRANSFERS FOR THE PURPOSES OF ENROLLMENT IN A PROVIDER PROGRAM

- A. Placement of students under this agreement shall not be deemed an inter-district transfer.
- B. Placement of students by a DOR under this agreement shall be at the discretion of the DOR, acceptance by the DOS, and subject to the provisions herein.

#### VI. FISCAL RESPONSIBILITIES

When a DOR determines through the IEP process that a student shall be served outside of the student's district of residence in accordance with the student's IEP, or by a provider outside of the student's district of residence (DOS) the following shall occur:

- A. The DOR and DOS shall verify each student's Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement. The Greater Los Angeles Area SELPAs Inter-SELPA Fiscal Agreement form will be completed at the initial placement and annually thereafter. The DOS will submit a verification of enrollment as appropriate based on students served on December 1 and April 1 of each calendar year to the DOR by December 15 and April 15.

- B. The DOR shall sign the verification of enrollment or services form verifying student placement and related services within 30 days of receipt, but no later than January 15 and May 15. The student information provided by DOS will include the student's most recent address available.
- C. DOS will initiate an invoice to the DOR for the billable costs. If the DOR has not received an invoice for the prior year by March 1 the DOR shall not be responsible for payment.
- D. The billable costs shall be calculated following the approved SELPA billing format. Billing will be based on the average of students served on December 1 and April 1 of each year and may include quarterly invoice billing. The cost calculation will be based on the provider program billing instructions as referenced in Appendix A.
- E. Revenue offset to billing is based on the average of 10 districts LCFF current year base funding per ADA and total AB602 funding, excluding Out of Home Care, SELPA Operations costs, and AU fees.
  - 1. Provider program cost calculations — Each SELPA shall develop the calculation for the actual provider program costs per pupil using the cost and revenue factors designated in this section.
  - 2. Itinerant provider mileage - will be billed based on actual mileage at the currently approved IRS mileage rate.
  - 3. Indirect costs — The DOS SELPA will determine the indirect rate to be charged. Indirect costs will be charged by multiplying the SELPA indirect rate times the total program costs.
  - 4. Facilities Costs — A rate per square foot will be applied to cover the cost of classrooms and support space used to house the program, if student attends a DOS classroom. In the case of stand-alone provider sites, facility costs may include custodial staff. Each SELPA will use their SELPA approved facilities calculation to determine facilities costs for its provider programs.
  - 5. Administrative Fee — A 4% fee will be applied to cover the administrative costs related to the delivery of special education and related services to provider program pupils. The rate will be applied to the excess cost from the DOR.
- F. The DOS will provide an estimate of the total program cost for the current school year and an estimated total cost for the budget school year by May 1st of the current school year.
- G. The DOR will finalize and forward all payments for services to the DOS within 60 days of receipt of final billing.

## VII. MAINTENANCE OF RECORDS

- A. The DOS shall provide copies of all IEP documents, related special education records, and/or pupil records to the DOR, and not later than five (5) business days of a request from the DOR .
- B. All records shall be maintained by DOS as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, DOS shall maintain all records for at least five (5) years after the termination of this Agreement. For purposes of this Agreement, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information. DOS shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access.



- C. DOS agrees to grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. DOS agrees, in the event of school or agency closure, to forward all records within five (5) business days to DOR. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. DOS acknowledges and agrees that all student records maintained by the DOS as required by state and federal laws and regulations are the property of the DOR and must be returned to DOR without dissemination to any other entity.

#### VIII. HEARINGS AND COMPLAINTS

- A. When the DOS becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.
- B. The DOR and DOS will cooperate fully in the processing of hearings and complaints. If legal representation is required, the DOR and DOS may choose representation of choice. The DOR and DOS shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome. The DOS agrees to make its employees reasonably available for all preparation and testimony required by the DOR in defending and/or prosecuting a due process hearing, without the necessity of a subpoena or witness fees.

#### IX. INDEMNIFICATION

- A. ESGV SELPA agrees to indemnify, defend, and hold harmless the WESELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "WESELPA and/or DOR personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against WESELPA or DOR (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or WESELPA/DOR Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the ESGV SELPA and DOR, its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.
- B. WESELPA agrees to indemnify, defend, and hold harmless the ESGV SELPA and its member districts, the Board, Board members, officers, administrators, employees, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "ESGV SELPA and/or DOS personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ESGV SELPA or DOS (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office of Civil Rights) and/or ESGV SELPA/DOS Personnel that may be asserted or claimed by any person, firm, or entity which is due solely to the acts or omissions of the WESELPA and DOR, its board of directors,

administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns related to the provision of special education services pursuant to this Agreement.

X. TERM

- A. This Agreement and any attachments hereto shall constitute the full and complete agreement between the parties hereto related to the provision of special education and related services to students whose DOR in within the WESELPA. This Agreement supersedes all other agreements and shall remain in effect until replaced by another agreement.
- B. This Agreement shall be in effect until revised by mutual consent of all Parties. This Agreement may be altered, amended, changed, or modified only by mutual agreement in writing executed by the WESELA and ESGV SELPA.
- C. This Agreement may be terminated at any time by either ESGV SELPA or West End SELPA by provision of written notification through the U.S. Mail Service 30 days prior to termination of the agreement.
- D. All notices, consents, demands, or other communications for one party or the other required or permitted under this Agreement shall be in writing.
- E. This Agreement shall be effective on the date of signature by all Parties.

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Scott Turner, Ed.D.  
 Executive Director  
 East San Gabriel Valley SELPA

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Enter Name  
 Enter Title  
 West End SELPA

---

Date Signed

---

Date Signed

**See attached Appendix A  
 PROVIDER PROGRAM BILLING INSTRUCTIONS**

## Appendix A

# EAST SAN GABRIEL VALLEY SELPA PROVIDER PROGRAM BILLING INSTRUCTIONS

### **SECTION I: FTE RATIO, CLASSROOM & PUPIL COUNT**

#### **FTE Ratio**

Total Special Education Certificated FTEs – Calculated by SELPA based on current year Personnel Data Report, provided by districts in March. This is provided in a separate tab of the template.

#### **Pupil Count**

Use average of December 1 and April 1 count for final billing (effective 2014-15)

### **SECTION II: DIRECT PROVIDER PROGRAM STAFF COST**

These are costs directly related to the provider program. Costs are reimbursed to the provider districts at 100%.

#### **1a. Special Day Class (SDC) – Certificated**

- Substitutes
  - \$2,000 flat fee per FTE (.5 FTE = \$1,000 flat fee)  
(typical sub cost is 10 days x \$200 /day)
  - If sub costs are greater than, \$2,000 per FTE, district is reimbursed actual costs
- If a teacher works an extra period (e.g. works with students instead of having a prep period), that additional amount/cost is added into the salary amount
- Stipends are allowable expenses, and are included in salary amounts
- In certain situations, students may be in Provider Programs yet not be taught by an identified Provider Program Teacher. If the student is in general education classes or RSP-type classes, there would be no reimbursement. If the student attends an LH-SDC-type class, the District of Service may bill back proportionally for services provided. The District of Service would calculate the percentage of Provider Program students the teacher taught, per period, versus the district's own students taught, and create a percentage through which to bill back. (refer to example – last page)

#### **1b. Special Day Class – Classified (Instructional Aides/Paraeducators)**

- Substitute costs are not included for classified staff.
- Overtime/extra hours are allowable expenses, and are included in salary amounts
- Summer school aides are allowable
- Long term substitute aides are not allowable
- Aides to be coded at 1.0 FTE if 8-hour position (code as .75 FTE if 6 hour position, .5 FTE if 4 hour position, etc.)

#### **2. Designated Instruction and Services (DIS)**

- % of caseload = cost allowable/attributable to the program
- Substitute costs – same as #1a SDC – Certificated
- Include certificated interpreters in this area (if specific to program)

### 3. Program Support Staff

- Is for someone designated to that program
- Could include health specialists specific to program
- Include classified interpreters in this area (if specific to program)

### 4. Administrative Support – Certificated

- .05 of one site administrator position per provider classroom
- Could be site principal, vice principal, dean, counselor
- SEAS (Social Emotional Academic Support, formerly Rio Verde Academy) and Danbury (stand-alone sites) include full administrative staff

### 5. Parent Training Costs

- Child care and interpreters for parent training - actual costs, not to exceed \$2,500

## **SECTION III: SPECIAL EDUCATION PROGRAM SUPPORT STAFF COST**

### 6. District Support Staff – Certificated

### 7. Special Education Administrative Staff – Certificated

### 8. Special Education Clerical Staff – Classified

These are costs of staff who work on behalf of ALL special education students throughout the district, regardless of program type/disability. Costs are reimbursed to the provider districts at the provider FTE ratio. Do not include any position types that are included in Section II.

For a district who runs more than one type of program (eg. VI-SDC and VI-Itinerant, SH and Autism), the personnel and FTE number should be the same across all billing, except for programs where a position type should be included in Section II rather than Section III. Additionally, autism classes using a SELPA provided ASD/ASD-I Program Specialist, LSH or Psychologist would not include these position types in Section II or III.

- Include only the special ed portion of the salary in this section.
  - If a psych is 50% special ed funded, and 50% regular ed funded, only the .5 FTE goes in #6
  - A Special Education Director who is 100% special education (not special education + student services) would show a 1.0 FTE on all billing forms.
  - A Special Education Director who also handles student services/CWA, etc. would show the FTE attributed to special ed only (e.g. .8 FTE)
- Nurses or health clerks could be included in #6 or #8 if they are general support staff (in #2 or #3 if they are specific to the provider program). Include only the % of the position working with special education students (example: 3.75 FTE health clerk for school with 8% special ed. population at site = add 8% of her compensation)

NOTE: Staff hired specifically because of the provider program are listed in Section II.

## **SECTION IV: OTHER PROVIDER PROGRAM COST**

### **9. Contracted Services**

Should only include costs for students in the Provider Program

### **10. Mileage cost**

- Include mileage for infant providers who may also receive \$3,500 Non-salary cost reimbursement in #11
- Include mileage, at IRS rate, for district-owned vehicles used by VI or DHH itinerant staff
- Include mileage for DIS staff, if mileage stipend not included in salary.

### **11. Non-salary Cost Reimbursement**

\$3,500 per Provider Program Certificated FTE (calculated for classroom teachers only) to cover supplies, textbooks, equipment & conference costs for classroom teacher and other support providers to the classroom (ie. Related Service providers, school psychologists, etc).

\$100 non-salary cost reimbursement for Summer School classroom teachers.

### **Revenue Offset**

Offset is the total of:

- a. Average of the 10 districts LCFF base funding per ADA (provided by SELPA; recalculated annually)
  - b. SELPA-wide average of total AB602 funding excluding Out of Home Care revenue, SELPA budget costs, and AU fees
- Per Pupil LCFF Base Revenue Offset will be applied to students who generate ADA revenue only. This excludes infant or preschool students, who do not generate ADA revenue.
  - Revenue Offset for all provider programs will be applied to the District of Service's program cost, based on number of students enrolled. There will be no revenue offset to itinerant program cost.

### **General information**

- Districts will receive copies of each provider's bill, if they receive services from that district
- Billing will contain employee name, and job title to clarify e.g. Sally Smith, teacher – APE or Bob Brown, Math teacher – LH-SDC
- DIS services – Add DIS service providers in #2, if specific to program.  
Add to #6 if position stays regardless of provider program.

Facility credit: Refer to the SELPA Provider Program Facility Reimbursement Guidelines.

Legal costs – each district will pay their own costs.

\$3,500 per certificated direct provider is only for provider program specific staff (not for additional secondary teachers)

1:1 aide costs (including paraeducators, health aides, behaviorists) will be calculated separately, identified by DOR and student’s SSID number. Any related mileage costs will be included in this separate calculation. Costs will be reimbursed in the same manner as other provider billing but will be identified separately.

WorkAbility – no WorkAbility program or salary costs are allowed other than Transition Specialist and Job Developer salary costs for SEAS (Social Emotional Academic Support, formerly Rio Verde Academy) program and fees for sending students to a particular program, such as San Gabriel Valley Training Center, San Gabriel Valley Center – Covina, or other similar program. Aides that accompany students should be the aides/job coaches already part of classroom staffing. DOR will cover any student wages required.

**Transportation**

Special Education transportation excess cost will include:

Direct costs - Contracted service costs; Bus services costs (driver salary & benefits, fuel costs, repair, labor and materials costs).

Indirect costs - approved SELPA rate (currently at 6.75%) to be applied to the total direct costs.

No revenue offset is to be applied.

List of students transported by the provider district with their District of Residence identified.

**Secondary teachers – example**

Include SDC teachers specific to the provider program, as appropriate

Calculate other SDC teachers using ratio:

Scenario 1- Student is enrolled in the specific program classrooms that are part of the program (i.e.- the DHH classroom, the VI classroom, etc.). The full teacher is placed into the funding model; without the program that teacher would not be needed.

Scenario 2- Student is enrolled in few or no specific provider program classrooms; however, is in non-provider program SDC classes. This non-provider program teacher is billed back into the funding model based on the percentage of her students taught that are part of the provider program.

Example for scenario 2:

- Student 1- two SDC classes
- Student 2- three SDC classes
- Student 3- four SDC classes
- Student 4- one SDC class
- Student 5- two SDC classes
- Student 6- four SDC classes

|  |                           |                |
|--|---------------------------|----------------|
|  | Program Provider Students | Total Students |
|--|---------------------------|----------------|

|                        |    |    |
|------------------------|----|----|
| 1 <sup>st</sup> period | 6  | 12 |
| 2 <sup>nd</sup> period | 4  | 12 |
| 3 <sup>rd</sup> period | 3  | 12 |
| 4 <sup>th</sup> period | 3  | 12 |
| Total                  | 16 | 48 |

Therefore, in this example, .33 of the students taught are provider program students. So, .33 of that teacher can be included in provider program billing.

**Consent Agenda**  
Alternative Dispute Resolution Settlement #1

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Alternative Dispute Resolution  
Student and Upland USD

This agreement was the result of Alternative Dispute Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$30,000 in parent reimbursement costs for private school tuition and related education services. The total costs associated with this agreement are \$30,000.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.



**Consent Agenda**  
Due Process Settlement  
OAH Case # 2023110895

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Chino Valley USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$5875 compensatory education costs and \$5750 in parent attorney fee reimbursement costs. The total costs associated with this agreement are \$11,625.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
Due Process Settlement  
OAH Case # 2024030328

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Upland USD

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$13,750 in compensatory education costs and \$10,000 in parent attorney fee reimbursement costs. The total costs associated with this agreement are \$23,750.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

**Consent Agenda**  
Due Process Settlement  
OAH Case # 20240200348 and 2024040185 (consolidated)

**Background:** In accordance with the current agreement regarding alternative dispute resolution/ and or due process resolution, the Program Manager for the Resolution and Education Support Team is bringing forth any and all settlements to the Superintendents' Council. All settlements are arrived at in collaboration with district directors who have followed recommended SELPA policies, regulations and guidelines. All related expenditures will be appropriated via the approved funding formula.

The following settlement has been entered into:

Due Process Resolution  
Student v. Etiwanda

This agreement was the result of Due Process Resolution. The mediated agreement contains terms/ conditions which qualify for access to the Joint Risk Fund. The costs associated with this agreement are \$18,000 in compensatory education costs, and \$14,000 in parent attorney fee reimbursement. The total cost associated with this agreement is \$32,000.

**Action:** It is the belief of WESELPA that this settlement agreement is in compliance with state and federal laws as well as in the best interest of the districts and the West End SELPA. It is recommended that the Superintendents' Council ratify this agreement.

## 2024/25 Joint Risk Fund Contribution Rate

### Background:

The Joint Risk Fund (JRF) budget and resulting JRF contribution rate is based on projected non-public school and agency costs, parent reimbursements, due process expenses and associated personnel costs as outlined in the SELPA Fiscal Allocation Plan.

A historical view of the JRF contribution rate is reflected below:

| <u>19/20</u> | <u>20/21</u> | <u>21/22</u> | <u>22/23</u> | <u>23/24</u> | <u>24/25</u> |
|--------------|--------------|--------------|--------------|--------------|--------------|
| \$43.04      | \$48.73      | \$49.85      | \$53.33      | \$50.73      | \$49.92      |

The following are the budget assumptions used to develop the 2024/25 JRF Contribution Rate:

- 2.5% COLA on salaries
- Step and Column increases
- Health & Welfare (Medical, Dental, Vision, Life) inflationary increases
- PERS employer statutory rate of 27.80%
- STRS employer statutory rate of 19.10%
- Information Technology User Fee of \$2,976/user (\$135/user for e-mail only)
- District provided projected ADA as of April 2024
- Projected district JRF expenditures including NPS, NPA, and legal related expenditures (increase of 15%)

### Fiscal Impact:

The 2024/25 JRF contribution rate is calculated at \$49.92. Supporting documentation is attached.

### Recommendation:

Approve the 2024/25 JRF contribution rate as noted above and per the attached. The Fiscal Allocation Plan will be adjusted accordingly.

2024/25 Joint Risk Fund Contribution Rate Calculation

|  | 2024/25 Rate Calculation         | SOURCE  |
|--|----------------------------------|---|
| <b>REVENUE</b>                               |                                  |   |
| QUARTERLY REIMBURSEMENT                      | 12,851,310                       | 23/24 YE Proj + % Increase                      |
| SEIS REIMBURSEMENT                           | 113,484                          | 24/25 Contract                                  |
| EXTRAORDINARY COST POOL APPORTIONEMENT       | 40,818                           | 24/25 Preliminary Budget                        |
| --- TOTAL ---                                | 13,005,612                       |   |
| <b>EXPENSE</b>                               |                                  |   |
| PERSONNEL COSTS (1XXX, 2XXX, 3XXX OBJ CODES) | 1,029,906                        | 24/25 Preliminary Budget                        |
| SUPPLIES (4XXX OBJ CODES)                    | 4,952                            | 24/25 Preliminary Budget                        |
| NPS/NPA/LCI                                  | PROJ INCREASE OF: 15% 13,504,248 | 23/24 YE Proj + % Increase                      |
| PARENT REIMBURSEMENTS                        | PROJ INCREASE OF: 15% 848,080    | 23/24 YE Proj + % Increase                      |
| PARENT LEGAL                                 | PROJ INCREASE OF: 15% 735,540    | 23/24 YE Proj + % Increase                      |
| DISTRICT LEGAL                               | 400,000                          | 24/25 Proj based on PY actuals through Mar 2024 |
| IEEs, ATEC, MISC                             | PROJ INCREASE OF: 15% 443,445    | 23/24 YE Proj + % Increase                      |
| STATE SPECIAL SCHOOLS ADJ REIMBURSEMENT      | 13,545                           | 24/25 Preliminary Budget                        |
| SEIS ANNUAL CONTRACT                         | 113,484                          | 24/25 Contract                                  |
| OTHER SERVICES (5XXX OBJ CODES)              | 72,253                           | 24/25 Preliminary Budget                        |
| TRANSFER OF JRF EXP TO PSRS                  | (83,639)                         | 24/25 Preliminary Budget                        |
| --- TOTAL ---                                | 17,081,814                       |   |
| <b>EXCESS COST</b>                           | <b>4,076,202</b>                 |   |
| PROJECTED ADA                                | 81,654.66                        |   |
| <b>JRF CONTRIBUTION RATE</b>                 | <b>49.92</b>                     |   |

| LEA                       | 24/25            | PROJ COST        |
|---------------------------|------------------|------------------|
|                           | PROJECTED ADA    | PER LEA          |
| WEST END STUDENT SERVICES | 490.08           | 24,465.00        |
| ALTA LOMA                 | 5,199.00         | 259,534.00       |
| CENTRAL                   | 3,974.65         | 198,415.00       |
| CHAFFEY                   | 20,433.03        | 1,020,017.00     |
| CHINO                     | 23,981.00        | 1,197,132.00     |
| CUCAMONGA                 | 2,187.26         | 109,188.00       |
| ETIWANDA                  | 12,970.37        | 647,481.00       |
| MOUNTAIN VIEW             | 3,089.00         | 154,203.00       |
| MT BALDY                  | 92.00            | 4,593.00         |
| UPLAND                    | 9,238.27         | 461,174.00       |
| <b>TOTALS</b>             | <b>81,654.66</b> | <b>4,076,202</b> |

PROJECTED 2024/25 DISTRICT JOINT RISK FUND EXPENDITURES

Table 1: Projected 24/25 expenses based on percentage increase applied to 23/24 Year-End Projection as of 3rd Quarter

| % Increase of: | LCFF per ADA<br>23/24 Proj Rate<br>(based on P-1) | LCI                  |             |                     |                      | NPS/NPA                 |               |                        |                         | Parent Reimbursement<br>15% | Parent Attorney Fees<br>15% | IEE'S<br>15%         | ATEC<br>15%        | IEE'S (not related to Due Process/ADR)<br>15% | ATEC (not related to Due Process/ADR)<br>15% | Misc. Charges (not related to Due Process/ADR)<br>15% | Totals                  |
|----------------|---|----------------------|-------------|---------------------|----------------------|-------------------------|---------------|------------------------|-------------------------|-----------------------------|-----------------------------|----------------------|--------------------|---|--|---|-------------------------|
|                |   | 15%                  | 0%          | LCFF Deduct         | Net Total            | 15%                     | 0%            | LCFF Deduct            | Net Total               |                             |                             |                      |                    |   |  |   |                         |
|                |   | Paid Invoices        | ADA         |                     |                      | Paid Invoices           | ADA           |                        |                         |                             |                             |                      |                    |   |  |   |                         |
| SBCSS          | -   | -                    | -           | -                   | -                    | -                       | -             | -                      | -                       | -                           | -                           | -                    | -                  | -   | -  | -   | 4,600.00                |
| Alta Loma      | 11,572.73   | -                    | -           | -                   | -                    | 277,679.66              | 3.31          | 38,305.74              | 239,373.92              | 189,982.82                  | 61,479.00                   | 7,475.00             | -                  | 24,911.30                                     | 3,450.00                                     | -   | 564,977.77              |
| Central        | 13,417.18   | -                    | -           | -                   | -                    | 526,900.01              | 4.34          | 58,230.56              | 468,669.45              | 7,946.50                    | -                           | 16,675.00            | -                  | 303.60  | 12,650.00                                    | -   | 564,475.11              |
| Chaffey        | 14,863.16   | 46,156.37            | 0.99        | 14,714.53           | 31,441.84            | 6,654,310.15            | 84.01         | 1,248,654.07           | 5,405,656.08            | 164,925.88                  | 136,275.00                  | -                    | -                  | 60,364.11                                     | 4,600.00                                     | -   | 7,066,631.50            |
| Chino Valley   | 12,379.35   | 290,630.69           | 4.18        | 51,745.68           | 238,885.01           | 2,047,703.47            | 31.73         | 392,796.78             | 1,654,906.69            | 75,297.52                   | 201,135.00                  | 78,775.00            | 2,300.00           | 108,318.50                                    | 9,775.00                                     | -   | 2,813,935.17            |
| Cucamonga      | 13,717.61   | -                    | -           | -                   | -                    | 293,168.01              | 2.53          | 34,705.55              | 258,462.45              | -                           | 19,044.00                   | 6,900.00             | -                  | 24,691.34                                     | -  | -   | 343,803.34              |
| Etiwanda       | 11,660.07   | -                    | -           | -                   | -                    | 1,173,040.83            | 14.21         | 165,689.59             | 1,007,351.23            | 157,960.31                  | 214,590.00                  | -                    | -                  | 4,531.00                                      | -  | 600.88  | 1,550,723.01            |
| Mountain View  | 12,514.01   | -                    | -           | -                   | -                    | 32,320.89               | 0.02          | 250.28                 | 32,070.61               | 19,182.95                   | -                           | 8,625.00             | 1,150.00           | -   | 5,750.00                                     | -   | 67,028.84               |
| Mt Baldy       | 12,879.09   | -                    | -           | -                   | -                    | -                       | -             | -                      | -                       | 18,630.00                   | -                           | -                    | -                  | -   | -  | -   | 18,630.00               |
| Upland         | 13,714.85   | 74,123.09            | 1.55        | 21,258.02           | 52,865.07            | 2,088,214.79            | 23.39         | 320,790.34             | 1,767,424.45            | 214,154.15                  | 103,017.00                  | 615.25               | -                  | 56,384.50                                     | -  | -   | 2,536,508.78            |
| <b>Total</b>   | <b>\$ 116,718.05</b>                              | <b>\$ 410,910.15</b> | <b>6.72</b> | <b>\$ 87,718.23</b> | <b>\$ 323,191.92</b> | <b>\$ 13,093,337.79</b> | <b>163.54</b> | <b>\$ 2,259,422.91</b> | <b>\$ 10,833,914.87</b> | <b>\$ 848,080.13</b>        | <b>\$ 735,540.00</b>        | <b>\$ 123,665.25</b> | <b>\$ 3,450.00</b> | <b>\$ 279,504.35</b>                          | <b>\$ 36,225.00</b>                          | <b>\$ 600.88</b>                                      | <b>\$ 15,531,313.53</b> |

Table 2: District reimbursement of Table 1 projections using current split

| District Paid % (Current) | LCI                 |                      | NPS/NPA                |                        | Parent Reimbursement<br>FN 2200<br>70% | Parent Attorney Fees<br>FN 2200<br>70% | IEE'S<br>FN 2200<br>70% | ATEC<br>FN 21180<br>70% | IEE'S (not related to Due Process/ADR)<br>FN 2200<br>100% | ATEC (not related to Due Process/ADR)<br>FN 2200<br>100% | Misc. Charges (not related to Due Process/ADR)<br>FN 2200<br>100% | Totals                  |
|---------------------------|---------------------|----------------------|------------------------|------------------------|--|--|-------------------------|-------------------------|---|--|---|-------------------------|
|                           | FN 1180<br>100%     | FN 1180<br>100%      | FN 1180<br>100%        | FN 1180<br>80%         |  |  |                         |                         |   |  |   |                         |
|                           | LCFF Deduct         | Net Total            | LCFF Deduct            | Net Total              |  |  |                         |                         |   |  |   |                         |
|                           | Paid Invoices       | Paid Invoices        | Paid Invoices          | Paid Invoices          |  |  |                         |                         |   |  |   |                         |
| SBCSS                     | -                   | -                    | -                      | -                      | -                                      | -                                      | -                       | -                       | -   | -  | -   | 3,220.00                |
| Alta Loma                 | -                   | -                    | 38,305.74              | 191,499.14             | 132,987.97                             | 43,035.30                              | 5,232.50                | -                       | 24,911.30   | 3,450.00   | -   | 439,421.94              |
| Central                   | -                   | -                    | 58,230.56              | 374,935.56             | 5,562.55                               | -                                      | 11,672.50               | -                       | 303.60  | 12,650.00  | -   | 463,354.77              |
| Chaffey                   | 14,714.53           | 31,441.84            | 1,248,654.07           | 4,324,524.86           | 115,448.12                             | 95,392.50                              | -                       | -                       | 60,364.11   | 4,600.00   | -   | 5,895,140.02            |
| Chino Valley              | 51,745.68           | 238,885.01           | 392,796.78             | 1,323,925.35           | 52,708.26                              | 140,794.50                             | 55,142.50               | 1,610.00                | 108,318.50  | 9,775.00   | -   | 2,375,701.58            |
| Cucamonga                 | -                   | -                    | 34,705.55              | 206,769.96             | -                                      | 13,330.80                              | 4,830.00                | -                       | 24,691.34   | -  | -   | 284,327.65              |
| Etiwanda                  | -                   | -                    | 165,689.59             | 805,880.98             | 110,572.22                             | 150,213.00                             | -                       | -                       | 4,531.00  | -  | 600.88  | 1,237,487.67            |
| Mountain View             | -                   | -                    | 250.28                 | 25,656.49              | 13,428.07                              | -                                      | 6,037.50                | 805.00                  | -   | 5,750.00   | -   | 51,927.33               |
| Mt Baldy                  | -                   | -                    | -                      | -                      | 13,041.00                              | -                                      | -                       | -                       | -   | -  | -   | 13,041.00               |
| Upland                    | 21,258.02           | 52,865.07            | 320,790.34             | 1,413,939.56           | 149,907.91                             | 72,111.90                              | 430.68                  | -                       | 56,384.50   | -  | -   | 2,087,687.97            |
| <b>Total</b>              | <b>\$ 87,718.23</b> | <b>\$ 323,191.92</b> | <b>\$ 2,259,422.91</b> | <b>\$ 8,667,131.90</b> | <b>\$ 593,656.09</b>                   | <b>\$ 514,878.00</b>                   | <b>\$ 86,565.68</b>     | <b>\$ 2,415.00</b>      | <b>\$ 279,504.35</b>                                      | <b>\$ 36,225.00</b>                                      | <b>\$ 600.88</b>  | <b>\$ 12,851,309.95</b> |

## **3-Year Transition Partnership Program (TPP) Contract (24/25 through 26/27)**

### **Background:**

The Transition Partnership Program (TPP) builds partnerships between local education agencies and the California Department of Rehabilitation (DOR) for the purposes of successfully transitioning high school students with disabilities into meaningful employment and/or post-secondary education.

This contract is between the West End SELPA and the California Department of Rehabilitation. The program will serve participants within the Chaffey Joint Union High School District, Upland Unified School District, and Chino Valley Unified School District. The following DOR Student Services will be provided under this agreement:

- Job Exploration Counseling
- Workplace Readiness Training
- Work-based Learning
- Self-Advocacy

The target population to be served through this contract will include those high school students with learning disabilities, those who meet the eligibility criteria for the Individuals with Disabilities Education Act (IDEA), and those with physical and or mental disabilities who are eligible for DOR Student Services.

### **Fiscal Impact:**

The TPP contract agreement with the Department of Rehabilitation is for 3 years (2024/25 thru 2026/27) and requires a Board Resolution. The West End SELPA will receive a service budget amount of \$440,000 per year.

### **Recommended Action:**

Approve the attached Board Resolution form that authorizes Ricky Alyassi, SELPA Chief Administrative Officer to sign and execute any and all documents required by the Department of Rehabilitation to effectuate the execution of contracts and/or amendments related to the Transition Partnership Program.

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FULL Name of Corporation or Public Agency

West End SELPA

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WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

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Name/Position of Person Authorized to Sign Agreement

Ricky Alyassi, SELPA Chief Administrative Officer

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of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

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**CERTIFICATION**

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I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.


IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

---

Address Where Board Meeting Held

8265 Aspen Ave, Suite 200, Rancho Cucamonga, CA 91730

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| Date of Board Meeting | Signature of Recording Secretary  | Date Signed |
|-----------------------|---|-------------|
| May 10, 2024          |  |             |

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**EXHIBIT A**  
**(Standard Agreement - Subvention)**  
**Coversheet**

**1. PURPOSE**

Case Service Agreement

**2. AUTHORITY**

Authority: California Welfare and Institutions Code sections 19008 and 19013 authorize the Department of Rehabilitation to enter into this Agreement to provide vocational rehabilitation services pursuant to the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), federal implementing regulations (34 C.F.R. § 361 et seq.), California Welfare and Institutions Code section 19000 et seq., and California Code of Regulations, title 9, section 7000 et seq.

Assistance Listing Number: 84.126

**3. CONTRACT ENTITIES**

|                 |  |  |
|-----------------|--|--|
| Organization    | Dept. of Rehabilitation  | West End SELPA   |
| Mailing Address | 464 West 4 <sup>th</sup> Street, Suite 152<br>San Bernardino, CA 92401 | 8265 Aspen Ave, Suite 200<br>Rancho Cucamonga, CA<br>91730 |

**4. DESCRIPTION OF SERVICES/DELIVERABLES**

**See attached program description – EXHIBIT A.1**

**EXHIBIT A.1**  
**(Standard Agreement - Subvention)**  
**Contractor's Description of Services/Deliverables**  
**West End SELPA**  
**Transition Partnership Program (TPP)**

**SCOPE OF WORK**

I. Introduction

This contract is between West End SELPA (henceforth known as “the Program”), which is a State or local public agency, and the California Department of Rehabilitation (DOR). This third-party cooperative agreement (TPCA) is designed to jointly serve the mutual unduplicated individuals and/or recipients of DOR services (henceforth referred to as ‘participant’) receiving services from the Program and DOR. Under this cooperative agreement, the Program will ensure that the services provided are not the customary or typical services provided by that Program but rather are new services that have a vocational rehabilitation focus or are existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus. The Program will serve participants within the following school districts: Chaffey Joint Union High School District, Upland Unified School District, and Chino Valley Unified School District. Services will also be made available to DOR Consumers of Blind Field Services (BFS) District as appropriate.

DOR authorizes the following services to be provided under this agreement:

DOR Student Services

- Job Exploration Counseling
- Workplace Readiness Training
- Work-based Learning
- Self-Advocacy

The target population to be served through this contract will include those high school students with learning disabilities, those who meet the eligibility criteria for the Individuals with Disabilities Education Act (IDEA), and those with physical and or mental disabilities who are eligible for DOR Student Services.

Referrals for DOR Student Services for Potentially Eligible students will be made by the education staff to the TPP program. Upon receipt of appropriate referral information and Potentially Eligible Intake forms, the DOR counselor will conduct an intake and open cases in the Aware System as Potentially Eligible Students. The TPP certified time staff will provide DOR Student Services to Potentially Eligible students and begin documenting and submitting certified time reports.

The program may provide DOR student services to students who are not younger than 16 nor older than 21 years, unless the student is participating in a special education program and receiving services beyond the age of 21 such as adult transition programs. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The Program will provide information to program participants with ID/DD ages 16-21 regarding Employment First opportunities for employment and supports to achieve Competitive Integrated Employment.

DOR STUDENT SERVICES – DOR GOALS

For fiscal year 2024-2025, a total of 200 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 100 new cases from the referrals made by the Program.

For fiscal year 2025-2026, a total of 200 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 100 new cases from the referrals made by the Program.

For fiscal year 2026-2027, a total of 200 unduplicated participants with disabilities will receive DOR Student Services through this contract.

It is expected that DOR will open 100 new cases from the referrals made by the Program.

## II. Assurances

The Program makes the following assurances as identified in 361.28(a):

- (1) The services provided by the Program, as the public cooperating agency, are not the customary or typical services provided by that agency but are new services that have a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.
- (2) The services provided by the Program, as the cooperating agency, are only available to applicants for, or recipients of, services from DOR.
- (3) Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of DOR (e.g., the Program will provide only those services that have been authorized by DOR under this cooperating arrangement).
- (4) All requirements of the vocational rehabilitation services portion of the Unified or Combined State Plan, including a State's order of selection, will apply to all services provided under the cooperative arrangement.

## III. Services to be Provided.

### DOR STUDENT SERVICES

DOR Student Services are a coordinated set of services available for students with disabilities, to provide transition services to students from the age of 16 through 21, unless the student is participating in a special education program and receiving services beyond the age of 21 (for students participating in secondary education programs such as adult transition programs). DOR Student Services may be delivered in a classroom, community, or individual setting. Programs may provide DOR Student Services up to one year post exit from high school if the student is enrolled in a post-secondary education setting and still satisfies the definition of a student with a disability. Otherwise, upon exit from high school, DOR Student Services will end.

The coordinated DOR Student Services activities shall include DOR, the school, and other appropriate agencies that may provide services to the program participant including Regional Centers, the One Stop system, and Social Security administration. DOR Student Services are based upon the individual participant's needs, preferences and interests and may include program instruction and community experiences.

The following DOR Student Services will be provided by the Program in accordance with this agreement, as authorized by DOR for each individual with a disability and individualized to each program participant's needs, preferences, and interests as well as their DOR Individualized Plan for Employment (IPE) goals and objectives, as appropriate.

The services described in sections below are DOR Student Services, designed to support students with disabilities in exploring transition from school and preparing for successful employment and/or postsecondary education.

DOR Student Services are available to Program participants who are potentially eligible or participants who have been determined eligible for VR services. Participants engaged in DOR Student Services through this contract will primarily be provided services as potentially eligible. Participants who require additional services to participate in DOR Student Services may need to apply for VR services. Participants who have been determined eligible for the VR services may be provided with DOR Student Services either pre- or post-IPE development.

## 1. DOR Student Services Job Exploration Counseling

### a. Description

Job Exploration Counseling services provide an individualized, timely, and systematic process by which a participant seeking employment gains knowledge of career paths and job opportunities and learns to identify strengths, barriers to employment, viable vocational options, and objectives necessary to achieve one or more employment goals. Job exploration counseling will be provided in conjunction with the counseling provided by the DOR counselor. Job Exploration Counseling may include discussion, analysis, or information on:

- Local labor markets
- In-demand industries and occupations
- Non-traditional employment options
- Interest in post-secondary training or education
- Career aptitude, career skills, and vocational interest inventories
- The participant's vocational interest inventory results
- Identification of career pathways of interest to the participant, and the skills and qualifications necessary to be successful in these occupations.
- The participant's prior work experience and transferable skills
- Career speakers

Reporting of job exploration activities completed, findings, and recommendations will be provided to the referring DOR Counselor.

The TPP Transition Project Assistant, TPP Transition Case Technician(s), TPP School Teacher(s), and TPP Paraprofessional(s) will provide DOR Student Services to Potentially Eligible participants.

### b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 100 unduplicated participants of DOR services will receive this service.

- For fiscal year 2026-2027, a total of 100 unduplicated participants of DOR services will receive this service.

## 2. DOR Student Services Workplace Readiness Training

### a. Description

Workplace Readiness Training services consist of instruction with curricular supports which can be provided in a classroom, group, or individual setting. Workplace readiness skills are a set of skills and behaviors that are necessary for any job. This secondary school instruction is intended to support goals and objectives and will typically be provided until the student exits the secondary school system, in accordance with the needs and informed choice of the student. Workplace Readiness training can be provided through instruction or other activities where the student can learn and apply the knowledge.

Workplace readiness training may include, but not limited to, training in the following subject matters:

- Soft skills needed for successful employment including:
  - Communication with coworkers
  - Attitudes about work
  - Decision making while on the job.
  - Conflict resolution skills
  - Problem solving techniques.
  - Appropriate workplace written communication skills.
    - Interviewing techniques
    - Resume development
    - Application preparation
    - Appropriate work behaviors including:
      - Grooming and hygiene while on the job
      - Use of a cell phone
      - Social media professionalism
      - Maintaining a healthy lifestyle while at work
      - Time management
      - Developing friendships with coworkers
      - Community safety
        - Employer expectations such as punctuality and performance
        - Relevant work practices
        - Travel training
        - Financial literacy
  - Money management
  - Assistance in becoming knowledgeable regarding the impact of employment on a participant's disability and benefits.

Reporting on workplace readiness training activities will be provided to the referring DOR counselor.

The TPP Transition Project Assistant, TPP Transition Case Technician(s), TPP School Teacher(s), and TPP Paraprofessional(s) will provide DOR Student Services to Potentially Eligible participants.

### b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 100 unduplicated participants of DOR services will receive this service.

### 3. DOR Student Services Work-based Learning Experiences

#### a. Description

Work-based learning experiences use real work settings to provide participants with an opportunity to explore work in a competitive integrated environment. Work-based learning experiences provide participants with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Participants may engage in more than one work-based learning experience, as appropriate for the participant. Work-based learning experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Work based learning experiences include work experience services consisting of short-term placements both on and off campus and monitoring the participant's performance in the work environment. Work experience may include:

- Paid/unpaid internships.
- Paid/unpaid placement.
- Summer work experience
- Apprenticeships (informal)
- Informational interviews
- Workplace tours
- Job shadowing

Any paid or unpaid work experience activities will comply with the Department of Labor regulations. Work Experience supervisors will evaluate participants and submit written reports to the DOR counselor on a monthly basis.

The TPP Transition Project Assistant, TPP Transition Case Technician(s), TPP School Teacher(s), and TPP Paraprofessional(s) will provide DOR Student Services to Potentially Eligible participants.

#### b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 75 participants of DOR services will receive this service.
- 45 unduplicated participants of DOR services will participate in a Work Experience placement.
- For fiscal year 2025-2026, a total of 75 participants of DOR services will receive this service.
- 45 unduplicated participants of DOR services will participate in a Work Experience placement.

- For fiscal year 2026-2027, a total of 75 participants of DOR services will receive this service.
- 45 unduplicated participants of DOR services will participate in a Work Experience placement.

4. DOR Student Services Instruction in Self-Advocacy

a. Description

Instruction in Self-Advocacy services may be provided in a classroom, group, or individual setting to assist participants to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires. Instruction may be provided through mentorships including peer, disability, or group mentoring. Self-Advocacy instruction may train participants in the following skills as they relate to successful employment:

- Self-awareness
- Disability understanding and disclosure.
- Self-determination
- Setting goals
- Reasonable accommodation factors
- Utilizing available resources and support systems
- Taking a leadership role in the IEP, 504, or other person-centered planning process
- Positive self-talk
- Understanding workplace rights
- Understanding workplace responsibilities
- Effective communication and interpersonal skills

Reporting on Self-Advocacy instruction activities will be provided to the referring DOR counselor.

The TPP Transition Project Assistant, TPP Transition Case Technician(s), TPP School Teacher(s), and TPP Paraprofessional(s) will provide DOR Student Services to Potentially Eligible participants.

b. Service Goals/Number Served

- For fiscal year 2024-2025, a total of 100 unduplicated participants of DOR services will receive this service.
- For fiscal year 2025-2026, a total of 100 participants of DOR services will receive this service.
- For fiscal year 2026-2027, a total of 100 participants of DOR services will receive this service.

IV. DOR and Program Contacts

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| Organization   | Dept. of Rehabilitation    | West End SELPA                 |
| Contact Person | Shahzia Manawer            | Ricky Alyassi                  |
| Title          | DOR Contract Administrator | Program Contract Administrator |
| Telephone      | (909) 922-2965             | (909) 476-6132                 |
| Email Address  | Shahzia.manawer@dor.ca.gov | ricky.alyassi@weselpa.net      |

|                 |  |  |
|-----------------|--|--|
| Mailing Address | 464 West 4 <sup>th</sup> Street, Suite 152<br>San Bernardino, CA 92401 | 8265 Aspen Ave, Suite 200<br>Rancho Cucamonga, CA<br>91730 |
|-----------------|--|--|

V. Linkages to Other Community Agencies

In alignment with section 101(a)(11) of the Rehabilitation Act, DOR and the Program has regular contact and ongoing working relationships with the following agencies to increase opportunities for DOR student/consumers and avoid duplication of services:

- Regional Center
- America's Job Center of California
- Community College
- Local Education Agencies
- Chamber of Commerce
- Business Leaders Network

VI. In Service Training

Twice a year or more frequently as needed, in-service trainings will be conducted to cross-train the Program and DOR staff in each agency's mission, goals, services, policies, procedures, and professional approaches. This may be done through quarterly meetings, monthly staff meetings, and other program related meetings.



**EXHIBIT B**  
**(Standard Agreement - Subvention)**  
**Budget Detail and Payment Provisions**

**1. INVOICING AND PAYMENT**

**A. Service Budget Payment of Expenditure**

1. This is a cost reimbursement Agreement for subvention services. For allowable services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Program for actual services provided and expenditures incurred subject to the DOR approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All services must be preauthorized by CDOR, and services provided and expenses reported shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Program.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Program's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

**B. Submission of Invoice(s)**

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative and identify services provided to each DOR applicant and/or recipient of DOR services, as delineated in the DOR Contract Handbook. The DR801B shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the California Department of General Services' Government Claims Program, where approval to pay is not guaranteed.
6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

### C. **Appropriate Expenditures**

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Budgeted amounts that have not been utilized during a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

### D. **Invoice Claim Adjustments**

1. Budget amounts remaining from a given line item, within a fiscal year budget may be used for allowable costs under the approved budget line items contained **within the same State fiscal year with prior approval from DOR**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

### E. **Budget Contract Amendments**

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.  
(*Note: ALL changes must be made in **bold**.*)

### F. **Travel Reimbursements**

If travel is reimbursable, the Program agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from DOR, the Program will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

## 2. **BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Program or to furnish any other considerations under this Agreement and the Program shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to the Program to reflect the reduced amount.

### **3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

### **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

### **5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT**

Agreements awarded by DOR shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Program's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Program.
- Be properly documented and supported.
- Be allocated in accordance with the proportional benefit provided.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Program agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

**6. ACCOUNTING SYSTEM REQUIREMENTS**

- A. The Program must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Program's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. The Program shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

Exhibit B.1

West End SELPA

DOR Program Budget

July 1, 2024, Or Upon Approval, whichever is later - June 30, 2027

| <u>ITEM</u>                                     | <u>FTE EXPENDITURE</u> | FY 7/1/2024<br>or Upon<br>Approval,<br>whichever is<br>later to<br>6/30/2025 | FY 7/1/2025<br>to 6/30/2026<br>TOTAL | FY 7/1/2026<br>to 6/30/2027<br>TOTAL |
|---|------------------------|--|--------------------------------------|--------------------------------------|
| Rehabilitation Team Unit<br>1 FTE = \$110,377   | FTE Counselor<br>Units | 1.15   | 1.15                                 | 1.15                                 |
|   |                        | \$126,934  | \$126,934                            | \$126,934                            |
| Case Services<br>(Individual Consumer Expenses) |                        | 289,566  | 289,566                              | 289,566                              |
|   | SUBTOTAL               | \$416,500  | \$416,500                            | \$416,500                            |
| TOTAL DOR PROGRAM COST                          |                        | \$416,500  | \$416,500                            | \$416,500                            |

West End SELPA

Program Budget and Match Summary

July 1, 2024, or Upon Approval, whichever is later - June 30, 2027

|   | FY<br>7/1/2024, or<br>Upon<br>approval,<br>whichever is<br>later to<br>6/30/2025 | FY 7/1/2025<br>to<br>6/30/2026 | FY 7/1/2026<br>to<br>6/30/2027 |
|---|--|--------------------------------|--------------------------------|
|   | <u>TOTALS</u>  | <u>TOTALS</u>                  | <u>TOTALS</u>                  |
| DOR PROGRAM COSTS<br>(From DOR Program Budget)              | \$416,500  | \$416,500                      | \$416,500                      |
| DOR Student Services Service Budget                         | \$440,000  | \$440,000                      | \$440,000                      |
| VR Employment Services Service Budget<br>(If Applicable)    |  |                                |                                |
| TOTAL PAYMENT BY DOR TO CONTRACTOR<br>(From Service Budget) | \$440,000  | \$440,000                      | \$440,000                      |
| <b>TOTAL FEDERAL COSTS</b>                                  | \$856,500  | \$856,500                      | \$856,500                      |
| Certified Match (If applicable)                             | \$285,500<br>25.00%  | \$285,500<br>25.00%            | \$285,500<br>25.00%            |
| Total Federal Share   | \$856,500<br>75.00%  | \$856,500<br>75.00%            | \$856,500<br>75.00%            |
| Cash Match (If applicable)                                  | 0%   | 0%                             | 0%                             |
| Total Federal Share   | \$0<br>0%  | \$0<br>0%                      | \$0<br>0%                      |
| <b>TOTAL STATE MATCH</b>                                    | \$285,500  | \$285,500                      | \$285,500                      |

Cooperative agency certified match expenditure and cash match expenditure must be from non-federal funds and cannot be used to draw down other federal funds. The cash match expenditure must equal at least 21.3% of the designated share and the certified match expenditure must equal at least 25% of the designated share.

Original  Amendment

| Contractor Name and Address   |  | Contract Number  |            |                 | Federal ID Number                |            |                 | Page 1 of 1                      |            |                 |
|---|--|--|------------|-----------------|----------------------------------|------------|-----------------|----------------------------------|------------|-----------------|
| West End SELPA<br>8265 Aspen Ave, Suite 200<br>Rancho Cucamonga, CA 91730 |  |  |            |                 | 95-6000931                       |            |                 | 1 of 1                           |            |                 |
|   |  | Budget Period  |            |                 | Budget Period                    |            |                 | Budget Period                    |            |                 |
|   |  | July 1, 2024, or Upon Approval,<br>whichever is later -June 30, 2025 |            |                 | July 1, 2025-June 30, 2026       |            |                 | July 1, 2026-June 30, 2027       |            |                 |
|   |  | Effective Date (Amendments Only)                                     |            |                 | Effective Date (Amendments Only) |            |                 | Effective Date (Amendments Only) |            |                 |
| Line No.  | PERSONNEL-Position Title & Time Base                                       | Annual Salary Per FTE  | Annual FTE | Amount Budgeted | Annual Salary Per FTE            | Annual FTE | Amount Budgeted | Annual Salary Per FTE            | Annual FTE | Amount Budgeted |
| Administrative Personnel  |  |  |            |                 |                                  |            |                 |                                  |            |                 |
| 1   | TPP Transition Project Assistant<br>1 FTE = 40hrs/wk, 12 months + Benefits | \$158,713.60   | 0.15       | \$23,807.04     | \$168,810.78                     | 0.15       | \$25,321.62     | \$ 174,651.31                    | 0.15       | \$26,197.70     |
| 2   | Admin Subtotal   |  |            | \$23,807.04     |                                  |            | \$25,321.62     |                                  |            | \$26,197.70     |
| 3   | DOR Student Services Direct Service Personnel                              |  |            |                 |                                  |            |                 |                                  |            |                 |
| 4   | TPP Transition Project Assistant<br>1 FTE = 40hrs/wk, 12 months + Benefits | \$158,713.60   | 0.35       | \$55,549.76     | \$168,810.78                     | 0.30       | \$50,643.23     | \$ 174,651.31                    | 0.25       | \$43,662.83     |
| 5   | TPP Transition Case Technician<br>1 FTE = 40hrs/wk, 12 months + Benefits   | \$116,310.36   | 0.50       | \$58,155.18     | \$125,767.94                     | 0.50       | \$62,883.97     | \$ 135,690.16                    | 0.50       | \$67,845.08     |
| 6   | TPP Transition Case Technician<br>1 FTE = 40hrs/wk, 12 months + Benefits   | \$133,016.98   | 0.50       | \$66,508.49     | \$138,022.65                     | 0.50       | \$69,011.33     | \$ 142,988.32                    | 0.50       | \$71,494.16     |
| 7   | TPP Transition Case Technician<br>1 FTE = 40hrs/wk, 12 months + Benefits   | \$127,914.55   | 0.50       | \$63,957.28     | \$132,773.63                     | 0.50       | \$66,386.82     | \$ 137,601.73                    | 0.50       | \$68,800.87     |
| 8   | TPP Transition Case Technician<br>1 FTE = 40hrs/wk, 12 months + Benefits   | \$137,232.19   | 0.50       | \$68,616.10     | \$142,365.46                     | 0.50       | \$71,182.73     | \$ 147,452.32                    | 0.50       | \$73,726.16     |
| 9   | TPP Transition Case Technician<br>1 FTE = 24hrs/wk, 12 months + Benefits   | \$93,350.35  | 0.35       | \$32,672.62     | \$100,903.09                     | 0.25       | \$25,225.77     | \$ 108,838.36                    | 0.20       | \$21,767.67     |
| 10  | Teacher Release Time   | \$4,500.00   | 1.00       | \$4,500.00      | \$3,500.00                       | 1.00       | \$3,500.00      | \$ 2,500.00                      | 1.00       | \$2,500.00      |
| 11  | DOR Student Services Subtotal  |  |            | \$349,959.42    |                                  |            | \$348,833.85    |                                  |            | \$349,796.76    |
| 12  | Personnel Subtotal   |  |            | \$373,766.46    |                                  |            | \$374,155.46    |                                  |            | \$375,994.46    |
| 13  | OPERATING EXPENSES   |  |            |                 |                                  |            |                 |                                  |            |                 |
| 14  | Training   |  |            | \$1,000.00      |                                  |            | \$1,000.00      |                                  |            | \$1,000.00      |
| 15  | Communications   |  |            | \$3,121.00      |                                  |            | \$2,957.00      |                                  |            | \$2,847.00      |
| 16  | Office Supplies/Postage/Printing   |  |            | \$3,313.00      |                                  |            | \$3,088.00      |                                  |            | \$2,359.00      |
| 17  | Instructional Materials  |  |            | \$1,500.00      |                                  |            | \$1,500.00      |                                  |            | \$1,500.00      |
| 18  | Mileage/Travel/Transportation  |  |            | \$6,000.00      |                                  |            | \$6,000.00      |                                  |            | \$6,000.00      |
| 19  | Theft Sensitive Items  |  |            | \$1,500.00      |                                  |            | \$1,500.00      |                                  |            | \$1,500.00      |
| 20  | Software/Technology Services   |  |            | \$4,500.00      |                                  |            | \$4,500.00      |                                  |            | \$3,500.00      |
| 21  |  |  |            |                 |                                  |            |                 |                                  |            |                 |
| 22  | Operating Subtotal   |  |            | \$20,934.00     |                                  |            | \$20,545.00     |                                  |            | \$18,706.00     |
| 23  | Personnel and Operating Subtotal   |  |            | \$394,700.46    |                                  |            | \$394,700.46    |                                  |            | \$394,700.46    |
| 24  | Indirect Rate Percentage   |  |            | 8.50%           |                                  |            | 8.50%           |                                  |            | 8.50%           |
| 25  | Indirect Cost  |  |            | \$33,549.54     |                                  |            | \$33,549.54     |                                  |            | \$33,549.54     |
| 26  | Program Service Budget Sub-Total   |  |            | \$428,250.00    |                                  |            | \$428,250.00    |                                  |            | \$428,250.00    |
| 27  | Workplace Readiness Training   |  |            | \$5,000.00      |                                  |            | \$5,000.00      |                                  |            | \$5,000.00      |
| 28  | Work-based Learning  |  |            | \$6,750.00      |                                  |            | \$6,750.00      |                                  |            | \$6,750.00      |
| 29  | TOTAL (rounded to nearest dollar)  |  |            | \$440,000       |                                  |            | \$440,000       |                                  |            | \$440,000       |

West End SELPA  
SERVICE BUDGET NARRATIVE

BENEFITS

Benefits are calculated at a range of 30% - 45% and include PERS, Unemployment Insurance (SUI), Worker's Compensation (W/C), Medicare (M/C), and Health & Welfare Benefits for Medical, Dental and Vision Insurance as outlined below:

- PERS up to 30% (Varies)
- SUI up to 1% (May vary)
- W/C up to 5% (Varies)
- M/C up to 2% (May vary)
- Health & Welfare up to \$25,000 (Varies)

The Benefit Range by position is as follows:

- Transition Project Assistant (up to 40% of salary)
- Transition Case Technician (up to 45% of salary)

This Service Budget narrative is to describe how services expenditures for the West End SELPA (hereinafter referred to as 'Program') will be allocated for the provision of services to unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participants").

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP Transition Project Assistant

Allowable Activities Under this Agreement Include:

Administrative Duties

- Training of program personnel
- Meet with DOR supervisory staff to monitor progress of program in meeting objectives and manage programmatic issues.
- Collaborate with DOR Contract Administrator to complete contract renewals, revisions, or amendments.
- Liaise between district administrations and program personnel on behalf of the program.

Direct Service Duties

- Coordinate and attend quarterly meetings between program staff and DOR.
- Coordinate curriculum development for program certified time match service provision classrooms.
- Develop and oversee procedures to ensure DOR Student Services provided to Potentially Eligible participants are documented appropriately.
- Coordinate Work-Based learning activities including creating and approving authorizations for processing.

Unallowable Traditional Duties that are the customary or typical services provided by the program.

Activities include:



- Training of personnel for the WorkAbility I Grant
- Ensures compliance with the program requirements of the WorkAbility I Grants
- Collaborates with state and local agencies for the purpose of enhancing the success of the WorkAbility I Grant
- Promotes WorkAbility I Grant programs within the community.

### TPP Transition Case Technician

Allowable Activities Under this Agreement Include:

#### Administrative Duties

- None

#### Direct Service Duties

- Attend quarterly program/DOR meetings, program/DOR teacher meetings, and program/ DOR trainings.
- Provide Workplace Readiness Training, which includes vocational evaluation, employment preparation, communication skills, mock interviews, decision making skills, awareness of requirements for attendance, punctuality, and grooming.
- Provide Job Exploration Counseling and Work Experience.
- Process work packets, time sheets and worksite affiliation agreements as a part of Work-Based Learning Activities.
- Provide pre-employment transition skills training in Self-Advocacy through job club services to program participants.
- Contact existing employers to coordinate potential work experience placements.
- Provide necessary supports to program participants to obtain work experience placements.

Unallowable Traditional Duties that are the customary or typical services provided by the program.

Activities include:

- Coordinate provision of employment training and placement opportunities for students
- Monitors student progress through communication with employers, local agencies, teachers, parents, counselors, etc.
- Conducts vocational situational assessments and career interest inventories.
- Assists in the coordination of transition related activities and pre-employment transition skills training.
- Maintains appropriate records.
- Contact employers to develop job sites and secures partner affiliation agreements for student job placement training opportunities.

### TEACHER RELEASE TIME

Cost for substitute employees to allow TPP Transition Teacher and School Site Transition Paraprofessionals to attend contract related trainings, meetings, or teacher cross-trainings. The cost for the substitute employee is based on the individual school district rate.

### OPERATING EXPENSES

*Costs are budgeted through an appropriate allocation methodology for expenses that are shared by multiple funding categories.*

TRAINING

Training expenses such as registration and fees for program staff to attend trainings or hire a trainer for applicable program-related instruction. Trainings may encompass but not be limited to services currently identified in the contract, prospective services or current trends related to program services as outlined in the Exhibit A of the contract. Training costs may be budgeted up to \$500 per Full-Time Equivalent (FTE) utilizing all contract budgets. The DOR Contract Administrator must pre-approve all training in writing.

COMMUNICATIONS

Communication Expenses may include, but are not limited to, the cost of telephone lines and/or telephone equipment including both landlines and mobile phones for local and long-distance telephone calls, two-way radio communications, texting and document sharing. Communication Expenses may also include computer network services, program-specific webpage creation and maintenance, hotspots, and Wi-Fi, as needed for the delivery of contract Services. Additionally, this expense may cover web-based licenses such as ZOOM, Microsoft TEAMS or other identified licenses necessary for provision of contract services.

OFFICE SUPPLIES/POSTAGE/PRINTING

Consumable office supplies necessary for staff required in the provision of program services under the contract to be used during the contract period. Items to be purchased include but are not limited to binder clips, binders, calculator tape, envelopes, file folders, markers, paper, paper clips, pencils, pens, post-it notes, printer cartridges, staples, staplers, and stationary. This line item may also include items for the safety of personnel and participants such as Personal Protective Equipment (PPE) and safety equipment necessary. May include but not limited to masks, gloves, hand sanitizers, disinfectant spray, Plexiglass barriers, first aid kits, fire extinguishers and temperature screeners.

INSTRUCTIONAL MATERIALS

Instructional Materials may include instructional software, tangible materials and web-based instruction sites audio/vision materials. Examples of instructional materials may include but not be limited to, curriculum materials, textbooks, vocational assessments, interest inventories, consumable workbooks, instructional videos, posters, portfolios and other appropriate vocational guidance materials. These items will be used only for or by the participants in the course of service provision.

MILEAGE/TRAVEL/TRANSPORTATION

Mileage - expenses allowable when program staff utilize personal vehicles in the provision of program services such as job development, job coaching, DOR meetings and/or trainings, program monitoring and other program-related activities. Costs are reimbursable utilizing CalHR designated rates found at CalHR.Ca.Gov.

Travel - Per diem and travel costs for contract staff to attend contract-related trainings or meetings, participate in employer networking events, job fairs and other vocational meetings as needed and/or requested. Travel expenses include airfare, bus, train, taxi, ride share, rental cars, public transportation, tolls, parking, lodging and food. Program staff will be reimbursed at actual costs not to exceed the CalHR posted designated rates. If lodging cannot be found within the allowable CalHR designated rates, programs may submit a request to the DOR contract Administrator for prior approval. The DOR Contract Administrator must pre-approve all travel in writing.

Transportation - Costs for transporting participants for the provision of contract services utilizing school district vans, school bus service or hired vehicle, Access, Lyft and UBER. The expense may also include the allocated costs for fleet maintenance.

## THEFT SENSITIVE ITEMS

These are expendable technological items purchased or repaired with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. Examples include, but are not limited to; laptop computers, desktop computers, docking stations, computer accessories, Internet Hotspots, computer and smart phone cases, monitors, printers, fax machines, copy machines, cameras, projectors, cellular phones, speakers, flash drives, iPads, and tablets. Theft sensitive items will be exclusively utilized by program staff and program participants in the provision of contract services. Theft sensitive items must be inventoried, and a copy of the inventory record must be submitted DOR upon request.

### FY 24/25

| No. Of Items to be Purchased          | Item Description                  | Estimated Cost per Item | Total Cost per Item |
|---------------------------------------|-----------------------------------|-------------------------|---------------------|
| 1                                     | Laptop or Desktop and Accessories | \$1,500                 | \$1,500             |
| <b>Total Theft Sensitive FY 24/25</b> |                                   |                         | <b>\$1,500</b>      |

### FY 25/26

| No. Of Items to be Purchased          | Item Description                  | Estimated Cost per Item | Total Cost per Item |
|---------------------------------------|-----------------------------------|-------------------------|---------------------|
| 1                                     | Laptop or Desktop and Accessories | \$1,500                 | \$1,500             |
| <b>Total Theft Sensitive FY 25/26</b> |                                   |                         | <b>\$1,500</b>      |

### FY 26/27

| No. Of Items to be Purchased          | Item Description                  | Estimated Cost per Item | Total Cost per Item |
|---------------------------------------|-----------------------------------|-------------------------|---------------------|
| 1                                     | Laptop or Desktop and Accessories | \$1,500                 | \$1,500             |
| <b>Total Theft Sensitive FY 25/26</b> |                                   |                         | <b>\$1,500</b>      |

## SOFTWARE/TECHNOLOGY SERVICES

Computer licenses for transition related technology services and/or secure storage for student FERPA information.

## INDIRECT COST

Indirect cost rate of the Education Agency Cooperative Program is the rate calculated by the San Bernardino County Superintendent of Schools and approved by the California Department of Education (CDE) for the West End SELPA. Indirect costs cover administrative costs not already addressed under specific line items in this contract (e.g., Chief Financial Officer, building/office facilities expenses, human

resources, data processing, maintenance, and general operations) This indirect rate is applied to both personnel costs and operating expenses in this contract.

## WORKPLACE READINESS

Taken from DOR Case Service Budget. Costs for the purchase of bus passes to support travel training instruction as part of Workplace Readiness Training services. Total amount budgeted is based on the anticipated number of TPP students receiving transportation training multiplied by the prevailing local student bus pass rates.

## WORK-BASED LEARNING

Taken from DOR Case Service Budget. Costs for the purchase of shoes, work clothing, uniforms, fingerprinting certifications, and trainings required to participate in a work-based learning experience(s). Total amount budgeted is based on the anticipated number of TPP students to participate in Work-based Learning services based on the contract service goal, and up to \$150.00 allowance per TPP student.

Receipts for items purchased must be retained by the TPP and submitted with the monthly invoice to the DOR Contract Administrator upon request.

**COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET**  
**July 1, 2024 or Upon Approval, whichever is later - June 30, 2027**

**F-2**

| Contractor Name and Address   |  | Cooperative agency agrees it will make the following expenditures during the fiscal year, in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. **NOTE** No portion of the below expenditures shall come from Federal Funds or WorkAbility I Funds. |            |                         |                              |            |                         |                              |            |                         |
|---|--|---|------------|-------------------------|------------------------------|------------|-------------------------|------------------------------|------------|-------------------------|
| West End SELPA<br>8265 Aspen Ave, Suite 200<br>Rancho Cucamonga, CA 91730 |  |   |            |                         |                              |            |                         |                              |            |                         |
| Item Expenditure  |  | July 1, 2024, or Upon Approval, whichever is later - June 30, 2025  |            |                         | July 1, 2025 - June 30, 2026 |            |                         | July 1, 2026 - June 30, 2027 |            |                         |
| Line No.  | PERSONNEL - Position Title & Time Base                         | Annual Salary Per FTE   | Annual FTE | Annual Amount Certified | Annual Salary Per FTE        | Annual FTE | Annual Amount Certified | Annual Salary Per FTE        | Annual FTE | Annual Amount Certified |
| 1   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$142,936.12  | 0.10       | \$14,293.61             | \$142,936.12                 | 0.10       | \$14,293.61             | \$142,936.12                 | 0.10       | \$14,293.61             |
| 2   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$143,667.79  | 0.50       | \$71,833.90             | \$143,667.79                 | 0.50       | \$71,833.90             | \$143,667.79                 | 0.50       | \$71,833.90             |
| 3   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$133,386.10  | 0.05       | \$6,669.31              | \$133,386.10                 | 0.05       | \$6,669.31              | \$133,386.10                 | 0.05       | \$6,669.31              |
| 4   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$91,924.28   | 0.05       | \$4,596.21              | \$91,924.28                  | 0.05       | \$4,596.21              | \$91,924.28                  | 0.05       | \$4,596.21              |
| 5   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$139,405.47  | 0.10       | \$13,940.55             | \$139,405.47                 | 0.10       | \$13,940.55             | \$139,405.47                 | 0.10       | \$13,940.55             |
| 6   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$199,501.33  | 0.50       | \$99,750.67             | \$199,501.33                 | 0.50       | \$99,750.67             | \$199,501.33                 | 0.50       | \$99,750.67             |
| 7   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$133,032.72  | 0.25       | \$33,258.18             | \$133,032.72                 | 0.25       | \$33,258.18             | \$133,032.72                 | 0.25       | \$33,258.18             |
| 8   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$170,988.57  | 0.05       | \$8,549.43              | \$170,988.57                 | 0.05       | \$8,549.43              | \$170,988.57                 | 0.05       | \$8,549.43              |
| 9   | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$124,664.84  | 0.05       | \$6,233.24              | \$124,664.84                 | 0.05       | \$6,233.24              | \$124,664.84                 | 0.05       | \$6,233.24              |
| 10  | TPP School Teacher<br>1 FTE=35hrs/week, 10 months + Benefits   | \$151,785.77  | 0.05       | \$7,589.29              | \$151,785.77                 | 0.05       | \$7,589.29              | \$151,785.77                 | 0.05       | \$7,589.29              |
| 11  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$53,558.38   | 0.05       | \$2,677.92              | \$53,558.38                  | 0.05       | \$2,677.92              | \$53,558.38                  | 0.05       | \$2,677.92              |
| 12  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$43,059.80   | 0.05       | \$2,152.99              | \$43,059.80                  | 0.05       | \$2,152.99              | \$43,059.80                  | 0.05       | \$2,152.99              |
| 13  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$20,969.62   | 0.05       | \$1,048.48              | \$20,969.62                  | 0.05       | \$1,048.48              | \$20,969.62                  | 0.05       | \$1,048.48              |
| 14  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$32,523.45   | 0.05       | \$1,626.17              | \$32,523.45                  | 0.05       | \$1,626.17              | \$32,523.45                  | 0.05       | \$1,626.17              |
| 15  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$56,961.03   | 0.05       | \$2,848.05              | \$56,961.03                  | 0.05       | \$2,848.05              | \$56,961.03                  | 0.05       | \$2,848.05              |
| 16  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$46,475.53   | 0.05       | \$2,323.78              | \$46,475.53                  | 0.05       | \$2,323.78              | \$46,475.53                  | 0.05       | \$2,323.78              |
| 17  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$56,225.23   | 0.05       | \$2,811.26              | \$56,225.23                  | 0.05       | \$2,811.26              | \$56,225.23                  | 0.05       | \$2,811.26              |
| 18  | TPP Paraprofessional<br>1 FTE=25hrs/week, 10 months + Benefits | \$65,939.38   | 0.05       | \$3,296.97              | \$65,939.38                  | 0.05       | \$3,296.97              | \$65,939.38                  | 0.05       | \$3,296.97              |
| 19  |  |   |            |                         |                              |            |                         |                              |            |                         |
| 85  |  |   |            |                         |                              |            |                         |                              |            |                         |
| 86  | Personnel Subtotal   |   |            | \$285,500.00            |                              |            | \$285,500.00            |                              |            | \$285,500.00            |
| 87  | OPERATING EXPENSES   |   |            |                         |                              |            |                         |                              |            |                         |
| 93  |  |   |            |                         |                              |            |                         |                              |            |                         |
| 94  | Operating Subtotal   |   |            |                         |                              |            |                         |                              |            |                         |
| 95  | Personnel and Operating Subtotal                               |   |            | \$285,500.00            |                              |            | \$285,500.00            |                              |            | \$285,500.00            |
| 96  |  |   |            |                         |                              |            |                         |                              |            |                         |
| 97  | TOTAL EXPENDITURES "CERTIFIED"                                 |   |            | \$285,500.00            |                              |            | \$285,500.00            |                              |            | \$285,500.00            |

West End SELPA  
CERTIFIED BUDGET NARRATIVE

DOR-CA INSTRUCTIONS – Replace all blue language. Do not bold any language unless this is an amendment, then only bold changes.

BENEFITS

Benefits are calculated at a range of 15% - 50% and include PERS, STRS, Unemployment Insurance (SUI), Worker's Compensation (W/C), Medicare (M/C), and Health & Welfare Benefits for Medical, Dental and Vision Insurance as outlined below:

- PERS up to 30% (Varies)
- STRS up to 25% (Varies)
- SUI up to 1% (May vary)
- W/C up to 5% (Varies)
- M/C up to 2% (May vary)
- Health & Welfare up to \$25,000 (Varies)

The Benefit Range by position is as follows:

- School Teacher (up to 40% of salary)
- Paraprofessional (up to 50% of salary)

This Certified Budget narrative is to describe how West End SELPA will redirect staff time specifically certified in the provision of services to program unduplicated individuals and/or participants in DOR Services (hereinafter referred to as "participants").

PERSONNEL

For all positions: Cooperative Program Duties must be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus in accordance with 34 C.F.R. § 361.28(a)(1).

TPP School Teacher:

Job Requirements:

FTE: .05 - .50 Percent of FTE that will be utilized only to provide services under this agreement.

Allowable Contract Activities include:

- Provide Job Exploration Counseling, Workplace Readiness, Work-Based Learning, Work Experience Placement, and Instruction in Self Advocacy to participants as specified in the contract.
- Provides individual and small group instruction in DOR Student Services curriculum areas to participants.
- Evaluate program participant's performance in the transition skills class and Work-Based Learning Activities.
- Recommend work experience placements for participants.
- Collaborate with DOR counselors and TPP Transition Case Technicians to identify needs and services for program participants.

- Provide Workplace Readiness Training that includes but is not limited to work related communication skills, decision making skills, awareness of requirements for attendance, punctuality, and grooming.
- Provides instruction in Self-Advocacy and understanding work practices, work behaviors, and characteristics.
- Provides Job Exploration Counseling and activities.
- Provides instruction to TPP participants on employment services which include: the conditions and benefits of employment, responsibilities of the employer, wage payment practices, work rules and customs, nondiscrimination practices, conflict resolution procedures, individual and human rights practices, and health and safety requirements.
- Familiarizes student participant with his/her disability and acceptable accommodations.

Non-contract Duties (not charged to this contract) that are the customary or typical services provided by the Program.

Activities include:

- Teaches basic school subjects to special education students.
- Develops and implements Individualized Education Plan for students.
- Maintains records of student performance and achievement in basic school subjects
- Coordinates with general education teachers regarding student's learning needs, accommodations, and modifications
- Other duties as assigned based on the traditional agency teacher contract.

TPP Paraprofessional:

Job Requirements:

FTE: .05 Percent of FTE that will be utilized only to provide services under this agreement.

Allowable Contract Activities include:

- Under the direction of the TPP School Teacher assists with DOR Student Services including Job Exploration Counseling, Workplace Readiness, Work-Based Learning, Work Experience Placement, and Instruction in Self Advocacy to participants as specified in the contract.
- Reinforce and assist classroom teacher in provision of DOR Student Services.
- Write progress reports on participant performance, progress and activities based on data collected.
- Support the TPP School Teacher in familiarizing participants with Pre-Employment Transition Services which include: the conditions and benefits of employment, responsibilities of the employer, wage payment practices, work rules and customs, nondiscrimination practices, conflict resolution procedures, individual and human rights practices, and health and safety requirements.
- Under the supervision of the TPP School Teacher, provide additional structure and guidance to participants in understanding his/her disability and accommodation needs.

Non-Contract Traditional Duties (not charged to this contract) that are the customary or typical services provided by the Program.

Activities include:

- Under the direction of the Special Education Teacher provides instruction in basic school subjects
- Reinforces and assists with teacher implemented lesson plans in basic subject areas based on IEP goals.
- Collects data on student performance in basic school subjects and areas based on IEP goals.

**EXHIBIT C**  
**(Standard Agreement - Subvention)**  
**General Terms and Conditions (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.



**EXHIBIT D**  
**(Standard Agreement - Subvention)**  
**Special Terms and Conditions**

**1. NOTIFICATION AND COMPLIANCE**

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

The Program agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. The Program shall accept financial responsibilities in the event of non-compliance.

**2. DISPUTES**

If the Program believes that there is a dispute or grievance between the Program and the State arising out of or relating to this Agreement, the Program shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, the Program shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, the Program shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Program's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Program, the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Program indicating the decision and reasons, therefore. Should the Program disagree with the Supervisor's decision, the Program may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. The Program's letter of appeal must be submitted within ten (10) working days of the receipt of the DOR Contract Administrator's Supervisor's written decision. The Program must submit a letter of appeal to the DOR Contract Officer explaining the disagreement with the Contract Administrator's Supervisor's decision. The letter must include, as an attachment, copies of the Program's original grievance report, evidence originally submitted, and response from the Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Program's letter of appeal, review the issues raised and shall render a written decision to the Program. The decision of the Director or designee shall be final.

**3. RIGHT TO TERMINATE**

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Program fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Program.

**4. CORRECTIVE ACTION**

If the Program is not able to meet the service goals outlined in the Scope of Work, DOR reserves the right to reduce the Service Budget in alignment with an amended Scope of Work to reflect

updated service goals that are achievable for the Program after review by the DOR Contract Administrator.

## 5. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If the Program provides training seminars, workshops, or conferences, the Program must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Program shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Program to conduct routine business matters.

## 6. INSURANCE REQUIREMENTS

### General Provisions Applying to All Policies

- A. Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State within ten (10) days of the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal** – The Program is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Program fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible** – The Program is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Program is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- E. Inadequate Insurance** – Inadequate or lack of insurance does not negate the Program obligations under the contract.
- F. Satisfying a Self-Insured Retention (SIR)** – All insurance required by this contract must allow the State to pay and/or act as the Program's agent in satisfying any SIR. The choice to pay and/or act as the Program's agent in satisfying any SIR is at the State's discretion.
- G. Available Coverages/Limits** – All coverage and limits available to the Program shall also be available and applicable to the State.
- H. Subcontractors** – In the case of the Program's utilization of subcontractors to complete the contracted scope of work, the Program shall include all subcontractors as insured under the Program's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of the Program.
- I. Hazardous Activity**  
If applicable under this contract transportation is considered a hazardous activity. The Program agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Program agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Program agrees that no work or services shall be performed prior to such approval.

The State may, in addition to any other remedies it may have, terminate this contract should Program fail to comply with these provisions.

- i. Commercial General Liability – The Program shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Programs, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Program’s limit of liability.

**The following must be included as part of the policy and must be noted on the certificate of insurance:** *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**\*\*Endorsements must be provided to the DOR prior to release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.\*\***

- ii. Automobile Liability (If Applicable) – For DOR consumers being provided transportation under said Agreement, the Program shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- **For public schools and other State or local public agencies:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Program’s certificate of insurance shall State a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 to 15 people** (includes driver) the certificate of insurance shall State a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall State a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

**The following must be included as part of the policy and must be noted on the certificate of insurance:** *The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.*

**\*\*Endorsements must be provided to the DOR prior to the release of the executed contract. The endorsement must be acceptable to the Department of Rehabilitation.\*\***

- iii. Workers’ Compensation and Employers Liability – The Program shall maintain statutory workers’ compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

**The workers’ compensation policy shall contain a waiver of subrogation in favor of the State.**

**\*\*The waiver of subrogation endorsement must be provided to the DOR prior to release of the executed contract. The waiver of subrogation endorsement must be acceptable to the Department of Rehabilitation.\*\***

Self-insurance – The Program shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

## 7. CONTRACTOR STAFFING REQUIREMENT

The Program certifies that its employees meet the qualifications as outlined in the job posting for the position listed on the budget. The program further certifies that staff providing services under this agreement meet the specific requirements. The Program will provide a sample of key staff resumes or duty statements for the positions identified under this agreement at DOR's request at the time of program reviews as outlined in the DOR Contract Handbook.

## 8. CONFLICT OF INTEREST

- A. The Program certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. The Program shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## 9. CONFIDENTIALITY

- A. The Program agrees to comply with the provisions applicable to applicants and/or recipients of DOR services information as set forth in 34 Code of Federal Regulations section 361.38 and Title 9, California Code of Regulations, section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.).
- B. The Program agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. The Program agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, the Program agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at [iso@dor.ca.gov](mailto:iso@dor.ca.gov).

- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract by the Program or the Program's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
  2. Unauthorized access to confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
  3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. The Program agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., applicants and/or recipients of DOR services information) obtained in the performance of this contract.
- G. The Program agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the Program's information privacy and security policies.
- H. For Programs that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:  
<https://www.dor.ca.gov/Home/SecurityandPrivacy>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

## **10. AUDIT AND REVIEW REQUIREMENTS**

- A. General Audit and Review Requirements
1. The State shall have the right to conduct inspections, reviews, and/or audits of the Program to determine whether the services provided, and the expenditures invoiced by the Program were in compliance with this Agreement and other applicable federal or state statutes and regulations.
  2. The Program agrees that DOR, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to,

accounting records, applicants and/or recipients of DOR services service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.

3. The Program shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable Federal Office of Management and Budget (OMB) cost principles and administrative requirements.
4. The Program agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. The Program agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the seven (7) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Program agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. These annual audit documents shall be maintained by the Program and provided to the auditing agency when requested. This audit shall be made in accordance with 2 CFR 200.

## **11. COMPETITIVE BIDDING AND PROCUREMENTS**

- A. The Program shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Program's agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of three competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR Contract Administrator or adequate justification provided for the absence of bidding.
- B. The Program must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Program at any time.
- C. The Program should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Program must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Program must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

## **12. USE OF SUBCONTRACTOR(S)**

If the Program desires to accomplish part of the services through the use of one (1) or more subcontracts, the following conditions must be met:

- A. The Program shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Program and the subcontract must be in writing;

- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontract relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. The Program shall assure that all subcontract administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.
- F. Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

### **13. POTENTIAL SUBCONTRACTS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontract, and no subcontract shall relieve the Program of his responsibilities and obligations hereunder. The Program agrees to be as fully responsible to the State for the acts and omissions of its subcontracts and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Program. The Program's obligation to pay its subcontract is an independent obligation from the State's obligation to make payments to the Program. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontracts. The Program shall not subcontract any services under this Agreement without prior approval of the State.

### **14. CONTRACT AMENDMENTS**

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

### **15. SOFTWARE**

The Program certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### **14. THEFT SENSITIVE ITEMS**

The DOR is requiring nonexpendable electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". The Program shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the DOR Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other electronic items required to provide contract services

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

The DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

#### **15. ATTRIBUTION**

The Program agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. The Program further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Program, when such individual is a DOR applicant and/or recipient of DOR services

#### **16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The Program certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

If the Program has an internal policy against a sovereign nation or peoples recognized by the United States government, the Program certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).



**EXHIBIT E**  
**(Standard Agreement - Subvention)**  
**Additional Provisions – Federally Funded Agreements**

**1. FEDERAL REQUIREMENTS**

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at [www.ecfr.gov](http://www.ecfr.gov) under [Title 2-Grants and Agreements](#).

**2. FEDERAL FUNDING INTELLECTUAL PROPERTY**

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Program must refer the discovery or invention to DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. The RSA's determination of these issues shall be considered final. In addition, DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Program agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, the Program certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

**4. PROHIBITION ON TAX DELINQUENCY**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

## 5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
1. Subject: Discrimination on the basis of race, color, or national origin.  
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).  
Regulation: 34 CFR part 100.
  2. Subject: Discrimination on the basis of sex  
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).  
Regulations: 34 CFR part 106.
  3. Subject: Discrimination on the basis of handicap.  
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).  
Regulation: 34 CFR part 104handicap.
  4. Subject: Discrimination on the basis of age.  
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).  
Regulation: 34 CFR part 110

## 6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, the Program shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

#### **7. AMERICANS WITH DISABILITIES ACT (ADA)**

By signing this Agreement, the Program agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

**EXHIBIT F**  
**(Standard Agreement -Subvention)**  
**Additional Provisions- Case Services**

**1. INDIRECT COSTS**

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget.

**2. DOR'S CONTRACT MONITORING**

The DOR Contract Administrator will monitor and document the Program's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes, and manner specified in the Agreement, and that the Program prepares and submits adequate documentation by the Program to support the services provided, and expenditures reimbursements. Appropriate documentation may include, but is not limited to the Program's goal outcomes, applicants and/or recipients of DOR services progress reports, a monthly client list of applicants and/or recipients of DOR services s provided services, and a corresponding monthly Service Invoice(s) (DR801B).
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/applicants and/or recipients of DOR services s during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) are received no later than November 1<sup>st</sup>, to allow for payment prior to the close out of Federal/State funds.
- E. Verify that the Program has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- H. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Program is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principles.
- I. Verify that all Agreement staff are providing services in accordance with their duties specified in the Agreement, including ensuring that:

- Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
- Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
- Ensure that the Program has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/applicants and/or recipients of DOR services, including monthly (or otherwise specified) progress reports, applicants and/or recipients of DOR services listings, utilization/service reports, and/or other agreed-upon documentation.
- Verify that Contract staff provide services only to authorized DOR applicants and/or recipients of DOR services.

### **3. CONTRACT HANDBOOK**

The Program acknowledges and agrees with the policies requirements and conditions of the DOR Contract Handbook and its additional policy requirements and conditions for Case Services Contract Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

**EXHIBIT G**  
**(Standard Agreement - Subvention)**  
**Additional Provisions**

I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) and Certified Expenditure Summaries on a monthly basis, with a list of unduplicated individuals and/or recipients of DOR Services (henceforth known as 'participants') served that month.
- Ensuring Personnel Activity Reports or time reporting documents and a list of Program participants served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting, on a monthly basis in accordance with invoicing requirements stipulated in Exhibit B. These documents can be reviewed and maintained electronically to allow for flexibility in either on-site or off-site monitoring, as needed.
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of Program participants served as requested by DOR contract administrator.
- Meeting with DOR Contract Administrator and program staff to discuss contract progress at Quarterly Meetings
  - Reporting the current and cumulative achievement of contract service goals and outcomes as part of the Quarterly Meetings or more often as directed by the DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor quarterly progress reports for participants' receiving DOR Student Services and monthly progress reports for participants in Work-based Learning Experiences and VR Employment Services. Individual Participant's Progress Reports should include the participant's name and other necessary or required information to document the services provided and individual participant's progress in those services.

II. Transportation

The Contractor will provide transportation to up to 15 Program participants including the driver.



# WEST END SELPA SUPERINTENDENTS' COUNCIL

## MEETING SCHEDULE 2024-25

| DATE                          | TIME    | MEETING TYPE                    |
|-------------------------------|---------|---------------------------------|
| Friday,<br>September 20, 2024 | 9:30 am | Business Meeting                |
| Friday,<br>November 15, 2024  | 9:30 am | Business Meeting                |
| Friday,<br>January 17, 2025   | 9:30 am | Business Meeting                |
| Friday,<br>March 14, 2025     | 9:30 am | Business Meeting                |
| Friday,<br>April 18, 2025     | 9:30 am | Business Meeting                |
| TBD                           | 6:30 pm | Annual Art & Writing Showcase   |
| Friday,<br>May 09, 2025       | 9:00 am | Public Hearing/Business Meeting |

MEETING LOCATION: WEST END EDUCATION SERVICE CENTER: 8265 ASPEN AVE., RANCHO CUCAMONGA, CA 91730

ANNUAL ART & WRITING SHOWCASE LOCATION: TBD



*We Educate • We Care • WESELPA*

8265 Aspen Avenue • Rancho Cucamonga, CA 91730-3271

P: 909.476.6131 | F: 909.466.4509

<http://www.weselpa.net>

## AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is by and between the West End Special Education Local Plan Area (“West End SELPA” or “Client”) and the law firm of [-----] (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services to Client based on terms and conditions set forth below, effective [DATE]- [DATE].

- I. SCOPE OF SERVICES: Client hires Attorney as its legal representative/counsel on an as-requested basis with respect to matters the Client specifically refers to Attorney. The place and time for such services are to be designated by the Chief Administrative Officer of the West End SELPA or designee.
- II. DUTIES OF PARTIES: When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters, and shall abide by the terms of this Agreement. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client will assist Attorney in providing information and documents necessary for representation in the described matter. Client further agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, to pay Attorney’s bills on-time, and to abide by the terms of this Agreement.
- III. TERMS AND CONDITIONS
  - A. TERM: The term of this Agreement shall be for [ ] year(s), commencing [DATE], through [DATE], and thereafter shall continue from month to month at the then current hourly rate set forth in the attached rate sheet until modified in writing by mutual agreement or terminated by either party upon 30-days written notice. Parties agree, this Agreement will not take effect until full execution of this Agreement by both Parties.
  - B. BILLING: Client agrees to pay Attorney by the hour for services rendered for all time spent on Client’s matter by Attorneys legal personnel, according to the hourly rates provided on the attached rate schedule. Attorney agrees, Client will be notified with regard to whether legal work shall be provided by partners, associates, paralegals etc.. as described on the attached rate sheet, to ensure Client is aware of rates to be billed for each matter. Attorney shall bill in 0.10 hour increments unless otherwise stated and agreed upon. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter,



including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Agreements for legal fees on an other-than-hourly basis may be made by mutual agreement for special projects, including as set forth in future addenda to this Agreement.

- C. **COSTS AND OTHER CHARGES:** Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for actual and necessary expenses and costs incurred in the course of providing legal services to Client in addition to hourly fees, including but not limited to expert, mediation and arbitration fees. These may also include other fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. Also, to aid in the representation on Client's matter, it may become necessary to hire consultants. Client authorizes Attorney, upon express consent of Client, to retain experts or consultants to perform services, and agrees to pay such fees and charges.
- D. **OTHER NON-LEGAL SERVICES:** Attorney works with professional consultants or may provide consulting services in addition to or in support of the legal services provided pursuant to this agreement. Qualified, non-attorney consultants may provide services, including but not limited to, public relations, educational consulting, leadership mentoring and professional development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.
- E. **MONTHLY INVOICES:** Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than forty-five (45) calendar days past due, not to exceed 10% per annum. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Client agrees to revise the monthly statements promptly upon receipt and to notify Attorney in writing with respect to any disagreement with the monthly statement.
- F. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.
- G. **DISCHARGE AND WITHDRAWAL.**
1. **Termination by Client:** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

2. Termination by Mutual Consent or Attorney: Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate with Attorney in protecting Client's interests, failure to disclose material facts to attorney, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, an attorney-client relationship exists only when Attorney is providing legal services to Client.
3. Following Termination: When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation, Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel. Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services.

H. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

I. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

IV. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

V. **ENTIRE AGREEMENT.** This Agreement with its attachments contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein.

VI. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

- VII. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- VIII. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.
- IX. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND HAVE SO AGREED.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

WEST END SPECIAL EDUCATION LOCAL PLAN AREA

Dated \_\_\_\_\_ By \_\_\_\_\_

[LAW FIRM]

Dated: \_\_\_\_\_ By \_\_\_\_\_