



Policy Manual

2020-21

San Luis Obispo County
Special Education Local Plan Area

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***ASSURANCES, POLICIES,
AND REGULATIONS***

I. Student

FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

FAP 1.1

It shall be the policy of each LEA that a free appropriate public education is available to all students with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

Legal Reference:

20 USC 1412 (a)(1)

34 CFR 300.34

300.101

300.320-300.325 of Part B Regulations

Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

FREE APPROPRIATE PUBLIC EDUCATION (FAPE)

LP 1.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) provides a FAPE to all individuals with disabilities between the ages of 3 through 21 years who reside within the SELPA, including children who have been expelled or placed by a LEA in a nonpublic school or agency.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized.

Free and appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education; include appropriate services for children ages 3 through 21 years; and are provided in conformity with the student's individualized education program. The right to FAPE extends to students who are expelled or placed by the district in nonpublic school or agency services.

Legal Reference:

EC 48926

EC 56031

EC 56040

EC 56205

EC 56303

EC 56345 (b)(3)

EC 56368

5 CCR Chapter 3, Article 1, Section 3001(b)

20 USC Section 1412

CFR 300.24

CFR 300.300 (a)(3)

CFR 300.340-300.351 of Part B Regulations

Approved by Governing Council on June 18, 2004

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FULL EDUCATIONAL OPPORTUNITY

FAP 2.1

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

Legal Reference:

20 USC 1412 (a)(2)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

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FULL EDUCATIONAL OPPORTUNITY

FAAR 2.1

In order to ensure that all students with disabilities have equal access to the variety of educational programs and services available to students without disabilities, including nonacademic and extracurricular services and activities, each LEA shall implement nondiscriminatory universal access opportunities to all such services and activities available to students who are not disabled. Access may include, but is not limited to: physical (transportation, structural); communicative (sign language or other than English interpreters); information (outreach, notices); or other as determined by the Individualized Education Program (IEP) team. Such provisions apply whether or not students are enrolled on a general education campus and are equally applicable to academic, nonacademic, and social activities.

Each LEA through the IEP process shall review the special education services provided to students to ensure adequate yearly progress is occurring. Adequate yearly progress can be addressed through a variety of data collection activities including but not limited to: SBE adopted testing program, standards-based goals and objectives, curriculum assessments and portfolios. Per the Rowley Decision (1982), the Supreme Court decision indicated that the federal law (PL 94142) generates no additional requirement that the services provided be sufficient to maximize each child's potential commensurate with the opportunity provided other students and that the IEP development is reasonable, and calculated to enable the child to receive educational benefit.

The LEAs within the San Luis Obispo County Special Education Local Plan Area (SELPA) will consider the full inclusion test outlined in the 9th Circuit Court of Appeals decision in *Holland v. Sacramento City Unified School District*:

- The educational benefits available to the student in a general education classroom supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom
- The nonacademic benefits of interaction with students who are not disabled
- The effect of the student's presence on the teacher and other students in the classroom

Legal References:

20 USC 1412 (a)(2)

Approved by Governing Council on June 17, 2005

Revised and Approved by Governing Council on April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

FULL EDUCATIONAL OPPORTUNITY

LP 2.1

Full educational opportunity means that students with disabilities have the right to full educational opportunities to meet their unique needs, including access to a variety of educational, non-academic programs and services available to nondisabled students regardless of their district of residence.

Legal Reference:

EC 48926

EC 56205(a)(2)

EC 56205(c)

EC 56345(b)(3)

EC 56368(b)(5)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

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**COORDINATION OF CAREER AND VOCATIONAL EDUCATION AND TRANSITION SERVICES
SRP 2.1**

As a condition of receiving funds apportioned to the SELPA for regionalized operations and services, coordination of career and vocational education and transition services are required.

The San Luis Obispo SELPA provides coordination by:

- Partnering with state and local agencies for career and vocational education
- Administering a Workability grant to provide career opportunities to students
- Providing professional coaching in the LEAs for developing and providing appropriate transition services
- Supporting LEAs in implementing transition services in the IEP
- Ensuring appropriate interagency agreements are in place to facilitate connection to agencies, as appropriate
- Supporting program development and innovation of special methods and approaches for career and vocational education

Legal Reference:

EC 56205

ED 56836.23

Approved by Governing Council on March 13, 2020

CHILD FIND

FAP 3.1

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

Legal Reference:

20 USC 1412 (a)(3)

34 CFR 300.111

EDC 56205(a), 56301

Approved by Governing Council on October 12, 2007

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CHILD FIND

LP 3.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) carries out a variety of activities to ensure that all individuals ages 0-21 with disabilities residing within its jurisdiction who are in need of special education and related services, are identified, located, and evaluated. These individuals include students with disabilities that are homeless, wards of the State, and attending private schools. These activities include maintaining an ongoing system of coordination, documentation, and reporting with regard to child find and public awareness activities throughout the SELPA, as required by statutes and regulations.

It is the policy of each LEA in the SELPA that a pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized.

Legal Reference:

EC 56200 (h)

EC 56303

EC 56205 (a)

EC 56301

20 USC Section 1412 (a)(3)(A-B)

34 CFR Sections 300.125

Approved by Governing Council on October 12, 2007

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Reviewed and Approved by Governing Council on March 13, 2020

CHILD FIND

LAR 3.1

Identification, Location and Evaluation

The San Luis Obispo County SELPA maintains an ongoing effort to identify all individuals with disabilities, including infants, children for whom English is not a primary language, students with low incidence disabilities, students attending private schools, highly mobile children, and homeless children, who are suspected of having a disability.

The San Luis Obispo County SELPA has interagency agreements and/or collaboratives with Tri-Counties Regional Center (TCRC), Head Start, California Children’s Services, Mental Health, Department of Social Services, and others as appropriate in the identification of individuals with disabilities. Materials are distributed to pediatricians, health care professionals, and other agencies within the SELPA.

Each Local Education Agency within the SELPA has established procedures for the identification, location, and evaluation of students who may require special education services. Information regarding child find activities is included in the annual notice that is distributed to parents of all children.

Private School Representatives

At least annually, the SELPA will, in writing, notify private schools regarding procedures for identification for children with disabilities.

Written Request for Referral

The SELPA provides training on referral procedures. The LEA is responsible for written notification to all parents, upon enrollment of their child(ren) and annually thereafter, regarding the right to initiate a referral and to review or to file a complaint concerning an alleged violation of special education laws or regulations.

Assistance to Parents in Filing a Written Request

If a parent makes a verbal request for special education assessment, the public school employee responsible for receiving referrals will inform/assist the parent of the need to file a written request. The LEA employee will provide the parent with assistance, as needed, in completing the written request.

Information to Non English Speaking Parents

If a parent whose primary language is not English makes a verbal request for special education assessment, the LEA employee responsible for receiving referrals will inform the parent of the need to file a written request through the use of an interpreter or by providing the parent with written information in the parent’s primary language. The LEA employee will provide the parent with assistance, as needed, in completing the written request.

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013

PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES LP 4.1

It is the intention of the Special Education Local Plan Area (SELPA) to provide a full continuum of services to students with disabilities, including students in charter schools, throughout the geographic region of the SELPA. Access to services is through each of the Local Education Agencies (LEAs). The referral, assessment and Individualized Education Program (IEP) process is utilized to identify the needs of each individual student with disabilities. The LEAs have committed to SELPA policies and procedures to assure that students will have appropriate services provided in the least restrictive environment. This includes individuals ages birth to 22.

Special Education Directors shall identify, on an annual basis, any unmet needs for students within the SELPA. When services are required beyond the programs and services being provided by any LEA, a plan shall be developed for consideration by the Governing Council. Any plan having a fiscal impact on LEAs shall be reviewed and approved by the Governing Council.

Legal Reference:

EC 56195.5(b)

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

OVERIDENTIFICATION AND DISPROPORTIONALITY

FAP 4.1

It shall be the policy of each LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities.

Legal Reference:

20 USC § 1412 (a)(24)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PREVENTION OF SIGNIFICANT DISPROPORTIONALITY LAR 4.1

Members of the San Luis Obispo SELPA recognize that practices which lead to the unintentional overrepresentation in special education of any racial, ethnic, gender, or disability group is an unacceptable practice. It is further recognized that prevention will occur largely through research based, proven effective, planned general education interventions, especially in the area of reading which the LEAs are moving toward. The member LEAs shall institute practices to prevent significant disproportionality of students receiving special education services by following this local administrative regulation and other local policies and regulations found in the Local Plan and associated Procedures Manual. To insure the prevention of significant disproportionality, member LEAs shall institute or continue practices to prevent disproportionality while securitizing data and practices on an ongoing basis relating to the following areas:

Identification of Students with Disabilities

The member LEAs shall locate, identify and assess all children age birth thru 21 in need of special education and related services by conducting the following local policies and regulations and implementing/continuing the following practices:

1. Locating and identifying all students with disabilities in need including those who are:
 - a. Enrolled in private schools, including religious schools
 - b. Highly mobile, including migrant and homeless
 - c. Advancing from grade to grade
 - d. Wards of the state/courts
2. Assessing all students with disabilities in need and demonstrating the following:
 - a. The Assessment Plan will be presented within 15 days of referral for initial and three year reevaluation. The Plan will be presented in the primary language/mode of communication of the parents (LEAs have agreed to follow Local Policy on initial and reevaluation in this section of the Local Plan).
 - b. LEAs will use the SELPA Assessment Plan form which contains an area for a statement of the student's primary language and English language proficiency status. LEAs will complete these statements based on the student's individual needs.
 - c. Districts will conduct a complete individual assessment of all students based on the individual needs of the student (LEAs have agreed to follow Local Policy on initial and reevaluation in this section of the Local Plan).
 - d. The Assessment Report shall contain reference to a student's LEP status; their primary language; and the validity of assessment material and procedures (LEAs have agreed to follow Local Policy on initial and reevaluation in this section of the Local Plan and Section E of the Procedures Manual).
 - e. The Assessment Report shall contain information relating to enabling the child to be involved in and progress in the general Education Curriculum (LEAs have agreed to follow Local Policy on initial and reevaluation in this section of the Local Plan and Section E of the Procedures Manual).

- f. African-American students will not be assessed using IQ tests to obtain information concerning cognitive development.
- g. The Assessment report will address how assessments were conducted for a student whose primary language is not English.
- h. When an interpreter is used, the assessment report will contain a statement concerning the validity of the assessments.
- i. The Assessment Report shall contain a statement of determination of the effects of environmental, cultural, or economic disadvantage on the assessment outcomes.

Placement

LEAs will insure that IEP development, Notice of IEP meetings, and written Prior Notice do not lead to disproportionality by complying with the practices below:

- 1. IEPs
 - a. IEPs will contain information relating to assessments conducted for students whose primary language is not English.
 - b. Provide necessary assistance for the parent to understand the proceedings, including interpreters or translators.
 - c. IEP team must consider the individual language needs of the student, including linguistically appropriate goals, objectives, programs and services for EL students.
- 2. Notice
 - a. Notice is provided in the native language of the parent, or other mode of communication used by the parent, when feasible.
 - b. When a parent's mode of communication is non-written, the LEA will provide notice in an understandable form to the parent.

Discipline

The member LEAs have agreed to follow the provisions of IDEA-04, its regulations, the state education code and the San Luis Obispo SELPA Procedures Manual when suspending and/or expelling a student with disabilities. Beyond these, LEAs will:

- 1. Have local policies in place for the suspension and expulsion of all students which will be used for students with disabilities if it is found that their offense was not a manifestation of their disability.
- 2. Monitor their use of discipline procedures to determine if LEA procedures are resulting in a significant disproportionality in reference to any racial, ethnic, gender, or disability group enrolled in special education.

Data Collection and Review

Member LEAs will review State Performance Plan Indicators and Compliance Determination reports. The SELPA and LEAs will respond annually to any areas of disproportionality. Activities may consist of file reviews, policy reviews, root cause analysis, and plans to address any areas that indicate a pattern of disproportionality.

Legal Reference:

EC 56205(a)(21)

Approved by Governing Council on October 12, 2007

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PROCEDURAL SAFEGUARDS

FAP 5.1

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

Legal Reference:

20 USC 1412 (a)(6)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

PROCEDURAL SAFEGUARDS

FAAR 5.1

Each LEA shall ensure that parents be afforded all procedural safeguards and receive written notification of their procedural safeguards including their right to file a complaint or for a due process hearing. A copy of the procedural safeguards shall be given to the parents, at least one time a year, except upon:

1. Initial referral
2. Parent request for evaluation
3. First filing for a due process hearing
4. Upon parent request

The notice of procedural safeguards shall be available in the primary language of parents upon their request, unless to do so is clearly not feasible. The written notice shall be in a language easily understood by the general public and shall include the following:

1. The right to initiate a referral of a child for special education services
2. The right to obtain an independent educational evaluation
3. The right to participate in the development of the IEP and to be informed of the availability of a FAPE and of all alternative programs, both public and nonpublic

Planning for the needs of non-English speaking parents shall include access to interpreters and translators, unless to do so is clearly not feasible.

The procedural safeguards are maintained by the SELPA office. The SELPA will update the procedural safeguards on an as needed basis due to changes in the federal or state law.

Legal Reference:

EC 56301(d)(2)

EC 56195.7(b)

Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

PROCEDURAL SAFEGUARDS

FAE 5.1

- English Version [link document](#)
- Spanish Version [link document](#)

Legal Reference:

20 USC 1412 (a)(6)

Approved by Governing Council on September 8, 2006

Revised and Approved by Governing Council April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

PROCEDURAL SAFEGUARDS

LP 5.1

The San Luis Obispo County SELPA Parental Rights and Procedural Safeguards for Special Education will be given in writing to parents/person with educational rights one time a year, except upon initial referral, parent request for assessment, filing for a due process hearing, or upon parent request. A copy of the procedural safeguards will be posted on the SELPA internet website and may be posted on the district's Internet website.

Legal Reference:

EC 56301(d)(2)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

PROCEDURAL SAFEGUARDS AND COMPLAINTS

LAR 5.1

Informal Process/Pre-Hearing Mediation Conference

Before requesting a due process hearing, the superintendent or designee and a parent/guardian may agree to meet informally or through San Luis Obispo County Special Education Local Plan Area's (SELPA's) alternative dispute resolution process to resolve any issue(s) relating to the identification, assessment or education and placement of the student. The superintendent or designee shall have the authority to resolve the issue(s).

In addition, either party may file a request with the Superintendent of Public Instruction for a mediation conference to be conducted by a person under contract with the California Department of Education. Based on the mediation conference, the superintendent or designee may resolve the issue(s) in a manner that is consistent with state and federal law and is to the satisfaction of both parties.

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing.

If either of these processes fails to resolve the issue(s), either party may file for a state-level due process hearing.

Specific filing procedures are outlined in the San Luis Obispo County SELPA Parental Rights and Procedural Safeguards for Special Education.

Legal Reference:

EC 56502

EC 56500.3

EC 56501

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

EVALUATION

FAP 6.1

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

Legal Reference:

20 USC 1412 (a)(7)

EC 56831.

Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ANNUAL/TRIENNIAL REASSESSMENT

FAAR 6.1

Each LEA in the San Luis Obispo County Special Education Local Plan Area (SELPA) shall complete all special education assessments within required timelines per federal and state laws and regulations. Each LEA in the SELPA shall complete triennial assessments within required timelines. Informal assessments may be used, as necessary, to provide the IEP team sufficient information to review the child's progress annually and the appropriateness of service(s).

Each LEA shall conduct a reassessment of each student with a disability if conditions warrant a reassessment, or if the student's parent or teacher requests a reassessment, but at least once every three years. A response will be made to parents within 15 days. Each LEA will monitor this data for compliance. Formal assessments shall require written parent consent on the SELPA assessment plan form.

Each LEA and the COE shall develop a process for monitoring the CASEMIS data. Each LEA and service provider shall meet the State Performance Plan Indicators (SPPI) as required by California Department of Education.

Legal Reference:

20 USC 1412 (a)(7)

EC 56831

Approved by Governing Council on October 10, 2008

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ANNUAL/TRIENNIAL REASSESSMENT

LP 6.1

Identification-Referral-Assessment-Reassessment-Planning/Implementation-Review

The San Luis Obispo County SELPA has established written policies and procedures for identification-referral-assessment-planning/implementation-review. This process includes prior notification of rights at the time of initial referral for special education assessment, three (3) year reassessment, and annual review.

Special education means specially designed instruction, at no cost to the parent/guardian, to meet the unique needs of individuals with disabilities, whose educational needs cannot be met with modification of the regular instruction program, and related services, at no cost to the parent/guardian, that may be needed to assist these individuals to benefit from specially designed instruction. Special education provides a full continuum of program options, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education, to meet the educational and service needs of individuals with disabilities in the least restrictive environment.

Legal Reference:

EC 56031

EC 56195.7 (a)

EC 56205 (a)(b)(7)

EC 56300-56382

EC 56320-333

EC 56380 (a)

5 CCR 3030

20 USC Section 1412 (a)(7)

20 USC Section 1414 (a-c)

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

INITIAL/ANNUAL/TRIENNIAL REASSESSMENT

LAR 6.1

Identification-Referral-Assessment-reassessment-Planning/Implementation-Review

Identification and evaluation of persons suspected of having a disability is the responsibility of the district of residence, including those instances in which such a person is not currently enrolled in school. Referrals for special education may be made in writing to school, district and/or county office administrators. The student is assessed in all areas related to the suspected disability.

Procedures for Identification-Referral-and Initial Assessment

Parents and other concerned individuals may refer students for special education when needs cannot be met with modifications of the regular instructional program. Parents and other concerned individuals may also refer infants and preschoolers who are suspected of having a disability. Children between birth and 2 years 11 months of age are assessed by the San Luis Obispo County Office of Education.

Children between the ages of 3 to 21, who are referred to special education, are assessed by the LEA of residence.

A student is referred for special education assessment only after the resources and modifications of the regular education program have been implemented, documented, and found to be insufficient.

In the event that classroom modifications have not met the student's educational needs, referral for special education assessment is made. Parents shall be notified, in writing, that their child has been referred for assessment for possible special education services. Parental written permission is required for the process to continue.

Assessment

An assessment plan shall contain the following information

- Reason for assessment
- Description of materials and procedures
- Assessment personnel, listed by title and assessment area
- Individual's primary language and language proficiency status (English Language Learner)
- Recent assessments, including any available independent assessments and assessment information the parent requests to be considered
- Alternative means as appropriate
- Right of parents to obtain an independent assessment at public expense, under certain conditions

The assessment plan is developed within 15 days from the date of referral not counting days between sessions or school vacations, unless the parent agrees in writing to an extension. When a referral is

made 10 days or fewer prior to the end of the regular school year, an assessment plan shall be developed within 10 days of the commencement of the next regular school year (EC 56043(a)/EC56321(a)).

Assessments are conducted by a multidisciplinary team, including at least one teacher or specialist knowledgeable in the area of suspected disability. All students being assessed for initial and 3-year reassessments have had current vision and hearing screening, unless parental permission was denied. Personnel are competent and appropriately trained to administer and interpret test results and, when necessary, are knowledgeable and understanding of cultural and ethnic backgrounds and competent in both the oral and written skills of English Language Learners (EL). When appropriate, an interpreter is used. Individuals are assessed in their primary language or other mode of communication and in all areas related to the suspected disability.

Assessment materials and procedures are selected and administered in order not to be discriminatory and to reflect the individual's skills and aptitude levels. The assessment process ensures that no single procedure is the sole criterion for determining placement. An individual with a suspected low incidence disability is assessed by qualified and trained personnel, consistent with state guidelines, and in all areas related to the suspected disability.

The assessment shall be designed to determine:

- 1) Whether the student has a disability, and
- 2) The content of the student's IEP including information related to enabling the child to be involved in and progress in the general education curriculum, or, for preschool students, to participate in appropriate activities.

An IEP meeting is held, within 60 days from the date of the signed assessment plan, to review with the parent(s) assessment results, eligibility, and the need for special education services. The timeline may be expanded in the event of interruption of instruction for more than 2 weeks. An IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 20 days or less prior to the end of the regular school year.

Preschool children are reassessed prior to transitioning from a preschool program to kindergarten or first grade and monitored to determine a continuing need for special education.

Annual Review

IEP team meetings are held annually to review the student's progress in special education based upon prior year annual goals and objectives.

Triennial Review

A reassessment of each pupil receiving special education and related services shall be conducted at least every 3 years unless the parent and the LEA agree in writing that reassessment is not necessary. The triennial assessment shall be coordinated with the annual review date, but shall not occur beyond the required date of the evaluation.

As part of the assessment, the IEP team shall review existing data on the pupil, including assessment and information provided by the parents, current classroom assessments, observations of the pupil, current state and district assessments, and information provided by related services providers.

The district IEP team members shall administer tests and other assessment materials as needed to produce the data required to determine:

- 1) Whether the pupil continues to have a disability
- 2) Whether the disability has an impact on school performance and educational needs
- 3) Whether the student continues to need special education and related services
- 4) Whether any additions or modifications to special education and related services are needed to enable the pupil to meet the measurable annual goals and participate in the general curriculum

If the IEP team requires no additional data to make this determination, the district shall notify the pupil's parents and include their rights to request an assessment.

In either case, no assessment shall be conducted unless the written consent of the parent has been received. However, the district team shall conduct a review of records and develop a written report for the student's records based on their findings regardless of whether the parent has given written consent.

Assessment Report

The personnel who assess a student shall prepare a written report, or reports for the assessment(s) completed. An assessment report shall include:

- a. Whether the student may need special education and related services
- b. The basis for making the determination.
- c. Relevant behavior noted during the observation
- d. The relationship of the behavior to the pupil's academic and social functioning
- e. The educationally relevant health, development, and medical findings if any.
- f. For pupils with learning disabilities, whether there is an inability to achieve without special education and related services.
- g. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate.
- h. The need for specialized services, materials, and equipment for pupils with low incidence disabilities.

The assessment report shall be written using terminology that is understandable to the parent. An interpreter may be used to help a parent understand an assessment report. An assessment report shall be translated to the parent's native language or mode of communication (when possible) if so requested by the parent.

Legal Reference:

San Luis Obispo County Special Education Local Plan Area

EC 56320-56330, 56344)

Revised and Approved by Governing Council on October 13, 2006

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Reviewed and Approved by Governing Council on March 13, 2020

**INDIVIDUALIZED EDUCATION PROGRAM (IEP) &
INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) FAP 7.1**

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

Legal Reference:

20 USC 1412 (a)(4)

34CFR 300.321

34CFR 300.322

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

INDIVIDUALIZED EDUCATION PROGRAM (IEP) FORMS

FAAR 7.1

The Local Education Agencies (LEAs) within the San Luis Obispo County Special Education Local Plan Area (SELPA) will use adopted SELPA-wide IEP forms. The San Luis Obispo County SELPA Executive Director will work collaboratively with the LEAs to develop and revise IEP forms to meet federal and state requirements. The IEP forms may be approved by the SELPA's legal counsel to ensure conformity with federal and state law. Instructions for the IEP will be located in the SELPA Procedure Manual.

Legal Reference:

EC 56195.7(a)

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

INDIVIDUALIZED EDUCATION PROGRAM (IEP)

LP 7.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education (FAPE) and be placed in the least restrictive environment which meets their needs to the extent provided by law.

It is the policy of each LEA that an Individual Education Program (IEP) or Individual Family Services Plan (IFSP) will be developed, reviewed, and revised for each student with a disability who requires special education and related services to benefit from his/her IEP/IFSP. It shall be the policy of each LEA to review IEPs at least annually and IFSPs every six months.

Legal Reference:

- EC 56031*
- EC 56195.7 (a)*
- EC 56195.8 (a)(3)*
- EC 56201*
- EC 56205(a)*
- EC 56206*
- EC 56303*
- 20 USC Section 1412 (a)(4)(5)(A)*
- 20 USC Section 1414(d)*
- 20 USC Section 1436(d)*

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INDIVIDUALIZED EDUCATION PROGRAM (IEP)

LAR 7.1

Intent

It is the intent of the California Legislature and the members of the San Luis Obispo SELPA that individualized education program team meetings be non-adversarial and convened solely for the purpose of making educational decisions for the good of the individual with exceptional needs.

It is further the intent of the member LEAs that all students with disabilities who are eligible for special education and related services are currently receiving needed special education and related services. This Local Policy, and the other Local Policies in the Local Plan, constitutes a practical method of monitoring to meet this end.

Members of the IEP Team

The IEP team for any student with a disability shall include at least the following members:

1. One or both of the student's parents/guardians, a representative appointed by the parent/guardian, and/or foster parent or surrogate appointed by SELPA. "Parent" includes any of the following:
 - a. A person having legal custody of a child;
 - b. Any adult pupil for whom no guardian or conservator has been appointed;
 - c. A person acting in the place of a parent, such as a grandparent or stepparent, with whom the child lives;
 - d. A foster parent if the natural parents' authority to make educational decisions on the child's behalf has been specifically limited by court order;
 - e. *Surrogate parent* means an individual assigned to act as a surrogate for the parent/guardian. The surrogate may represent an individual with disabilities in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the IEP, and in other matters relating to the provision of FAPE to an individual. "Parent" does not include the state or any political subdivision of government.
2. If the student is or may be participating in the regular education program, at least one regular education representative. If more than one regular education teacher is providing instructional services to the student, the LEA may designate one representative.
3. At least one special education teacher or, where appropriate, at least one special education provider for the student.
4. A representative of the Local Education Agency (LEA, including county office of education) who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
 - b. Knowledgeable about the general curriculum;
 - c. Knowledgeable about the availability of LEA resources.

5. An individual who conducted an assessment of the student or who is knowledgeable about the assessment procedures used to assess the student and who is:
 - a. Familiar with the assessment results or recommendations;
 - b. Qualified to interpret the instructional implication of assessment results.
6. At the discretion of the parent/guardian or LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel as appropriate. The determination of whether the individual has special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.
7. Whenever appropriate, the student with the disability
8. In addition, any of the following may participate, as appropriate:
 - a. The program specialist, school psychologist, school nurse, school social worker, counselor, or other student services worker who has conducted an assessment of the student, when the assessment is significant to the development of the IEP;
 - b. Any other person whose competence is needed because of the nature and extent of the student's disability;
 - c. A representative fluent in the student's primary language;
 - d. For students suspected of having a specific learning disability, at least one person of the team shall be qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher. At least one team member, other than the student's regular education teacher, shall observe the student's academic performance in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age;
 - e. The student with the disability, if the purpose of the meeting is the consideration of the student's transition service needs. If the student does not attend the IEP team meeting, the LEA shall take other steps to ensure that the student's preferences and interests are considered.

A representative of any other agency that is likely to be responsible for providing or paying for transition services if an agency does not attend the meeting, the LEA shall take other steps to obtain participation of the agency in the planning of any transition services.

Excusals from Meeting

A member of the IEP team may be excused from attending a team meeting, in part or whole, when the parent and the administrative designee from the LEA agree in writing:

1. For member's area of the curriculum or related services is not being modified or discussed; or
2. After consultation with the member and the member submitting written input prior to the meeting.

Exclusions from Meetings

1. Members of the media may not attend an IEP meeting as observers or participants even though the parent/guardian has consented to such attendance.
2. Individuals having no knowledge of the educational needs of the students may not attend an IEP meeting.

Required Meetings

The IEP team shall meet:

1. When a student has received an initial formal assessment and, when desired, when a student receives any subsequent formal assessment
2. When the student demonstrates a lack of anticipated progress
3. Within 30 days of a parent/guardian written request or a meeting to develop, review or revise the IEP
4. At least annually to:
The IEP team shall conduct the annual review. Others may participate if they have essential expertise or knowledge.
 - a. Review the student's progress to determine whether the student's annual goals are being achieved
 - b. Review the IEP and the appropriateness of placement
 - c. Make any necessary revisions to the IEP
5. To consider reassessment data not more often than yearly, unless the LEA and parent agree in writing, and shall occur at least every three years unless the LEA and parent agree in writing that formal reassessment is unnecessary. This meeting shall be for the purpose of reviewing:
 - a. Assessment data
 - b. A determination of continued eligibility and continues to need special education and related services
 - c. Whether any additions or modification to special education and related services are needed to enable the student to meet the annual IEP goals

Time Lines for IEPs

1. An IEP required as a result of an initial assessment of the student shall be developed within 60 days, unless the parent/guardian agrees, in writing, to an extension. An IEP required as a result of a triennial or other assessments of the student shall be developed within 60 days, not counting days between the student's regular school sessions, terms or days of school vacation in excess of five school days, from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. However, an IEP required as a result of an assessment of a student shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 20 days or less prior to the end of the regular school year. In the case of student school vacations, the 60-day time limit shall recommence on the date that student school days reconvene.
2. If a participating agency, other than the LEA, fails to provide the services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the service needs for the student set out in the IEP.
3. When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting vacation days in the excess of five days.
4. A regular education or special education teacher may ask for a review of the classroom assignment of a special education student by submitting a written request to the superintendent or designee. The superintendent or designee shall consider the request within

20 days of receiving it, not counting days in July and August or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction and/or related services, the superintendent or designee shall convene an IEP meeting, which shall be held within 30 days of the superintendent or designee's review, not counting days in July or August or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

Procedural Safeguards and Protection of Parent Rights

1. At each IEP meeting the LEA administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights.
2. The superintendent or designee shall take steps to ensure that a parent/guardian of the student with a disability is present at each IEP meeting or is afforded the opportunity to participate. These steps shall include notifying the parent/guardian of the meeting and scheduling the meeting at a mutually agreed on time and place.
3. Parent/guardian and the LEA shall have the right to audiotape the proceedings of IEP meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the LEA gives notice of intent to audiotape a meeting, and if the parent/guardian objects or refuses to attend because the meeting would be audiotaped, then the meeting shall not be audiotaped. Parent/guardian also has the right to inspect and review the audiotapes. Parent/guardian and/or LEA shall not have the right to videotape the proceedings unless all parties are in agreement.

Procedure Safeguards

1. A student shall not be required to participate in all or part of any special education program unless the parent/guardian is first informed in writing of the facts that make participation in the program necessary or desirable and the contents of the IEP, and the parent/guardian consents, in writing, to all or part of the IEP after receiving this notice.
2. If the parent/guardian does not consent to all of the components of the IEP, then those components of the IEP to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.
3. If it is determined that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide a free appropriate public education to the student, the LEA shall either initiate local alternative dispute resolution, mediation conference, or a due process hearing.
4. During the pendency, the student shall remain in his/her current placement unless the parent/guardian and the LEA agree otherwise.

Parent Attendance and Notice of an IEP Meeting

San Luis Obispo County Special Education Local Plan Area

1. The superintendent or designee shall send parent/guardian notice of the IEP team meetings early enough to ensure that they will have an opportunity to attend. This notice shall:
 - a. Indicate the purpose, time, and location of the meeting.
 - b. Indicate who will be in attendance at the meeting.
 - c. Inform the parent/guardian of the procedural safeguards relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the student.
 - d. Identify any other local agency that is likely to be responsible for providing or paying for services.
 - e. For students age 16, or younger if appropriate:
 - 1) Indicate that the purpose of the meeting is the consideration of needed transition services for the student.
 - 2) Indicate that the LEA will invite the student to the IEP meeting
 - 3) Identify any other agency that will be invited to send a representative
2. If no parent/guardian can attend the meeting, the superintendent or designee shall use other methods to ensure parent/guardian participation, including individual or conference telephone calls.

An IEP meeting may be conducted without a parent/guardian in attendance if the LEA is unable to convince the parent/guardian that he/she should attend. In this case, the LEA shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting may include:

- a. Detailed records of telephone calls made or attempted and the results of those calls
- b. Copies of correspondence sent to the parent/guardian and any response received
- c. Detailed records of visits made to the parent/guardian home or place of employment and the results of those visits

Transfer Students Out of SELPA

1. Students who transfer LEAs within the San Luis Obispo SELPA the receiving LEA shall continue the existing IEP unless the parents and the LEA agree to revise the IEP.
2. Students who transfer from an LEA outside the San Luis Obispo SELPA shall, after consultation with the parents, be provided a free and appropriate public education consisting of comparable services to those described on the previously approved IEP for up to 30 days. The receiving LEA at that time may adopt the previously approved IEP or shall develop and implement a new IEP.
3. Students who transfer from an LEA out of the State of California into the San Luis Obispo SELPA shall, after consultation with the parents, be provided a free and appropriate public education consisting of comparable services previously approved until the LEA conducts an assessment and, if appropriate, develops an IEP.

Components and Forms of the IEP

The IEP shall be a written statement of the IEP team. It shall contain as appropriate the required components. The SELPA shall develop forms, which provide for the documentation of these requirements. The member LEAs shall use these forms to document IEP team meetings.

The IEP shall be a written statement of the IEP team. It shall include, but not be limited to, all of the following:

1. A statement of the present levels of the student's educational performance, including one of the following:
 - a. For a school age child, how the student's disability affects his/her involvement and progress in the general curriculum.
 - b. For a preschool child, as appropriate, how the disability affects his/her participation in appropriate activities.
2. A statement of measurable annual goals, including benchmarks or short-term objectives related to:
 - a. For a school age child, meeting the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general curriculum based on the California Content Standards
For a preschool child, as appropriate, meeting the child's needs that result from his/her disability to enable the child to participate in appropriate activities
 - b. Meeting each of the student's other educational needs that result from the student's disability
3. A statement of the specific special educational instruction and related services and supplementary aids and services to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided for the student to:
 - a. Advance appropriately toward attaining the annual goals
 - b. Be involved and progress in the general curriculum and to participate in extracurricular activities
 - c. Be educated and participate with other students with disabilities and nondisabled students
4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and extracurricular activities.
5. A statement of any individual modifications in the administration of state or LEA assessments of student achievement that are needed in order for the student to participate in such assessments.
6. The projected date for the beginning of the services and modifications and the anticipated frequency, location, and duration of those services and modifications.
7. Appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the annual goals are being achieved.
8. A statement of:
 - a. How the student's progress toward the annual goals will be measured
 - b. How the student's parent/guardian will be regularly informed (by such means as periodic report cards), at least as often as parent/guardian of nondisabled students, of:
9. Transition Goals and Adult Student Notification:
 - a. Beginning with the IEP in effect during the time the child turns age 16, and annually thereafter shall include: measurable postsecondary goals related to training, education, employment and where appropriate, independent living; and transition services including courses of study needed to assist the pupil in reaching transition goals.
 - b. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of his/her rights, if any, pursuant to the Individuals with Disabilities

Education Act (IDEA) that will transfer to the student upon reaching age 18

Where appropriate, the IEP shall also include:

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the LEA's prescribed course of study and to meet or exceed standards required for graduation.
2. Linguistically appropriate goals, objectives, programs and services for students whose primary language is not English.
3. Extended school year services (when needed to prevent regression of skills which cannot be recouped in normal scheduling), as determined by the IEP team.
4. Provision for transition into the regular education program if the student is to be transferred from a special class or center, or nonpublic, nonsectarian school, into a regular education program in a public school for any part of the school day.
5. Specialized services, materials and equipment for students with low incidence disabilities.

Development, Review, and Revision of the IEP

1. The strengths of the student and the concerns of the parent/guardian for enhancing the education of their child.
2. The results of the initial assessment or most recent assessment of the student.
3. As appropriate, the results of the student's performance on any general state or LEA assessment programs.
4. In the case of a student whose behavior impedes his/her learning or that of others, if appropriate, positive behavioral interventions, strategies and supports to address that behavior.
5. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP.
6. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media, that instruction in Braille or the use of Braille is not appropriate for the student.
7. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode.
8. Whether the student requires assistive technology devices and services.
9. The IEP may be revised, as appropriate, to address:
 - a. Any lack of expected progress toward the annual goals.
 - b. The results of any reassessment.
An evaluation of the student shall be conducted at least once every three years, or more frequently if conditions warrant, or if the student's parent/guardian or teacher requests an assessment
 - c. The student's anticipated needs.
 - d. Whether the student requires an intervention, accommodation, or other program modification.

10. As a member of the IEP team, the regular education representative need not participate in all decisions made at the IEP meeting or to be present throughout the entire meeting. However, to the extent appropriate, the representative shall participate in the development, review and revision of the student's IEP.

Due Process/Mediation

A student shall not be required to participate in all or part of any special education program unless the parent/guardian is first informed in writing of the facts that make participation in the program necessary or desirable and the contents of the IEP, and the parent/guardian consents, in writing, to all or part of the IEP after receiving this notice. If the parent/guardian does not consent to all of the components of the IEP, then those components of the IEP to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.

If it is determined that a part of the proposed IEP to which the parent/guardian does not consent is necessary in order to provide a free appropriate public education to the student, the LEA shall either initiate local alternative dispute resolution, mediation conference, or a due process hearing.

During the pendency, the student shall remain in his/her current placement unless the parent/guardian and the LEA agree otherwise.

If a due process hearing is held, the hearing decision shall be the final administrative determination and shall be binding upon the parties.

Legal Reference:

20 USC 1414(d)(1)

34 CFR 300.321

34 CFR 300.515

34 CFR 300.347

EC 56028

EC56050

EC 56831

EC 51512

EC 56325

EC 56302.1

EC 56341-56347

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TRANSPORTATION FOR STUDENTS WITH DISABILITIES

LP 8.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) shall ensure that transportation services are provided for students with disabilities as specified in their Individualized Education Program (IEP). Local Education Agencies (LEAs) shall make transportation available for students at no cost to parent/guardian when specified as a related service in the student's IEP.

The LEA shall establish criteria and procedures for determining the most appropriate mode of transportation for an individual student based on identified needs as determined in the IEP or 504 accommodation plan. Arrivals and departures shall not reduce the length of the school day for these students except as determined by the IEP process..

Legal Reference:

EC 56195.8 (b)(5)

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TRANSPORTATION FOR STUDENTS WITH DISABILITIES

LAR 8.1

When authorizing special transportation for students with disabilities, the IEP team shall consider all of the following:

1. The student's safety and health needs
2. The extent to which transportation arrangements may help the student develop independent mobility skills
3. The student's difficulty in using regular transportation services
4. The coordination of regular and special transportation

(cf. 6159 - Individualized Education Program (IEP))

Disabled students may use transportation regularly provided to nondisabled students as determined by the IEP team.

(cf. 3540 - Transportation)

When a disabled student is excluded from school bus transportation due to violations of the education code, the district shall make provisions for alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services specified in the student's IEP.

Legal Reference:

EC 56366

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TRANSPORTATION FOR STUDENTS WITH DISABILITIES IN FOSTER PLACEMENT LAR 8.2

To ensure increased school stability for Foster Youth with disabilities in San Luis Obispo County it is the policy that the Responsible LEA funds and provides home to school transportation when a student's IEP Team has determined transportation is a related service required for the student to obtain a Free Appropriate Public Education, or FAPE.

When two districts are involved, the LEA of origin and the LEA of location, the LEAs will share equally the expense of transportation unless a different local agreement has been reached.

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council on April 12, 2013

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ACCESS TO INSTRUCTIONAL MATERIALS

FAP 9.1

It shall be the policy of each 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.

Legal Reference:

20 USC 1412 (a)(23)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

FULL ACCESS TO CORE CURRICULUM

SRP 9.1

Each Local Education Agency (LEA) shall ensure that students with disabilities will have full access to the following unless otherwise provided in a student's Individualized Education Program (IEP):

- All required core curriculum including state adopted core curriculum textbooks and supplementary textbooks
- Instructional materials and support in order that students with disabilities attain higher standards in reading

Legal Reference:

56205(a)(20)

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

READING LITERACY

SRP 10.1

It shall be the policy of each member 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 literacy programs mandated by the California State Board of Education.

Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

READING LITERACY PARTICIPATION

LP 10.1

It shall be the policy of each 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 literacy programs mandated by the California State Board of Education. A comprehensive research-based approach to reading will be emphasized in the early grades and which includes:

- An organized, explicit skills program that includes phonemic awareness, phonics, and decoding skills to address the needs of the emergent reader
- A strong literature, language and comprehension program that includes a balance of written and oral language activities
- An ongoing diagnostic system that provides a prescriptive basis for instruction.
- Assessment that measures student progress and program accountability
- Early intervention activities for children at risk of reading failure
- Techniques for meeting the needs of diverse learners

Revised and Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PARTICIPATION IN STATE/DISTRICT-WIDE ASSESSMENTS

FAAR 11.1

The LEAs within the San Luis Obispo County Special Education Local Plan Area (SELPA) are committed to all students having access to state and/or LEA assessments. Through the Individualized Education Program (IEP) process each student's strengths and weaknesses will be determined as to the content of the LEA and/or statewide assessment to determine appropriate means of access to the assessment(s).

Special education students shall be tested with the designated state achievement test and the standards-based test, unless their IEP specifically identifies that the student will be tested with alternate assessments adopted by the California State Board of Education.

A student shall be permitted to take exams or assessments with the accommodation and/or modifications as identified in the IEP or 504 plan. School personnel have a responsibility for ensuring special education students have appropriate accommodations and/or modifications to meet the individual needs of the students and allow access to all state and LEA assessments. The SELPA IEP documents include a form for state assessments, which is updated to reflect current federal and state mandates. Each LEA will follow and implement the policies and administrative regulations of the California State Board of Education related to assessment, data collection, and waiver processes.

Legal Reference:

EC 56205(a), 5 CCR 853

Approved by Governing Council on June 17, 2005

Revised and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PARTICIPATION IN STATE/DISTRICT-WIDE ASSESSMENTS

LP 11.1

It shall be the policy of the San Luis Obispo County SELPA that students with disabilities are included in state and district-wide assessment including alternate assessment, with appropriate accommodations and modifications where necessary.

Legal Reference:

EC 56205(a)

20 USC 1412 (a)(17)

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PARTICIPATION IN ASSESSMENTS

FAP 11.1

It shall be the policy of each LEA that all students with disabilities shall participate in state and district-wide assessments programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective IEPs.

Federal Reference:

20 USC 1412 (a)(16)

Revised and approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LEAST RESTRICTIVE ENVIRONMENT (LRE)

FAP 12.1

It shall be the policy of each LEA that to the maximum extent appropriate, students with disabilities, including students in public or private institutions or other care facilities, are educated with students 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 supplementary aids and services cannot be achieved satisfactorily.

Legal Reference:

20 USC 1412 (a)(5)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LEAST RESTRICTIVE ENVIRONMENT (LRE)

FAAR 12.1

It is agreed by the member LEAs of the SELPA that special education is an integral part of the total public education system and provides education in a manner that promotes maximum interaction between students with disabilities, including students in public and private institutions and other care facilities, and students without disabilities, in a manner appropriate to the needs of both. To the maximum extent appropriate, students with disabilities will be educated with students who are not disabled. Special classes, 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. To support this at an individual student level, the requirements of legally compliant Individualized Education Program (IEP) meetings will be reviewed, including the responsibility to first consider the general education classroom for each student. The three-part full inclusion test (listed below), as outlined by the 9th Circuit Court of Appeals in *Holland vs. Sacramento Unified School District*, is the guiding principle to be used by LEAs and IEP teams.

- The educational benefits available to the student in a general classroom, supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom
- The nonacademic benefits of interaction with students who are not disabled
- The effect of the student's presence on the teacher and other students in the classroom

When scarcity of population or other factors prevent a LEA from directly providing a required service for its pupils, the service may be provided by the county office, another school within the LEA of attendance, a school in a nearby LEA, or by a provider LEA as outlined in the Special Education Local Plan Area (SELPA) Annual Service Plan.

In determining the appropriate LRE placement for students with disabilities, the IEP team shall:

1. Determine if the student can be served in a general education classroom setting at the student's neighborhood school with supplemental aids and services. The IEP shall specify any needed supplemental aids and services.
2. Determine if the student can be served by the special education services provided at the student's neighborhood school campus. The IEP shall specify the extent to which the student will not be in the general education classroom setting and activities.

If the IEP team determines the special education services at the student's neighborhood school campus are not appropriate to meet the needs as outlined by the IEP team, the following shall be implemented:

1. Document why a different school site is necessary, including why education at the neighborhood school site with supplemental aids and services is not appropriate to meet the IEP
2. For students being transitioned to the neighborhood school setting for all or part of the school day, specify the timeline for transition as well as the activities needed to support the transition

Every attempt shall be made to place classes on general education sites where students have an opportunity for interaction with nondisabled peers. The SELPA facilities policy and administrative regulation describes the process used to assign special education programs to locations on general

San Luis Obispo County Special Education Local Plan Area

education campuses and for appropriate disbursement throughout the SELPA and member LEAs.

The LEAs will continue to locate facilities and programs designed to serve students with severe disabilities on general education campuses to the extent that the needs of students, as determined by the IEP team, can best be met within an instructional setting of a general education campus.

In constructing new facilities, LEAs within the SELPA will follow accessibility provisions provided by law under the Americans with Disabilities Act (ADA). It is the responsibility of the facilities plan committee to review annually the long range facility needs of the SELPA and recommend for approval by the Governing Council an updated plan and policy, if necessary, to be implemented throughout the SELPA.

Students have access to all general education activities, programs, and facilities and will participate in those activities as appropriate to their needs. The IEP team will determine how the student will participate with nondisabled peers with equal access in general education programs and what accommodations, if any, are needed. All school personnel will facilitate opportunities for social interactions between individuals with disabilities and nondisabled individuals.

The IEP form contains a statement of:

- Supplemental aids and services that the student needs to ensure participation in general education
- A statement that students will participate in a general education environment with nondisabled peers unless the student's full time involvement and progress in general education curriculum is precluded by the nature and severity of the disability

No student will be referred for special education unless the general education resources have been considered, utilized, and the documented accommodations and/or modifications have been made prior to referral for special education services.

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LEAST RESTRICTIVE ENVIRONMENT (LRE)

LP 12.1

It shall be the policy of the San Luis Obispo County (SELPA) that the *least restrictive environment* means that to an appropriate extent, students with disabilities, including children in public or private institutions, shall be educated with children who are not disabled, including nonacademic and extracurricular services and activities.

Legal Reference:

EC 56205(a)

EC 56031,

EC 56201

EC 56206

EC 56303

State Board Policy (10/10/86)

20 USC Section 1412

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CONFIDENTIALITY

FAP 13.1

It shall be the policy of each 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), non-academic programs, and services available to non-disabled children..

Legal Reference:

20 USC 1412 (a)(8)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CONFIDENTIALITY

LP 13.1

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and privacy Act (FERPA).

Legal Reference:

EC 56205 (a)

20 USC 1412 (a)(8)

20 USC 1417

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

DIRECTORY INFORMATION

LAR 13.1

Any LEA within San Luis Obispo County SELPA operating a regional program shall maintain student directory information as defined by EC 49076.11.b.1 in a secure location within the main office of the school site in which the program is located. The school district may release directory information from pupil records to appropriate persons in connection with an emergency if knowledge of the information is necessary to protect the health and safety of the pupil or other persons. School district staff and other education service providers working within the public schools with legitimate educational interest may have access to student information.

Legal Reference:

EC 49076

EC 49076.11.b.1

EC 49602

Approved by Governing Council November 13, 2009

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

II. STUDENT OTHER

SPECIALIZED EQUIPMENT AND SERVICES

LP 14.1

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) to use low incidence funds for the purchase of specialized equipment and services for students having a low incidence disability as determined by the Individualized Education Program (IEP) team.

Legal Reference:

EC 56026.5

EC 56206

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PROCESS FOR THE UTILIZATION OF LOW INCIDENCE FUNDS

LP 14.2

Low incidence equipment funds and low incidence service funds are restricted in use for students in the following primary disability categories: hard of hearing, deaf, visual disability, orthopedically impaired and deaf-blind. The funds shall be administered through the San Luis Obispo County SELPA office. This includes receipt of funds, distribution of funds, maintaining an inventory, developing procedures for exchange of equipment, and reporting to the state. The Governing Council shall adopt policy to guide the administration of these funds.

Approved by Governing Council on October 10, 2008

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LOW INCIDENCE SERVICES FUNDS

LP 14.3

The portion of low incidence service dollars that has not been designated to the COE will go to the SELPA administrative budget to cover costs of administering the low incidence materials and equipment.

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

SPECIALIZED EQUIPMENT, MATERIALS, AND SERVICES

LAR 14.1

Specialized Equipment and Materials

The SELPA shall establish a set of procedures related to the eligibility for, requesting and order of, inventory of, and maintenance of equipment purchased with low incidence money. This information shall be part of the SELPA Procedures Manual.

Determination of expenditures begins at the IEP level where the IEP team agrees there is a need for special equipment, materials and/or services to provide access to the curriculum and support the learning of a particular student. The district special education director reviews this identified need. The requesting LEA will research the cost and location of the requested item. Upon receipt of the completed packet, the SELPA Executive Director or designee will review all requests. If requests meet requirements, the requesting LEA will be notified to order the equipment or materials. Information about approved low incidence equipment or materials will be provided to the Directors. Efforts will be made to support opportunities that serve pupils in the least restrictive environment by using appropriate equipment and materials. The SELPA office keeps an inventory of all items purchased and students to whom assigned. Specialized equipment may be transferred to another educational agency if the pupil no longer needs the equipment or transfers out of the SELPA. No specialized equipment shall be transferred out of the SELPA without the approval of the SELPA Executive Director.

Home Use of Low Incidence Equipment

The San Luis Obispo County Special Education Local Plan Area (SELPA) shall allow for home use of low incidence equipment on the following basis:

- The student must qualify as a student with a low incidence disability
- The IEP team has determined that the student requires the use of the equipment at home in order for the student to benefit from his/her educational program and
- This is documented in the IEP
- District of Residence will be responsible for the lost, stolen or damaged equipment if parents fail to make restitution
- If restitution for lost, stolen or damaged equipment is not fully recoverable, the District of Residence may request new equipment as described in Section B of the SELPA Procedures Manual
- District of Residence will be responsible for tracking the location of the equipment
- Equipment will be returned to the District of Residence when not in session for the school year and extended school year

Parents/Guardians will agree in writing to:

- Secure the equipment and supervise proper use
- Provide necessary and safe transportation of the equipment between home and school
- Acknowledge that the equipment was purchased for district use with state funds
- Assume responsibility to seek restitution from private insurance for the lost, stolen or damaged equipment and provide written proof of efforts
- Receive training in the use of the equipment prior to the release of the equipment for home use

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- Return the equipment to the district should they move out of San Luis Obispo County SELPA
- Acknowledge that the equipment may be called back at any time if it is determined by the IEP team that it is no longer needed or that it is not being used properly

Revised and approved by Governing Council on February 13, 2009, April 12, 2013, October 9, 2015
Reviewed and Approved by Governing Council on March 13, 2020

EAR MOLDS

LAR 14.2

The San Luis Obispo shall use low incidence funds to pay for ear molds that are associated with any equipment purchased with low incidence funds.

Approved by Governing Council on October 14, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

BEHAVIORAL INTERVENTION PLANS

LP 15.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) is committed to providing the training and procedural guidelines needed to member LEAs to address student behavior to reduce or eliminate adverse behavior which impedes a student's learning or the learning of others.

The SELPA recognizes educational teams require access to a variety of behavioral supports and strategies to meet student need. Positive Behavioral Interventions and Supports (PBIS) is endorsed as a framework to provide universal access to supportive school climates as well as address behavioral needs.

The SELPA has developed behavioral procedures for systematic use of behavioral supports and strategies. SELPA also provides guidance for appropriate use of emergency interventions which may be utilized as a last resort. Interventions which cause pain or trauma are prohibited. It is also the policy of the SELPA that the implementation of Behavioral Intervention Plans will respect the student's human dignity and personal privacy.

Legal Reference:

EC 56520 - 56525 5 CCR 3052(j)

20 U.S.C. § 1401 (c)(5) (F)

Approved by Governing Council on June 18, 2004

Revised and Approved by Governing Council on February 5, 2010, April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

POSITIVE BEHAVIORAL PLANS

LAR 15.1

If a student is eligible for special education, and behavior has been identified as an area of need, the student's Individual Education Plan (IEP) must consider the use of positive behavioral interventions and supports. To address the need, the team shall consider the continuum of intervention from accommodations to behavioral goals to assessment and/or development of a Behavior Intervention Plan (BIP.)

If the team determines that a BIP is needed, the SELPA recommends the team gather behavior data, formal or informal, to guide the plan development.

In some situations, the IEP team must complete a Functional Behavior Assessment to respond to behavior concerns. These include:

- School team has a signed assessment plan for a "Functional Behavioral Assessment/FBA"
- At parents' request; unless the LEA believes the assessment is not warranted and elects to deny the request and provide parent with Prior Written Notice
- Following a Manifestation Determination meeting in which the misconduct is a manifestation of the student's disability AND the student will be considered for a change of placement AND an FBA had not been completed prior to this misconduct.
- Behavior concerns are prompting team to consider a more restrictive educational placement.
- IEP team has data indicating the adverse behavior persists despite intervention & an FBA has not yet been completed.

Parental consent is required for an FBA to be conducted.

Positive Behavioral Intervention Plans

The SELPA provides member LEAs with Procedural Guidelines to develop Behavior Intervention Plans in alignment with best practices for positive behavior change.

Emergency Interventions

The SELPA has adopted the methods and training as outlined by the Crisis Prevention Institute for handling behavioral emergencies. The SELPA is committed to providing ongoing opportunities for training in these methods as well as refresher courses.

Qualifications of Personnel Implementing Emergency Behavioral Intervention Techniques

- a. Any certificated or classified staff employed by a LEA of the SELPA who has received training and maintains their certification in the Non-violent Crisis Intervention may participate in the implementation of an emergency intervention.
- b. The SELPA will provide member LEAs with guidelines to report emergency interventions.

Prohibited Emergency Intervention

Emergency intervention shall not include:

- a. locked seclusion;
- b. use of an amount of force that exceeds that which is necessary under the circumstances to ensure the student's or staff safety;

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- c. use of any device, material or technique which simultaneously immobilize all four extremities, e.g., ties, mats, rugs, use of handcuffs, prone containment.

CALIFORNIA CODE OF REGULATIONS, TITLE 5

3001 Definitions

3052 Designated Positive Behavioral Interventions

Education Code 56523

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council November 17, 2006, February 5, 2010

Revised August 2012

Revised and Approved by Governing Council on April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

SUSPENSION/EXPULSION

FAP 16.1

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.

Legal Reference:

20 USC 1412 (a)(22)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council on April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

SUSPENSION/EXPULSION

LAR 16.1

For procedures relating to suspension and expulsion see the San Luis Obispo County Special Education Local Plan Area (SELPA) Procedures Manual.

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council on April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

INDEPENDENT EDUCATIONAL EVALUATIONS

LP 17.1

Legal Authority:

Individuals with Disabilities Education Act: Section 300.502 Independent Educational Evaluation. (20 U.S.C. 1415 (b)(1) and (d)(2)(A); California Education Code Section 56329.

Parents of a student with a disability have the right to obtain an independent educational evaluation subject to the provisions of federal and state law. Parents have the right to an independent evaluation at public expense if they disagree with an evaluation completed by the District (“the District”). Parents may request one independent educational evaluation in response to each evaluation completed by the District within the last two years. If necessary the district should request clarification from the parent regarding which evaluation(s) are in dispute. The term “Evaluation” includes any individual assessment of a child that results in a report that is used by the IEP team to determine eligibility and services.

“Independent Educational Evaluation” (IEE) means an evaluation conducted by a qualified examiner who is not employed by the District.

“Public expense” means that the District either pays for the cost (in accordance with cost limits described herein) of the evaluation or evaluation components or ensures that the evaluation or evaluation components are otherwise provided at no cost to the parent.

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

INDEPENDENT EDUCATIONAL EVALUATIONS

LAR 17.1

The district must not unreasonably delay taking action to the parent request, and must give a copy of the Parent/Adult Student Rights (full version) to parents as soon as possible. The district must document all contacts with parents to confirm no undue delays.

If the District initiates a hearing and the final decision is that the District’s evaluation is appropriate, the parents still have the right to an IEE, but not at public expense.

If a Hearing Officer orders an IEE as part of a hearing, the cost of the evaluation will be at the District’s expense. (See “Option 3”)

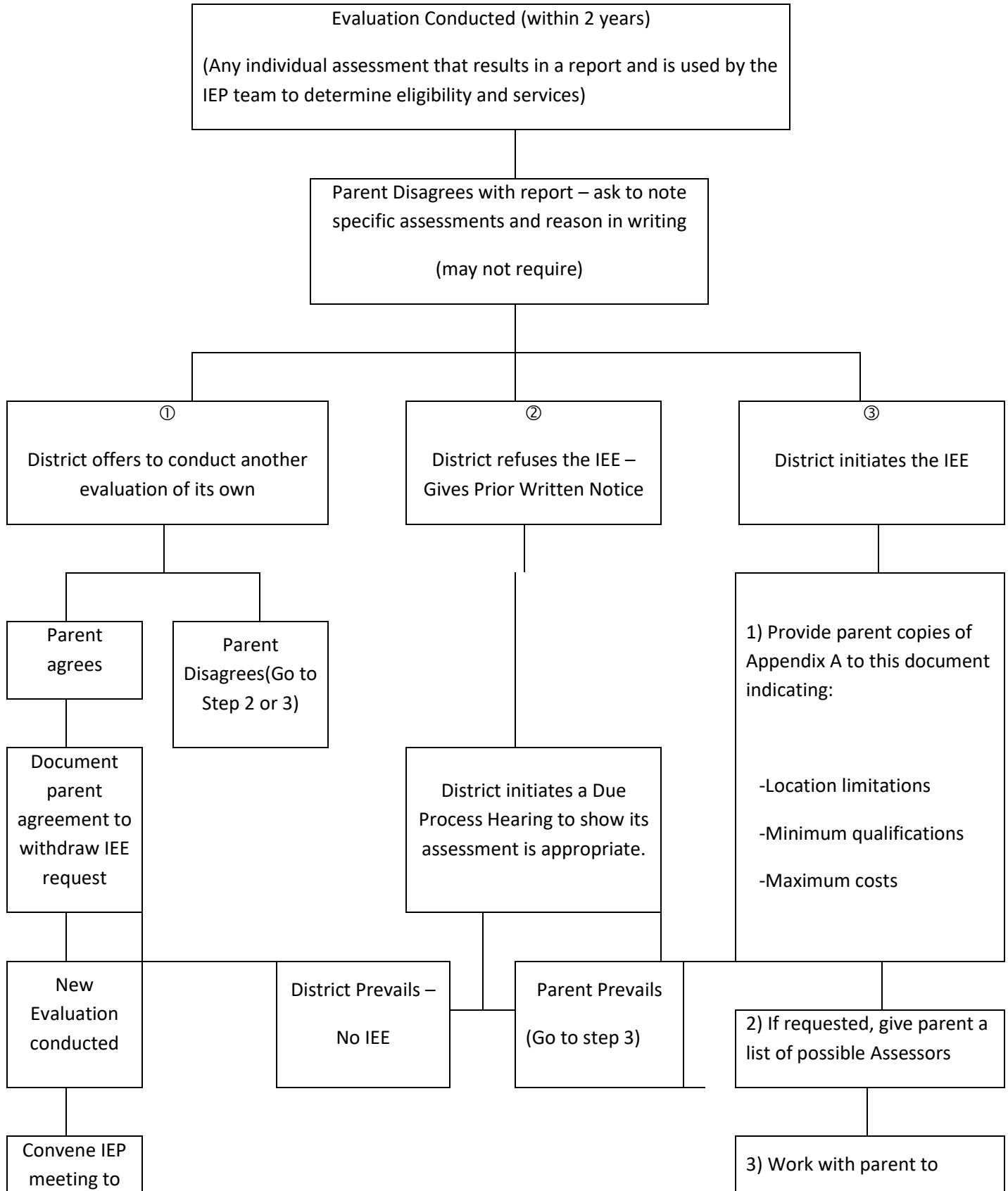
See flowchart Appendix A.

<p>Option 1</p>	<p>Another assessor within your district or from another SELPA. Ideas may include someone who:</p> <ul style="list-style-type: none"> ● Has equal (or better) credentialing/licensure ● Has equal (or more) experience assessing students with this disability/area of concern ● Is at another school in the district (to remove the emotional factor which may be at the current site) ● Has special training which makes them qualified to conduct this assessment. <p>If district and parent agree to this option, the parents must put in writing that they agree to revoke their request for an IEE. However, parents retain the right to dispute the prior assessment and seek an IEE at a later time.</p>
<p>Option 2</p>	<p>Initiate a hearing to show the District’s Evaluation is Appropriate. Things to consider in deciding whether or not to defend the assessment conducted by your district:</p> <ul style="list-style-type: none"> ● Was the assessment <i>valid</i>? Was the instrument used appropriate for the disability/area of concern? Did the norming sample include children with the same disabilities/area of concern as the student being assessed? Was the test administered according to the directions in the testing manual? ● Are the assessment results <i>reliable</i>? Were there no variables that impacted the ability of the assessor to get a true picture of the student? (i.e., student was not ill, tired, hungry, there were no major absences or gaps in the assessment, the testing location was adequate). Do others who know the student (i.e., teacher, paraeducators, other specialists), feel that the results are typical of/commensurate with the student’s skills? ● Was the assessor <i>qualified</i>? Did the assessor have the appropriate credentials/licensure, training and experience to administer the assessment? ● Did the assessment address the concerns articulated by the parents in their disagreement? <p>If you decide that your assessment is adequate, complete a “Prior Written Notice to Parent of Action” form indicating that you are refusing to pay for an IEE, the reasons why and factors you considered. Next, file a “Notice of Due Process Complaint” with the Office of</p>

San Luis Obispo County Special Education Local Plan Area

	Administrative Hearings.
Option 3	<p>Arranging for an IEE at Public Expense</p> <ol style="list-style-type: none">1) Administrator provides parent with a copy of the IEE informational packet (Appendix “B” of these Guidelines)2) District offers parent a list of possible assessors. One source of possible assessors is the list of Nonpublic Agencies with whom the SELPA has a Master Contract. (See SELPA website – “Special Education Services”). SELPA personnel may not be considered Independent Educational Evaluators if the SELPA provides that service to the district.3) Parent and Administrator arrange for an outside assessor who meets the requirements for location, qualifications, and maximum cost listed in Appendix B. Costs above the maximum allowable amounts will not be approved unless the parent can demonstrate that unique circumstances justify going above the cost described.4) Parent/district may utilize Agreement for IEE form with consent for exchange of information (Appendix C) and/or parent will be required to sign a release of information authorizing communication with the IEE provider. District may refuse to pay for an IEE if parent refuses to sign consent to exchange information.5) Administrator may develop an Agreement for IEE (Appendix D) for the assessment to be done by the Assessor. Assessor must agree to release their assessment information and results (including protocols) directly to the district before receiving payment from the district.6) Standard Assessment Plan should not be used. (It would imply a 60-day timeline, which is not applicable).7) Assessment is conducted. If assessment will include observation, give copy of “Guidelines for Observations by Independent Education Assessors” (Appendix E) to the Assessor. Copy of report is forwarded to district and parent.8) IEP Team reconvenes to discuss the new Assessment Report. IEE Assessor may attend IEP meeting to review the report and to address any questions from IEP team members.

INDEPENDENT EDUCATIONAL EVALUATION IEE FLOWCHART – APPENDIX A



review new
results

arrange for outside Assessor

4) If applicable, develop
contract with Assessor

5) Have parent sign IEE
Agreement and/or Consent
to Exchange Information.

Convene IEP to discuss IEE

**Information Packet for Parents Requesting an Independent Education Evaluation
(IEE) at Public Expense**

From “Guidelines for Independent Educational Evaluation (IEE) Assessment,”

San Luis Obispo County SELPA

www.sloelpa.org

Independent Educational Evaluations

Please read this entire document before obtaining or paying for an IEE. Your right to reimbursement may be limited.

The San Luis Obispo County Special Education Local Plan Area ("SELPA") has developed this policy and the corresponding procedures and criteria which govern independent educational evaluations ("IEEs") in accordance with federal and state special education law. (See 20 U.S.C. § 1415; 34 C.F.R. § 300.502; California Education Code §§ 56506(c) and 56329(b).) Parents¹ should read this entire document carefully. The policies, procedures, and criteria are intended to be read in conjunction with one another as one comprehensive document. Parents who need additional information about IEEs should contact the school district from which they are requesting an IEE ("District")². Before obtaining an IEE, parents should contact the District to discuss their questions and options. If questions are not resolved by the District, parents may contact the SELPA for additional clarification or assistance in communicating with the District. Note that the District will not automatically reimburse parents who unilaterally obtain IEEs. Please review this document for further information about a parent's right to obtain IEEs at public expense.

I. DEFINITIONS

Independent educational evaluation (IEE) means an evaluation conducted by a qualified evaluator who is not employed by the District.

Public expense means that the school district either pays for the full cost of the evaluation or

¹ Parent means any of the following: (1) a biological or adoptive parent of a child; (2) a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child's behalf specifically has been limited by court order in accordance with Section 300.30(b)(1) or (2) of Title 34 of the Code of Federal Regulations; (3) a guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Sections 361 and 726 of the California Welfare and Institutions Code; (4) an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative, with whom the child lives, or an individual who is legally responsible for the child's welfare; (5) a surrogate parent who has been appointed pursuant to Section 7579.5 or 7579.6 of the California Government Code, and in accordance with Section 300.519 of Title 34 of the Code of Federal Regulations and Section 1439(a)(5) of Title 20 of the United States Code. The biological or adoptive parent, when attempting to act as the parent when more than one party is qualified to act as a parent, shall be presumed to be the parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child. If a judicial decree or order identifies a specific person or persons to act as the "parent" of a child or to make educational decisions on behalf of a child, then that person or persons shall be determined to be the "parent." Parent does not include the state or any political subdivision of government. Parent does not include a nonpublic, nonsectarian school or agency under contract with a local educational agency for the provision of special education or designated instruction and services for a child.

² For purposes of this policy, District includes the San Luis Obispo County Office of Education ("SLOCOE") if SLOCOE is the local educational agency. It does not include SLOCOE if SLOCOE is only the service provider or assessor that completed an assessment on behalf of the student's district of residence.

ensures that the evaluation is otherwise provided at no cost to the parent.

Qualified Examiner is an evaluator who is competent to perform the evaluations through criteria established by the LEA in accordance with Education Code, Section 56322.

II. **POLICIES AND PROCEDURES**

IEE Requests

Parents have the right to an IEE at public expense if they disagree with an evaluation completed by the District. Parents may only request one publicly-funded IEE for each evaluation completed by the District with which they disagree. The request for an IEE must be received within **less than two years' time** from the date of the District's evaluation. If the request for an IEE is received one year or more from the date of completion of the District's evaluation, or if conditions warrant, the District may ask to complete a reevaluation in addition to responding to the parent's request for an IEE.

To initiate an IEE request, a parent must indicate in writing to the District, or communicate the request to District personnel in some other manner (e.g. during an individualized education program ("IEP") team meeting) that the parent:

1. Disagrees with a District evaluation; and
2. Requests an IEE at public expense.

The District may ask for the parent's reason(s) for disagreeing with the District's evaluation. However, the District may not require the parent to provide an explanation regarding his or her disagreement, and may not unnecessarily delay either providing the IEE at public expense or initiating a due process hearing to defend its evaluation because the parent has not provided such an explanation.

Responding to an IEE Request

Once the parent communicates his or her disagreement with the District's evaluation and requests an IEE at public expense, either in writing or at an IEP team meeting, District staff will notify the District's administrator responsible for special education. The District will provide the parent with a copy of this IEE guidelines and a copy of the District's notice of parental rights and procedural safeguards. The District will, without unnecessary delay, proceed with providing an IEE at public expense unless the District initiates a due process hearing on the appropriateness of its assessment.

If the District determines that it will initiate a due process hearing to establish the appropriateness of its evaluation, the District will notify the parent of such decision in writing prior to filing a due process hearing complaint. This written notice shall include all of the elements of prior written notice as required by section 300.503(b) of Title 34 of the Code of Federal Regulations.

San Luis Obispo County Special Education Local Plan Area

If the District agrees to provide an IEE at public expense, the District will work collaboratively with the parent, at parent request, to identify potential IEE evaluator(s). The parent will be provided with two or more options for potential evaluators and how these evaluators may be contacted. The list is not intended to be exhaustive and is not intended to limit a parent's options in obtaining an IEE from other qualified professionals who meet the agency criteria outlined in this policy. Alternatively, parent may provide, in writing, his or her preferred evaluator(s). District and parent may utilize the Agreement for Independent Education Evaluation form and/or parent will be required to sign a release and exchange of information authorizing the District to communicate directly with the parent's chosen independent evaluator.

The completed assessment must comply with the location limitations for the evaluation, the minimum qualifications for the examiner, cost limitations, and use of approved instruments.

Independent educational evaluators will be requested to write reports focusing on the "unique needs" of the child, and, if appropriate, the types of special education programs and services recommended to address the "unique needs". Independent education evaluators will be requested to not identify specific providers of special education programs and services as to avoid any possible conflict of interest situations. Evaluators must be knowledgeable of and agree to comply with all provisions of the Federal Code of Regulations (IDEA) and California Code of Regulations governing special education, to include criteria required to make recommendations for eligibility.

The District may directly contract with the independent evaluator for the IEE. Alternatively, the District may issue payment to the independent evaluator for the costs of the IEE following its receipt of the items listed in Section IV, District Payment of IEE Costs, below.

If the District initiates a due process hearing and the hearing officer issues a final decision finding that the District's evaluation is appropriate, the parent will still have the right to obtain an IEE, but not at the District's expense.

If a hearing officer orders an IEE as part of a due process hearing decision, the costs of the IEE must be at District's expense.

If the parent obtains an IEE at private expense or through an agency other than the District and shares the IEE with the District, the results of the IEE:

1. Must be considered by the District, if the evaluation meets the agency criteria set forth in Section III below, in any decision made with respect to the provision of a free appropriate public education ("FAPE") to the student; and
2. May be presented as evidence at a due process hearing or other proceeding regarding the student.

III. TIMELINE REGARDING COMPLETION OF INDEPENDENT EDUCATIONAL EVALUATIONS

After the parent signs an agreement for completion of an IEE, the LEA will initiate a contract with the examiner. If the selected evaluator indicates that s/he cannot complete the evaluation and provide the written report within 60 days of receipt of the parent’s signed consent for the IEE, the LEA will inform the parent and request agreement to either extend the assessment timeline or select another assessor.

IV. AGENCY CRITERIA

The criteria under which an IEE is obtained at public expense, including the location limitations for the evaluation, minimum qualifications of the evaluator, cost limitations, and use of approved instruments must be the same as the criteria that the District uses when it initiates its own evaluation of the student.

Parents shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria noted below.

Parents have the right to select the assessor; however, the District shall enforce the District and/or SELPA’s IEE guidelines, including independent contractor requirements which include the provision of appropriate paperwork, carrying appropriate insurance, and complying with fingerprint regulations that must be satisfied by the assessor you choose, and the reasonable cost containment set forth in the IEE procedures and applicable federal and state law.

Please be advised that, prior to the start of the assessment, parents are required to sign a release and exchange of information between the assessor(s) and the District, and follow District contractor requirements to clear the assessor for work.

Location Limitations for Evaluators

Evaluators must be located within a 300 mile radius. Evaluators outside of this area will be approved only on an exceptional basis, provided the parent can demonstrate the necessity of using personnel outside the specified area. Any expenses beyond the evaluation and attendance of the evaluator at the subsequent IEP team meeting at which the IEE is considered (e.g., food, lodging, transportation, etc.) will not be covered by the District in the cost of the IEE.

Minimum Qualifications of Independent Evaluators

Independent evaluators must have the following minimum credentials. All licenses and credentials must be issued by the appropriate agency or board with the State of California:

San Luis Obispo County Special Education Local Plan Area

Academic Achievement	<ul style="list-style-type: none"> ● Credentialed Special Education Teacher ● School Psychologist ● Licensed Educational Psychologist
Adaptive Behavior	<ul style="list-style-type: none"> ● Credentialed Special Education Teacher; ● School Psychologist ● Licensed Educational Psychologist
Adapted Physical Education	<ul style="list-style-type: none"> ● Credentialed Adapted PE teacher
Assistive Technology	<ul style="list-style-type: none"> ● Credentialed or Licensed Speech/Language Pathologist; ● Credentialed Assistive Technology Specialist; or ● Credentialed Special Education Teacher
Auditory Acuity	<ul style="list-style-type: none"> ● Licensed Educational Audiologist ● Licensed or Credentialed Speech/Language Pathologist
Auditory Perception/Auditory Processing	<ul style="list-style-type: none"> ● Licensed or Credentialed Speech/Language Pathologist; ● School Psychologist ● Licensed Educational Psychologist
Functional Behavior Assessment	<ul style="list-style-type: none"> ● School Psychologist; ● Licensed Educational Psychologist; ● Board Certified Behavior Analyst
Cognitive	<ul style="list-style-type: none"> ● Licensed Educational Psychologist ● School Psychologist
Health (including Neurological)	<ul style="list-style-type: none"> ● Licensed Physician ● School or Registered Nurse
Motor	<ul style="list-style-type: none"> ● Licensed Physical Therapist; ● Licensed Occupational Therapist; ● Credentialed Teacher of Students with Orthopedic Impairments ● Credentialed Adapted PE Teacher
Occupational Therapy	<ul style="list-style-type: none"> ● Licensed Occupational Therapist
Physical Therapy	<ul style="list-style-type: none"> ● Licensed Physical Therapist
Speech and Language	<ul style="list-style-type: none"> ● Credentialed or Licensed Speech/Language Pathologist
Social/Emotional	<ul style="list-style-type: none"> ● School Psychologist; ● Licensed Educational Psychologist ● Licensed Clinical Social Worker ● Licensed Marriage and Family Therapist
Visual Acuity/Developmental Vision	<ul style="list-style-type: none"> ● Licensed Ophthalmologist; ● Optometrist ● Credentialed Teacher of the Students with Visual Impairments

San Luis Obispo County Special Education Local Plan Area

Functional Vision	<ul style="list-style-type: none"> ● Credentialed Teacher of the Students with Visual Impairments
Vision Perception/Visual Processing/Visual-Motor Integration	<ul style="list-style-type: none"> ● Credentialed Special Education Teacher ● School Psychologist ● Licensed Educational Psychologist
Orientation and Mobility	<ul style="list-style-type: none"> ● Credentialed Teacher of Students with Visual Impairments
Transition to Adult Life	<ul style="list-style-type: none"> ● Credentialed Special Education Teacher

The parent may request a list of suggested IEE assessors who meet the agency criteria; but the parent is not required to select from the list provided.

In-Class Observations

If the District observed the student in a setting other than the test setting as part of the evaluation with which the parent disagrees, or if the District’s evaluation procedures make it permissible to have in-class observations of a student, the independent evaluator shall receive an equivalent opportunity to observe the student in his or her current educational placement and setting and to observe the District’s proposed educational setting, if any. This opportunity shall also be provided regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

The District shall define the nature and scope of an independent evaluator’s in-class observations consistent with the evaluator’s right to an equivalent opportunity to observe, but also consistent with the District’s obligations to prevent unnecessary disruption in the class and to protect the privacy interests of other students. These obligations may include, but are not limited to:

1. Specifying the time constraints of the observation;
2. Identifying District personnel who will be present during the observation; and
3. Imposing restrictions on interactions with the student, teacher, and/or classroom staff.

Cost Limitations

The cost of an IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform a similar evaluation. Such costs include:

1. Observations;
2. Administration and scoring of tests;
3. Report writing; and
4. Attendance in person or by phone at an IEP team meeting.

The following is a list of evaluations and their associated costs that the District has determined to be

San Luis Obispo County Special Education Local Plan Area

reasonable. In the event the parent requests an IEE that exceeds the cost limitations specified below, the parent must demonstrate that unique circumstances justify a waiver of such cost limitations.

	Hourly
Academic Achievement	\$150
Adaptive Behavior	\$150
Adapted Physical Education	\$150
Assistive Technology	\$150
Auditory Acuity	\$150
Auditory Perception/Auditory Processing	\$150
Functional Behavior Assessment	\$150
Cognitive	\$150
Health (including Neurological)	\$150
Motor / Occupational Therapy	\$150
Physical Therapy	\$150
Speech and Language	\$150
Social/Emotional	\$150
Visual Acuity/Developmental Vision	\$150
Functional Vision	\$150
Vision Perception/Visual Processing/Visual-Motor Integration	\$150
Orientation and Mobility	\$150
Transition to Adult Life	\$150

Based on the cost limitations contained in this chart, the cost for a psycho-educational IEE is \$150 hourly. If another district within the San Luis Obispo County SELPA provides assessment, the Block Fee Schedule will be followed.

V. District Payment of IEE Costs

The District will issue payment to the independent evaluator for the costs of the IEE following the District's receipt of:

1. A written IEE assessment report prepared by the independent evaluator;
2. A copy of any and all assessment protocols utilized to conduct the IEE; and
3. Detailed invoice(s), including dates of assessment and observation and hourly rates.

Insurance Coverage

When insurance will cover all, or a portion of, the costs of the IEE, the District will request that parents voluntarily ask their insurance carrier to pay the costs of the IEE covered by their insurance policy. However, the District will not ask parents to have their insurance carrier cover the costs of the IEE if it will result in a financial cost to the parents including, but not limited to the following:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy;
2. An increase in premiums or the discontinuance of the policy; or
3. An out-of-pocket expense, such as payment of a deductible amount incurred in filing a claim, unless the parent is willing to have the District provide reimbursement for the amount of the deductible.

The IEP team will consider the results of the IEE, whether obtained at public or private expense, when making a determination regarding the student's eligibility for special education and related services, educational placement, and other components of the student's educational program, as required by federal and California special education laws and regulations. However, the results of an IEE will not control the District's determinations and may not be considered if not completed by a qualified professional, as determined by the District.

Appendix C



San Luis Obispo County Special Education Local Plan Area

8005 Morro Road, Atascadero CA 93422

(805) 782-7301 FAX (805) 466-1473

www.slosepa.org

Liz Smith, SELPA Executive Director

<p style="text-align: center;">San Luis Obispo County SELPA Parent/District Agreement for Independent Education Evaluation (IEE)</p>
--

This will serve as evidence of agreement between [Click here to enter text.](#), parent(s), guardian, or surrogate of [Click here to enter text.](#) and the [Click here to enter text.](#) School District for Independent Educational Evaluation, paid for by the school district, as follows:

Area(s) of Assessment: [Click here to enter text.](#)

Name of Assessor: [Click here to enter text.](#)

Qualifications of Assessor: [Click here to enter text.](#)

Assessor will be present at the IEP meeting by telephone or in person to share findings: no yes_telephone in person

It is agreed that the area(s) of assessment are limited to those specified above. The Assessor meets minimum qualifications as specified in San Luis Obispo County SELPA Guidelines, unless parent/district have agreed to an exception(s). (Note any exceptions here) [Click here to enter text.](#)

Assessment to be administered in [Click here to enter text.](#) language.

The District agrees to pay all costs for the above assessments.

San Luis Obispo County Special Education Local Plan Area

Parent/Guardian/Surrogate signature below indicates agreement for District to exchange with the Assessor reports and other information from the student’s educational file necessary to conduct the evaluation, and for Assessor to forward copies of protocols, report and findings to the District.

All parties agree that any services, materials, and/or equipment that may be recommended based on review of this IEE by the IEP team shall not be provided by the assessor and/or his/her agents.

Signatures:

<hr/>	Click here to enter text.	Click here to enter
<u>text.</u>		
District Representative	Title	Date
<hr/>	Click here to enter text.	
Parent/Guardian/Surrogate	Date	

AGREEMENT FOR INDEPENDENT EDUCATIONAL EVALUATION – APPENDIX D

SAN LUIS OBISPO COUNTY SELPA	
AGREEMENT FOR INDEPENDENT EDUCATIONAL EVALUATION	

Local Education Agency (LEA)	
Address	
City, State Zip	
LEA Case Manager	
Phone and E-Mail	

Student Last Name		Student First Name	
Grade		D.OB.	
		Sex	() M () F

Parent/Guardian Last Name		Parent/Guardian First Name	
Address			
City, State, Zip			

Home Phone		Work		Cell	
Parent/Guardian Last Name			Parent/Guardian First Name		

Address					
City, State, Zip					
Home Phone		Work		Cell	

Assessor				
Address				
City, State, Zip				
Phone		Fax		
E-Mail				

ESTIMATED MAXIMUM COST \$ _____

San Luis Obispo County Special Education Local Plan Area

Other Provisions/Attachments: _____

-IEE PROVIDER-

-SCHOOL DISTRICT-

(Name of Assessor)

(Name of School District)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

**GUIDELINES FOR OBSERVATIONS BY INDEPENDENT EDUCATIONAL ASSESSORS –
APPENDIX E**

Outside evaluators have the right to observe a Special Education student in his or her current placement or any placement proposed by the educational agency if the public agency's assessment includes, or its assessment procedures permit, such an observation.

- The length of the observation and the location(s) of the observation will be agreed to consistent with district policies regarding observations and any observation by the examiner will be equivalent to what the district's assessors did or would be allowed to do.
- The independent educational assessor will notify the District Special Education Administrator of their request to schedule an observation in writing prior to the date of the observation.
- The District Special Education Administrator may coordinate with the Site Administrator and independent educational assessor to determine a mutually agreeable time and place for the observation. Observations will be limited to one independent evaluator per day.
- The District Special Education Administrator may assign a district staff member to meet the independent assessor and accompany him/her during the observation.
- In order to protect the privacy of other students, there will be no videotaping or recording during observations. There will be no direct contact with students.
- If the independent assessor wishes to discuss the observation with district staff, advance notification of this request will be necessary, so that adequate coverage of students can be arranged.

Approved by Governing Council on June 18, 2004

Revised and Approved by Governing Council on May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

PROHIBITION ON MANDATORY MEDICINE

FAP 18.1

It shall be the policy of each 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.

Legal Reference:

20 USC 1412 (a)(25)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PROHIBITION ON MANDATORY MEDICINE

LP 18.1

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

Approved by the Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

INCONSISTENT POLICIES & PROCEDURES

LAR 18.1

The Board of the San Luis Obispo County SELPA hereby takes action to repeal any and all policies and procedures of the SELPA that are inconsistent with the requirements of the individuals with Disabilities Education Act of 2004 and the California Education code as amended by AB 1662 (Lieber). Such provisions include, but are not limited to, those addressing:

- Student Discipline
- Procedural Safeguards and Due Process Procedures
- Timelines for Assessment
- Content of Individualized Education Program (IEPs)
- Transition Planning
- State and District-wide Assessments
- Triennial Assessments
- Parentally Enrolled Private School Students with Disabilities

The SELPA and its member local education agencies will implement all current state and federal laws relating to special education.

Approved by Governing Council on December 9, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

III. Governance

GOVERNANCE FAP 19.1

It shall be the policy of each 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 a 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.

Legal Reference:

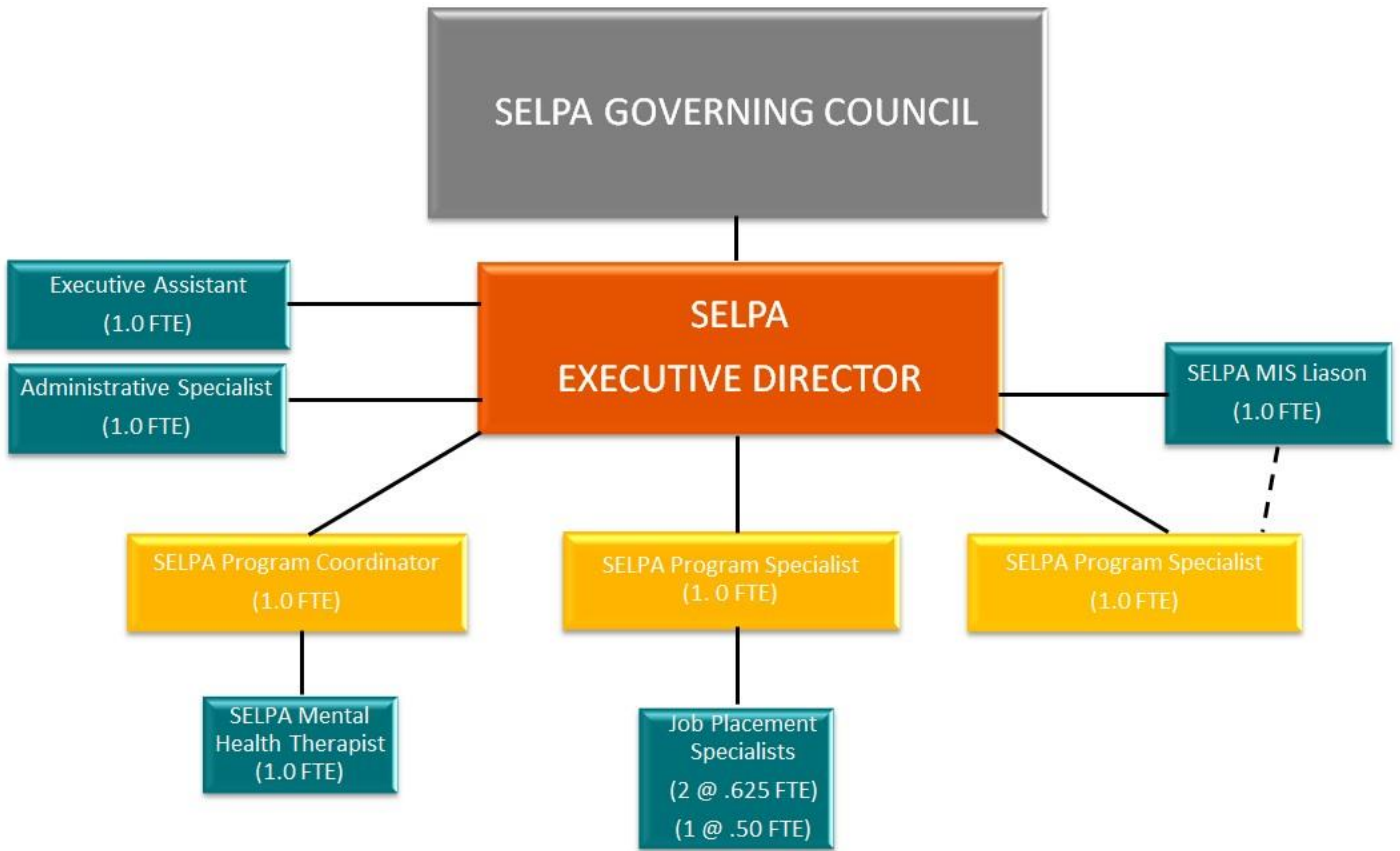
20 USC 1412 (a)(13)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

GOVERNANCE ORGANIZATION CHART



GOVERNANCE STRUCTURE

SRP 19.1

The San Luis Obispo County SELPA is comprised of all school districts in the county and the San Luis Obispo County Office of Education (SLOCOE). These districts and charters have joined in a cooperative effort to provide for the coordinated delivery of programs, services and assurance of equal access to such programs, and services to eligible persons with disabilities requiring special education in the service region. Each Local Education Agency (LEA) is responsible for adopting and implementing the Local Plan as outlined.

The governing body of the SELPA is the SELPA Governing Council that is composed of the superintendents as the designated representatives of their respective LEAs. Policies and procedures adopted by the Governing Council provide direction for all aspects of the SELPA, including uniform practices to be used by all LEAs in the provision of special education programs and services as outlined in the Local Plan.

SLOCOE shall serve as the Administrative Unit (AU) for the SELPA, and the county superintendent of schools is the superintendent of the AU. The county superintendent is designated as the employer of the staff for the SELPA. The SELPA staff implements the policies and decisions that are enacted by the Governing Council. The SELPA's legal status is that of an unincorporated association.

Legal Reference:

56205(a)(12)(A)

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CHANGES IN THE GOVERNANCE STRUCTURE

SRP 19.2

Changes or amendments to the permanent portion of the San Luis Obispo County Special Education Local Plan Area (SELPA) Local Plan may be considered during the annual service and budget plan process. The Governing Council can adopt amendments to the permanent portion of the Local Plan on an interim basis, not to exceed one year. Amendments approved in this manner would become permanent upon subsequent approval by all Local Education Agency (LEA) governing boards and the California State Board of Education. The Governing Council will approve individual policy changes.

Legal Reference:

56195.1(b)(1)

56205(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ADMINISTRATIVE UNIT (AU)

SRP 19.3

The San Luis Obispo County Office of Education (SLOCOE) shall serve as the Administrative Unit (AU). The AU will perform functions for the Special Education Local Plan Area (SELPA) such as receipt and distribution of funds, employment of staff to support SELPA functions, provision of administrative support, and coordination of the implementation of the plan. The Business Services Division of the AU will advise regarding fiscal and budget-monitoring issues related to SELPA and special education programs.

Legal Reference:

56205(a)(12)(D)(i-ii)

56195.1(b)(3)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITY OF THE SUPERINTENDENT OF THE ADMINISTRATIVE UNIT (AU)

LP 19.1

Responsibilities of the AU superintendent shall include, but not be limited to:

- Serve as chairperson of the Governing Council and arrange the schedule, time, and place for meetings of the Governing Council;
- Serve as the employer for personnel who have responsibilities throughout the Local Plan area which will include, but not be limited to, the SELPA staff. SELPA Executive Director. Employment of such personnel will be in accordance with personnel policies and practices of the San Luis Obispo County Office of Education including hiring, supervision, evaluation, and discipline;
- Employ appropriate classified personnel in support of the Local Plan area certificated staff; and
- Provide suitable office space for both certificated and classified employees of the SELPA.

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITY OF PARTICIPATING LOCAL EDUCATION AGENCIES (LEAS)
19.2

LP

Adoption of the Local Plan requires consent of the governing board of each participating LEA. In adopting the Local Plan, each participating LEA agrees to carry out the duties and responsibilities assigned to it within the plan. Each LEA shall provide special education and related services to all eligible students within its boundaries, including students attending charter schools where a LEA of the SELPA has granted that charter. Each LEA shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of residence programs. Such cooperation ensures that a range of program options is available throughout the SELPA. LEAs may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

Responsibilities of the governing board of each LEA shall include, but not be limited to:

- Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the agency;
- By approving the Local Plan, enter into an agreement with other local education agencies participating in the plan, for purpose of delivery of services and programs;
- Review and approve revisions of the SELPA Local Plan for special education;
- Participate in the governance of the SELPA through their designated representative to the Governing Council. The governing boards provide the Governing Council with the authority to act as the board designee to approve and amend policies as necessary;
- Appoint members to the Community Advisory Committee (CAC).

Responsibilities of LEAs shall include, but not be limited to:

- Implementing child find activities;
- Deciding to operate, or not to operate, the special education programs and services as specified in the SELPA Local Plan;
- Cooperating with the SELPA in the provisions of staff development activities as specified in applicable sections of the education code;
- Providing program, employee, student, and fiscal information as needed to the SELPA to facilitate program coordination, fiscal accountability, budget preparation, staff acquisition, training and state, federal, and local reporting;
- Assisting the SELPA in regional planning and preparation of the San Luis Obispo County Local Plan, annual programmatic, student and program evaluation, and fiscal reports as required by state and federal laws and regulations. This assistance includes participation in the Governing Council;
- Providing facilities for special education students;
- Placing a student in a comparable special education program, following SELPA procedures, when an identified student eligible for special education moves into the San Luis Obispo County SELPA. An IEP review will be held within 30 days of an interim placement;

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- Paying any attorney(s) fees required as a result of mediation or an administrative or court procedure;
- Implementing any decisions or judgments, which is the result of a due process or complaint proceeding;
- Providing and coordinating transportation for special education students residing in the district as required in the IEP; and
- Implementing discipline policies for all students, including students eligible for special education, except as modified by IEP team decisions and incorporated into the child's IEP, following state and federal requirements.

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) SUPERINTENDENTS LP 19.3

Responsibilities of the superintendents of each participating Local Education Agency (LEA) shall include, but not be limited to:

- Being responsible for special education programs operated by the LEA and for implementing all requirements of the Local Plan
- Participating in the Governing Council

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITY OF LOCAL EDUCATION SPECIAL EDUCATION ADMINISTRATORS LP 19.4

The Local Education Agencies (LEAs) are responsible for the coordination of special education services and programs within their agencies and for the implementation of the Local Plan. Special Education Administrators are given authority by the Governing Council to implement policies and procedures in accordance with the Local Plan.

The Special Education Administrators will make decisions by consensus. The SELPA Executive Director will present the minority and majority viewpoint to the Governing Council. The Special Education Administrators will meet regularly. The SELPA Executive Director will act as the facilitator of the meetings.

Meetings of Special Education Administrators shall include, but not be limited to:

- Information and recommendations for the development, modification and implementation of the Local Plan to the Governing Council;
- Procedures for identification, referral, assessment, IEP development, placement and services of individuals with disabilities as established by the Local Plan;
- Recommendations to the establishment of new regional programs and/or closure of regional programs;
- Forms, procedures and recommendations for programs and services;
- SELPA-wide in-service/staff development activities, including parent education activities;
- Recommendations for Community Advisory Committee (CAC) membership;
- Solutions to problems encountered in meeting federal and state laws and regulations or SELPA policy;
- Alternative Dispute Resolution (ADR) strategies and implement the SELPA ADR process as an alternative to complaint procedures and due process;

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITIES OF THE SELPA EXECUTIVE DIRECTOR

LP 19.5

The San Luis Obispo County Special Education Local Plan Area (SELPA) director shall serve as the chief administrator of the SELPA on behalf of the member Local Education Agencies (LEAs) and implement the Local Plan for special education including, but not limited to the following:

- Ensure provision of special education program and services for all eligible individuals in San Luis Obispo County SELPA
- Coordinate and implement the Local Plan
- Ensure provision of public awareness and child-find activities
- Coordinate information regarding community resources
- Arrange for meetings with Special Education Administrators
- Provide SELPA agenda items for Governing Council and Chief Business Officials
- Coordinate and facilitate the establishment of San Luis Obispo County SELPA standards, procedures, processes, and regulations for the implementation of the Local Plan
- Participate or designate appropriate personnel to participate in Individualized Education Program (IEP) team meetings for students considered for placement in other LEAs, other SELPAs, and/or nonpublic school placements
- Provide technical assistance to LEA administrators.
- Provide technical assistance to LEAs in due process and complaint procedures and represent or designate appropriate personnel to represent the SELPA in due process and complaint procedures
- Ensure implementation of the San Luis Obispo alternate dispute process
- Act as a liaison between and among the San Luis Obispo County SELPA, the State Department of Education, the Governing Council, Special Education Administrators, the Chief Business Officials, the Community Advisory Committee (CAC), federal departments and elected government officials
- Update Governing Council, Special Education Administrators, Budget Committee, and CAC on legislative changes, proposals, trends, and related concerns
- Represent San Luis Obispo County SELPA at statewide meetings
- Provide leadership for special education with the San Luis Obispo County SELPA
- Facilitate involvement of the SELPA in the statewide system of support.

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

EVALUATION OF THE SELPA EXECUTIVE DIRECTOR

LP 19.6

The Governing Council will conduct the evaluation of the SELPA Executive Director.

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

REGIONALIZED SERVICES

SRP 19.4

Regionalized Services shall include, but not be limited to:

- Interagency coordination and development of agreements
- Nonpublic school/agency coordination and development of master contracts on behalf of member Local Education Agencies (LEAs) and uniform procedures for individual service agreements
- Provision of program specialist services
- Evaluation, program review, and data collection as required
- Implement the regionalized services of the Special Education Local Plan Area (SELPA):
 - a. Administer staff development programs
 - b. Coordinate program review
 - c. Supervise data collection, information management and reporting.
 - d. Coordinate curriculum and program development
 - e. Coordinate ongoing monitoring of Local Plan implementation through program review
 - f. Assign, supervise and evaluate Program Specialists and other SELPA staff
 - g. Other matters related to the representation and operation of the SELPA
- Conduct the business operations for the San Luis Obispo County SELPA
- Hire, supervise, evaluate, and discipline staff employed by the SELPA in support of the Local Plan
- Assist in the development of the annual budget plan and annual SELPA operations budget
- Allocate and distribute funds to LEAs for the operation of special education programs and services in accordance with policy
- Coordinate the funds for low incidence services, equipment, and materials in accordance with established procedures
- Complete reports for the San Luis Obispo County SELPA and individual districts in accordance with state priorities criteria, and Education Code Sections 56220(c)(I), 56368, 56780
- Apply for discretionary funds and other grants that become available to the San Luis Obispo County SELPA
- Monitor the appropriate use of federal, state, and local funds allocated for special education programs
- Prepare and submit to the State Department of Education all reports required for the San Luis Obispo County SELPA
- Assist in the development and coordination of the implementation of agreements and contracts with nonpublic school/agencies providing services to students with disabilities.
- Assist in the development and coordination of the implementation of agreements with other SELPAs and agencies

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- Assist in the identification of special education program and service needs for the San Luis Obispo County SELPA
- Provision of regionalized staff development
- Resource allocation and distribution according to policy
- Dispute resolution to support parents and LEAs in solving conflict
- Coordination of necessary services
- Other responsibilities as assigned by Governing Council
- Data collection and development of the management information system

The San Luis Obispo SELPA coordinates program review across LEAs, conducts evaluations, and supervises data collection and development of the management information system and reporting at the state level.

Legal Reference:

56205(a)(12)(B)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**SLOCOE & LEA REGIONAL PROGRAMS & SERVICES
FUNDED BY THE SLO COUNTY SELPA LAR 19.1**

AUDIOLOGICAL SERVICES

Description:

Audiological Services include monitoring amplification and frequency modulation system use. The audiologist consults with teachers, parents, and speech and language pathologists. Equipment which may be monitored by the audiologist includes hearing aids, cochlear implant, classroom FM system, or soundfield system.

ADAPTED PHYSICAL EDUCATION

Description:

The Adapted Physical Education related service includes assessment, instruction, consultation and intervention for eligible students from age 3 through age 21 in gross motor, perceptual motor performance, and/or physical fitness. Services are provided to students with an existing IEP using an inclusion model in the most appropriate and least restrictive setting: i.e., infants and toddlers in the natural environment and for school-aged students assigned to a special education program. The IEP team may determine that a student requires Adaptive Physical Education if the student exhibits impairments in gross motor skills, perceptual motor performance, and/or physical fitness.

Generally, students who receive Adaptive Physical Education services require support to participate in general or modified physical education classes. Students receive specially designed motor activities and more intensive instruction as indicated on the student's IEP.

AUTISM SPECTRUM DISORDER

Description:

Each LEA and the County Office of Education provide specially designed services for students with Autism Spectrum Disorder. These services may include assessment, instruction and consultation.

Individual programming is determined by the IEP team. Staff training may be provided by the SELPA, LEA, COE, NPA consultants, and Educational Specialists. Service providers are trained in various methodologies and interventions which may include but are not limited to Applied Behavior Analysis (ABA), Discrete Trial Training (DTT), social groups, Picture Exchange Communication (PECS), Treatment and Education of Autistic and Related

Communication Handicapped children (TEACCH), behavior management techniques, social-thinking skills and sensory intervention. Staff trained in Autism Spectrum Disorder may provide consultation and/or support to classroom teachers in the placement determined by the IEP team.

Students are assessed by an educational team who has training, experience and knowledge of Autism Spectrum Disorders. The purpose of the assessment is to determine the functioning level of the child in the major areas of development such as cognitive ability, communicative ability, adaptive behavior and social skills. Consideration for placement and services for students with autistic-like behaviors as outlined by Education Code Article 3.1.1 3030 (g) include:

- An inability to use oral language for appropriate communication.
- A history of extreme withdrawal or relating to people inappropriately and continued impairment in social interaction from infancy through early childhood.
- An obsession to maintain sameness.
- Extreme preoccupation with objects or inappropriate use of objects or both.
- Extreme resistance to controls.
- Peculiar motoric mannerisms and motility patterns.
- Self-stimulative, ritualistic behavior.

POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

Description:

Positive Behavioral Interventions and Supports may be provided to a special education student when behavioral/social goals cannot be met without additional interventions beyond those recommended by the IEP team. Behavior intervention services may include:

- Classroom observation
- Direct service to a student who requires additional supervision or specific skill development unique to the child's needs
- Assistance to the IEP team in developing a Behavior Intervention Plan
- Consultation with the classroom teacher and other service providers
- Training and support of classroom para-educators
- Recommendations for curricular and environmental modifications
- Oversight on the implementation of positive behavior intervention techniques
- Parent consultation

DEAF/HARD OF HEARING

Description:

Related services for students who are deaf or hard of hearing include assessments, instruction, consultation, and support services for all children from birth through age 21. The following services may be provided:

San Luis Obispo County Special Education Local Plan Area

- Consultation with parents, classroom teacher, speech therapists, audiologists, other professionals and agencies.
- Direct academic instruction.
- Intervention for language impairment.
- Teach skills in auditory training, speech reading, etc.
- Provide recommendations for implementing classroom modifications or accommodations.
- Provide educational support to students with cochlear implants.
- Auditory training specific to hearing impairment.

Services are provided to eligible students using an inclusion model in the most appropriate and least restrictive setting: i.e., infants and toddlers in the natural environment, for school-aged students assigned to a special education program.

Students who receive deaf/hard of hearing services have a documented hearing loss which adversely affects their receptive and/or expressive communication or educational performance.

DEAF/HARD OF HEARING PRESCHOOL and ELEMENTARY (K-6) CLASSES

Description:

This preschool program is designed for preschool students ages 2.5-4 and the elementary program is designed for elementary students grades K-6 who are deaf or hard of hearing, and require daily access to specialized staff and curriculum. All students have a mild to profound, bilateral or unilateral, permanent or fluctuating hearing loss. Instruction is provided in an environment offering age-appropriate, language mode peers, as well as nondisabled children. The programs are supported by a credentialed teacher of the deaf and hard-of-hearing, sign language interpreters, instructional assistants with signing skills and a speech/language pathologist. Other services may include:

- Consultation with speech/language pathologists, audiologists and other professionals and agencies
- Provide educational support to students with cochlear implants
- Regular home visits for preschool students
- Parent education
- Coordination of services for mainstreaming with typically developing students
- Transition planning for enrolling in school programs

REGIONAL THERAPEUTIC LEARNING CLASS

Description:

These programs are designed for K-12 students who have an emotional disturbance condition with a direct, observable connection between the emotional disturbance and poor educational performance. The curriculum in these programs has an academic focus with intensive instruction on development of behavior management and appropriate interpersonal skills.

The programs may be augmented by services from school counselors, psychologists, behavioral health and other social services staff as appropriate.

Referrals for placement into an ED program shall be brought to the receiving LEA for review. The receiving LEA shall participate in the IEP team decision-making process. Students enrolled in ED programs may be referred to the Vicente Intensive School Linked Behavioral Health Services Program (7-12) or Chris Jespersen School (K-6) jointly operated by the SLOCOE and County Behavioral Health Services, when the IEP team-determines it to be the most appropriate placement for a student with emotional disturbance who meets both educational and behavioral health eligibility criteria. Students with emotional disturbances are defined by Education Code Article 3.1.1 3030 (i) as follows:

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

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One or more of the characteristics listed above:

- over a long period of time,
- to a marked degree, and
- adversely affects educational performance.

INFANT DEVELOPMENT PROGRAM: PART C

Description:

This program is for infants and toddlers, from birth to 3 years of age who have medical or developmental concerns, including solely low incidence disabilities. The State Regional Center acts as the single point of entry for infants. The Infant Development Program provides a variety of services including group activities and continuous parent training, home based services for infants' parent support and discussion groups.

Infants and toddlers who attend these programs have an established condition of known etiology

which has a high probability of resulting in a developmental delay. Other infants and toddlers have an established low incidence disability. Often, a multidisciplinary team assessment has determined that an infant or toddler has a combination of two or more factors resulting in high risk for developmental disabilities which requires early intervention services.

SLOCOE provides a vendored program with Tri-Counties Regional Center. This program serves the birth to 3 year old population of students with Autism. This program provides in-home or centered-based, intensive intervention, which may include speech and language therapy, parent education, occupational therapy services and behavior management services.

JUVENILE SERVICES CENTER/COMMUNITY SCHOOLS

Description:

The Juvenile Services Center and Community Schools provide special education services to eligible students using an inclusion model in the classroom setting as well as small group instruction and consultation with the classroom teacher and other professionals and agencies as appropriate to the student's IEP.

Students at Juvenile Services Center have been placed there by the Juvenile Court. Students in Community Schools have been referred to the Community School by their local school district or have been placed by the Juvenile Court.

MEDICALLY FRAGILE OR PROFOUND

Description:

These programs include an intensive program for students from birth through age 21 who are medically fragile or have profound developmental delay. Key program components include health services, mobility enhancement, and a functional life skills curriculum. The primary focus is to develop an individualized education program that fosters each student's abilities and level of independence. As appropriate to the student's needs, the program works to facilitate mobility through a specialized curriculum.

Students who attend this program require a specialized curriculum which may emphasize assisted care, personal and medical care, mobility enhancement, and a functional life skills curriculum.

INTENSIVE

Description:

These programs are designed to include intensive functional instruction for students with moderate to more intensive disabilities. An overall focus of the program centers on striving to improve

functional life skills and foster independence. The programs have both child and adult components. Students with more intensive disabilities from age 3 through 21, attend classes on integrated school sites throughout San Luis Obispo County. For students from age 18 through age 21 years, the Adult Transition Program offers instruction in independent, vocational and life skills development.

Students who attend these programs generally require a high level of supervision for safety and to access instructional opportunities. The programs are designed around adaptive and vocational skill development, and a functional life-skills curriculum, which is significantly modified from regular education state standards and assessment.

OCCUPATIONAL THERAPY

Description:

Occupational Therapy related services include assessment, instruction, consultation and support for students from birth through age 21 in the areas of fine and gross motor skills, postural stability, sensorimotor processing, coordination, organizing and using materials appropriately, and/or self-care skill development appropriate to the educational environment. Services may be provided to students with a current IEP using an inclusion model in the most appropriate and least restrictive setting. Students may require more intensive services despite previous documented adaptations and modifications within the existing educational program.

Eligibility is based on therapist's diagnostic reasoning, standardized testing (if appropriate), and functional performance within the educational environment. Students who have more intensive developmental delays may have their performance compared to their assessed developmental/mental age rather than their chronological age when determining eligibility.

ORIENTATION AND MOBILITY

Description:

Services for students from birth through age 21 with visual impairment may include orientation and mobility. Orientation and Mobility services may include:

- Direct instruction enabling independent travel that includes: concept development, body imagery, laterality, directionality, environmental concepts,
- fine and gross motor skills, sensory awareness, sighted guide and protective techniques, use of residual vision, cane travel, methods of traveling a route, mapping skills, use of public transportation, emergency procedures, self-help skills, and appropriate behavior.
- Instruction and incorporation of terminology for Orientation and Mobility.

- Environmental modifications and adaptations in a variety of settings, including the home and school.
- Consultation with teachers of the visually impaired, parents, classroom teachers, and other professionals and agencies.
- Typically, a student is eligible for Orientation and Mobility services by having been identified as legally blind (visual acuity of 20/200 or worse) although certain students with restricted visual fields or difficulties with depth perception may also be eligible.

In some circumstances, students who experience difficulty detecting and avoiding obstacles, drop-offs, making street crossings, and using public transportation may be determined eligible.

ORTHOPEDICALLY IMPAIRED

Description:

Orthopedic services may include assessment, instruction, intervention, consultation, modification, and adaptations to eligible students from birth through age 21. Students who receive services have a more intensive and persistent orthopedic impairment that impacts their ability to access their curriculum and significantly restricts normal physical development, movement, and activities of daily living.

Authentic assessments are used which may include, but are not limited to observation, checklists, portfolio assessment, interviews with the student and staff and developmental standards. The orthopedic services provide consultation with parents, teachers, and other professional staff and agencies. A teacher of the Orthopedically Impaired may also provide adapted work materials and/or direct academic instruction using standard approaches and/or adaptive technology.

SPEECH AND LANGUAGE

Description:

Speech and language pathologists provide evaluation, collaboration, consultation, and direct services to students from birth through age 21 who are eligible under Speech Language Impairment as a primary or secondary disability or as determined by the IEP team. Students served under the category of Speech Language Impairment meet the criteria in one or more of the areas listed below and the impairment adversely affects educational performance.

In order to be eligible for special education and related services, communication is assessed by a language, speech and hearing specialist, who determines that difficulty results from any of the following disorders:

- Articulation disorders such that the pupil's production of speech significantly interferes with communication and attracts adverse attention.
- Abnormal voice, characterized by persistent, defective voice quality, pitch, or loudness.
- Fluency difficulties which result in an abnormal flow of verbal expression to such a degree that these difficulties adversely affect communication between the student and

listener.

- Inappropriate or inadequate acquisition, comprehension, or expression of spoken language including pragmatics skills such that the student's language performance level is significantly below the language performance level of his or her peers.
- Hearing loss which results in a language or speech disorder and significantly affects education performance.

VISUAL IMPAIRMENT

Description:

Services for the visually impaired include assessment, instruction, consultation, and support services for all children from birth through age 21 who have a visual impairment. Services may also include:

- Consultation with parents, classroom teachers, other professionals and agencies.
- Specialized materials and strategies for direct academic instruction.
- Keyboarding and Braille instruction.
- Improvement of skills in daily living and other areas of development as they relate to academics.
- Operation of specialized equipment such as Braillewriters, magnifiers, monoculars, adaptive computer software, and audiotapes.

Services are provided to eligible students using an inclusion model in the most appropriate and least restrictive setting; i.e., infants and toddlers in the natural environment, for school-aged students at their local school site, and adults in their work setting. Students who qualify for the program are considered blind or have low vision as determined by an ophthalmologist.

Visual Impairment is defined as follows:

- Legally blind with a visual acuity of 20/200 or less in the better eye corrected or a visual field of no greater than 20 degrees or
- Low vision with a visual acuity of 20/70 or less in the better eye corrected.

Legal Reference:

56205(a)(12)(B)

56195.7(c)(1-6)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, October 11, 2013, March 13, 2015, September 28, 2015, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

**REGIONAL CLASS SUPPORT GUIDELINES FOR
MORE INTENSIVE PROGRAMS LAR 19.2**

Considerations

The figures and actions outlined below are provided as **guidelines**. For individual placements into classes the considerations listed below are factored into the discussion process:

- Capacity and design of the facility
- Individual/more intensive needs of the student being placed
- Transportation time involved in placement/reassignment of students

Regional Program Providers will work cooperatively to provide a free appropriate public education (FAPE) to all students to achieve placement that is appropriate for the student(s) involved and that maintains an appropriate and a safe educational environment for all students.

PRESCHOOL SDC/INTENSIVE

# STUDENTS	3-10	9-15	15+
	1 Teacher 1-2 Support Staff	1 Teacher 2 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

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SDC/INTENSIVEK-8

# STUDENTS	3-10	9-15	15+
	1 Teacher 1 Support Staff	1 Teacher 2 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

HIGH SDC/INTENSIVE

# STUDENTS	3-12	11-15	16+
	1 Teacher 1 Support Staff	1 Teacher 2 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

18-22 YEAR OLD SDC/INTENSIVE

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# STUDENTS	3-9	10-15	16-20	20+
	1 Teacher 1 Support Staff	1 Teacher 2 Support Staff	1 Teacher 3 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

REGIONAL THERAPEUTIC LEARNING CLASS

# STUDENTS	4-5	6-10	11+
	1 Teacher 1 Support Staff	1 Teacher 2 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

MEDICALLY FRAGILE SDC

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# STUDENTS	1-4	5-9	10-12	13+
	1 Teacher 1 Support Staff	1 Teacher 2 Support Staff	1 Teacher 3 Support Staff	<ul style="list-style-type: none"> • Review support options that may be available • Assess ability for students to transition to alternate class/program • Review regional options with Special Education Administrators

RELATED SERVICES CASE LOAD FOR LOW INCIDENCE

Teacher of the Visual Impaired	Teacher for Orientation and Mobility	Teacher of the Deaf/Hard of Hearing	Teacher for Orthopedic Impairment
9-13 students	9-13 students	20-24 students	20-24 students

Approved by Governing Council January 9, 2009
 Revised and Approved by Governing Council on June 18, 2012, April 12, 2013, May 11, 2018
 Reviewed and Approved by Governing Council on March 13, 2020

PROGRAM SPECIALIST SERVICES

SRP 19.5

In the San Luis Obispo County Special Education Local Plan Area (SELPA), program specialist services are provided as part of the regionalized services. The program staff are employed by the AU, and provide unique and necessary services to the SELPA and its collaborating agencies under the direction of the SELPA Executive Director.

Program specialists' assignments will be made by the San Luis Obispo County SELPA Executive Director in consultation with the Special Education Administrators who will consider the following:

- Program needs
- Overall needs of the San Luis Obispo County SELPA equitable distribution of service

Program specialists provide a range of services including, but not limited to:

- Observe, consult with, and assist regular and special education staff;
- Plan programs, coordinate curricular resources, and share in the evaluation of the effectiveness of programs for children with disabilities;
- Assist with program development and innovation of special methods and approaches;
- Provide coordination, consultation and program development in one or more specialized areas of expertise;
- Participate in and/or facilitate Individualized Education Program (IEP) team meetings when technical assistance is requested;
- Consult with principals and administrators who operate special education programs;
- Provide or assist with staff development trainings and parent and community member informational workshops..

Legal Reference: 56205(a)(12)(B)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

COMPOSITION AND ORGANIZATION OF THE GOVERNING BODY

SRP 19.6

The governing body of the Special Education Local Plan Area (SELPA) is the SELPA Governing Council, which is composed of the superintendent from each of the school districts in the county and the county superintendent of schools. Members of the SELPA Governing Council are responsible to the governing boards of the local education agencies in the SELPA. The function of the Governing Council is to make final policy decisions on all matters relating to the operation, programs and financial support of the SELPA for San Luis Obispo County.

<u>LEA:</u>	<u>Vote:</u>
Almond Acres Charter Academy	(1)
Atascadero Unified School District	(1)
Bellevue-Santa Fe Charter	(1)
Cayucos Elementary School District	(1)
Coast Unified School District	(1)
Lucia Mar Unified School District	(1)
Paso Robles Joint Unified School District	(1)
Pleasant Valley Joint Union Elementary School District	(1)
San Luis Coastal Unified School District	(1)
San Miguel Joint Union School District	(1)
Shandon Joint Unified School District	(1)
Templeton Unified School District	(1)
San Luis Obispo County Office of Education	(1)

The Governing Council will use a majority vote model to reach decisions regarding adoption of policies, the distribution of funding, responsibility for service provision and any other governance activities specified in the Local Plan. If an item for approval includes a fiscal impact, the SELPA Executive Director may present the item for review and comment to the Chief Business Officials (CBOs).

The Governing Council will meet at least quarterly, and more frequently if needed. The Governing Council shall be chaired by the County Superintendent of Schools. The SELPA Executive Director will advise the chair of the Governing Council regarding special education items to be included on the Governing Council agenda. Governing Council members may also submit items to be placed on the agenda of the Governing Council.

Legal Reference: 56205(a)(12)(A);56205(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009;

Reviewed and Approved by Governing Council April 12, 2013, October 11, 2013, March 14, 2014, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

RESPONSIBILITIES OF GOVERNING COUNCIL

SRP 19.7

Responsibilities of the Governing Council shall include, but not be limited to:

Provide leadership in support of the special education programs

Adopt policies for the San Luis Obispo County Special Education Local Plan Area (SELPA)

Coordinate and implement the Local Plan of the SELPA

In coordination with the County Superintendent, responsible for the employment, supervision and evaluation of the SELPA Executive Director, review, approve and monitor the allocation of special education funds to Local Education Agencies (LEAs)

Adopt an operations budget for the San Luis Obispo County SELPA including regionalized services and program specialist funds at an annual cost not to exceed the available funds for such service

Approve the SELPA-wide annual budget and allocation plan for submission to the state

Approve the Annual Service Plan

Review and approve needed modification of this agreement on behalf of all districts in the SELPA.

Adopt amendments to the permanent portion of the Local Plan.

Monitor compliance as required by law

Approve other necessary agreements including but not limited to, interagency agreements, intra/inter-SELPA agreements, facility agreements and excess costs agreements

Receive recommendations from the Community Advisory Committee (CAC), Chief Business Officials (CBOs), Special Education Administrators, LEA boards, and other agencies and individuals

Decide disputes, if any, between participating LEAs that arise concerning special education related matters or related to the interpretation of the Local Plan and other agreements or policies between or among the LEAs

Legal Reference:

56205(a)(12)(D)(i-ii)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

ANNUAL SERVICE DELIVERY PLAN

SRP 19.9

The San Luis Obispo County Special Education Local Plan Area (SELPA) is required to develop an Annual Service Delivery Plan to the California Department of Education. The Governing Council shall conduct a public meeting to approve the plan. The purpose of the Annual Service Delivery Plan is to provide the public with an overview of the programs and services available with the SELPA.

The Governing Council shall adopt a policy to describe the uniform program descriptors and labels to be used in the SELPA to identify the continuum of program and service options available. Innovative service designs or the piloting of new options is encouraged. The Local Education Agency (LEA) will provide Special Education Administrators with information about changes in service delivery models to ensure all LEAs are aware of changes in service options and programs offered throughout the SELPA. The SELPA Executive Director will inform the Governing Council of changes in service options through the adoption of the Annual Service Plan.

To assure that a full continuum of program options is available in the San Luis Obispo County SELPA, the Council endorses the following goals:

- To the maximum extent possible program options in general education environments are available at local neighborhood schools
- Special education programs, to the maximum extent appropriate to student needs, are housed on regular school campuses and dispersed throughout the SELPA
- The physical location of the program facilitates continuing social interaction with nondisabled students
- Individuals with disabilities have equal access to all general education activities, programs and facilities on the regular school site and participate in those activities as appropriate to their needs

Placement outside of the above guidelines must be justified and documented.
See Section X of the Local Plan for the complete Annual Service Plan.

Legal Reference:

56205(b)(2)

Approved by Governing Council on January 9, 2009
Reviewed and Approved by Governing Council April 12, 2013
Reviewed and Approved by Governing Council on March 13, 2020

DISPUTE RESOLUTION

SRP 19.10

If a Local Education Agency (LEA) disagrees with a decision or practice of another LEA, the Special Education Local Plan Area (SELPA) office, or the Administrative Unit (AU), that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or Chair of the Governing Council, or the services of a neutral mediator from outside the SELPA. In the event the issue has not been resolved, either party may request that the issue be placed on the Governing Council agenda. The decision of the Governing Council shall be final.

Legal Reference:

56205(b)(5)

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LITIGATION

LP 19.7

Members of the SLO SELPA agree that:

1. When the SELPA and/or Regional Program Provider are named as co-litigants with a member LEA, whenever possible, they will use the student's District of Residence legal counsel. The Regional Program Provider may elect to retain separate legal counsel at their own expense. A MOU will be developed if the District of Residence and Regional Program Provider agree to use one legal counsel to ensure both LEAs are protected under attorney-client privilege.
2. Each LEA within the SELPA shall bear the legal/settlement cost of due process matters relating to their students when that LEA is the sole litigant named or when they institute a due process case.
3. When a LEA is developing a settlement agreement, only the LEA(s) present or represented by counsel may be named in the settlement agreement unless prior approval has been obtained from any other LEA.
4. Where Regional Program Provider is named as a co-litigant and it is determined that they have substantial responsibility in the matter, the involved Superintendents shall confer with each other in an effort to mutually agree on the percentage of legal/settlement cost-sharing that will take place. If the parties participate in alternative dispute resolution with the SELPA, the SELPA may make a recommendation to the parties as to their respective percentage of legal-settlement cost-sharing in the matter. Any agreement will be forwarded to the Governing Council for final recommendation.
5. If a DOR is the sole litigant named in a case involving a student enrolled in a regional program, the DOR may propose to the Regional Program Provider that the Regional Program Provider contribute to any settlement. If the parties, including the Regional Program Provider, participate in alternative dispute resolution with the SELPA, the SELPA may make a recommendation to the parties as to their respective percentage of legal-settlement cost-sharing in the matter. Any agreement will be forwarded to the Governing Council for final recommendation.
6. In cases where the SELPA is named as a co-litigant, but has no substantial responsibility in the matter, the LEA of the concerned student will bear the SELPA legal/settlement costs.
7. If a LEA is named as a litigant or files for due process in a potential precedent setting case, the LEA may request financial support from the SELPA members by submitting a proposal through the SELPA approval process.
8. If disputes arise or if a LEA or the Regional Program Provider is unable to follow the above policies, the SELPA Governing Council will be informed and make a recommendation concerning resolution.
9. No matter who filed for due process in a case, or the number of litigants named in the filing, where the potential legal/settlement costs may exceed a LEA's mandatory

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reserve for economic uncertainty (as defined in the Education Code), the LEA shall inform the SELPA Governing Council of this fact prior to any settlement. In such cases, the Governing Council will make a recommendation concerning support for the LEA at risk.

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, March 14, 2014, September 9, 2016, December 9, 2016, May 11, 2018

Reviewed and Approved by Governing Council on March 13, 2020

RESOLUTION SESSION

LP 19.8

The San Luis Obispo County SELPA and its member LEAs recognize the importance of efforts to resolve educational disputes relating to children with disabilities at the local level. In compliance with IDEA - 04, the SELPA will develop and have in place a process for conducting a Resolution Session between the parent and district that has filed for due process.

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

RESOLUTION SESSION

LAR 19.3

Within the San Luis Obispo County SELPA, when a due process filing occurs following steps will take place:

1. The involved LEA shall notify the SELPA as soon as possible.
2. The SELPA Executive Director, or designee, shall contact both parties to:
 - a. Explain the process
 - b. To gather information concerning desires and possible solutions
 - c. To schedule a resolution session within 15 days or sooner
3. The Resolution Session shall consist of:
 - a. Mediation between the two parties conducted by the SELPA Executive Director, his designee, a director from another district, or the district superintendent, or designee
 - b. The participants in this meeting shall be the parents and the director of the named LEA
 - c. Attorneys and/or advocates may attend this meeting to provide support or input to the party they represent, however, they may not participate in other manners
 - d. The LEA may not have an attorney present unless the parents have such representation
 - e. The use of caucuses by the mediator, although not required, is recommended for the resolution sessions
 - f. Either party may consult parties not present during the session
 - g. The session shall be scheduled for a minimum of three hours all, in one day. Additional time or sessions may be scheduled upon agreement of both parties
 - h. Any information shared or generated during a resolution session shall be confidential with the exception of a settlement agreement if achieved
4. Resolution Session outcomes:
 - a. If resolution can be reached, a settlement agreement will be developed and signed by both parties at the session. Each party has up to three days to void such agreement. And must notify the other party in writing
 - b. If resolution cannot be reached the SELPA shall provide the filing party with a letter noting that a resolution session has been held
5. Intent of Resolution Session:
 - a. Nothing in the resolution session process should be deemed as interfering with either party's right to due process. On the contrary, the resolution session is designed to help both parties find solutions to issues at the local level
 - b. The resolution session is viewed as a non-adversarial alternative dispute resolution process that is different, but does not interfere with any other form of dispute resolution that is available prior to a party filing for due process

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

IV. FUNDING

POLICYMAKING/METHOD OF DISTRIBUTING FUNDS

LP 20.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) shall include the method of distributing funds according to the Fiscal Allocation Plan. It shall be the policy of this SELPA to adopt the budget plan in a public meeting and include it with the Local Plan.

Legal Reference:

EC 56195.7 (i)

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

DISTRIBUTION OF FEDERAL AND STATE FUNDS

LP 20.2

The San Luis Obispo County Office of Education shall be the Administrative Unit (AU) for the San Luis Obispo County SELPA. Under the direction of the SELPA, the AU shall act as the fiscal agent authorized to receive, disburse and expend funds in accordance with the approval of the Governing Council. The SELPA Executive Director is authorized by the Governing Council to implement the San Luis Obispo County SELPA policies and specific Governing Council actions on behalf of the Governing Council and the SELPA. These responsibilities include, but are not limited to, the signing of official documents, state reports, and authorization of expenditures or distribution of funds as approved by the Governing Council.

The Governing Council shall adopt a budget calendar and all mandated budget adoption and cost accounting procedures required by law.

The SELPA, the AU and each Local Education Agency (LEA) shall establish appropriate record-keeping procedures in accordance with state and federal requirements, maintain accurate fiscal accounting records, and prepare and submit required accounting records in a manner that facilitates requisite audits by a Certified Public Accountant.

The SELPA is required to develop an Annual Budget Plan. The Governing Council shall conduct the public meeting as required. The purpose of the Annual Budget Plan is to provide the public with an overview of the resources available as allocated within the SELPA.

The Governing Council shall adopt policies to allocate and distribute funds. The following guidelines are provided to the Governing Council for such policies to develop the Annual Budget Plan for the SELPA.

ALLOCATION DISTRIBUTION GUIDELINES

All federal and state special education funds shall be allocated to the SELPA AU for distribution to LEAs according to an approved special education funding allocation plan. Any changes to the allocation of federal and state special education funds shall be made by the Governing Council.

San Luis Obispo County Special Education Local Plan Area

The Special Education Funding Reform Act of 1996 blended state apportionment, federal local assistance, property tax, and other sources for the distribution of special education funding to SELPAs.

The Governing Council shall adopt policies and regulations for the allocation of special education resources to LEAs. The intent is to assure access and availability of services to all eligible students through an equitable distribution system. The policy provides for distribution of the following funds including but not limited to:

- Distribution of state apportionment to LEAs
- Distribution of property tax to LEAs although received by the AU as payment for LEA obligations
- Distribution of federal local assistance revenue to LEAs
- Distribution of federal preschool revenue to LEAs and the SELPA operations budget for regionalized staff development and regionalized services to preschool programs
- Distribution of infant units to the SLOCOE for providing infant services
- Distribution of infant grant funding to SLOCOE for providing infant services
- Distribution of Personnel Development Grant fund to the SELPA
- Licensed Children's Institution nonpublic school reimbursement

Additional funding is generated for special education and directly received by the eligible LEA including: special education revenue limit for special day class and nonpublic school attendance including extended school year and nonpublic school excess costs.

Each LEA shall establish and maintain the appropriate accounting records in accordance with and required by state and federal laws. LEAs shall expend these funds in accordance with all state and federal laws.

Legal Reference:

56205(b)(1)

56195

56195.7(h)

56195.7(h)(4)(i)

Approved by Governing Council on March 12, 2010

Revised and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ANNUAL BUDGET PLAN

SRP 20.1

The San Luis Obispo County Governing Council shall, on behalf of the parties to the Local Plan, develop and adopt an Annual Budget Plan for Local Plan activities as required by Education Code. The budget plan shall include provisions setting forth the manner and level to which the LEAs shall be funded. The Annual Budget Plan shall also provide for the expenditure and distribution of all resources and funds under the scope of the Local Plan.

Legal Reference:

56205(A)(12)(d)(II)(11)

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ALLOCATION OF REGIONALIZED SERVICE FUNDS

LP 20.3

Regionalized services and program specialist funds shall be allocated to the Special Education Local Plan Area (SELPA) office to support regionalized services and other administrative costs of the plan in accordance with this Local Plan per approval of the Governing Council. The Governing Council shall review and adopt an expenditure plan for the utilization of these funds in accordance with Education Code.

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

SUPPLEMENTATION OF STATE/FEDERAL FUNDS

FAP 20.1

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

Legal Reference:

20 USC 1412 (a)(17)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

SUPPLEMENTATION OF STATE AND FEDERAL FUNDS

SRP 20.2

Allocation Plan: Revenue and Expenses

State and federal revenues received by the San Luis Obispo County Special Education Local Plan Area (SELPA) are equitably allocated to the Local Education Agencies (LEAs) using the adopted revenue distribution process. The SELPA funding allocation plan ensures that cost effective services are available for all students within the SELPA. The plan does not create an incentive to place students in special education programs. The plan accommodates growth and decline by individual LEAs and the addition of other special education program providers such as charter schools.

The prior year use of services and the current year SELPA-wide funding is the basis for budgeting. The plan reflects the actual costs of services used by students and each LEA is responsible for paying for services provided to their students through their federal, state, and local revenues. Some services, as noted in the allocation plan, are paid for by all LEAs in the Local Plan.

The SELPA office prepares and distributes state and federal funds according to the SELPA adopted plan.

Legal Reference:

EC 56205(a)(12)(D)(ii)(II), 56195, 56195.7(h)(4)(i)

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

MAINTENANCE OF EFFORT (MOE)

FAP 20.2

It shall be the policy of each 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.

Legal Reference:

20 USC 1412 (a)(18)

Approved by *Governing Council* on October 12, 2007

Reviewed and Approved by *Governing Council* April 12, 2013

Reviewed and Approved by *Governing Council* on March 13, 2020

MAINTENANCE OF EFFORT (MOE)

SRP 20.3

The California Department of Education (CDE) is required by law to withhold federal funds from any Local Education Agency (LEA) that does not demonstrate MOE as defined by the California Department of Education. LEAs within the SELPA that do not demonstrate MOE will not be eligible to receive federal funds and the distribution of remaining IDEA Part B funds will occur in accordance with the policies and procedures established in the local plan.

The following principles are agreed upon by the LEAs, which make up the San Luis Obispo SELPA.

LEA MOE Failure - Year One

1. LEAs within the SELPA who meet MOE. Should not gain financially because of a LEA for the first time that was not able to meet MOE.
2. Federal funds withheld from a LEA for failure to meet MOE should be used to assist the sanctioned LEA to resolve the MOE issue.

LEA MOE Failure - Year Two

1. LEAs that are noncompliant in meeting MOE for more than one year in a row will be held responsible by CDE.
2. LEAs within the SELPA who meet MOE may receive federal funds based on the current distribution formula withheld from an LEA that did not meet MOE for more than one year in a row.

LEA MOE Failure Which Causes SELPA Failure

1. During any year, if the SELPA does not meet the MOE requirement, the LEA or LEAs causing the failure will be billed by CDE for the repayment of federal funds equal to the amount by which state and local spending was reduced.
2. Any LEA held to be noncompliant and thereby receiving sanctions would be held responsible for the cost to the SELPA.

Approved by Governing Council on March 9, 2005

Reviewed and Approved by Governing Council April 12, 2013, October 9, 2015

Reviewed and Approved by Governing Council on March 13, 2020

MAINTENANCE OF EFFORT (MOE)

SRAR 20.1

The San Luis Obispo County Special Education Local Plan Area (SELPA) shall meet 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 (ref: 34 Code of Federal Regulations (CFR), sections 300.203-300.205).

The SELPA Administrative Unit (AU), as the grantee of federal funds from the California Department of Education (CDE), shall distribute all or part of the federal funds received to participating local education agencies (LEA) within the SELPA through a sub-granting process and shall annually conduct and report to the CDE the required MOE information. For the purposes of maintenance of effort, the SELPA AU is the recipient of the federal funds from CDE and is, in turn, a grantor of all or part of those funds as sub-grants to participating LEAs. The LEAs within the San Luis Obispo County SELPA shall compile and submit budget and expenditure information, including LMC-A and LMC-B reports.

The two required comparison tests are as follows:

First Comparison Eligibility Requirement – Grant-Year Budget to Prior Actual Expenditures (LMC-B)

- Each LEA will submit to the SELPA the required MOE documentation each year.
- Budgeted local or state and local expenditures must equal or exceed prior year expenditures for each LEA and for the SELPA, as a whole, subject to the federal Subsequent Years rule.
- SELPA must ensure LEA meets the eligibility comparison test before the allocations of Part B funds are made to the LEAs.

Section 1 – Each year, LEAs should record any of the exceptions listed below:

These items will reduce the amount required to meet MOE:

- The voluntary departure, by retirement or otherwise or departure for just cause, of special education or related service personnel
- A decrease in the enrollment of children with disabilities
- The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program because the child:
 - a) Has left the jurisdiction of the agency
 - b) Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or
 - c) No longer needs the program of special education
- The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities

Section 2 – LEAs that received a “meets requirement” compliance determination from CDE and have not been found to be significantly disproportionate may also reduce their MOE requirement. Under these conditions the LEA may reduce the level of local or state and local expenditures otherwise required by the LEA MOE requirement by calculating 50 percent of the increase in federal subgrant allocation received for the current fiscal year compared to the prior fiscal year and reducing the LEA’s state and local MOE requirement by that amount.

Please note: The LEA must use an amount of local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the Elementary and Secondary Education Act (ESEA) of 1965. **This amount includes any activities under Title 1, Impact Aid, and other ESEA programs.**

- The amount of funds expended by an LEA for early intervening services under 34 CFR, Section 300.226 shall count toward the maximum amount of expenditures that the LEA may reduce under this section.

Section 3 – Four MOE Test Methods to Maintain Effort

Either local or state and local funding sources are used for comparison at the SELPA level as well as for each individual LEA. In addition, the comparison may be per capita (per child with a disability, unless some other basis is permitted by the SEA for determining “per capita”). The four methods to maintain effort are:

1. The combination of state and local funds
2. Local funds only
3. The combination of state and local funds on a per capita basis
4. Local funds only on a per capita basis

If the SELPA as a whole passes the first comparison (budget vs. actual), the SELPA as a whole is eligible to receive Part B funding.

Consequences for Failure to Maintain Effort

If the SELPA fails the first comparison test (budget vs. actual), the SELPA as a whole and all of its participating members will be ineligible to receive Part B funding until budgetary revisions are made to enable the SELPA as a whole to meet MOE requirements.

If the SELPA as a whole passes the first comparison test (budget vs. actual) but one or more

individual LEA sub-grant recipients fails the first comparison test, the LEA shall have until the first principal apportionment (better known as P-1 certification) occurs to comply with MOE requirements. The P-1 certification is the first time the current year expenditure data is available. If an LEA has not rectified the problem by the date that P-1 certification is made, the SELPA will notify the CDE. The SELPA will provide the CDE with the LEA's IDEA subgrant amounts. The CDE will reduce the SELPA's grant awards by the amount of the LEAs subgrant amount.

When an LEA fails to meet the MOE test in one year, the LEA is required in subsequent fiscal years to maintain effort at the level prior to the failure. Thus, the LEA must calculate its level of effort on the most recent fiscal year in which the MOE test was met.

Second Comparison Compliance Requirement – Prior-Year Actuals vs. Second-Prior Year Actuals or the most recent year LEA met using the method (LMC-A)

- Actual local or state and local expenditures must equal or exceed prior-year expenditures, subject to the federal Subsequent Years rule.
- SELPA comparison is made after unaudited actuals data is submitted to CDE following the end of the fiscal year
- The comparison will occur annually

Section 1 - Each year LEAs should record any of the exceptions listed below:

These items will reduce the amount required to meet MOE:

- The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related service personnel
- A decrease in the enrollment of children with disabilities
- The termination of the obligation of the agency to provide a program of special education to a particular child with disabilities that is an exceptionally costly program because the child:
 - a) Has left the jurisdiction of the agency
 - b) Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or
 - c) No longer needs the program of special education
- The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities

Section 2 – LEAs that received a “meets requirement” compliance determination from CDE and have not been found to be significantly disproportionate may also reduce their MOE requirement. Under these conditions the LEA may reduce the level of local or state and

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local expenditures otherwise required by the LEA MOE requirement by calculating 50 percent of the increase in federal subgrant allocation received for the current fiscal year compared to the prior fiscal year and reducing the LEA's state and local MOE requirement by that amount.

Please note: The LEA must use an amount of local funds equal to the reduction in expenditures to carry out activities that could be supported with funds under the Elementary and Secondary Education Act (ESEA) of 1965. **This amount includes any activities under Title 1, Impact Aid, and other ESEA programs.**

- The amount of funds expended by an LEA for early intervening services under 34 CFR, section 300.226 shall count toward the maximum amount of expenditures that the LEA may reduce under this section.

Section 3 – Four MOE Test Methods to Maintain Effort

Either local or state and local funding sources are used for comparison at the SELPA level as well as for each individual LEA. In addition, the comparison may be per capita (per child with a disability, unless some other basis is permitted by the SEA for determining "per capita").

The four methods to maintain effort are:

1. the combination of state and local funds
2. local funds only
3. the combination of state and local funds on a per capita basis
4. local funds only on a per capita basis

Approved by Governing Council on June 17, 2005

Replaced by Governing Council on November 16, 2012

Reviewed and Approved by Governing Council April 12, 2013, March 11, 2016

Reviewed and Approved by Governing Council on March 13, 2020

MONITORING THE USE OF SPECIAL EDUCATION FUNDS

LP 20.4

The SELPA director and the Administrative Unit (AU) shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. Final determination and action regarding the appropriate use of special education funds shall be made by the Governing Council through the annual budget plan process and reflect the principles and policies of the adopted Fiscal Allocation Plan.

Approved by Governing Council on March 12, 2010

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

UTILIZATION OF MEDI-CAL FUNDS BY A LEA

LP 20.5

Each LEA participating in Medi-Cal billing shall establish a Medi-Cal Consortium to make decisions for the utilization of the funds. The Medi-Cal Consortium, which consists of parents, community members, agency staff, teachers, and program administrators, prioritizes the additional needs that a LEA staff present, and makes the final decisions regarding expenditures.

Decisions are made by consensus whenever possible. When not possible, majority vote is used to decide an issue.

Approved by Governing Council on March 12, 2010

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ROLE OF CHIEF BUSINESS OFFICIALS (CBOS)

LAR 20.1

Proposals should move forward to the Governance Council after review by CBOs. The Governance Council will accept certain recommendations without approval of CBOs. Concerns and questions should be noted. Unapproved items can be sent back to requestor for clarification.

Approved by Governing Council on February 10, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council May 18, 2018

Reviewed and Approved by Governing Council on March 13, 2020

DISTRIBUTION OF OUT OF HOME CARE FUNDS

LAR 20.2

Funds received from the State for out of home care shall be distributed to the LEAs based upon the State's figures and allocation formula for those funds.

Approved by Governing Council on February 10, 2006

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

V. COMPLIANCE AND INTERAGENCY

INTERAGENCY

FAP 21.1

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

Legal Reference:

20 USC 1412 (a)(12)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LOCAL COMPLIANCE

LP 21.1

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

The Local Plan will be reviewed and updated annually if necessary. Updates will be approved by the Governing Council in an open meeting.

Legal Reference:

EC 56205(a)(11)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LOCAL COMPLIANCE ASSURANCES

FAP 21.2

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

Legal Reference:

20 USC 1412 (a)(11)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

LOCAL COMPLIANCE ASSURANCES

FAAR 21.1

The Local Education Agencies (LEAs) within the San Luis Obispo County Special Education Local Plan Area (SELPA) shall establish and implement, with respect to actions regarding the identification, evaluation, or educational placement of persons who, because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes records, an impartial hearing with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. Compliance with 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.

The LEAs within San Luis Obispo County SELPA recognize the need to identify and locate every qualified person with a disability residing within the LEA who is not receiving a public education and take appropriate steps to notify those persons and their parents or guardians of the LEAs duties under Section 504 of the Rehabilitation Act of 1973. Specifically, the LEA shall make efforts to identify students with physical and/or mental impairments which substantially limit a major life activity in order to provide those students with appropriate educational opportunities. Major life activities include, but are not limited to seeing, hearing, speaking, walking, breathing, learning, working, caring for oneself, and performing manual tasks. The LEA's governing board further adopts a policy of nondiscrimination in provision of educational services. Eligible students with disabilities under this act between the ages of 3 and 21 who have not graduated are covered by these procedures.

The LEAs recognize that special procedures and guidelines may be necessary when disciplining an identified 504 student in order to ensure that the student is not disciplined for conduct which is caused by his or her disability. Parents or guardians who allege that the LEA has violated the provisions of Section 504 may:

1. File a complaint with the LEAs Section 504 coordinator, who will investigate the allegations to the extent warranted by the nature of the complaint in an effort to reach a prompt and equitable resolution; or
2. File a complaint with the Office of Civil Rights

Federal and state law requires the California Department of Education (CDE), as the State Education Agency (SEA), to enforce local compliance with laws guaranteeing children with disabilities a free appropriate public education (FAPE) (20 U.S.C Section 1412 (a)(11); 34 CF.R. Section 300.600; Ed. Code Section 56000). CDE has established a process to monitor complaints and timelines associated with complaints through individual compliance complaint investigations, the coordinated compliance review (CCR), and the quality assurance process (QAP). A complaint investigation is a formal inquiry required by federal and state law when it is alleged that a public education agency has not followed a special education law or regulation. An investigation is required when it is

alleged that:

- A due process final decision has not or is not being implemented
- The health, safety, and welfare of a student or students are of concern
- Federal law (Part B of IDEA) is not being followed
- The student's Individualized Education Program (IEP) is not being implemented as written
- A public agency, other than the Local Education Agency (LEA), has failed or refused to comply with an applicable law or regulation relating to the provision of FAPE to students with disabilities (Government Code Section 7570),

The LEAs within the San Luis Obispo County SELPA will follow the timelines and processes established by the CDE as it relates to compliance issues. Upon receipt of a complaint, the LEAs will within the 10-day timeline for local resolution (if appropriate):

1. Contact the CDE complaint investigator to clarify the complaint and to negotiate the local findings needed to clear the complaint
2. Contact the parent to clarify the issues
3. Conduct a fact finding process on the case related specifically to the complaint allegations (determine what will need to be reviewed: IEP, assessment plan, site logging procedure for referral, timelines for assessment/IEP, etc.)
4. Conduct a local investigation

If a complaint is filed, the following steps should be followed:

1. The LEA will attempt to negotiate a resolution to the issues identified in the complaint document if the complaint is not settled by the ninth day of the ten-day timeline
2. The LEAs within San Luis Obispo County SELPA will contact the CDE (verbal or written communication) and provide an update as to the status of the case
3. The LEA will attempt to secure a timeline extension with the parent in order to continue a negotiated resolution at the local level
4. The LEA will provide CDE a copy of the written time extension. The LEA will request that CDE approve the timeline extension.
5. The LEA will receive written communication from CDE with a copy to the parent of the agreements related to extending the timeline in order to continue to resolve the issues at the local level

1

If the LEA and parent are able to resolve the issues identified in the complaint document:

1. The LEA will use the CDE provided complaint resolution form and record information gathered in the investigation, resolution achieved, obtain appropriate signatures, fax and send hard copies of the report to the CDE investigator

If no resolution is reached due to (but not limited to) the following:

San Luis Obispo County Special Education Local Plan Area

1. LEA investigation findings do not substantiate the parent's complaint allegations.
2. LEA and parent are unable to find a "win-win" resolution to the allegations substantiated in the investigation
3. LEA and special education service provider are not able to negotiate a resolution

The LEA contacts CDE to notify that no resolution can be reached; the CDE will conduct their own investigation and provide both parties with their findings.

If the LEA disagrees with the CDE findings or concessions, they may choose not to sign the Report of Complaint Resolution, implying continued CDE investigation. If the LEA agrees with CDE findings and signs the document, the LEA will insure that the findings are cleared within the timelines agreed to by the LEA.

LEAs acknowledge their responsibility and liability to their SELPA LEA members by following federal and state laws and time lines related to the filed complaint. LEAs recognize that any prolonged and substantial noncompliance, determined through CDE monitoring or investigation, may result in CDE imposed sanctions that may have a negative effect on the SELPA or the LEA member of the San Luis Obispo County SELPA.

The SELPA Executive Director will inform the Governing Council, at a public meeting, of a LEAs prolonged and substantial noncompliance. The item will be placed on the public meeting agenda.

The Governing Council may:

1. Provide a directive to the LEA through an action
2. Ask the Administrative Unit Superintendent to mediate with one or all parties

Approved by Governing Council on October 12, 2007

Revised and Approved by Governing Council on September 9, 2011

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

DATA

FAP 21.3

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

Legal Reference:

20 USC 1418 a-d

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

COORDINATED SYSTEM INTERNAL PROGRAM REVIEW

LP 21.2

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

Role of the SELPA Governing Board: The SELPA Governing Board shall be responsible for adopting policies relating to the Local Plan, evaluating the special education plan yearly in order to insure that all students with disabilities are being served, and adopt the SELPA Budgets and Service Plans.

Role of the Program Specialist: The Program Specialists shall provide direct instructional support/teacher coaching and modeling and coordination of curricular resources; academic, social-emotional, and behavior, to assist with educational accountability.

Role of the SELPA Executive Director: The SELPA Executive Director will provide technical assistance, professional learning opportunities, compliance and monitoring support, consultation on the plan as requested, or as determined appropriate, and meet regularly with LEA special education administrators to monitor implementation of the local plan.

Role of the LEAs: The LEAs will determine their needs for curriculum development and alignment with the core curriculum as well as for professional development, and regularly review policies and procedures with staff for implementation of the local plan.

Legal Reference:

EC 56600

EC 56205(a) (12) (D) (ii) (iv)

Reviewed and Approved by Governing Council on March 13, 2020

ANNUAL PERFORMANCE REPORT MEASURES SPPI

LAR 21.1

San Luis Obispo County SELPA shall comply with California Department of Education (CDE) student data reporting requirements used to generate the State Performance Plan Indicator (SPPI) report for each LEA. SELPA shall compile LEA data for a report each year as required by CDE. The state collects data from LEAs multiple areas, and has set target criteria for quality performance which districts must meet. Based on CDE SPPI reports, the LEAs shall monitor areas of need which are identified by CDE. The Indicators are:

1. **Graduation Rate.** Calculates the percentage of all exiting students in grade 12 who graduate from high school with a regular diploma.
2. **Dropout Rate.** Calculates the percentage of all students in grades 7 and higher who exit special education by dropping out of school.
3. **Assessment.** Calculates results of STAR testing scores to meet the requirements of No Child Left Behind (NCLB) legislation:
 - A. The district met all the requirements for Adequate Yearly Progress
 - B. At least 95% of the special education students were tested in Math and English Language Arts
 - C. The percent of students scoring proficient or advanced on the assessments met the district target percentage
4. **Suspension/Expulsion.** Calculates the percentage of special education students who were suspended or expelled for more than 10 days in a school year.
 - A. Overall
 - B. Race/ethnic disproportion exists among students who were suspended or expelled for more than 10 days
5. **Least Restrictive Environment (LRE).** Calculates the amount of time students ages 6 to 22 receive special education services in settings apart from their non-disabled peers.
 - A. Out of regular class less than 21% of the time. This percentage should be increasing from year to year.
 - B. Out of regular class more than 60 % of the time. This percentage should be decreasing year to year.
 - C. Separate facility. Students served in a facility that educates only students with disabilities. This percentage should decrease from year to year.
6. **Preschool LRE.** Calculates the percentage of preschool students (ages 3 to 5) who receive their services in various settings:
 - A. Attending a regular early childhood program
 - B. Attending a special education program only
 - C. Not attending a general education or special education program
7. **Preschool Assessment.** Calculates the progress of preschool students (ages 3 to 5) in three areas:
 - A. Positive social-emotional skills
 - B. Acquisition and use of knowledge and skills
 - C. Use of appropriate behaviors to meet their needs in each area, growth is measured in levels of achievement, rather than in percentages or standard scores.
8. **Parent Involvement.** Calculates the percent of parents of children in special education

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- reporting that schools facilitated their involvement as a means of improving services and results.
9. **Disproportional Representation Overall.** Indicates whether there is racial or ethnic disproportionality among students ages 6-22 which may be due to policies, procedures or practices.
 10. **Disproportional Representation by Disability.** Indicates whether or not there is racial or ethnic disproportionality that is the result of inappropriate identification.
 11. **Eligibility Evaluation.** Calculates the percent of children ages birth to 22 whose eligibility for special education was determined within 60 days of receipt of parental consent for evaluation. This value should be 100%.
 12. **Transition from Part C to Part B.** Calculates the percent of students age three who received special education under Part C, were referred for assessment for special education and found eligible under Part B, and had an IEP developed before their third birthday. This value should be 100%.
 13. **Secondary Transition.** Calculates the percent of children ages 16 and above whose IEPs include coordinated, measurable annual IEP goals and transition services. This value should be 100%.
 14. **Post-school Outcomes.** Calculates the percent of high school age children who are competitively employed, enrolled in a post secondary school, or both, within one year of leaving high school.

In addition, the CDE collects data from the Office of Administrative Hearings and the Complaints Management Unit on the handling of disputes for another six performance indicators (Indicators # 15-20). In the categories in which data is collected, LEAs that fail to meet their targets for improvement may be the subject of required corrective actions and on-site reviews that can result in sanctions.

Legal Reference:

EC 30 56195.7 (c)(6)

Approved by Governing Council on November 19, 2010

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PERFORMANCE GOALS AND INDICATORS

FAP 21.4

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

Legal Reference:

20 USC 1412 (a)(15)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PERFORMANCE GOALS AND INDICATORS

LP 21.3

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) to comply with the requirements of the performance goals and indicators developed by the state, and provide data as required by the state.

Legal Reference:

EC 56138

EC 56205 (a)

20 USC 1412 (a)(16)

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PREPARATION AND TRANSMISSION OF SELPA REPORTS

SRP 21.1

California Department of Education (CDE) requires each SELPA to collect specified data and to transmit it.

The San Luis Obispo County SELPA shall collect, prepare and submit all information required by the CDE, Special Education Division including statistical data, program information and fiscal information related to the programs and services for children with disabilities in the SELPA in accordance with established timelines.

The SELPA implements a data collection and storage system that provides for the management and reporting of required data for state and federal systems. The SELPA coordinates with California Longitudinal Pupil Achievement Data System (CALPADS) to collect and report all required data related to special education program services, and to provide other pertinent information.

The SELPA staff supports the LEAs in the collection and reporting of required information including data related to compliance, due process procedures, availability of services, performance indicators, etc. The SELPA staff provides support for a system which is responsive to the data needs of the LEAs and implements a continuous improvement model of data collection.

Legal Reference:

EC 56836.23

Reviewed and Approved by Governing Council on March 13, 2020

COORDINATION WITH OTHER LOCAL AGENCIES

LP 21.4

Provision of Services from Other Agencies

The Local Education Agency (LEA) is responsible for obtaining all services and service providers as required in the Individualized Education Program (IEP). The LEA shall monitor the statutory timelines to ensure that services are provided without delays.

Procedures for Obtaining Related Services Provided by Another Agency

San Luis Obispo County Special Education Local Plan Area (SELPA) has interagency agreements with California Children’s Services (CCS) and Tri-Counties Regional Center (TCRC). CCS provides occupational therapy and physical therapy when it is medically necessary and meets eligibility criteria. TCRC provides various support services to eligible clients based on an application process.

Assurance of Services When Another Agency Fails to Provide Related Services

When another agency providing a related service fails to provide the service listed on the IEP, the LEA is responsible and shall provide the service in accordance with an IEP, unless otherwise provided by law, without a disruption in service, and at no cost to the parent. The LEA would then have the option of seeking reimbursement from the agency through due process.

Agency Participation in an IEP Which Addresses Post Secondary Transition

Section 300.21 (b)(3) states:

“To the extent appropriate, with the consent of the parents or a child who has reached the age of majority, in implementing the requirements of paragraph (b)(1) [*Transition services participants*] of this section, the public agency must invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.”

- a. LEAs shall invite potentially responsible participating agencies to most IEPs that relate to transition.
- b. LEAs shall obtain consent from the parents/student prior to inviting possible responsible agencies.
- c. LEAs shall document:
 - Attempts to gain permission from the parents/student to invite possible participating agencies.
 - Invitation of participating agencies.

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Legal Reference:

EC 56195.7 (d-g)

EC 56205(a)

IDEA Regulation Section 300.21 (b)(3)

Approved by Governing Council on June 18, 2004

Revised and Approved by Governing Council on November 19, 2010, September 9, 2011,
April 12, 2013

Revised and Approved by Governing Council on March 13, 2020

AGREEMENT CONCERNING CALIFORNIA CHILDREN'S SERVICES (CCS)

LP 21.5

Special Education Local Plan Areas (SELPA) or County Office of Educations (COEs) are required to provide space within educational settings for medical treatment provided by CCS. This requirement finds its basis in state law, state interagency agreement, and our local plan.

The LEAs of SELPA agree upon the following:

1. Operational costs of CCS shall be a SELPA function
2. Cost incurred by the SELPA for support of CCS should be distributed to the LEAs in an equitable manner
3. LEAs that provide support (such as building, utilities, maintenance, and/or cleaning) for any CCS programs should be able to claim reimbursement through the SELPA based on the approved Fiscal Allocation Plan.
4. Any changes in the location of CCS facilities should occur based upon the agreement noted in #3

Approved by Governing Council on June 17, 2005

Revised and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PART C – EARLY INTERVENTION SERVICES

FAP 21.5

It shall be the policy of each Local Education Agency (LEA) to submit the Part C Local interagency agreements to the state as part of the Annual Service Plan.

Legal Reference:

56205(b)(3)

56429

14 GC 95000 et. seq.

17 CCR 52000-52175

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PART C – EARLY INTERVENTION SERVICES

LP 21.6

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) to maintain the Part C (Infant) interagency agreement with the Tri-Counties Regional Center and to submit a description of programs and services as part of the annual service plan to the state as required.

Legal Reference:

EC 56205 (b)(3)

EC 56429

14 GC 95000 et. seq.

17 CCR 52000-52175

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PART C – TRANSITION

FAP 21.6

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

Legal Reference:

20 USC 1412 (a)(9)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PART C – TRANSITION TO PRE-SCHOOL

LP 21.7

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) that children participating in Early Intervention Programs (IDEA, Part C) and who will participate in preschool programs (IDEA, Part B) experience a smooth effective transition between these programs.

Legal Reference:

EC 56205 (a)(9)

EC 56426.9

EC 56429

17 CCR 52140

20 USC 1412 (a)(9)

20 USC 1431

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

VI. SERVICE DELIVERY OPTIONS

PRIVATE SCHOOLS

FAP 22.1

It shall be the policy of each 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.

Legal Reference:

20 USC 1412 (a)(10)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PRIVATE SCHOOLS

FAAR 22.1

The identification, referral, assessment and eligibility criteria processes are the same for private school students as for public school students and will be provided by the student's Local Education Agency (LEA) of residence and public school of attendance.

The students enrolled in the private school programs by their parents are afforded the amount expended for the provision of those services by a LEA equal to a proportionate amount of federal funds made available under Individuals with Disabilities Education Act (IDEA), Part B. Each LEA understands that it is not required to spend state or local funds on such services nor to provide services above the annual Special Education Local Plan Area (SELPA) allocation.

Legal Reference:

EC 56205(a)(10)

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS
LP22.1**

It is the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) to ensure that school districts locate, identify, and evaluate all children ages 3-22 with disabilities enrolled by their parents in private schools, including religious schools, who may be eligible for special education services. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children voluntarily enrolled in private school by their parents.

It is also the policy of San Luis Obispo County SELPA for Local Education Agencies (LEAs) to offer a free appropriate public education (FAPE) to students with disabilities ages 3-22 residing in the jurisdiction of the LEAs, whether or not the children are attending a public school. Compliance with this policy and its procedures is intended to ensure evidence of compliance with all federal and state laws and regulations concerning children so identified.

Legal Reference:

EC 56170

EC 56205 (a)

34 CFR. 300.454 et. seq.

20 USC Section 1412(a)(10)(A-C)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS
LAR22.1**

The following procedures must be followed by all school districts within the San Luis Obispo County SELPA to ensure that school districts:

- Locate, identify, and evaluate all children ages 3 - 22 with disabilities enrolled by their parents in private schools who may be eligible for special education services
- Offer a free appropriate public education (FAPE) to all children ages 3 - 22 with disabilities enrolled by their parents in private schools who are determined to be eligible for special education services.

A. Definitions

1. For the purpose of this policy, “private school children” means children found eligible for special education services enrolled by their parents in private schools or facilities when the provision of FAPE is not an issue.
2. District of Residence, (DOR): As used in this policy, the district of residence refers to the school district within which boundaries the child with a disability resides.
3. District of Service (DOS): As used in this manual means the LEA where private school services are received.

B. Child Find

The San Luis Obispo County SELPA will undertake the following child find activities with regard to private school children ages 3-22.

1. Annual written notification shall be provided to private schools for dissemination to administrators, teachers, parents, and students. This notification shall include, but not be limited to, criteria for special education eligibility and special education referral procedures under federal and state laws and regulations. The LEA special education contact person will provide information to private schools regarding the student study team process and early intervention services.
2. The San Luis Obispo County SELPA will ensure that child-find activities undertaken for private school students are comparable to activities undertaken for children ages 3 - 22 with disabilities in public schools.
Child Find activities will include consultation with appropriate representatives of private school children ages 3 - 22 with disabilities regarding how to carry out such activities.

C. Special Education Referral

1. Students are referred to special education evaluation only after the resources of regular education have been considered and, where appropriate, utilized.
 - a. Prior to any special education referral for assessment, SELPA policy requires that each school site, public or private, implement a student study team (or equivalent process) to determine whether the student’s needs can be met with regular education resources. A parent or educator has the right to request assessment when they suspect the child may have a disability.

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2. a. The student study team process may include, but is not limited to, recommendations for accommodations, changes in environment, and behavior support in the regular classroom. Recommendations must be implemented and results documented prior to recommendation for a special education referral for assessment. LEA staff may consult or participate with the private school in scheduling the student study team.
 - b. The student study team process does not modify the legal timeline if the parent makes a written request for assessment.
- D. Assessment
1. If regular education strategies have not been successful for the private school student, and the parent chooses to proceed with a request for special education evaluation, the LEA where the private school is located will insure the development of an assessment plan with the parent and the completion of the multi-disciplinary assessment to determine eligibility for special education services in a public school. (34 CFR 300.131) Within the SLO SELPA only, “insure the development of an assessment plan” is understood to mean “insure the DOR develops an assessment plan.”
 2. All referrals and evaluations shall be completed and an Individualized Education Program (IEP) meeting shall be scheduled within legal timelines.
- E. IEP team meeting
1. The LEA of residence shall convene the initial IEP team meeting. If an IEP team determines that a private school child is eligible for special education services, the LEA shall offer FAPE by developing an IEP to meet the individual needs of the student.
 2. If the student’s parents have informed the district of residence in writing that they enroll or continue to enroll the student in a private school without consent, referral or payment of by the district of residence, and they are not interested in an IEP then the district of residence is not required to develop an IEP.
 3. If, after being offered FAPE, the parent declines public education, an Services Plan (SP) shall be developed by the LEA of service, including a statement that the parents have declined FAPE in the district and have unilaterally elected to place their child in a private school or
 4. If an SP is developed, the LEA of residence will annually inform parents of their child’s right to FAPE within the public school. If the parents decline this offer, the SP will be reviewed and continued if appropriate by the LEA of service.
 5. The student’s eligibility for special education will be re-evaluated every three years by the LEA of residence.
- F. Proportionate Share
1. Pursuant to federal and state law and regulations, the San Luis Obispo County SELPA shall spend a proportionate share of federal funds for special education purposes for parentally placed private school children ages 3 - 22 with disabilities eligible for special education services.

The San Luis Obispo County SELPA will consult yearly with representatives of private school children with disabilities (including private school administrators, teachers, parents and students) regarding SP

services based on the procedures delineated in the SELPA Procedures Manual.

G. Assistive Technology

1. Pursuant to this policy, any device or service purchased by an LEA or the San Luis Obispo County SELPA shall not be available for use in a private school nor will any such device be purchased with public funds for a private school student.

H. Dispute Resolution

1. Pursuant to federal regulations, parents are not entitled to a due process hearing with the California Office of Administrative Hearings involving disputes over the contents of the SP, their quality, or their implementation. Parents of private school students are encouraged to utilize the SELPA Alternative Dispute Resolution process for issues concerning identification and placement.
2. Disputes regarding whether a school district made a FAPE available to the child (as well as the initial location, identification, and assessment of parentally placed private school children with disabilities) may be resolved pursuant to local policies and procedures and/or by filing a request for due process hearing with the Office of Administrative Hearings.
3. No school district is required to pay for the cost of educating a child with a disability at a private school (including special education and related services) if the parents unilaterally elected to place the child in a private school when FAPE is not an issue.
4. No parentally placed private school child with a disability has an individual legal right to receive some or all of the special education and related services that he/she would receive if enrolled in a public school.
5. Disputes regarding this policy and procedures may be resolved pursuant to local uniform complaint procedures, and/or by filing a complaint with the California Department of Education pursuant to Title 5 of the California Code of Regulations Section 4600 et. seq.

Legal Reference:

EC 56303

EC 56175

Revised and Approved by the Governing Council on September 4, 2009, February 10, 2012

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION
LP 22.2**

If agreement is reached by the Individualized Education Program (IEP) team that no appropriate public education program is available to serve the individual with a disability, contracts may be made with state certified nonpublic, nonsectarian schools or agencies to provide such facilities and services.

The Special Education Local Plan Area (SELPA) will assure that the protection of rights and procedures for identification, screening, referral, assessments, instructional planning, implementation, and review will apply in contracting with nonpublic, nonsectarian schools.

Procedures specified in law shall govern the selection of appropriate nonpublic, nonsectarian school or agency services.

Neither the Administrative Unit nor any other Local Education Agency (LEA) within the SELPA will place special education pupils in nonpublic, nonsectarian schools/agencies without the knowledge and concurrence of the district of residence, which shall be responsible for assuming the cost.

Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its pupil(s) in such schools on, at least, an annual basis as part of the annual IEP review. Prior to placement of a pupil, the LEA/SELPA that enters into a master contract with an NPS shall conduct an onsite visit if the LEA does not have any pupils enrolled at the school at the time of placement. The LEA representative shall review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided. Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the students to determine if they are making appropriate educational progress. The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for assessing pupil progress. The LEA may choose to administer additional assessments as necessary, with parent consent, to determine whether the pupil is making appropriate educational progress. The NPS is to include in its certification application documentation that it will train staff who will have contact or interaction with pupils during the school day as well as information regarding the credentials/degree/license and experience of the administrator of the NPS. The SELPA can act as a liaison between the NPS and placing agency/LEA to support supervision and monitoring to:

- Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results
- Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program are necessary, including whether the pupil may be transitioned to a public school setting.
- Monitor progress toward attaining graduation or a certificate of completion.

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Legal Reference:

EC 56195.7(e)

EC 6200(j)

EC 56205(c)

EC 56366

Approved by Governing Council on June 18, 2004

Revised and Approved by Governing Council: April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION
LAR 22.2**

Placement and Services

Contracts with a state certified nonpublic, nonsectarian school or agency shall be made on San Luis Obispo County SELPA master contract templates/forms and shall include an individual services agreement negotiated for each student. Individual services agreements shall be for the length of time for which nonpublic, nonsectarian school or agency services are specified in the student's IEP, not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP.

The SELPA will make and document its efforts to locate appropriate nonpublic, nonsectarian school programs within the state before contracting with a nonpublic, nonsectarian public school out of state.

The master contract shall specify the general administrative and financial agreements between the nonpublic, nonsectarian school or agency and the district to provide the special education and designated instruction and services, as well as transportation specified in the student's IEP. The administrative provisions of the contract shall also include procedures for record-keeping and documentation, and the maintenance of school records by the contracting district to ensure that appropriate high school graduation credit is received by the student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school.

The master contract shall include a description of the process being utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools or agencies. This description shall include a method for evaluating whether the student is making appropriate educational progress.

The superintendent or designee of an elementary school district shall notify a high school district of all students placed in nonpublic school or agency programs prior to the annual review of the IEP for each student who may transfer to the high school district.

When a special education student meets the California state requirements for a diploma, and the district of service graduation requirements for completion of prescribed course of study, or if appropriate, modified graduation requirements specified in the student's IEP, the district which developed the IEP shall award the diploma. Any student enrolled at Vicente Day Treatment Program at the time of graduation shall meet the graduation requirement of the district of residence.

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Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the LEA, County Office of Education (COE) or SELPA's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California.

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the superintendent of public instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California.

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California.

Students meeting Emotionally Disturbed (ED) eligibility requirements and receiving residential placement services have an IEP to monitor progress every six (6) months.

Legal Reference:

EC 56366

EC 56365

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**SERVICES TO HOSPITAL, FOSTER FAMILY HOMES/LICENSED CHILDREN'S
INSTITUTION & JUVENILE COURT SCHOOL STUDENTS LP 22.3**

The San Luis Obispo County Special Education Local Plan Area (SELPA) has made provisions for service delivery to hospitalized individuals with disabilities, individuals in Licensed Children's Institutions (LCIs), foster homes, and individuals in the juvenile court system.

The Local Education Agency (LEA) in which the hospital, foster home or LCI is located is responsible for providing the service. The sending district shall cooperate in sending pertinent school records to the LEA.

Special education programs and services for individuals with disabilities who have been adjudicated by the juvenile court for placement in juvenile hall or juvenile home, community school, ranch or camp shall be provided by the San Luis Obispo County Office of Education (SLOCOE). Initial assessments shall be conducted by the district of residence in coordination with SLOCOE. SLOCOE will be responsible for academic assessment. Other portions of the reassessment will be determined between COE and the LEA.

Home instruction is available through local districts of residence and the SLOCOE for those students having an Individualized Education Program (IEP), which states that this service option is needed.

Legal Reference:

EC 56195.7 (d-g)

Approved by Governing Council on June 18, 2004

Revised and Approved by Governing Council on November 19, 2010; April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

SERVICES TO ADULT STUDENTS IN COUNTY JAIL FACILITIES

LP 22.4

Free Appropriate Public Education (FAPE)

Every individual with exceptional needs who is eligible to receive special education instruction and related services under the Individuals with Disabilities Education Act (IDEA) and state special education laws, shall receive that instruction and those services at no cost to his or her parents or, as appropriate, to him or her. A FAPE shall be available to individuals with exceptional needs in accordance with Section 1412(a)(1) of Title 20 of the United States Code and Section 300.101 of Title 34 of the Code of Federal Regulations.

Eligible Adults

Adults who are aged 18 through 21 years, who have not graduated with a high school diploma, who, at the time they turned 18 years were identified as an individual with exceptional needs and had an individualized education program (IEP) under the IDEA, are also entitled to a FAPE (hereinafter, “eligible adults”). (See 20 U.S.C. § 1400 (d)(1)(A), (B), (C); 20 U.S.C. § 1412(a)(1)(A); Cal. Educ. Code, §§ 56000, 56026(c)(4).) This applies to adults incarcerated in California adult jails and prisons. However, an individual, aged 18 through 21 years, who, in the educational placement prior to his or her incarceration in an adult correctional facility was not identified as an individual with exceptional needs or did not have an IEP under the IDEA, is not entitled to a FAPE. (20 U.S.C. § 1412(a)(1)(B); Cal. Educ. Code, § 56040(b).)

District of Residence

For eligible adults who prior to reaching the age of majority resided within the San Luis Obispo County SELPA geographic boundaries, the applicable local educational agency (LEA) within the SELPA shall ensure they have available to them a FAPE. If the parent relocates to a new district of residence, the new district of residence shall become the responsible LEA. If the student is conserved, the residence of his or her conservator shall control. (Cal. Educ. Code, § 56041)

Individualized Education Program

It is the responsibility of the incarcerated student to request a review of their special education services. Once the LEA is informed that one of its residents is an eligible adult incarcerated at San Luis Obispo County Jail and the student has requested a review of their IEP, the designated LEA will arrange to review the individual’s IEP as necessary, subject to the cooperation of the correctional facility where the student is located.

The LEA will determine within 30 days whether the qualified individual requires a FAPE and if so will ensure that the qualified individual is provided a FAPE pursuant to the IDEA and corresponding

California special education law. To receive special education services while incarcerated, the student must consent to the receipt of such services such as but not limited to transition services, specialized academic instruction and other services as determined by the IEP team. The student may revoke their consent for special education services at any time.

Limitations

The following special education requirements do not apply to eligible individuals who are convicted as adults under State law and incarcerated in adult prisons:

1. The requirements set out in 20 U.S.C. § 1412(a)(16) and 20 U.S.C. § 1414(d)(1)(A)(i)(VI) (relating to participation in general assessments) do not apply. Eligible individuals convicted as adults under State law and incarcerated in adult prisons are exempted from participation in State and district-wide assessment programs under the IDEA.
2. The requirements of items (aa) and (bb) of 20 U.S.C. § 1414(d)(1)(A)(i)(VIII) (relating to transition planning and transition services), do not apply with respect to such individuals whose eligibility under the IDEA will end, because of their age, before such individuals will be released from county jail.
3. If an individual with a disability is convicted as an adult under State law and incarcerated in an adult county jail, the individual's IEP team may modify the individual's IEP or placement notwithstanding the least restrictive environment (LRE) requirements of 20 U.S.C. § 1412(a)(5)(A) and the IEP contents requirements of 20 U.S.C. § 1414(d)(1)(A) if there is a bona fide security or compelling penological interest that cannot otherwise be accommodated.

Legal Reference:

20 U.S.C. § 1414(d)(7)

34 C.F.R. §§ 300.102, 300.324(d)

Cal. Educ. Code, §§ 56040-56041

Cal. Gov. Code, § 7579(d)

Letter to Yudien, 39 IDELR 270, 103 LRP 37913 (OSEP 2003)

Approved by Governing Council on November 10, 2011

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CHARTER SCHOOLS

SRP 22.1

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

Legal Reference:

E.C. 56207.5(a-c)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CHARTER SCHOOL

LP 22.5

**PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS
VOLUNTARILY ENROLLED IN CHARTER SCHOOLS**

A. Rationale

This policy applies to all charter schools that are chartered by Local Educational Agencies (LEAs) located within the San Luis Obispo County Special Education Local Plan Area (SELPA). Students enrolled in charter schools are entitled to special education services provided in a like manner to students enrolled in other public schools. Charter schools within the SELPA shall comply with applicable requirements of state and federal law regarding provision of special education services (Education Code Section 56000 et. seq., Individuals with Disabilities Education Act 20 U.S.C. ' 1400 et seq.). Additionally, this policy applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA [Education Code 47605 (k)(1)]. A charter school shall not discriminate against any pupil in its admission criteria on the basis of disability.

B. Policy Statement

Special education and related services shall be provided to all eligible individuals within the San Luis Obispo County SELPA in accordance with this Local Plan. Students enrolled in charter schools chartered within the SELPA shall receive services in the same manner as students enrolled in member districts within the SELPA. Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the category of the individual charter school.

For the provision of special education services, charter schools may be categorized as either a “public charter school” within a district or a separate LEA. All approved charter schools will be deemed public schools within a district unless the charter school has been designated as an LEA in its charter and has been approved by the Governing Council, which includes the County Superintendent of Schools.

Charter schools should delineate in their petition or a Memorandum of Understanding (MOU) the entity responsible for providing special education instruction and services. This document should reference any anticipated transfer of special education funds between the granting entity and the charter school and any provisions for sharing deficits in funding.

C. SELPA Involvement with Approval and Renewal of Charters

Prior to approval or renewal of an existing charter, the superintendent or designee of the chartering LEA may consult with the SELPA Executive Director regarding the category of the charter school. The chartering LEA will provide assurances that all eligible students enrolled in the charter school will receive appropriate special education services in accordance with applicable state and federal laws and regulations as well as the Local Plan.

The petition must provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services. In compliance with Education Code Section 47605, each charter petition must contain a reasonably comprehensive description of the charter school's educational program. This section should include descriptions of special education services, including the following:

- The procedures for ensuring that students are referred, assessed and served in a timely manner
- Assurances that staff members providing special education services are appropriately credentialed
- Assurances that the facility used by the LEA does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular program
- Disenrollment, suspension and expulsion policies and procedures must provide that the due process protections of federal and state law are afforded to special education and 504 eligible students
- Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school

D. Categories of Charter Schools

For the purposes of provision of special education services, charter schools shall be deemed either a public school within the chartering district or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed public schools within the chartering entity until the charter school has been deemed a LEA following this policy and the Local Plan for special education.

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

CHARTER SCHOOL

LAR 22.3

A. Public School within a School District or County Office

1. Charter schools that are deemed to be public schools within a district or county office will participate in state and federal funding in the same manner as other schools or programs within the chartering LEA. The chartering entity will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The chartering LEA will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.
2. The chartering LEA will:
 - a. Receive all applicable special education funds generated by combined district and charter school enrollment and special education pupil counts. Funds will be allocated in the manner specified by the SELPA allocation plan.
 - b. Represent the needs of the charter school in the SELPA governance structure.
 - c. Receive a per-pupil contribution from the charter school equal to the charter school's equitable share of special education encroachment. District-wide special education encroachment will be determined as follows:

To the extent that district-wide (including charter school) special education and related services costs exceed district-wide (including charter school) special education funding, the excess cost shall be charged to the charter school on a prorated basis. The proration shall be based on the number of students enrolled in the charter school compared to district-wide enrollment.
 - d. Be responsible for ensuring that all eligible students enrolled in the charter school are appropriately referred, assessed, and served in a timely manner without regard for the location in which the student may reside.
 - e. Be responsible for procuring and funding appropriate special education services.

The chartering entity and the charter school are encouraged to enter into business agreements or MOU related to the provision of a full continuum of special education services, transportation, services to students with low incidence disabilities, provision of related services, liability, indemnification, funding and fiscal responsibility³.

However, the chartering entity may not condition granting a charter on a provision that the charter school must become an LEA. Nor may the chartering entity refuse to grant a charter school petition or renewal solely because the charter might enroll pupils with disabilities who reside in another SELPA (EC 476467).

B. Charter School as an LEA within the SELPA

A charter school that includes in its petition for establishment or renewal, or that otherwise provides verifiable written assurances that the charter school will participate as an LEA for the purposes of providing special education, may apply to become a member of the San Luis Obispo County SELPA.

Application must be made to the SELPA on or before January 1 of the school year preceding the school year in which the charter school anticipates operating as a member LEA within the SELPA. The SELPA Executive Director and/or staff will review the charter school's application and develop a written recommendation within 30 days of receipt of application. Both the applicant and members of the Governing Council will receive copies of the written recommendation at least 10 days prior to the item appearing on an agenda. The Governing Council will take action to approve or disapprove the charter school as a member LEA within 60 days of application. If approved, the charter school LEA will become a member effective on July 1. Prior to final approval and full acceptance as a member LEA, the charter school will continue to be deemed a public school of the chartering district. If disapproved, the SELPA Executive Director will provide the applicant with a written finding that delineates the reason(s) for disapproval.

Once granted membership within the SELPA, the LEA charter school will participate on an equal basis with other members in the governance of the SELPA. A charter school LEA will have equal voting power with noncharter LEAs as described in the Local Plan.

The applicant charter school will be deemed a member LEA if the Governing Council determines that the charter school has met all requirements to be included as a member LEA of the SELPA as specified in this policy and the Local Plan. These requirements include:

- Provide assurances that the LEA can provide a full continuum of special education programs and related services

³ EC 47646(c) requires that the chartering entity, if a district, charge the charter school its pro-rata share of district-wide encroachment. However, for consideration, the district may waive this charge. Specifics should be included in an MOU or business agreement.

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- Provide assurances that the LEA, through employment or contract, can provide the appropriately credentialed staff necessary to meet federal and state special education mandates and accept responsibility for:
 - Referral
 - Assessment
 - Special Education Instruction
 - Compliance
 - Due process
 - Discipline/manifestation determination
- Provide assurances that the LEA will follow all applicable SELPA policies and procedures, including, but not limited to;
 - Identification, referral, and placement
 - Procedural safeguards
 - Regional services, including excess costs
 - Placement procedures and funding for students placed in hospitals, LCIs, juvenile court/community school programs
 - Costs of programs and services, including transportation
- Provide assurances that the LEA will utilize SELPA approved forms in an appropriate manner
- Provide assurances that the LEA will attend SELPA sponsored in-service and trainings
- Provide assurances that the LEA will place special education students in inter/intra-SELPA programs only with the expressed consent of the receiving entity and under the condition that the placing entity will be responsible for any excess costs attributable to the placement.
- Provide assurances that the LEA will accept inter/intra-SELPA placements only with agreement between the educational entities. Under such circumstances, the placing LEA will be responsible for any excess costs, including transportation, in accordance with the Local Plan.
- Provide assurances that the LEA has completed a compliance audit of its special education program, with the audit being conducted by a mutually acceptable neutral party. The LEA is to be responsible for all costs of such an audit and any required corrective actions
- Provide assurances that the LEA will indemnify and hold harmless the SELPA and each of the member entities

C. Once deemed a member of the SELPA, the charter school, like other member LEAs shall:

- Fully participate in governance of the SELPA in the manner outlined in the Local Plan
- Accept all responsibilities of an LEA in the implementation of the Local Plan
- Fully comply with policies and procedures outlined in the Local Plan
- Contribute to, participate in, and receive the benefits of program specialist/regionalized services
- Receive state and federal funding for special education in accordance with the SELPA funding Allocation Plan
- Receive any available federal funds in the same manner as other LEAs
- Be responsible for all costs incurred in the provision of special education services, without regard for the location in which the student may reside. These costs may include, but are

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- not limited to, instruction, services, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees
- Document that all state and federal special education funds apportioned to the LEA are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal, state and local funds apportioned to charter schools
 - Return any special education apportionment not used solely for the purpose of providing special education instruction and/or services to identified students with disabilities. With the exception that charter schools may retain an agreed upon percentage for the purpose of establishing a restricted reserve account to meet unanticipated special education costs.

If the approval of a charter school requires a change in the SELPA Allocation Plan or governance structure, such change shall be adopted pursuant to the policy making process outlined in the Local Plan. A request from a charter school to participate in the SELPA will be treated in the same manner as such a request from a school district.

Legal Reference:

EC 56207.5(a-c)

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

VII. PERSONNEL

COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT (CSPD)

FAP 23.1

It shall be the policy of each Local Education Agency (LEA) that it will support and assist the state's efforts and activities to ensure an adequate supply of qualified special education, general education, and related services personnel.

Legal Reference:

20 USC 1412(a)(14)

56205(a), State Board Policy

Approved by Governing Council on June 26, 2003

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PERSONNEL QUALIFICATIONS

FAAR 23.1

It is the policy of all SELPA member LEAs to make every effort to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law. This includes those personnel having content knowledge and skills to serve children with disabilities.

This policy does not create a right of action on behalf of an individual student or prevent a parent from exercising their procedural safeguard rights on behalf of a student eligible for special education and related services.

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

ASSURANCE OF QUALIFIED PERSONNEL

LP 23.1

The Special Education Local Plan Area (SELPA) shall take steps to assist the Local Education Agencies (LEAs) in securing qualified special education personnel to provide special education and related services to children with disabilities. Where there is a shortage of such personnel, the most qualified individuals available shall be assigned. Such steps shall include, but not be limited to, the following:

1. Widespread recruitment of teachers and support personnel
2. Collaboration with the local and regional teacher center recruitment and institutions of higher education
3. Ongoing staff development activities for special education and general education administrators, teachers, support staff and agency staff

Legal Reference:

EC 56195

EC 56205(a)

EC 56362

20 USC 1412 (a)(14-15)

20 USC 1413 (a)(3)

Approved by Governing Council June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

SELPA PROCEDURES FOR DETERMINING PERSONNEL DEVELOPMENT NEEDS LP 23.2

The SELPA member LEAs agree that laws regulating special education recognize the value of providing information for all persons concerned with individuals with disabilities. Priority is placed on continuing staff, parent, and community trainings. The SELPA will provide leadership and support in this effort.

The SELPA selects specific areas for staff development based on input from parents via the Community Advisory Committee (CAC), regular and special education staff and administrators. The results are used to design the annual staff development plan.

Legal Reference:

EC 56195

EC 56205(a)

EC 56362

20 USC 1412 (a)(14)

20 USC 1413 (a)(3)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

REVIEW OF CLASS ASSIGNMENT AT TEACHER'S REQUEST

LP 23.3

The Special Education Local Plan Area (SELPA) recognizes that general or special education teachers have the right to request a review of the assignment, of an individual with exceptional needs, to his or her class and a mandatory meeting of the IEP team if the review indicates a change in the student's placement, instruction, related services, or any combination thereof. SELPA procedures shall comply with requirements specified in education code.

Legal Reference:

EC 56195

EC 56205(a)

EC 56362

20 USC 1412 (a)(14-15)

20 USC 1413 (a)(3)

Approved by Governing Council June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

RESOURCE SPECIALIST PROGRAMS/CASELOADS

LP 23.4

The Local Education Agency (LEA) is responsible for staffing assignments for resource specialist programs based upon local needs for the program. Students who are enrolled in the resource specialist program are assigned to general classroom teachers as determined by the IEP team. Resource specialists shall not provide services for a majority of a school day without approval by the pupil's IEP team. The LEA shall determine the school site(s) at which the resource specialist program will be located. No single resource specialist shall have a special education caseload of more than twenty-eight (28) pupils unless a waiver is approved by the superintendent of public instruction. The LEA shall provide information to the SELPA Executive Director, upon request, regarding resource specialist caseloads. In assignment of pupils to the resource specialist programs, factors such as severity of disability, age-range of students, diversity of student needs, and number of sites served by the resource specialist shall be considered. Resource specialists may serve non-identified general education students as part of Response to Intervention continuum when the School Site Plan so indicates. Such services may include but not limited to team teaching, small group instruction, consultation, and learning center support. Resource specialists shall not simultaneously be assigned to serve as resource specialists and be the teacher of record for general education classes. At least 80 percent of the resource specialists within a local plan shall be provided with an instructional aide.

Legal Reference:

EC 56195

EC 56205(a)

EC 56361.5

EC 56362

EC56362.6 (e)

Approved by Governing Council June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**CASELOADS FOR SPEECH/LANGUAGE THERAPISTS
BETWEEN AGES THREE (3) AND FIVE (5) YEARS LP 23.5**

The maximum caseload for a speech and language specialist providing services exclusively to individuals with disabilities, between the ages of three and five years, inclusive, shall not exceed a count of 40 as calculated on the annual December 1 pupil count.

Legal Reference:

EC 56195

EC 56205(a)

EC 56362

Approved by Governing Council June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PERSONNEL QUALIFICATIONS FAP 23.2

It shall be the policy of each LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

Legal Reference:

20 USC 1412 (a)(14)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

VIII. PUBLIC

PUBLIC PARTICIPATION

FAP 24.1

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

Legal Reference:

20 USC 1412 (a)(19)

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

PUBLIC PARTICIPATION

SRP 24.1

It shall be the policy of the San Luis Obispo County Special Education Local Plan Area (SELPA) that members of the public, including parents or guardians of students with disabilities, may address questions or concerns about the Local Plan to the governing boards of the LEAs, SELPA committees, or the SELPA Executive Director.

Legal Reference:

EC 47640-47647

EC 56001 (f)

EC 56190-4

EC 56195.1 (b)(c)

EC 56195.3

EC 56195.9

EC 56205(a)(12)(A)

EC 56205(a)(12)(D)(i-ii)

EC 56205 (b)(4)(5)

20 USC 1412 (a)

20 USC 1413 (a)(1)

20 USC 1413 (a)(5)

Approved by Governing Council on June 18, 2004

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

**Public Participation Prior to the Adoption of Policies/Regulations
Required to Comply with Part B of IDEA LP 24.1**

It is the agreement of the members of the SELPA that parents of students with disabilities and the general public shall be provided with the opportunity for comment concerning items on the agenda of the following SELPA Councils/ Committees:

1. Governance Council
2. Community Advisory Committee

The makeup, role, and function of the above groups are defined in Governance Structure policy SRP 19.1. Meetings held by these groups shall be considered Brown Act meetings in reference to the requirements for holding public hearing, providing adequate notice, and providing an opportunity for comment from the general public.

Approved by Governing Council on October 12, 2007

Reviewed and Approved by Governing Council April 12, 2013, May 18, 2018

Reviewed and Approved by Governing Council on March 13, 2020

COMMUNITY ADVISORY COMMITTEE (CAC)

SRP 24.2

The San Luis Obispo County SELPA Community Advisory Committee (CAC) is composed of parents of children with disabilities enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, within the San Luis Obispo County SELPA , regular and special educators, and other school personnel within the SELPA, representatives of other public and nonpublic agencies, and individuals interested in the education of children with disabilities.

The school boards of the participating Local Education Agencies (LEAs) shall appoint one or more members to the CAC. The Governing Council shall appoint one or more members at-large to the CAC. The appointed members are responsible to the Governing Board of each agency. The Governing Council shall establish policies for the operation of the CAC. The CAC serves the SELPA in an advisory capacity only, in accordance with Education Code and procedures specified in the SELPA Policy Manual.

The Governing Council will receive CAC meeting minutes as part of the Governing agendas.. Regularly scheduled meetings are held to help members keep well informed regarding programs and legislation for children with disabilities and to foster closer communication with school administrators, educators, parents and community. The CAC will advise and inform SELPA staff regarding community conditions, aspirations and goals for children with disabilities.

The specific responsibilities of CAC are defined in Education Code 56194. These include, but are not limited to:

Participate in the development, amendment, and review of the Local Plan and encourage community involvement in the development and review to the Local Plan

- Recommend annual priorities to be addressed by the plan
 - Assist in parent education and in recruitment of parents and other volunteers who may contribute to the implementation of the plan
 - Encourage community involvement in the development and review of the Local Plan
 - Support activities on behalf of children with disabilities
 - Assist in parent awareness of the importance of regular school attendance
- Support community involvement in the parent advisory committee established pursuant to Section 52063 to encourage inclusion of parents of individuals with exceptional needs to the extent these pupils also fall within one or more definitions in Section 42238.01,

As a condition of receiving funds apportioned to the SELPA for regionalized operations and services, fiscal and logistical support of the Community Advisory Committee is required.

The San Luis Obispo County SELPA provides fiscal and logistical support for CAC meetings, events, and workshops that are aligned with implementation of the local plan.

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The LEA directors facilitate regular communication/or meetings with their CAC representative(s) from the LEA as outlined in the CAC bylaws.

Legal Reference:

EC56194

EC 56205(a)(12)(C)

EC 56190-56194

EC 56205

EC 56836.23

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council on April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

Community Advisory Committee (CAC)

SRAR 24.1

The Special Education Local Plan Area (SELPA) will ensure that current CAC By-Laws are maintained.

Approved by Governing Council on June 17, 2005

Reviewed and Approved by Governing Council April 12, 2013

Reviewed and Approved by Governing Council on March 13, 2020

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Appendices

APPENDIX I – LEA AGREEMENT

Members of the SLO SELPA agree to the following:

1. When the SELPA and/or Regional Program Provider are named as co-litigants with a member LEA, whenever possible, they will use the student’s District of Residence (DOR) legal counsel. The Regional Program Provider may elect to retain separate legal counsel at their own expense. A MOU will be developed if the District of Residence and Regional Program Provider agree to use one legal counsel to ensure both LEAs are protected under attorney-client privilege.
2. Each LEA within the SELPA shall bear the legal/settlement cost of due process matters relating to their students when that LEA is the sole litigant named or when they institute a due process case.
3. When a LEA is developing a settlement agreement, only the LEA(s) present or represented by counsel may be named in the settlement agreement unless prior approval has been obtained from any other LEA.
4. Where Regional Program Provider is named as a co-litigant and it is determined that they have substantial responsibility in the matter, the involved Superintendents shall confer with each other in an effort to mutually agree on the percentage of legal/settlement cost-sharing that will take place. If the parties participate in alternative dispute resolution with the SELPA, the SELPA may make a recommendation to the parties as to their respective percentage of legal-settlement cost-sharing in the matter. Any agreement will be forwarded to Governing Council for review and a final recommendation.
5. If a DOR is the sole litigant named in a case involving a student enrolled in a regional program, the DOR may propose to the Regional Program Provider that the Regional Program Provider contribute to any settlement. If the parties, including the Regional Program Provider, participate in alternative dispute resolution with the SELPA, the SELPA may make a recommendation to the parties as to their respective percentage of legal-settlement cost-sharing in the matter. Any agreement will be forwarded to Governing Council for review and a final recommendation.
6. In cases where the SELPA is named as a co-litigant, but has no substantial responsibility in the matter, the LEA of the concerned student will bear the SELPA legal/settlement costs.
7. If a LEA is named as a litigant or files for due process in a potential precedent setting case, the LEA may request financial support from the SELPA members by submitting a proposal through the SELPA approval process.

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8. If disputes arise or if a LEA or the Regional Program Provider is unable to follow the above policies, the SELPA Governing Council will be informed and make a recommendation concerning resolution.

9. No matter who filed for due process in a case, or the number of litigants named in the filing, where the potential legal/settlement costs may exceed a LEA's mandatory reserve for economic uncertainty (as defined in the Education Code), the LEA shall inform the SELPA Governing Council of this fact prior to any settlement. In such cases, the Governing Council will make a recommendation concerning support for the LEA at risk.

Approved by Governing Council on January 9, 2009

Reviewed and Approved by Governing Council April 12, 2013, March 14, 2014, September 9, 2016,
December 9, 2016

Reviewed and Approved by Governing Council on March 13, 2020

APPENDIX II - EC 56207

“(a) No educational programs and services already in operation in school districts or a county office of education pursuant to Part 30 (commencing with Section 56000) shall be transferred to another school district or a county office of education or from a county office of education to a school district unless the special education local plan area has developed a plan for the transfer which addresses, at a minimum, all of the following:

- (1) Pupil needs.
- (2) The availability of the full continuum of services to affected pupils.
- (3) The functional continuation of the current individualized education programs of all affected pupils.
- (4) The provision of services in the least restrictive environment from which affected pupils can benefit.
- (5) The maintenance of all appropriate support services.
- (6) The assurance that there will be compliance with all federal and state laws and regulations and special education local plan area policies.
- (7) The means through which parents and staff were represented in the planning process.

(b) The date on which the transfer will take effect may be no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the governing body or individual identified in subparagraph (A) of paragraph (12) of subdivision (a) of Section 56205, unless the governing body or individual identified in subparagraph (A) of paragraph (12) of subdivision (a) of Section 56205 unanimously approves the transfer taking effect on the first day of the first fiscal year following that date.

(c) If either the sending or receiving agency disagrees with the proposed transfer, the matter shall be resolved by the alternative resolution process established pursuant to paragraph (5) of subdivision (b) of Section 56205.

(d) Notwithstanding Section 56208, this section shall apply to all special education local plan areas commencing on July 1, 1998, whether or not a special education local plan area has submitted a revised local plan for approval or has an approved revised local plan pursuant to Section 56836.03.”

APPENDIX III – FACILITIES LEASE AGREEMENT

[Address of Lessor]

[FISCAL YEAR: _____] LEASE AGREEMENT

SPECIAL EDUCATION CLASSROOMS

This Lease Agreement is made and executed by and between the Regional Program Provider, _____, hereinafter referred to as “Lessor”; and _____, hereinafter referred to as “Lessee”. Lessee hereby offers to rent from Lessor the premises situated in the City of _____, County of San Luis Obispo, State of California, described below in accordance with the stated terms and conditions:

Site	Sq Feet	Monthly Rent	Utilities	Total
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL MONTHLY LEASE				\$

1. TERM:

Term of this Lease Agreement shall commence on July 1, 20____ and expire on June 30, 20____. This term may be extended by the mutual agreement of Lessor and Lessee.

2. RENT:

The monthly rent for the term July 1, 20____ through June 30, 20____ for Special Education Classrooms shall be \$____per square foot. A total monthly payment due of \$x,xxx.xx payable in advance no later than the fifth (5th) day of each month. All rents shall be paid to Lessor at [Address].

3. UTILITIES:

Utilities shall be paid on a monthly basis at a rate of \$_____ per day per classroom/facility as stipulated in this lease agreement (6) for the period of July 1, 20_____ through June 30, 20_____. All utilities shall be paid to Lessor at _____ [Address].

4. ESCALATION OF ANNUAL RENT:

The rental fees shall be adjusted by statutory COLA on a yearly basis in accordance with the SELPA Fiscal Plan.

5. USE:

The above described premises are to be used for the purpose of conducting the business of _____.

6. USES PROHIBITED:

Lessee shall not use any portion of the premises for purposes other than those specified hereinabove, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premise(s) of _____ [List properties].

7. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this Agreement.

8. ORDINANCES AND STATUTES:

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any State or Federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.

9. MAINTENANCE, CUSTODIAL, REPAIRS, ALTERATIONS:

Lessee acknowledges that the premises are clean and in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in clean, good and safe condition. Lessee is specifically responsible to maintain glass, accessible wiring and lighting fixtures and bulbs, accessible plumbing, appliances, wall coverings, white boards, carpets and floor tiles, and heating units immediately accessible to Lessee, in operating condition. In order to maintain Lessor quality standards, Lessee shall consult with or have contracting service workers

consult with Lessor before repairing or replacing any glass, accessible wiring or lighting fixtures, accessible plumbing, appliances, wall coverings, white boards, carpets or floor tiles, and heating units immediately accessible to Lessee. Lessor will respond to problems reported by Lessee to the Lessor's Director of Operational Services at phone number, _____, for maintenance problems in the areas of roofing, remote heating plants, piping and plumbing which bring water or hot water to Lessee. Lessee will be responsible for Lessor costs related to repair of sewer stoppages unless such stoppages have been determined by Lessor not to have been caused by Lessee. Any proposed structural or exterior modifications must first be submitted in writing to Lessor for review and written approval, and such approval will not be unreasonably withheld. Except for modifications determined at the time of termination of this Agreement to be retained for the benefit of Lessor, Lessee shall surrender the premises at the termination hereof in good clean condition as received, normal wear and tear accepted.

10. ENTRY AND INSPECTION:

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

11. INDEMNIFICATION OF LESSOR:

Lessee agrees to defend, indemnify and save harmless, Lessor and its officers, agents, and employees from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgments made and obtained by third parties or Lessee against Lessor which arise out of this Agreement, out of the performance or attempted performance of the provisions thereof, or Lessee's or third parties use of the premises, including but not limited to any act or omission to act by. Lessee or its agents, employees, invitees, students or independent contractors directly responsible to Lessee.

12. POSSESSION:

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Agreement if possession is not delivered within 30 days of the commencement of the term hereof.

13. INSURANCE:

A. Lessee shall take out and maintain during the entire term hereof, public liability and property damage insurance with SISC equal to or in excess of that maintained for the lessee's owned facilities.

B. Lessee shall maintain Workers' Compensation insurance for their employees.

C. Lessee shall do no act pursuant to this Agreement until Lessee has filed with Lessor certificates of insurance certifying Lessee has all the insurance required by this Agreement.

D. To the maximum extent permitted by insurance policies which may be owned by Lessor or

Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. SIGNS:

Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor and appropriate planning department, which consent by Lessor shall not be unreasonable withheld.

15. ABANDONMENT OF PREMISES:

Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

16. CONDEMNATION:

If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this Agreement shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his option, terminate this Agreement as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Agreement shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.

17. TRADE FIXTURES:

Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

18. DESTRUCTION OF PREMISES:

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this Agreement continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be

terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Agreement whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this Agreement. In the event of any dispute between Lessor and Lessee with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

19. REMEDIES OF LESSOR ON DEFAULT:

In the event of any breach of this Agreement by Lessee, Lessor, besides other rights and remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to re-enter, or should he take possession pursuant to legal proceedings or any notice provided by law, he may either terminate this Agreement or may from time to time, without terminating this Agreement, re-let said premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon which other terms and conditions the Lessor, in his sole discretion, may deem advisable with the right to alter or repair the premises upon such re-letting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder: (a) the cost and expense of such re-letting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such re-letting, but not beyond the term hereof, exceeds the amount agreed to be paid as rent for such period; or (b) at the option of the Lessor, rents received by Lessor from such re-letting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses of re-letting and alterations or repairs, and third to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessor. Lessee shall, in such event, pay any deficiency between the amount due from Lessee to Lessor and the amount credited. No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Agreement unless written notice of such intention is given, or unless termination is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without account of such previous breach. Should Lessor at any time terminate this Agreement for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss for the balance of the term which the Lessee proves could be reasonably avoided.

20. ATTORNEYS' FEES:

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the

prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

21. WAIVER:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. NOTICES:

Any notice which either party may be required to give, shall be given by mailing the same, postage prepaid, to Lessee's Address at _____, or Lessor's Address at _____ or at such other places as may be designated by the parties from time to time.

23. HOLDING OVER:

Any holding over after the expiration of this Agreement, with the consent of Lessor, shall be construed as a month to month tenancy at a rental of \$_____ per square foot for Special Education classrooms per month, otherwise in accordance with the terms hereof, as applicable.

24. POSSESSORY INTEREST TAX:

In the event property rented by Lessee is taxed, it is agreed that Lessee shall pay such tax.

25. TIME:

Time is of the essence of this Agreement.

26. HEIRS, ASSIGNS, SUCCESSORS:

This Agreement is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

27. AMENDMENTS AND MODIFICATIONS:

Any changes to this Agreement requested either by the Lessor or Lessee may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

28. SEVERABILITY:

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29. GOVERNING LAW:

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

San Luis Obispo County Special Education Local Plan Area

30. TERMINATION:

This Agreement shall terminate on the expiration date of the rental term without the necessity of notice from either party. Except in the event that the Lessor requires any of the leased school space for educational purposes, the Lessor may terminate this Agreement by giving written notice of 120 calendar days prior to the school fiscal year ending.

ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

LESSEE:

LESSOR:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:
