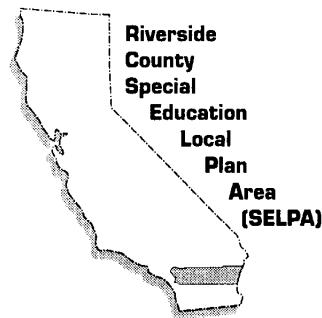


**Riverside County
Special Education Local Plan Area**

2013

**LOCAL PLAN
FOR
SPECIAL EDUCATION**



**Dr. Sue Balt, Executive Director
Riverside County SELPA
2935 Indian Ave
Perris, California 92571
(951) 490-0375, FAX (951) 490-0376
www.rcselpa.org**

NOTES:

- Actual signature pages from SED-LP-1 and SED-LP-2 included in Local Plan
- Actual LEA Assurances are available at the SELPA office
- Appendices 1-3 are posted on website as separate items
- These separate postings affected the page number sequence

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SED-LP-1

1. Check one, as applicable: **Single District** **Multiple District** **District/County**

CDS Code / SELPA Code 3301	SELPA Name Riverside County SELPA	Application Date
SELPA Address 2935 Indian Avenue	SELPA City Perris	SELPA Zip 92571
Name SELPA Director (Print) Dr. Susan Balt		SELPA Director's Telephone Number (951) 490-0375

2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))

RLA/AU Name Val Verde USD	Name/Title of RLA Superintendent Mr. Juan Lopez	Telephone Number (951) 940-6100 x 10601
RLA/AU Street Address 975 W. Morgan St.	RLA/AU City Perris	RLA/AU Zip 92571
Date of Governing Board Approval October 19, 2012		

3. CERTIFICATION OF ASSURANCES

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

Signature of RLA Superintendent _____ Date _____

4. CERTIFICATION OF COMPATIBILITY BY THE COUNTY SUPERINTENDENT OF SCHOOLS

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

County Office Name Riverside County Office of Education	Name of County Superintendent or Authorized Representative Mr. Kenn Young	Title Superintendent of Schools, Riverside County Office of Education
Street Address 3939 13th Street	Signature of County Superintendent or Authorized Representative	Date
City Riverside	Zip 92502	Telephone Number (951) 961-0032

5. CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE

(See attached)

FOR DEPARTMENT OF EDUCATION USE ONLY

Recommended for Approval by the Superintendent of Public Instruction:

Date: _____ By: _____ Date of Approval: _____

COMMUNITY ADVISORY COMMITTEE (CAC) CERTIFICATION		
<i>CAC signature and verification:</i>	YES	NO
I certify :		
1. that the Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the local plan pursuant to <i>Education Code (EC)</i> Section 56194;		
2. that to ensure adequate and effective participation and communication pursuant to <i>EC</i> 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the plan for special education;		
3. that the plan has been reviewed by the CAC and that the committee had at least 30 days to conduct this review prior to submission of the plan to the Superintendent pursuant to <i>EC</i> 56205 (b)(6);		
4. that the CAC has reviewed any revisions made to the local plan as a result of recommendations or requirements from the California Department of Education.		
CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE		
Signature of CAC Chairperson	Date	
Name of Chairperson (print) Jessie Mann	Telephone Number (951) 727-8927	

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

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

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

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

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

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

3. CHILD FIND 20 USC § 1412 (a)(3)

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

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

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

5. LEAST RESTRICTIVE ENVIRONMENT 20 USC § 1412 (a)(5)

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

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

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

7. EVALUATION 20 USC § 1412 (a)(7)

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

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

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

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

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

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

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

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

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

12. INTERAGENCY 20 USC § 1412 (a)(12)

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

13. GOVERNANCE 20 USC § 1412 (a)(13)

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

14. PERSONNEL QUALIFICATIONS 20 USC § 1412 (a)(14)

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a state complaint with the California Department of Education (CDE) about staff qualifications.

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

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

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

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

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

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

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

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

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

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

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

(Federal requirement for State Education Agency only)

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

(Federal requirement for State Education Agency only)

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

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

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

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

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

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

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

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

26. DISTRIBUTION OF FUNDS 20 USC § 1411(e),(f)(1-3)

(Federal requirement for State Education Agency only)

27. DATA 20 USC § 1418 a-d

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

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

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

29. CHARTER SCHOOLS EC 56207.5 (a-c)

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a SELPA may not be treated differently from a similar request made by a school district.

[Placed on District Letterhead; Original Documents on File in SELPA Office]

CERTIFICATION OF BOARD MINUTES

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

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance. Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this _____ day of _____, 20_____.

Yeas: _____ Nays: _____

Signed: _____

Title: _____

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

State Requirements Local Policies/Procedures

Proposed amendments or changes to the permanent portion of the Local Plan will be developed cooperatively by a committee of representatives of special and regular teachers and administrators selected by the groups they represent and with participation by parent members of the community advisory committee, or parents selected by the community advisory committee, to ensure adequate and effective participation and communication (EC § 56195.9).

I. Governance and Administration of the Local Plan

This section describes the Riverside County Special Education Local Plan Area (SELPA) Governance Structure responsibilities and procedures, the administrative functions necessary for implementation of the plan, and the relationship of the Community Advisory Committee (CAC) to governance.

A. Governance Structure

This section addresses the responsibilities of the governing boards, superintendents, special education administrators, finance committee, participating agencies, and procedures for changing the governance structure. Riverside County SELPA Organizational Chart can be found in Appendix 1.

1. Governing Board Responsibilities

Each participating Local Education Agency (LEA) governing board accepts responsibility in the policy-making process as demonstrated by approval of the 2013 Local Plan for the Riverside County SELPA. The procedures for carrying out that responsibility are locally defined but typically fulfilled by regular communication with the respective superintendent and the administrator responsible for special education.

2. Superintendent Responsibilities - Governance Council

The Governance Council consists of each participating district superintendent and the Riverside County Superintendent of Schools (RCSS). The term "Superintendent" shall include the "Chief Executive Official" of a member LEA. The superintendents serve as representatives of the district and the county governing boards in overseeing the delivery and effectiveness of special education programs. The officers of the Governance Council are Chair and Vice Chair, with the Vice Chair succeeding the Chair the following year. The SELPA Executive Director serves as Secretary to the Governance Council. The Governance Council operates as a committee of the whole to formulate policies and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. It is the intent of the Governance Council to minimize financial encroachments upon school districts' general education funds. The Governance Council shall also serve as the Board for the Joint Powers Agreement (JPA) Board.

The Governance Council/JPA Board shall adopt amendments to the permanent portion of the Local Plan on an "interim" basis not to exceed 12 months. Amendments approved in this manner become permanent upon subsequent approval by all LEA governing boards and the State Board of Education. Such approval is considered inclusive of the Annual Service Delivery Plan and the Annual Budget Plan.

The Governance Council/JPA Board adopts bylaws to govern meetings and provides for other appropriate requirements as mandated by law. The Governance Council/JPA Board bylaws are incorporated into the Joint Powers Agreement, which is included herein as Appendix 2.

The Governance Council/JPA Board Steering Committee is a subcommittee of the Governance Council/JPA Board. The Committee develops the agenda for Governance Council/JPA Board meetings

and performs other duties and responsibilities as needed. The Governance Council/JPA Board Steering Committee consists of a representative from each zone (selected by each zone), the RCSS, the Coordinating Council Chair, and a Finance Committee Liaison. Also, the Chair and Vice Chair may serve as a zone representative.

The Governance Council/JPA Board Chair appoints a SELPA Personnel Committee with the function of evaluating the SELPA Executive Director. The Personnel Committee is comprised of the Governance Council Chair representing his/her zone and a superintendent from each of the other zones. The SELPA Executive Director is supervised by the Governance Council/JPA Board Chair. The SELPA Executive Director is selected and/or dismissed by the Governance Council/JPA Board based on recommendations from the Personnel Committee.

3. Coordinating Council

The Coordinating Council consists of the special education administrator, or a designated person, from each participating LEA who has been empowered by the superintendent, and/or special education administrator to act in behalf of said LEA in fiscal and educational matters related to special education. The Coordinating Council formulates potential decisions for program organization, structure, allocation, and policy issue recommendations to assure that all students with disabilities receive appropriate program and services; provides recommendations to the Governance Council/JPA Board and the SELPA Finance Committee; and disseminates and exchanges information. The officers of the Coordinating Council are the Past Chair, Chair and Vice Chair, with the Vice Chair succeeding the Chair the following year. The SELPA Executive Director serves as Secretary to the Coordinating Council. The Coordinating Council operates according to adopted bylaws which are developed, revised, and/or approved formally by the Coordinating Council. The Coordinating Council bylaws are available through the SELPA Office.

The Coordinating Council Steering Committee develops the agenda for Coordinating Council meetings and serves as the nominating committee in recommending a Vice Chair to the Coordinating Council. This committee consists of the SELPA Executive Director, the current and past Coordinating Council Chair, County Director of Special Education, and a representative from each zone.

4. SELPA Finance Committee

The purpose of the SELPA Finance Committee is to analyze all financial and related issues with the resulting recommendations transmitted to the Governance Council/JPA Board and Coordinating Council via their respective steering committees. The SELPA Finance Committee shall support the Governance Council/JPA Board to minimize financial encroachment upon the school districts' general education funds. The SELPA Finance Committee operates according to adopted bylaws which are developed, revised, and/or approved formally by the SELPA Finance Committee. The SELPA Finance Committee bylaws are available through the SELPA Office.

The SELPA Finance Committee shall be comprised of the following members: a Chief Business Official or the Superintendent's designee from each participating local education agency, including the Riverside County Office of Education (RCOE), a Fiscal Liaison to the Governance Council/JPA Board, a Program Liaison from Coordinating Council, and the SELPA Executive Director. The SELPA Executive Director serves as Secretary to the SELPA Finance Committee.

5. Community Advisory Committee

The Community Advisory Committee (CAC) serves the Special Education Local Plan Area in an advisory capacity, in accordance with EC §56190-56194 and legislation related thereto.

The members of the CAC shall be appointed by, and responsible to, the governing board of each SELPA member local education agency (LEA). Appointment must be in accordance with the following selection procedure.

- LEA identifies a minimum of one person who is willing to serve as the LEA representative to the Riverside County SELPA CAC.
- The person's name and position is taken forward as an action item to the LEA Board of Education for official appointment to the CAC.
- A copy of the Board minutes and the person's contact information is provided to the SELPA.
- SELPA will update the CAC membership database and send the new person a SELPA CAC New Member Packet.

The majority of the membership of the CAC shall be composed of parents of pupils enrolled in schools participating in the Riverside County SELPA Local Plan; and, of these members, the majority must be parents of children with disabilities. Members of local PTAs, special education teachers, general education classroom teachers, other school personnel, students with disabilities, representatives of related public and private agencies, and other persons concerned with the needs of children with disabilities may also be appointed to serve as a CAC member.

The CAC has the authority to fulfill the responsibilities that are defined for it in the Local Plan. These responsibilities include, but need not be limited to, all of the following:

- Advising the policy and administrative entity of the SELPA regarding the development, amendment, and review of the Local Plan.
- Recommending annual priorities to be addressed.
- Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
- Encouraging community involvement in the development and review of the local plan.
- Supporting activities on behalf of students with disabilities.
- Assisting in parent awareness of the importance of regular school attendance.

The CAC operates according to adopted bylaws which are developed and/or revised by the CAC through a committee process. The CAC bylaws are approved by both the CAC and the Governance Council/JPA Board. The CAC bylaws are available through the SELPA Office.

6. Participating Agency Responsibilities

The procedures for determining the responsibility of each participating LEA to provide special education and assure access to special education and related services for all students with disabilities residing in the geographic area served by the Local Plan are described herein.

Each LEA is responsible to oversee the operation of those special education programs offered by that LEA and assures access to special education and related services for all students with disabilities residing in the area.

Pursuant to California EC §56205(a) and 56195.1(b) as well as Government Code §6502, et. Seq., the Riverside County SELPA has operated as a JPA, since July 1, 2006. The purpose of the JPA is to formulate policy and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. The Joint Powers Agreement for Special Education can be found in Appendix 2.

Pursuant to California EC §56195.1(e), a SELPA-member LEA may contract with another SELPA member LEA for special education programs/services. The districts may contract with the RCSS to operate programs for students with severe disabilities and/or to provide related services (e.g., Special Day Class, Deaf/Hard of Hearing Itinerant, and/or Visually Impaired Itinerant Programs). The mechanism to initiate such contracts includes the approval of the "Referral/Interim Placement" form and completion of the Master Contract, "Riverside County Superintendent of Schools Agreement for Intra-

SELPA Educational Services.” Home/hospital instruction and/or Special Circumstance Instructional Aide support is available via a Memorandum of Understanding.

The “Intra-SELPA/Inter-SELPA Transfer Agreement” form was developed to assist LEAs and/or SELPAs to document agreements between LEAs and/or SELPAs for the provision of special education services for a resident student in a setting outside of the student’s LEA and/or SELPA of residence. The purpose of the Agreement form is to (1) document agreement between LEAs, (2) obtain student count data for state reporting; and (3) provide a mechanism to transfer funds, if it is determined to be necessary.

Typically, the resident special education administrator initiates these agreements when there is no appropriate program within the LEA. An Intra-SELPA agreement is initiated by a Riverside County SELPA member district for the transfer of a student with an IEP to a program operated by another LEA that is also a member of the Riverside County SELPA. An Inter-SELPA agreement is initiated for the transfer of a student with an IEP from an LEA that is not a member of the Riverside County SELPA to a program operated by an LEA that is a member of the Riverside County SELPA or visa versa.

The “Intra-SELPA/Inter-SELPA Transfer Agreement” is available through the SELPA Office.

7. Procedures for Changing the Governance Structure

Any changes in the governance structure of the Riverside County SELPA, including dividing the SELPA into more than one operating entity or changing the designation of and/or responsibilities of the Responsible Local Agency or Administrative Unit (RLA/AU), are subject to specific provisions of EC § 56140, 56195, et seq., 56195.7 et seq., and 56205 et seq.

1. Any local agency which is currently designated as an LEA participating in the Riverside County SELPA may elect to pursue an alternative option from those specified in EC §56195.1 by notifying the RCSS and the Riverside County Governance Council/JPA Board at least one year prior to the date the alternative plan would become effective (EC § 56195.3(b)).
2. Any alternative plan of an LEA is subject to the approval of the Governance Council/JPA Board and the RCSS (EC § 56140).
3. Approval of a proposed alternative plan shall be based on the capacity of the district(s) to ensure that special education programs and services are provided to all children with disabilities and meet the Size and Scope Standards presented in EC § 56195.1.
4. The proposed SELPA(s) shall cooperate with the RCSS and other school districts in the geographic area in order to assure that the SELPA is compatible with the other SELPAs in the county, as required by EC § 56195.3, and shall consider the impact of the formation of the new SELPA on the county as a whole and upon the SELPA or SELPAs from which they are seeking to separate, including their ability to meet minimum size and scope requirements. Potential adverse programmatic and/or fiscal impacts must be addressed and any potential problems that effected local educational agencies might have with the criteria and standards for fiscal accountability issues must be mitigated.
5. If the RCSS and the Riverside County Governance Council/JPA Board do not approve an alternative plan, the RCSS shall return the plan with comments and recommendations to the district(s). The district or districts participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction (EC § 56140(b) (2)).
6. Any changes in the designation of the RLA/AU for the Riverside County SELPA must conform to the above code provisions and the administrative provisions for approval as specified in the Local Plan.

7. Should any proposed new SELPA formation not occur within the established time-frame then those districts involved in the proposed new SELPA formation shall remain as active members of the Riverside County SELPA until such time the new SELPA is formed. However, this would require a renewal of the one-year notice referenced above in item number one.

A change in governance structure is not the same as program transfers. Any SELPA member LEA intending to withdraw a portion or all of its SH student programs from RCSS operations shall give a written preliminary notice to the Riverside County SELPA and to RCSS. The most recent version of the "Program Transfer Policy and Procedures" approved by Governance Council includes the following components: philosophy, Education Code requirements, transfer of regional program, transfer of multiple students, discontinuing referrals to regionalized program, personnel considerations, facilities planning, timeline requirements, assurances, and a required detailed plan. The "Program Transfer Policy and Procedures" document is available through the SELPA Office website.

B. Administrative Functions Necessary for Implementation of the Plan

This section describes the administrative functions of the RLA/AU, meeting the legal requirements for procedural safeguards, program specialist services, and the CAC responsibilities necessary for implementation of the plan.

1. Responsible Local Agency/Administrative Unit

The governing board of each participating school district has elected to submit to the superintendent this Local Plan in accordance with EC § 56205. The Governance Council/JPA Board designated the Val Verde Unified School District (VVUSD), effective July 1, 2006, to serve as the RLA/AU as provided for in EC § 56030. As such, the duties include, but are not limited to, receiving and distributing regionalized services funds in accordance with the approved budget, providing administrative support, and coordinating the implementation of the Plan. The RLA/AU is entitled to the funds generated from the indirect cost rate applied to regional income. The Agreement for Service – Administrative Unit can be found in Appendix 3; the document with original signatures is available in the SELPA Office.

Pursuant to EC §56205(a)(12)(D)(ii)(I), the Local Plan must identify the respective roles of the administrative unit and the administrator of the SELPA and the individual LEA members within the SELPA in relation to the hiring, supervision, evaluation, and discipline of the administrator of the SELPA and staff employed by the administrative unit in support of the local plan. The SELPA Executive Director is selected and/or dismissed by Governance Council/JPA Board but is an employee of the VVUSD. The VVUSD is an equal opportunity employer. All standard county personnel requirements and procedures shall be employed. The SELPA Executive Director is supervised and evaluated by the Personnel Committee who is appointed by the Governance Council/JPA Board Chair. The SELPA Executive Director is responsible for coordinating the selection of the SELPA staff members, who are also employees of the VVUSD. The SELPA Executive Director serves as Secretary to the Governance Council/JPA Board, serves as Secretary to the Coordinating Council, serves as Chair to the Finance Committee, directs the SELPA office, provides support to the CAC, and performs other duties as required.

2. Meeting the Legal Requirements for Procedural Safeguards

The RLA/AU is responsible for meeting the legal requirements for procedural safeguards of Public Law 101-467 and statutes and regulations including (a) equal access to all programs and services in the region, (b) advice to parents on availability of free or low cost legal services, (c) complaints and the correction of identified problems, and (d) due process.

a. Equal Access to All Programs and Services in the Region

Both state and federal law provide that students with disabilities are entitled to a free, appropriate public education (FAPE) that includes special education and related services to

meet their unique needs in the least restrictive environment (LRE). Each LEA must ensure that all children residing within their jurisdiction who have disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated. The LEA must establish a goal of providing full educational opportunity to all students with disabilities, aged birth through 21.

The laws are written to ensure that the rights of students with disabilities and their parents are protected. The laws require that the parent/guardian of each student with a known or suspected disability receive from the LEA a written description of procedural rights. This requirement is met through the Riverside County SELPA “Notice of Procedural Safeguards and Parent Rights.” A copy of the “Notice of Procedural Safeguards and Parent Rights” is available through the SELPA Office website.

b. Advice to Parents on Availability of Free or Low Cost Legal Services

Both the parents and the LEA have significant legal rights in connection with the special education of students with disabilities. These rights become operative when there is a proposal or refusal by either party to initiate or change the identification, assessment, or educational placement of a student with a known or suspected disability or the provision of FAPE to the child. This most often occurs in connection with the development of an Individualized Education Program (IEP) for the student with a known or suspected disability. Any disagreement regarding proposals or refusals described above is an appropriate issue for a due process hearing. Either or both parties have the right to initiate a due process hearing petition. Upon request, the Riverside County SELPA and/or the appropriate LEA will provide advice to parents on availability of free or low cost legal services.

c. Complaint Procedures and Uniform Complaint Procedures

On an annual basis each LEA must notify in writing its students, parents, and employees about the Uniform Complaint Procedures. The LEA notification includes the opportunity to appeal a local decision to the California Department of Education (CDE), any civil law remedies that may be available, and the procedures the CDE will use in investigating the complaint.

The “Notice of Procedural Safeguards and Parent Rights” contains information on complaint procedures. Because the VVUSD serves as the RLA/AU, the SELPA follows VVUSD Uniform Complaint Procedures.

d. Due Process

The description of due process procedures in EC § 56500.2 – 56507 are hereby included in the Local Plan by reference. The Riverside County SELPA Procedural Safeguards explain definition of terms, confidentiality of information, when rights come into effect, initiating a due process procedure/mediation conference (including stay put provisions to reflect EC § 56343 (d) “appropriateness of placement”), due process hearing, rights and responsibilities of the hearing officer, and awarding of attorney fees.

3. Annual Evaluation Activities

The Riverside County SELPA realizes the need to establish an ongoing evaluation process to ensure that special education programs are offered for all students with disabilities within the geographical area. Such evaluation provides the information necessary to refine and improve policies, regulations, guidelines and procedures and fulfill evaluation requirements under EC § 56601.

The SELPA Executive Director is responsible for the overall coordination, implementation, and reporting of annual evaluation efforts. Forms and surveys for the gathering, recording, and compilation of data are reviewed by the SELPA Executive Director and Coordinating Council for relevancy, consistency, duplication, and effective reduction of paperwork. Data gathering, compilation, reporting, and local review are completed by the LEA designated responsible individual. Each LEA responsible

individual involves Related Service (RS) personnel, general education teachers, special education teachers, administrators, parents, program specialists, and others as appropriate in the evaluation activities. Aggregated data collected by LEA responsible individuals are forwarded to the SELPA Executive Director for compilation into the annual evaluation. The SELPA Executive Director prepares a pupil count report that includes, but is not limited to, racial and ethnic distribution of students with disabilities.

II. Regionalized Services to Local Programs

In order to implement the Local Plan, the SELPA Staff has been delineated specific job responsibilities which are based on the provision of regionalized services pursuant to EC §56195.7(c). Regionalized services to local programs, include, but not limited to, all of the following:

- (1) Program specialist service pursuant to §56368.
- (2) Personnel development, including training for staff, parents, and members of the community advisory committee pursuant to Article 3 (commencing with §56240).
- (3) Evaluation pursuant to Chapter 6 (commencing with §56600).
- (4) Data collection and development of management information systems.
- (5) Curriculum development.
- (6) Provision for ongoing review of programs conducted, and procedures utilized, under the local plan, and a mechanism for correcting any identified problem.

EC §56205(a)(12)(B) requires a description of the regionalized operations and services listed in §56836.23 and the direct instructional support provided by program specialists in accordance with §56368 to be provided through the plan.

Per EC §56836.23, funds for regionalized operations and services and the direct instructional support of program specialists shall be apportioned to the special education local plan areas (SELPAs). As a condition to receiving those funds, the SELPA shall ensure that all functions listed below are performed in accordance with the description set forth in its local plan adopted pursuant to EC §56205:

- (a) Coordination of the special education local plan area and the implementation of the local plan.
- (b) Coordinated system of identification and assessment.
- (c) Coordinated system of procedural safeguards.
- (d) Coordinated system of staff development and parent and guardian education.
- (e) Coordinated system of curriculum development and alignment with the core curriculum.
- (f) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
- (g) Coordinated system of data collection and management.
- (h) Coordination of interagency agreements.
- (i) Coordination of services to medical facilities.
- (j) Coordination of services to licensed children's institutions and foster family homes.
- (k) Preparation and transmission of required special education local plan area reports.
- (l) Fiscal and logistical support of the community advisory committee.
- (m) Coordination of transportation services for students with disabilities.
- (n) Coordination of career and vocational education and transition services.
- (o) Assurance of full educational opportunity.
- (p) Fiscal administration and the allocation of state and federal funds pursuant to EC §56836.01.
- (q) Direct instructional program support that may be provided by program specialists in accordance with EC §56368.

Program specialist dollars are distributed to each SELPA member LEA to conduct services as defined in EC §56368. Program specialists are hired by the local LEA and hold a valid special education credential or a school psychologist authorization and have advanced training and related experience in

the education of students with disabilities and have specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

Program specialist activities include:

- Observe, consult with, and assist resource specialists, related service providers, and special class teachers.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for students with disabilities.
- Participate in each school's staff development, program development, and innovation of special methods and approaches.
- Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
- Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

III. Verification that a Community Advisory Committee (CAC) Has Been Established

Riverside County SELPA assures that a Community Advisory Committee (CAC) as described in the Governance section of this document has been established. The CAC serves the Riverside County SELPA in an advisory capacity; in accordance with EC §56190-56194. Several SELPA-member districts have their own local parent groups that support the SELPA's CAC activities.

IV. Supplementation of State/Federal Funds

It shall be the policy of this SELPA to include this information in the Annual Budget Plan submitted annually to the State.

V. Maintenance of Effort

The Riverside County SELPA shall meet the federal Maintenance Of Effort (MOE) regulations requiring that federal funds be used only to pay the excess costs of providing special education and related services to children with disabilities and to supplement and not supplant state and local funds for special education (reference: Title 34 Code of Federal Regulations C.F.R. Sections 300.231-300.233).

The SELPA RLA/AU, as the grantee of the federal funds from the State Department of Education, shall distribute all or part of the federal funds received to participating LEAs within the SELPA through a sub-granting process and shall annually conduct and report to the State Education Agency (SEA) each of the required MOE information. The LEAs within the Riverside County SELPA shall compile and submit budget and expenditure information to the SELPA RLA/AU, which will then conduct the two required calculations determining MOE. The two comparison tests are as follows:

- First Comparison – Grant Year Budget versus Prior Actual Expenditures
- Second Comparison – Prior Year Actuals versus Second Prior Year Actuals

The Riverside County SELPA Maintenance of Effort Policy adopted by Governance Council is available on the SELPA Office website.

VI. Public Participation

Members of the public, including parents or guardians of students with disabilities who are receiving services under the Local Plan, may address questions or concerns to the governing body at scheduled meetings of the SELPA Governance Council/JPA Board. The Governance Council/JPA Board agenda

provides opportunities for the public to address the Council/JPA Board regarding agenda and non-agenda items at each meeting.

VII. Annual Budget Plan

A. Funding Allocation Plan

The distribution of funds is based on the Assembly Bill (AB) 602 Final Funding Allocation Plan was approved by Governance Council on March 11, 1999. The Allocation Plan has been and will continue to be amended by Governance Council/JPA Board as needed. The most current copy of the Riverside County SELPA AB 602 Allocation Plan is available through the SELPA Office and on www.rcselpa.org.

Any changes will be made, as needed, by vote of the Governance Council/JPA Board. The three major committees (Governance Council/JPA Board, Coordinating Council, and SELPA Finance Committee) are included in the review of all phases.

Other budgets/reports per the Riverside County SELPA shall be prepared and submitted to the appropriate entities as required. Budgets/reports shall be prepared and presented to the SELPA Finance Committee and Governance Council/JPA Board pursuant to federal, state, and RLA/AU timelines.

B. Annual Budget Plan

An Annual Budget Plan is prepared and presented to the SELPA Finance Committee and Governance Council/JPA Board prior to the due date it must be submitted to the California Department of Education.

Pursuant to EC §56205(b), each local plan submitted to the superintendent under this part shall also contain all the following:

- (1) An annual budget plan that shall be adopted at a public hearing held by the special education local plan area. Notice of this hearing shall be posted in each school in the local plan area at least 15 days prior to the hearing. The annual budget plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraph (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of §56001 and §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 §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 non-severe disabilities.
 - (E) Supplemental aids and services to meet the individual needs of students with disabilities.
 - (F) Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with §56836.23) of Chapter 7.2.
 - (G) The use of property taxes allocated to the SELPA pursuant to §2572.

VIII. Annual Service Plan

The Riverside County SELPA Annual Service Plan demonstrates that all students with disabilities have access to services and instruction appropriate to meet their needs as specified in their individualized education programs. In accordance with EC §56205(b)(2), an annual service plan shall be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school district in the SELPA at least 15 days prior to the hearing. The annual service plan may be revised during any fiscal year according to the policymaking process established pursuant to subparagraphs (D) and (E) of paragraph (12) of subdivision (a) and consistent with subdivision (f) of §6001 and with §56195.9. The

annual service plan shall include a description of services to be provided by each district and county office, including the nature of the services and the physical location at which the services will be provided, including alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by county offices of education, and juvenile court schools, regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all students with disabilities shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

A. Least Restrictive Environment

The Riverside County SELPA endorses the California State Department of Education “Policy Statement of Least Restrictive Environment.” The state policy is based on the principle that students with disabilities should receive their education in chronologically age appropriate environments with non-disabled peers. The principle maintains that both non-disabled and disabled children are most successfully educated in a shared environment where qualities of understanding, cooperation and mutual respect are nurtured. Children with disabilities are removed from the regular education environment only when the nature or severity of the disability is such that education in the regular education environment with supplementary aids or services cannot be achieved satisfactorily.

SELPA Policy The Riverside County SELPA provides a full range of program options designed to meet the educational service needs of students with disabilities in the least restrictive environment (LRE). The determination of LRE for students with disabilities is based on IEP team consideration of where the goals/objectives can be implemented most successfully. The SELPA LRE policy states that:

“Special education programs and services under its jurisdiction shall be provided in the LRE to students with disabilities. Special assistance shall be offered to these students in a setting which promotes maximum interaction with the general school population and which is appropriate to both. The goal shall be maintained to provide the maximum opportunity for interaction with peers without disabilities, regardless of educational setting.”

B. Development of Flexible Service Delivery Models

The Riverside County SELPA has a strong commitment to creating a single, seamless and unified service delivery model for all students. The SELPA acknowledges the need to expand multi-tiered intervention strategies to maintain students in general education. It also recognizes its obligation to provide supports to staff and students to promote services in the least restrictive environment. This requires the provision of professional development, parent training, supplementary aids and services and/or special education services to support students with disabilities. To this end, the Riverside County SELPA supports LEAs in developing programs that offer flexible service delivery, thereby ensuring a full continuum of quality special education program options in various locations.

C. Current Program Options

The Riverside County SELPA ensures that a continuum of special education and related services program options is available to meet the needs of students with disabilities. The IEP team’s determination of appropriate program placement, related services needed, and curriculum options to be offered is based upon the unique needs of the student with the disability rather than the label describing the disabling condition or the availability of the program.

Within the Riverside County SELPA, each child with a disability shall have the right to an educational program designed to meet his/her individual needs. Service options offered by LEAs within the Riverside County SELPA include:

- Specialized Academic Instruction
- Intensive Individual Services

- Individual and Small Group Instruction (3.0-5 years only)

A student with an identified disability may be provided with Related Services (RS) while participating in the general education and/or special education environment. Related Services are defined as developmental, corrective and other services as may be required to assist an individual with exceptional needs to benefit from special education (EC §56363(a)).

Related Service Options include the following:

1. Language and Speech
2. Adapted Physical Education
3. Health and Nursing – Specialized Physical Health Care Services
4. Health and Nursing – Other Services
5. Assistive Technology Services
6. Occupational Therapy
7. Physical Therapy
8. Individual Counseling
9. Counseling and Guidance
10. Parent Counseling
11. Social Work Services
12. Psychological Services
13. Behavior Intervention Services
14. Day Treatment Services
15. Residential Treatment Services
16. Specialized Services For Low Incidence Disabilities
17. Specialized Deaf and Hard of Hearing Services
18. Interpreter Services
19. Audiological Services
20. Specialized Vision Services
21. Orientation and Mobility
22. Braille Transcription
23. Specialized Orthopedic Services
24. Reader Services
25. Note Taking Services
26. Transcription Services
27. Recreation Services, Includes Therapeutic Recreation
28. Transportation

Related Service Options for Transition include the following:

- College Awareness/Preparation
- Vocational Assessment, Counseling, Guidance, and Career Assessment
- Career Awareness
- Work Experience Education
- Job Coaching (Includes Job Shadow and Service Learning)
- Mentoring
- Agency Linkages (Referral and Placement)
- Travel Training (Includes Mobility Training)
- Other Transition Services

The services listed above may be provided by:

- Local Education Agency (LEA)
- County Office of Education
- Another LEA, District, or SELPA

- Workability
- Transition Partnership Program
- Regional Center
- Alcohol and Drug Prevention Programs
- Child Development Funded Program
- Head Start
- Department of Mental Health
- California Children's Services
- Department of Social Services
- Department of Rehabilitation
- Employment Development Department
- Nonpublic Agency (NPA) under contract with LEA
- Nonpublic School (NPS) under contract with SELPA or LEA
- Other Public Program
- Other Private Program

The services listed above may be provided in any of the following settings and/or locations:

- General Education Classroom/Public Day School
- Separate Classroom In Public Integrated Facility
- State Special School
- Separate School or Special Education Center of Facility
- Home instruction based on the IEP
- Hospital
- Head Start Program
- Child Development or Child Care Facility
- Public Preschool
- Private Preschool
- Extended Day Care
- Residential Facility
- Public Residential School
- Other Public School or Facility
- Charter School (operated by an LEA/District)
- Charter School (operated as an LEA/District)
- Continuation School
- Alternative Work Education Center/Work Study Facility
- Juvenile Court School
- Community School
- Correctional Institution or Facility
- Community College
- Adult Education Facility
- Nonpublic Day School
- Nonpublic Residential School – In California
- Nonpublic Residential School – Outside of California
- Private Day School (Not Certified by Special Education Division)
- Private Residential School (Not Certified By Special Education Division)
- Parochial School
- Service Provider Location

The frequency of the services listed above can be provided daily, weekly, monthly, yearly, or any other frequency needed.

For students in grades K-12, the average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseloads (EC §56363.3) and shall not exceed a count of 40 for language, speech and hearing specialists providing services exclusively to students between the ages of three and five years (EC §56441.7(a)). The caseload for a resource specialist shall be stated in the local plan and in accordance with regulations established by the board. No resource specialist shall have a caseload which exceeds 28 students (EC §56362(c)). This criterion may apply to certificated personnel working in this capacity even if their job title has been changed (e.g., Education Specialist, Specialized Academic Instructor). When special education personnel split their time between serving students with disabilities and general education (e.g., multi-tiered interventions) their special education caseload and funding allocation needs to be adjusted proportionate to their percentage of time in each role. The provision of paraprofessional support (e.g., instructional aide, speech language pathologist assistant, or certified occupational therapist assistant) does not change caseload requirements.

Individual SELPA-member districts may request a waiver of these provisions from the State Superintendent of Public Instruction as allowed in 5 CCR 3051.1 and EC §56101.

D. Preschool Services

1. Infants Transitioning from Part C Services

For infants previously identified as eligible for Part C special education program services who have an Individualized Family Service Plan (IFSP), the transition process into a preschool program begins when the child reaches the age of 30 months (2 years, 6 months). The Early Start staff discusses a transition plan with the family, updates assessment reports as necessary, and notifies the LEA. The LEA becomes a mandatory participant in the transition IFSP meeting. With parental consent, a copy of the child's IFSP and assessment report(s) are forwarded to the child's district of residence. District staff review the child's file to determine need for assessment, and schedules an initial IEP team meeting with potential service providers. The IFSP and assessment results must be considered in developing the initial IEP and determining eligibility for Part B special education services. This process must occur by age 3.0 to ensure uninterrupted services and a smooth transition.

2. Child Find for 3-5 Year Olds

A parent or guardian of an individual, a teacher or other service provider of the individual, or a foster parent of the individual who has a concern about a preschool child's growth or development may make an initial referral. Referral for assessment means any request for assessment to identify a student with a disability. The preschool team obtains information from the child's parent/guardian and from preschool program staff (when appropriate). The team meeting provides the opportunity to discuss the child's growth and development relative to expectations, intervention strategies, and the child's potential need for assessment to determine eligibility for special education program services. Students with identified disabilities aged 3-5 may receive any of the special education supports listed above under K-12 descriptions as determined by the IEP team.

IX. Early Education Program

A. Infant Services

Special education provided through Part C infant services are available through Inland Regional Center and the Riverside County Office of Education (RCOE), and the Palo Verde Unified School District

(PVUSD). Districts other than PVUSD begin serving identified students at age 2.6 – 2.9 for transition into an appropriate program at age 3.

The following special education services may be provided to an infant with a disability:

- Family Training, Counseling, and Home Visits
- Medical Services (For Evaluation Only)
- Nutrition Services
- Service Coordination
- Special Instruction
- Special Education Aide In Regular Development Class, Child Care Center or Family Child Care Home
- Respite Care Services

Infant services may be provided by the same providers, in similar settings/locations, and in similar frequency as listed in the previous section.

B. Program Description

The RCOE operates the Early Start Infant CIRCLE (Concern for Infants in Riverside County Learning Enrichment) Program, the LEA component of Early Intervention Services. Infants residing in Riverside County SELPA (excluding Palo Verde USD) who have a solely low incidence disability are eligible. Infants with medical or developmental problems who are under three years of age may be eligible for services. The Infant CIRCLE Program has two primary focuses:

- Training to and empowerment of parents to support the child's growth and development within the natural environment and
- Prevention of secondary disabilities.

Anyone who has a concern about an infant's growth or development may make a referral to an Early Start Program. Children with a solely low incidence disability should be referred to the RCOE Infant CIRCLE Program. All other referrals should be sent to the Inland Regional Center Part C Coordinator. If a referral is received less than 45 days before the child turns 3.0 years old, the referral should be sent to the child's district of residence. For more specific information, see the Riverside County SELPA *Policies and Procedures for Students with Disabilities Birth to Three*.

C. Interagency Agreement

The Riverside County SELPA has entered into an Interagency Agreement with Inland Regional Center to describe selected policies and procedures relating to the implementation of California's Early Intervention Services Act (GC §95000 et seq.) and the regulations, procedures for resolving disputes, and other components necessary to ensure effective cooperation and coordination between the two agencies. A copy of the Interagency Agreement is available through the SELPA Office.

X. Dispute Resolution Process

Should disputes arise concerning special education related matters or related to the interpretation of this Local Plan between or among the LEAs, the disputing LEAs shall first attempt to arrive at a settlement. If settlement is not reached at the LEA level, the Riverside County SELPA Executive Director shall mediate the dispute. Any dispute regarding program issues not successfully resolved by the SELPA Executive Director shall be referred to the Coordinating Council. Any dispute regarding fiscal issues not successfully resolved by the SELPA Executive Director shall be referred to the SELPA Finance Committee. Any dispute regarding Governance issues shall be directed to Governance Council/JPA Board for resolution.

The Coordinating Council and/or Finance Committee will discuss issues, conflicts, or proposed changes until either a common recommendation to the Governance Council/JPA Board can be made or

differing options can be presented. The Governance Council/JPA Board may adopt a position by a majority vote or refer the issue back to the Coordinating Council and Finance Committee with input so as to assist these two bodies in developing a consensus recommendation. The Governance Council/JPA Board shall hear the facts of the dispute and shall render a written decision on the matter, which shall be binding on the parties.

XI. Community Advisory Committee Certification

The SED-LP-2 form shall be submitted to California Department of Education (CDE) by the deadline established.

XII. Charter Schools

The Riverside County SELPA policy and procedures for Provision of Special Education Services to Students Voluntarily Enrolled in Charter Schools applies to all charter schools that are chartered by a local education agency (LEA) member of the SELPA or granted a charter on appeal by the Riverside County Board of Education or the State Board of Education in which oversight responsibilities have been assigned to a SELPA-member LEA. This policy only extends to a charter school that was chartered by, or assigned to, an entity that is a member of the Riverside County SELPA. If the charter school is operating as an LEA member of the SELPA, the Charter School shall be treated as all other SELPA-member LEAs.

As students enrolled in charter schools are entitled to special education services provided in a similar manner to students enrolled in other public schools, charter schools within the SELPA shall comply with all requirements of all applicable state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33). A charter school shall not discriminate against any pupil in its admission criteria, including on the basis of disability. Students enrolled in charter schools shall receive services in a manner similar to students enrolled in other public schools within the SELPA.

Charter schools must delineate in their memorandum of understanding (MOU) the entity responsible for providing special education instruction and related services, regardless of whether they operate as a school of the district or an LEA member of a SELPA. This document must reference any anticipated transfer of special education funds between the granting LEA and the charter school and any provisions for sharing deficits and/or proration factors in funding. For charter schools operating as a school of their chartering LEA, this document must expressly affirm that the district where the student resides, if different than the chartering LEA, is not responsible for providing special education services to students that are enrolled in the charter school. The MOU must also state that prior to final approval of a request to be deemed a LEA, the charter school will be deemed a public school within the chartering entity. Any LEA Charter School shall be treated as all other SELPA-member LEAs by the administrative unit and the SELPA Executive Director. The SELPA must receive a copy of each MOU in order to release funds to the chartering entity. The full Charter School document is available on the SELPA website: www.rcselpa.org.

XIII. Literacy

All students with disabilities will have the opportunity to participate in the general education curriculum as determined by the IEP team. The IEP team will consider the special needs of a student on an individual basis. One of the areas of participation will be the California Reading Initiative. In order to address these goals, we assure that students with disabilities will have full access to:

1. all required core curriculum including state adopted core curriculum text books and supplementary text books; and

2. instructional materials and support in order that students with disabilities move toward higher standards in reading.

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

1. information about current literacy and learning research;
2. state adopted standards and frameworks;
3. increased participation of students with disabilities in statewide student assessments; and
4. research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate.

XIV. Local Requirements

The Riverside County SELPA local agreements/policies are held on file at the SELPA and can be obtained upon request. They are also available on our website www.rcselpa.org under Policies and Procedures Tab.

<p>The Governance Council/JPA Board shall adopt amendments to the permanent portion of the Local Plan on an “interim” basis not to exceed 12 months. Amendments approved in this manner become permanent upon subsequent approval by all LEA governing boards and the State Board of Education. Such approval may be considered concurrently with the approval of the Annual Service Plan and the Annual Budget Plan.</p>

XV. Appendices

Appendix 1: Organizational Chart

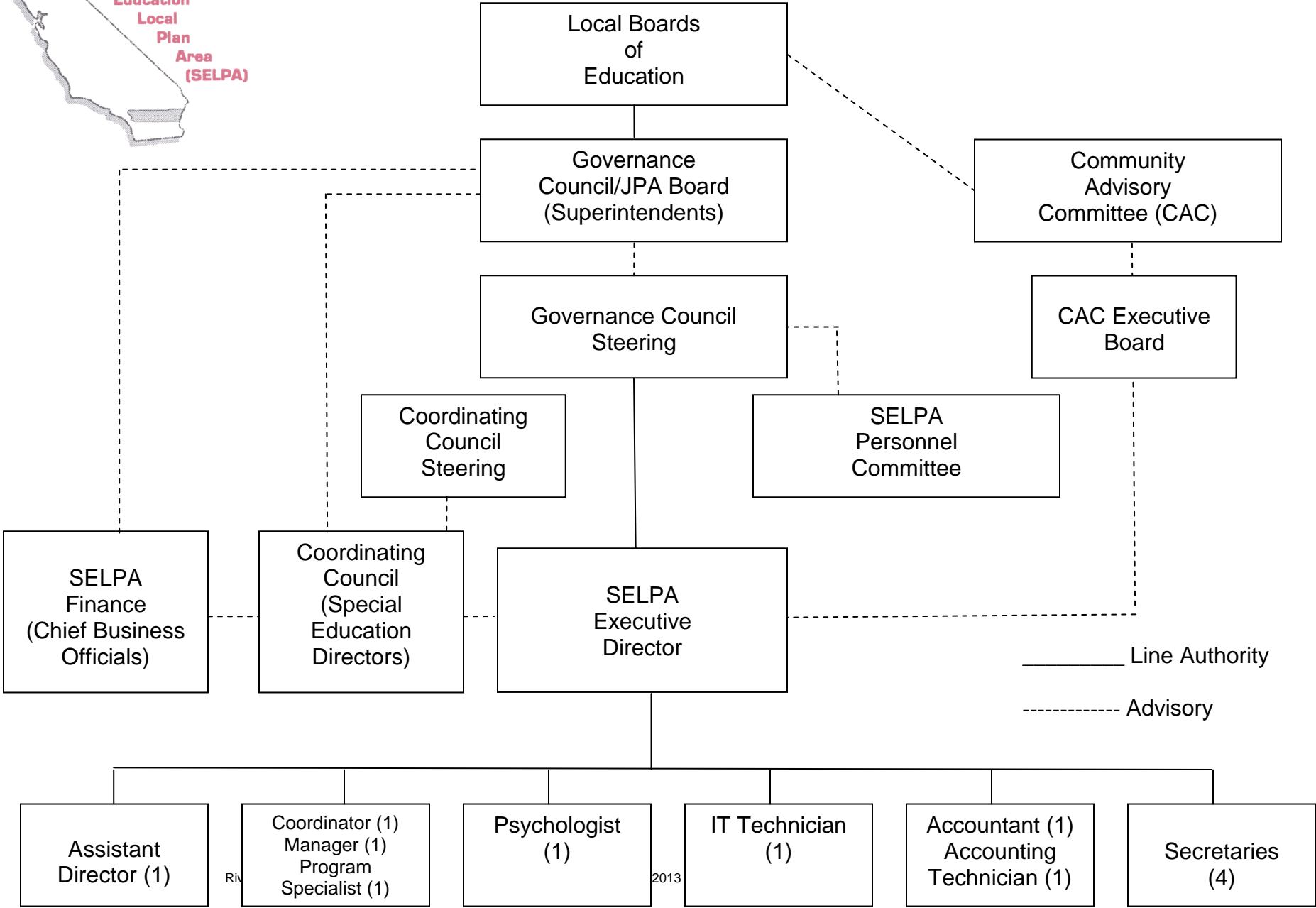
Appendix 2: Joint Powers Agreement for Special Education

Appendix 3: Agreement for Services: Administrative Unit

Appendix 4: Local Plan Rewrite Committee Members

Appendix 5: Acronyms

Riverside County SELPA Organizational Chart



RIV

2013

**RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
JOINT POWERS AGREEMENT (JPA)
FOR SPECIAL EDUCATION**

WITNESSETH

The undersigned parties entered into a Joint Powers Agreement (JPA) for Special Education effective July 1, 2006, providing for the administration of a special education service region for the implementation of the State mandated special education program, and,

NOW, THEREFORE, in consideration of this clarification, of the mutual covenants herein and of the mutual benefits to be derived there from, each of the parties hereto agree as follows:

PREAMBLE

THIS AGREEMENT, effective July 1, 2006, by and among the Local Education Agencies (LEA) signatory hereto is entered into pursuant to the provisions of Title I, Division 7, Chapter 5 (Sections 6500 et seq.) of the California Government Code, relating to joint exercise of powers for the purpose of establishing, governing, implementing, coordinating, and operating a local plan for the education of individuals with exceptional needs.

RECITALS

WHEREAS, pursuant to Education Code sub-sections 56140 (d), the County Superintendent of Schools and each School District is authorized to join with one another to submit a local plan for the education of children with exceptional needs,

WHEREAS, pursuant to the Education Code, said plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the plan,

WHEREAS, pursuant to the Education Code, all of the LEAs signatory hereto are authorized to enter contractual Agreements under said plan,

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

There is hereby created a Riverside County Special Education Local Plan Area (SELPA) Joint Powers Agreement (JPA) separate and apart from the parties hereto and hereinafter designated as "Riverside County SELPA JPA."

2. PURPOSE

The purpose of Riverside County SELPA JPA shall be to submit to the California Superintendent of Public Instruction a local plan for the education of children with exceptional needs within the Riverside County SELPA, to provide a governance structure and any necessary administrative support to implement the plan, to establish a system for determining the responsibility of member Local Education Agencies for the education of each individual with exceptional needs residing within the Riverside County SELPA, and to designate the Val Verde Unified School District as the Administrative Unit (AU) to perform such functions as the receipt

and distribution of all SELPA funds and provision of administrative support.

3. TERM

This Agreement became effective on the date set forth in the Preamble hereof and shall continue until terminated as hereinafter provided (such withdrawal must be in accordance with the terms of Section 12 hereof).

4. MEMBERSHIP

All public LEA within the Riverside County SELPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and due execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

The LEA members of this Agreement are:

Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
Coachella Valley Unified School District
Desert Center Unified School District
Desert Sands Unified School District
River Springs Charter School (effective July 1, 2007)
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union School District
** Murrieta Valley Unified School District
Nuview Union School District
Palm Springs Unified School District
Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District
Romoland Elementary School District
San Jacinto Unified School District
** Temecula Valley Unified School District
Val Verde Unified School District
Riverside County Office of Education

** Districts have provided preliminary notice of potential withdrawal from the Riverside County SELPA effective July 1, 2013.

5. GOVERNANCE COUNCIL

ARTICLE I Administering Agency

The Administering Agency of the Riverside County SELPA JPA shall be the Governance Council, and hereinafter referred to as the JPA Board.

ARTICLE II Purpose

The purpose of this JPA Board shall be to formulate policy and develop regulations and guidelines for the operation of the Master Plan for Special Education, to allocate resources and develop an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. It shall be the intent of the JPA Board to

minimize financial encroachment upon school district's general education funds.

ARTICLE III Membership

The membership of the Riverside County SELPA JPA Board shall be the superintendents of participating LEAs in the Master Plan for Special Education and the County Superintendent of Schools. The term "Superintendent" shall include The Chief Executive Official of a member LEA.

ARTICLE IV Officers

The officers of the JPA Board are Chair and Vice Chair.

The Vice Chair shall be elected in June of the current year for the ensuing year and shall take office on July 1. The Vice Chair shall succeed the Chair. The SELPA Executive Director shall serve as Secretary to the JPA Board.

ARTICLE V Voting Rights

Section 1: Only LEA superintendents and the County Superintendent, or an acting/interim superintendent designated by a governing board shall have the right to one vote.

Section 2: The total of ayes, noes, or abstentions shall be recorded in the minutes for each action taken by the JPA Board. Any member may have his/her vote recorded in the minutes upon request.

ARTICLE VI Meeting

Section 1: The Chair shall establish the date, time, and place for regular meetings of the JPA Board and may call special meetings as necessary. All meetings shall be conducted in public.

Section 2: Notices and agendas are to be prepared and mailed or delivered by the Secretary five (5) days in advance of meetings. In an emergency, notices and agendas may be e-mailed to each superintendent's office no later than the day preceding a special meeting.

Section 3: Addendum to the agenda may be accepted for action providing either (1) the Secretary's Office notifies each superintendent's office no later than the day preceding the meeting; or (2) the majority of a quorum at a scheduled meeting certifies the item as an emergency.

Section 4: No action shall be taken unless a quorum is present. No action shall be taken except at a regular, special, or adjourned meeting. No action shall be taken on any item not listed on the agenda as an action item, except items qualified by Sections 2 or 3.

Section 5: A quorum shall be seven (7) superintendents.

Section 6: An affirmative vote by a majority of the superintendents present shall be sufficient to pass a motion except as provided in Article IX.

ARTICLE VII Committees

Section 1: The JPA Board shall operate as a committee of the whole.

Section 2: The JPA Board Steering Committee shall consist of: A representative from each zone and the County Superintendent of Schools. Each zone representative's name shall be submitted by the respective zone no later than May of the current year for the ensuing year. The following shall be a liaison to the JPA Board

Steering Committee: Coordinating Council Chair and a Finance Committee Member.

Section 3: In May of each year the JPA Board Steering Committee shall serve as the Nominating Committee and recommend the Vice Chair to the JPA Board for the ensuing school year. The County Superintendent of Schools may not serve as Chair or Vice Chair. The Chair and Vice Chair shall also serve as a zone representative. In addition, the Nominating Committee shall make recommendations to the JPA Board Steering Committee for filling officer vacancies that occur during the year.

Section 4: The Chair may appoint ad hoc committees as necessary. Ad hoc committees shall report to the JPA Board.

ARTICLE VIII Parliamentary Authority

The parliamentary authority for the JPA Board shall be Robert's Rules of Order, latest edition.

ARTICLE IX Amendment of Bylaws

Section 1: Proposed amendments shall be submitted in writing in advance to the JPA Board members for consideration.

Section 2: An amendment shall require 2/3 vote of the members present.

6. POWERS AND DUTIES

A. The Riverside County SELPA JPA is hereby empowered in its own name to do all acts necessary for or incidental to accomplishing the purposes set forth in this Agreement, including, but not limited to, any or all of the following:

- (1) to make and enter contracts;
- (2) a SELPA Personnel Committee to be appointed by the JPA Board Chair, represented of the JPA Board Chair and a superintendent from each of the other zones, with a function of evaluating the SELPA Executive Director.
- (3) to enter into contract with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the JPA Board;
- (4) to incur debts, liabilities or obligations; and,
- (5) to sue and be sued in its own name.

B. The JPA Board is hereby empowered to establish a system for determining the responsibility of member agencies for the education of each individual with exceptional needs residing within the SELPA, and to designate the AU to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support. The JPA Board shall determine all policy matters for the Riverside SELPA.

- (I) Accountability Reports, Audits
 - a. Accurate fiscal records shall be maintained by the SELPA Executive Director as directed by the JPA Board. There shall be strict accountability of all funds and report of all receipts and disbursements of the Riverside County SELPA JPA.
 - b. The JPA Board shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the JPA Board, each of the member agencies and other agencies as required by law. Such reports shall be filed

within (12) months after the end of the fiscal year under examination.

(2) Fiscal Year

The fiscal year for SELPA shall be July 1 through June 30.

(3) Budget

The JPA Board shall adopt a budget for the Riverside County SELPA JPA in the manner prescribed by the JPA Board.

(4) Succession to Riverside County SELPA Funds

The Riverside County SELPA shall succeed to the surplus funds, assets and equipment, if any, of the prior JPA, which remain after payment of its debts, liabilities, and obligations.

7. OBLIGATIONS OF SELPA AND MEMBER AGENCIES

A. The debts, liabilities, and obligations of SELPA arising from the administering and operation of regionalized services and accrued in the Regionalized Services Budget shall be the debts, liabilities and obligations of the member agencies party to this Agreement.

B. All debts, liabilities, and obligations arising from the administering and operation of individual school district services and/or county superintendent's special education school services shall be the individual debts, liabilities and obligations of the respective school districts and/or county superintendent. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

8. WITHDRAWAL

A. Right to Withdrawal

After a minimum of one year of membership, a member agency may withdraw from this Agreement, effective at the end of the fiscal year and provided said member agency has given the JPA Board ninety (90) days written notice of intent to withdraw prior to the effective date of withdrawal.

B. Effect of Withdrawal

The withdrawal of any member agency from this Agreement shall not terminate this Agreement unless as a result of such withdrawal there are fewer than two member agencies remaining. A member agency withdrawing shall be entitled to a distribution of assets as set forth in Section 11 hereof.

9. TERMINATION

A. Notice: Process

This Agreement may be terminated by written agreement of all member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination.

B. Winding Up Affairs

Upon termination of this Agreement, Riverside County SELPA JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions

necessary to wind up the affairs of the Riverside County SELPA.

C. Effect of Termination

Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section 13 hereof.

10. DISTRIBUTION OF ASSETS AND SURPLUS MONEY

Upon termination of this Agreement or withdrawal of a member agency, any remaining assets after all obligations of SELPA have been met shall be distributed as follows: A share of all property of SELPA, including all moneys on hand or due but uncollected, shall be distributed to each withdrawing or terminating member agency in proportion to contributions made upon the effective date of such withdrawal or termination. However, in the event of termination where there is a successor AU or other administrative entity established for all of the then member agencies, such assets and surplus money shall be distributed to the successor AU.

11. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

12. AMENDMENT

This Agreement may be amended at any time by the written agreement of two-thirds of the votes of the LEAs at a regular or special meeting of the JPA Board.

In witness whereof, the following parties hereto have caused this Joint Powers Agreement to be duly executed.

ALVORD UNIFIED SCHOOL DISTRICT

By: _____

BANNING UNIFIED SCHOOL DISTRICT

By: _____

BEAUMONT UNIFIED SCHOOL DISTRICT

By: _____

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

DESERT CENTER UNIFIED SCHOOL DISTRICT

By: _____

DESERT SANDS UNIFIED SCHOOL DISTRICT

By: _____

RIVER SPRINGS CHARTER SCHOOL

By: _____

HEMET UNIFIED SCHOOL DISTRICT

By: _____

JURUPA UNIFIED SCHOOL DISTRICT

By: _____

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By: _____

MENIFEE UNION SCHOOL DISTRICT

By: _____

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

NUVIEW UNION SCHOOL DISTRICT

BY: _____

PALM SPRINGS UNIFIED SCHOOL DISTRICT

BY: _____

PALO VERDE UNIFIED SCHOOL DISTRICT

BY: _____

PERRIS SCHOOL DISTRICT

By: _____

PERRIS UNION HIGH SCHOOL DISTRICT

By: _____

ROMOLAND SCHOOL DISTRICT

By: _____

SAN JACINTO UNIFIED SCHOOL DISTRICT

By: _____

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

VAL VERDE UNIFIED SCHOOL DISTRICT

By: _____

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

By: _____

Revised: 8/25/06

Revised: 10/27/06

Revised: 10/24/08

Revised: 2/24/12

Revised: 10/19/12

RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA AGREEMENT FOR SERVICE ADMINISTRATIVE UNIT

PREAMBLE

1.0 PARTIES

The Riverside County Special Education Local Plan Area (SELPA), an independent Joint Powers Agency (JPA), hereinafter referred to as the "SELPA" and the Val Verde Unified School District (USD) hereinafter referred to as the Administrative Unit (AU) mutually agree and promise as hereinafter set forth.

2.0 PURPOSE

The SELPA desires to obtain designated services of an AU, and the AU agrees to provide such services as hereinafter specified.

3.0 EFFECTIVE DATE

The effective date of this Agreement was July 1, 2006. The effective date of these revisions is July 1, 2012.

4.0 TERM

The term of this revised Agreement begins on July 1, 2012. The Agreement shall be extended each year for another one-year term unless written notice to terminate is served by one party upon the other before January 1 of the then current term. Termination by service of such notice shall be effective on the 30th day of June next following such notification.

5.0 GENERAL PROVISIONS

- 5.1 The agencies agree to provide information and delivery of services specified herein.
- 5.2 This Agreement may be modified or amended by written mutual consent of the parties. The party seeking such modification or amendment shall give not less than sixty (60) days written notice to the other party, except where both parties deem the implementation of such change or amendment to be an "emergency" and waive the notice period. Any "emergency" changes or amendments shall be reduced to writing, signed by both parties, and appended to this Agreement.
- 5.3 The AU shall maintain two separate funds for SELPA use consistent with the purpose of the SELPA. Fund 10 will be used for pass-thru revenue and Fund 07 will be used for SELPA administrative revenue. All SELPA revenues including earned interest shall be deposited in the SELPA funds as designated by the SELPA Allocation Plan. The SELPA shall have computer on-line access to the designated separate funds as well as access to view financial screens for all member local education agencies.
- 5.4 The SELPA shall contract with Val Verde USD, the AU, at a fee of \$21,500 per month for the 2013 fiscal year to provide housing and support services (exclusion of salaries and benefits) as described under this Agreement. Adjustments to reflect actual figures shall be made the following year on the same timeline or within 90 days following termination of this Agreement. The SELPA will reimburse the AU for mutually agreed upon services and costs not provided by this Agreement.
- 5.5 It is expressly understood that the AU is a party to the JPA creating the SELPA and is subject to that Agreement concerning debts, liabilities, and obligations set forth therein.

5.6 The SELPA shall provide appropriate insurance coverage as determined by the SELPA, including property and liability for officers and staff assigned to the SELPA, the SELPA as an independent agency, the SELPA Governance Council (JPA Board) members, and the AU in relation to SELPA matters. The AU will assist the SELPA in acquiring insurance coverage.

5.7 All SELPA activities other than specified herein, shall be performed by personnel, classified and certificated, who are employed by the Val Verde USD, the AU, and contracted back to the SELPA.

6.0 STATEMENT OF SERVICES

The AU shall provide all business, personnel, and financial services required to operate the SELPA. The following list of services is intended to be representative of services provided:

Human resources services, payroll services, benefits services, purchasing services, mail services, warehouse services, galaxy, utilities, telephones, maintenance, custodial, insurance/risk management for SELPA office staff, information technology network services, information technology applications services, building with offices and restrooms, functional conference room, and graded asphalt parking lot.

All parties agree to do all acts required to implement the intents of this Agreement.

6.1 PERSONNEL SERVICES

6.1.1 The AU shall employ the SELPA office classified and certificated personnel positions. Those employees will become employees of the Val Verde USD for all purposes and will be paid for out of the SELPA budgets(s).

6.1.2 The AU shall provide all services for the employment of Riverside County SELPA Office personnel including administrative, accounting, classified and secretarial personnel as appropriate. These employees will become employees of the District.

6.1.3 The Governance Council "Personnel Committee" shall be responsible for the selection, evaluation, and employment negotiations of the SELPA Executive Director.

6.2 ADMINISTRATIVE SUPPORT

6.2.1 The AU shall complete, approve, and administer Agreements and contracts regarding the housing of SELPA Office Staff.

6.2.2 The AU shall provide purchasing services for the SELPA Office, including petty cash, special purchases, supplies, etc.

6.2.3 The AU shall provide for warehousing/storage of standard supplies and records.

6.2.4 The AU shall provide for reprographic services for the SELPA Office.

6.2.5 The AU shall provide housing for SELPA office to include all maintenance and operating functions.

6.2.6 The AU shall provide for custodial service and scheduled mail and warehouse deliveries to the SELPA Office during school and summer months.

6.2.7 The AU shall provide access to computer network system to include "basic office" computer programming (e-mail, website, etc.), Galaxy system, and other related systems. Technical support will be required and is to include downloading and training on use of specialized state software used to complete necessary SELPA reports.

6.3 BUSINESS SERVICES

- 6.3.1 The SELPA and AU shall implement a coordinated system of accounting, and provide for the operation of business services by the SELPA under the authorization of the SELPA Governance Council (JPA Board) in accordance with State and Federal requirements.
- 6.3.2 The AU shall provide business services for the SELPA as appropriate including accounting, facilities, insurance (including crime coverage insurance for the AU), and other related services.
- 6.3.3 The AU shall include program budget for the SELPA Office and discretionary grants solicited through the SELPA in District Budget and financial reports.
- 6.3.4 The AU shall provide base data for budget preparation (e.g., prior year, comparative data, etc.).
- 6.3.5 The AU shall receive all special education funds and grants for SELPA.
- 6.3.6 The AU shall provide for Accounts Payable and Accounts Receivable services as required.
- 6.3.7 The AU shall provide a process for SELPA contracting, authorizing, invoicing, and reporting nonpublic school services.

6.4 SELPA RESPONSIBILITIES

- 6.4.1 The SELPA shall implement policies and procedures to process purchase orders, reconcile invoices, prepare warrants, post daily activities, prepare invoices, and coordinate accounting as well as other related functions and benefits.
- 6.4.2 The SELPA shall make available to the independent auditor of the AU information relative to the operation of SELPA and the auditor shall provide a separate report of the SELPA's Fund to the SELPA Governance Council (JPA Board) and Executive Director which shall serve as the SELPA's annually required independent audit in accordance with State regulations. Costs of such additional reports shall be borne by the SELPA.
- 6.4.3 The SELPA shall prepare financial reports as required by the State of California in accordance with state regulations. The AU will file appropriate State reports to assist the SELPA as required.

6.5 SHARED RESPONSIBILITIES

- 6.5.1 The AU and SELPA shall provide informal and formal support systems for all local education agencies (LEAs) participating in the SELPA (e.g., answer questions and provide information as requested).
- 6.5.2 The AU and SELPA shall establish and maintain communications with appropriate officials at the California Department of Education and similar entities.
- 6.5.3 The AU and SELPA staff shall assist Riverside County SELPA LEA members in keeping current on financial changes and/or trends in special education.

6.6 PAYMENT

- 6.6.1 The Val Verde USD, as AU, will bill SELPA for services on a monthly basis for those costs not directly paid out of SELPA funds/program budgets.
- 6.6.2 It is agreed that, as part of the actual expenditures, the Val Verde USD shall charge \$21,500 per month for the 2013 fiscal year for the performance of its duties as the AU and duties as the physical host of the Riverside County SELPA.

7.0 NOTICES

All notices hereunder shall be served personally or by first class United States mail, postage prepaid at the addresses indicated below, or at such other address as shall be specified in writing to all other parties. Notices shall be deemed served upon personal service or upon the fifth day after deposition such notice in the United States mail.

Riverside County SELPA
2935 Indian Avenue
Perris, CA 92571

Val Verde Unified School District
975 W. Morgan Street
Perris, CA 92571

8.0 RULING LAW AND SAVINGS CLAUSE

The undersigned agree that for the 2013 fiscal year, the Val Verde Unified School District will serve as the Administrative Unit for the Riverside County Special Education Local Plan Area.

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The parties attest their Agreement hereto by the following signatures.

Dr. Barry Kayrell
Governance Council Chair

Mr. Juan Lopez
Val Verde USD Superintendent

Created: 2005-06
Revised: 8/25/06
Revised: 10/24/08
Revised: 2/24/12
Revised: 10/19/12

Local Plan Rewrite Committee

In accordance with Education Code 56195.9, the Local Plan for Riverside County SELPA was developed and updated cooperatively by a committee of representatives of special and regular teachers and administrators selected by the groups they represent and with participation by parent members of the community advisory committee, or parents selected by the community advisory committee, to ensure adequate and effective participation and communication.

Name	Position on Committee	Agency Representing
Andreassen, Tara	General Education Teacher	San Jacinto Unified School District
Angus, Dr. Gail	Assistant Director	Riverside County SELPA
Balt, Dr. Sue	Executive Director	Riverside County SELPA
Bermudez, Selene	Community Advisory Committee, Parent	Jurupa Unified School District
Brands, Frieda	Director Children & Family Services	Lake Elsinore Unified School District
Brosche, Gisella	Special Education Teacher	Temecula Valley Unified School District
Brown, Trina	Speech Language Pathologist	Beaumont Unified School District
Carty, Lisa	Speech Language Pathologist	Val Verde Unified School District
Chavez, Vladimira	General Education Administration	San Jacinto Unified School District
Check, Chris	Special Education Teacher	Temecula Valley Unified School District
Cox, Dr. Kathy	Special Education Administration	San Jacinto Unified School District
Dalimot, Maureen	General Education Administration	Jurupa Unified School District
Daniel, Debbie	Charter School Representative	River Springs Charter School
Davis, Leah	Special Education Administration	Hemet Unified School District
Demor, John	Adapted Physical Education	Jurupa Unified School District
Dunn, Joshua	School Psychologist	Beaumont Unified School District
Enroth, Lori	Community Advisory Committee, Parent	Desert Sands Unified School District
Espinosa, Cathy	Speech Language Pathologist	Beaumont Unified School District
Eyler, Dr. Jon	Charter School Representative	River Springs Charter School
Gualtiere, Robynn	Special Education Teacher	San Jacinto Unified School District
Hard, Kristina	Special Education Teacher	San Jacinto Unified School District
Hill-Romero, Deborah	Community Advisory Committee, Parent	Temecula Valley Unified School District
Mann, Jessie	Community Advisory Committee, Parent	Jurupa Unified School District
Packham, Garry	General Education Administration	San Jacinto Unified School District
Powell, Jan	Coordinator/Principal Infant Programs	Riverside County Office of Education
Ray, Steve	Special Education Teacher	San Jacinto Unified School District
Roberg, Carrie	Program Specialist	Beaumont Unified School District
Smith, Marie	Community Advisory Committee, Parent	Lake Elsinore Unified School District
Smith, Meaghan	School Psychologist	Jurupa Unified School District
Takenaka, Anna-Liza	Speech Language Pathologist	Jurupa Unified School District
Vallejos, Dr Antoinette	School Psychologist	Val Verde Unified School District
Vessey, Ann	Special Education Administration	Riverside County Office of Education
Wellner, Laurie	Special Education Administration	Perris Union High School District
Whitley, Sarah	Speech Language Pathologist	Val Verde Unified School District
Zimmer, Debbie	Community Advisory Committee, Parent	Menifee Union School District

Acronyms

AB.....	Assembly Bill
ADA.....	Average Daily Attendance
AU.....	Administrative Unit
CAC.....	Community Advisory Committee
CCR.....	California Code of Regulations
CDE.....	California Department of Education
CFR.....	Code of Federal Regulations
CPI.....	Crisis Prevention Intervention
CSPD.....	Comprehensive System of Personnel Development
EC.....	Education Code
ESY.....	Extended School Year
FAPE.....	Free Appropriate Public Education
GC.....	Government Code
IDEA.....	Individuals with Disabilities Education Act
IEP.....	Individualized Education Program
IFSP.....	Individualized Family Service Plan
JPA.....	Joint Powers Agreement
LEA.....	Local Education Agency
LRE.....	Least Restrictive Environment
MOE.....	Maintenance of Effort
MOU.....	Memorandum of Understanding
NPS/A.....	Nonpublic School/Agency
Pro-Act.....	Professional Assault Crisis Training
RCOE.....	Riverside County Office of Education
RCSS.....	Riverside County Superintendent of Schools
RLA.....	Responsible Local Agency
RS.....	Related Services
RSP.....	Resource Specialist Program
Rtl.....	Response to Intervention
SAI.....	Specialized Academic Instruction
SDC.....	Special Day Class
SEA.....	State Education Agency
SELPA.....	Special Education Local Plan Area
SH.....	Severely Handicapped
SST.....	Student Success Team
SwD.....	Students with Disabilities
USD.....	Unified School District
VVUSD.....	Val Verde Unified School District