

California Association of Health and Education Linked Professions  
Joint Powers Authority (CAHELP JPA)  
**GOVERNANCE COUNCIL MEETING**  
*September 18, 2020 -10:00 a.m. Virtual Via Teleconference*  
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley, California 92307

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## AGENDA

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**NOTICE:** This meeting will be held virtually only. If members of the public wish to participate in the meeting and/or make public comment, please follow the instructions below to participate telephonically:

**PARTICIPATE BY PHONE:**

Dial Access Number: 1-415-655-0003

When prompted - enter Access Code: 133 970 6553

Follow directions as a Participant; an Attendee I.D. is not required to participate.

If you wish to make a public comment at this meeting, prior to the meeting please submit a request to address the CAHELP Governance Council to the recording secretary via fax at 1-760-242-5363 or email [jamie.adkins@cahelp.org](mailto:jamie.adkins@cahelp.org). Please include your name, contact information and which item you want to address.

Reasonable Accommodation: if you wish to request reasonable accommodation to participate in the meeting telephonically, please contact the recording secretary (via contact information noted above) at least 48 hours prior to the meeting.

### 1.0 CALL TO ORDER

### 2.0 PUBLIC PARTICIPATION

Citizens are encouraged to participate in the deliberation of the CAHELP JPA Governance Council. Several opportunities are available during the meeting for the Council to receive oral communication regarding the presentations of any items listed on the agenda. Please ask for recognition either before a presentation or after the presentation has been completed. Please complete and submit a “Registration Card to Address the Governance Council” to the Recording Secretary and adhere to the provisions described therein.

### 3.0 ADOPTION OF THE AGENDA

3.1 **BE IT RESOLVED** that the September 18, 2020 CAHELP JPA Governance Council Meeting Agenda be approved as presented.

### 4.0 PRESENTATIONS

4.1 SBCSS D/M Operations Final 2019-20 LCFF Revenue Transfer

The SBCSS D/M Operations Fiscal Year 2019-20 LCFF Revenue Transfer will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

4.2 SBCSS D/M Operations 2019-20 Fee-For-Service Year-End Actuals

The SBCSS D/M Operations Fiscal Year 2019-20 Fee-For-Service Year-End Actuals will be

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presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

4.3 SBCSS D/M Operations 2019-20 Fee-for-Service Return

The SBCSS D/M Operations 2019-20 Fee-For-Service Return will be presented by the San Bernardino County Superintendent of Schools (SBCSS) Internal Business Accountant.

### 5.0 INFORMATION / ACTION

5.1 Desert/Mountain SELPA Local Plan Revise (**ACTION**)

The Desert/Mountain SELPA Local Plan has been revised to align with the changes made to the CAHELP Governance Council Bylaws. Once the Local Plan is adopted by the Governance Council, the Local Plans will need to be approved by each LEA's governing board.

5.1.1 **BE IT RESOLVED** that the that the revised D/M SELPA Local Plan be approved as presented.

5.2 Desert/Mountain Charter SELPA Local Plan Revise (**ACTION**)

The Desert/Mountain Charter SELPA Local Plan has been revised to align with the changes made to the CAHELP Governance Council Bylaws. Once the Local Plan is adopted by the Governance Council, the Local Plans will need to be approved by each LEA's governing board.

5.2.1 **BE IT RESOLVED** that the that the revised D/M Charter SELPA Local Plan be approved as presented.

5.3 2020-21 Nonpublic, Nonsectarian School/Agency Services Master Contract (**ACTION**)

The CAHELP Master Contract for Nonpublic Schools and Nonpublic Agencies is reviewed annually by the State SELPA Administrator's Association, legal counsel for State SELPA, the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA to ensure all legal requirements are met in the contract. The Desert/Mountain SELPA and the Desert/Mountain Charter SELPA policies indicate that the Master Contract and Individual Service Agreement (ISA) adopted by the SELPA and Charter SELPA will be approved by the California Association of Health and Education Linked Professions (CAHELP), Joint Powers Authorities (JPA) Governance Council and/or legal counsel and is updated per federal or state requirements. The CEO of CAHELP is requesting approval of the 2020-21 Master Contract and ISA.

5.3.1 **BE IT RESOLVED** that the 2020-21 CAHELP Master Contract and Individual Service Agreement for Nonpublic Schools and Nonpublic Agencies be approved as presented.

## **AGENDA**

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### 5.4 2020-21 CAHELP Liability Insurance Renewal (**ACTION**)

The CAHELP JPA Philadelphia Insurance policies are due to renew on October 7, 2020. These policies provide General Liability including sexual abuse and molestation, professional liability and with an umbrella for higher limits to protect the CAHELP JPA and its entities in the event of a settlement as a result of a lawsuit. The CAHELP CEO is requesting permission to pay the annual renewal premiums upon receipt to renew the Philadelphia insurance coverages.

5.4.1 **BE IT RESOLVED** that the 2020-21 CAHELP JPA liability insurance renewal with Philadelphia Insurance Companies be approved as presented.

### 5.5 Elite Academic Academy-Adult Workforce Investment Change to Virtual Preparatory Academy at Lucerne (**ACTION**)

On March 12, 2020, Lucerne Valley Unified School District approved Elite Academic Academy-Adult Work Force Investment's request to serve grades kindergarten through 12. The school is currently in the process of changing its name to operate as Virtual Preparatory Academy at Lucerne. Along with these changes, they have requested to remain a member of Desert/Mountain Charter SELPA

5.5.1 **BE IT RESOLVED** that the request for Elite Academic Academy-Adult Work Force Investment/Virtual Preparatory Academy at Lucerne to remain a member of Desert/Mountain Charter SELPA be approved as presented.

### 5.6 Desert/Mountain SELPA and Charter SELPA Emergency Circumstances Consideration Form (**ACTION**)

Forms used in the operations of special education programs within the Desert/Mountain SELPA and Charter SELPA are developed, reviewed and revised throughout the year upon the recommendation of the Program Team. Forms are modified as necessary in order to support the operations of special education programs in an efficient, effective and legally compliant manner. Suggested revisions to SELPA Forms are submitted to the D/M SELPA and Charter SELPA Steering Committee for consideration and approval.

5.6.1 **BE IT RESOLVED** that Desert/Mountain SELPA Emergency Circumstances Consideration Form be approved as presented.

### 5.7 Desert/Mountain Children's Center (DMCC) Budgets (**ACTION**)

Due to COVID 19 the DMCC budgets may have significant impacts at the end of the 2020-2021 fiscal year. The CAHELP CEO proposes to create a Budget Subcommittee consisting of superintendents, CAHELP CEO, Operations Officer and Business Consultant to propose solutions to the larger governance council.

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- 5.7.1 **BE IT RESOLVED** that the creation of a Budget Subcommittee be approved as presented.

### 6.0 CONSENT ITEMS

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

- 6.1 **BE IT RESOLVED** that the following Consent Items be approved as presented:
- 6.1.1 Approve the May 8, 2020 CAHELP JPA Governance Council Meeting Minutes.
  - 6.1.2 Approve the the Association of Community Based Organizations (ACBO) 2020 Annual Membership for DMCC Director Linda Llamas in the amount of \$125.00.
  - 6.1.3 Approve the 2021/2022 Crisis Prevention Institute (CPI) Annual Membership Recertification for Ned Broberg, Danielle Cote, Adrien Faamausili, Brian Follis, Bonnie Garcia, Renee Garcia, Blanca Medrano, Michael Norton, Sheila Parisian, and Linda Rodriguez in an amount not to exceed \$150.00 per individual membership.
  - 6.1.4 Approve 2021 Theraplay Certification Renewals for Rosalina Becerra, Julie McNeil, and Janice Titherley at \$50.00 each and a combined total of \$150.00.
  - 6.1.5 Approve International Critical Incident Stress Foundation (ICISF) Instructor Renewal for Belinda Jauregui in the amount of \$93.00.

### 7.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS

7.1 CARE Solace

The CAHELP CEO will present information regarding entering into contract with CARE Solace on behalf of all LEAs in the SELPA and Charter SELPA.

7.2 Real Estate JPA Update

The CAHELP CEO will provide a Real Estate JPA update.

7.3 Authorizing Charter Schools

The CAHELP CEO will lead a discussion regarding CAHELP JPA being notified when members are considering the authorization of a charter school.

## **AGENDA**

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### **8.0 INFORMATION ITEMS**

8.1 Resolution Support Services Summary

8.2 Professional Learning Summary

### **9.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS**

### **10.0 CEO COMMENTS**

### **11.0 MATTERS BROUGHT BY CITIZENS**

This is the time during the agenda when the CAHELP JPA Governance Council is again prepared to receive the comments of the public regarding items on this agenda or any school related special education issue.

When coming to the podium, citizens are requested to give their name and limit their remarks to five minutes.

Persons wishing to make complaints against CAHELP JPA Governance Council personnel must have filed an appropriate complaint form prior to the meeting.

When the CAHELP JPA Governance Council goes into Closed Session, there will be no further opportunity for citizens to address the Council on items under consideration.

### **12.0 ADJOURNMENT**

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, January 29, 2021, at 10:00 a.m., at the Desert Mountain Educational Service Center, Aster/Cactus Room, 17800 Highway 18, Apple Valley, CA 92307.

*Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.*

San Bernardino County Superintendent of Schools  
DESERT MOUNTAIN COUNTY OPERATED SPECIAL EDUCATION PROGRAM

2019-20 LCFF Revenue Transfer  
District Funded Students  
FINAL TRANSFER

District of Residence	UPP %	Grades TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
<b>Adelanto</b>	83.9800%	11,163.25	10,263.94	10,568.52	-	
P-2/Annual ADA		28.48	21.56	15.87	-	65.91
<b>Total</b>		<b>317,929.32</b>	<b>221,290.54</b>	<b>167,722.46</b>		<b>706,942.32</b>
<b>Apple Valley</b>	71.8200%	10,439.47	9,598.47	9,883.31	11,751.93	
P-2/Annual ADA		31.38	24.26	13.22	29.40	98.26
<b>Total</b>		<b>327,590.67</b>	<b>232,858.91</b>	<b>130,657.32</b>	<b>345,506.66</b>	<b>1,036,613.56</b>
<b>Barstow</b>	79.9500%	10,923.38	10,043.39	10,341.43	12,296.67	
P-2/Annual ADA		25.80	13.34	4.81	9.19	53.14
<b>Total</b>		<b>281,823.18</b>	<b>133,978.87</b>	<b>49,742.29</b>	<b>113,006.40</b>	<b>578,550.74</b>
<b>Bear Valley</b>	72.6600%	10,489.47	9,644.44	9,930.64	11,808.21	
P-2/Annual ADA		4.17	2.74	2.66	-	9.57
<b>Total</b>		<b>43,741.09</b>	<b>26,425.77</b>	<b>26,415.51</b>	-	<b>96,582.37</b>
<b>Helendale</b>	55.9500%	9,494.87	8,729.97	8,989.03	-	
P-2/Annual ADA		2.55	2.31	0.89	-	5.75
<b>Total</b>		<b>24,211.93</b>	<b>20,166.23</b>	<b>8,000.24</b>	-	<b>52,378.40</b>
<b>Hesperia</b>	11.7300%	10,791.24	9,921.90	10,216.34	12,147.92	
P-2/Annual ADA		10.17	4.76	7.67	60.47	83.07
<b>Total</b>		<b>109,746.93</b>	<b>47,228.25</b>	<b>78,359.29</b>	<b>734,584.78</b>	<b>969,919.25</b>
<b>Lucerne</b>	87.3800%	11,365.62	10,450.01	10,760.11	12,794.51	
P-2/Annual ADA		5.68	1.57	2.06	8.83	18.14
<b>Total</b>		<b>64,556.72</b>	<b>16,406.51</b>	<b>22,165.83</b>	<b>112,975.52</b>	<b>216,104.58</b>
<b>Needles</b>	76.1500%	10,697.20	9,835.43	10,127.30	12,042.05	
P-2/Annual ADA		5.57	5.43	4.00	7.05	22.05
<b>Total</b>		<b>59,583.40</b>	<b>53,406.41</b>	<b>40,509.21</b>	<b>84,896.48</b>	<b>238,395.50</b>
<b>Oro Grande</b>	94.4400%	11,785.84	10,836.37	-	-	
P-2/Annual ADA		1.02	0.76	-	-	1.78
<b>Total</b>		<b>12,021.56</b>	<b>8,235.64</b>	-	-	<b>20,257.20</b>
<b>Silver Valley</b>	57.2500%	9,572.25	8,801.11	9,602.29	10,775.68	
P-2/Annual ADA		-	-	0.94	1.75	2.69
<b>Total</b>		-	-	<b>8,518.55</b>	<b>18,857.44</b>	<b>27,375.99</b>
<b>Snowline</b>	69.0700%	10,275.79	9,447.97	9,728.34	11,567.67	
P-2/Annual ADA		30.33	12.63	4.10	22.91	69.97
<b>Total</b>		<b>311,664.72</b>	<b>119,327.92</b>	<b>39,886.21</b>	<b>265,015.23</b>	<b>735,894.08</b>
<b>Trona</b>	71.3300%	10,410.31	9,571.66	9,855.70	11,719.10	
P-2/Annual ADA		2.46	0.90	0.02	2.66	6.04
<b>Total</b>		<b>25,609.36</b>	<b>8,614.49</b>	<b>197.11</b>	<b>31,172.79</b>	<b>65,593.75</b>
<b>Victor Elementary</b>	85.2600%	11,239.44	10,333.99	-	-	
P-2/Annual ADA		114.86	55.78	-	-	170.64
<b>Total</b>		<b>1,290,961.56</b>	<b>576,429.89</b>	-	-	<b>1,867,391.45</b>
<b>Victor Valley Union High</b>	85.7400%	-	-	10,667.70	12,684.62	
P-2/Annual ADA		-	-	27.59	72.79	100.38
<b>Total</b>				<b>294,321.82</b>	<b>923,313.71</b>	<b>1,217,635.53</b>

Summary			
District	P-2/Annual Total	First 50% Transfer	Final transfer
Adelanto	706,942.32	350,171.40	356,770.91
Apple Valley	1,036,613.56	524,358.33	512,255.23
Barstow	578,550.74	290,397.81	288,152.92
Bear Valley	96,582.37	48,461.97	48,120.40
Helendale	52,378.40	24,963.38	27,415.02
Hesperia	969,919.25	491,994.36	477,924.90
Lucerne	216,104.58	109,487.56	106,617.03
Needles	238,395.50	112,453.53	125,941.98
Oro Grande	20,257.20	10,314.88	9,942.32
Silver Valley	27,375.99	13,860.68	13,515.31
Snowline	735,894.08	366,997.90	368,896.19
Trona	65,593.75	31,851.05	33,742.70
Victor Elementary	1,867,391.45	939,924.11	927,467.34
Victor Valley Union High	1,217,635.53	607,344.72	610,290.80
<b>Total</b>	<b>7,829,635</b>	<b>3,922,581.68</b>	<b>3,907,053.05</b>

## FEE-FOR-SERVICE BUDGET to ACTUALS COMPARISON- 2019-20

SELPA	<b>Desert Mountain</b>				Budget	Actuals	+Increase/ -Decrease
<b>A. REVENUES</b>							
					March 2019	September 2020	
		RS	OB	GL	FC		
1. AB602 Special Ed Funding	6500	8311	5001	0000	\$ 41,190,105	\$ 43,128,096	\$ 1,937,991
2. Property Tax Transfer	6500	8097	5001	0000		\$ 4,964,571	
3. Property Tax Transfer Adjustment between 2019-20 P-2 and Annual						\$ (500,213)	
4. Federal IDEA (Local Assistance Entitlement)	3310	8181	5001	0000		\$ 1,573,926	
5. Net FFS State Aid (A1-A2+A3-A4)	6500	8311	5001	0000		\$ 37,089,812	
6. LCFF ADA Revenue Transfer	6500	8710	5001	0000	\$ 7,212,041	\$ 7,829,635	\$ 617,594
7. Federal Preschool	3315	8182	5730	0000	\$ 134,449	\$ 138,233	\$ 3,784
8. Preschool Local Entitlement	3320	8182	5730	0000	\$ 412,411	\$ -	\$ (412,411)
9. Infant Part C	3385	8182	5710	0000	\$ 37,210	\$ 37,210	\$ -
10. Infant State Apportionment	6510	8311	5710	0000	\$ 828,836	\$ 855,937	\$ 27,101
11. Local Revenue	6500	8699	5001	0000			\$ -
12. Infant Discretionary	6515	8590	5710	0000	\$ 18,665	\$ -	\$ (18,665)
13. Local Revenue - Interagency Agreements	6500	8311	5001	0000	\$ 70,493	\$ 50,431	\$ (20,062)
14. Other Local Revenue	6500	8699	5001	0000	\$ -	\$ 5,588	\$ 5,588
15. Contrib. frm Unrestricted	6500	8981	5001	0000	\$ 156,813	\$ 119,557	\$ (37,256)
<b>TOTAL REVENUES</b>					<b>\$ 50,061,023</b>	<b>\$ 52,164,687</b>	<b>\$ 2,103,664</b>
<b>B. EXPENDITURES</b>							
1. SAI Services - SDC					\$ 25,894,498	\$ 25,834,606	\$ (59,892)
2. Related Services - DIS					\$ 6,907,346	\$ 7,919,978	\$ 1,012,632
3. Itinerant					\$ 1,547,799	\$ 1,667,926	\$ 120,127
4. 1:1 Aide Services					\$ 5,462,738	\$ 4,938,769	\$ (523,969)
5. Bus Aides					\$ 316,913	\$ 160,277	\$ (156,636)
6. Interpreter Services					\$ 955,716	\$ 1,020,000	\$ 64,284
7. Preschool Intensive Autism					\$ 3,469,491	\$ 3,394,919	\$ (74,572)
8. Preschool SDC					\$ 2,460,609	\$ 2,447,819	\$ (12,790)
9. Preschool Related Services - DIS					\$ 1,916,486	\$ 1,563,993	\$ (352,493)
10. Early Start					\$ 1,129,428	\$ 1,124,779	\$ (4,649)
<b>TOTAL EXPENDITURES</b>					<b>\$ 50,061,023</b>	<b>\$ 50,073,067</b>	<b>\$ 12,044</b>
<b>C. PRIOR YEAR ADJUSTMENTS</b>							
1. Prior Year AB602 Revenue Funding Adjustment	6500	8319	5001	0000			\$ -
2. Beginning Balance					\$ 13,173	\$ -	\$ (13,173)
<b>TOTAL PRIOR YEAR ADJUSTMENTS</b>					<b>\$ 13,173</b>	<b>\$ -</b>	<b>\$ (13,173)</b>
<b>D. 2019-20 ENDING BALANCE</b>							
1. Total Revenues (Section A)					\$ 50,061,023	\$ 52,164,687	\$ 2,103,664
2. Plus Total Prior Year Revenue Adjustments (Section C)						\$ -	\$ -
3. Less Total Expenditures (Section B)					\$ 50,061,023	\$ 50,073,067	\$ 12,044
5. Plus Unused 2019-20 Reserve					\$ 1,502,413	\$ 1,502,413	\$ -
<b>6. 2019-20 Fee-For-Service Ending Balance</b>					<b>\$ 1,502,413</b>	<b>\$ 3,594,031</b>	<b>\$ 2,091,619</b>

Service Counts	Budget	Actuals	Diff
SAI Services - SDC	760	819.75	59.75
Related Services - DIS	969	1025.67	56.67
Itinerant	255	278.83	23.83
1:1 Aide Services	91	96.08	5.08
Bus Aides	46	30.5	-15.5
Interpeters	10	9.75	-0.25
Preschool Intensive Autism	109	104.42	-4.58
Preschool SDC	113	108.67	-4.33
Preschool Related Services - DIS	393	375.5	-17.5
Early Start (NO FFS)	64	60.08	3.92

ADA	
Estimated ADA - Budget	663.5
ADA - Actuals	707.39

San Bernardino County Superintendent of Schools

Desert Mountain County Operated Special Education 2019-20 Year-End Actuals  
September 2020

		SAI SERVICES > 50% SDC	RELATED SERVICES DIS	ITINERANT	1 TO 1 AIDE SERVICES	BUS AIDES	INTERPRETER SERVICES	PRESCHOOL INTENSIVE AUTISM	PRESCHOOL SDC	PRESCHOOL RELATED SERVICES DIS	EARLY START	TOTAL
	<b>RATE</b>	\$ 27,792.00	\$ 5,877.00	\$ 5,004.00	\$ 49,492.00	\$ 5,680.00	\$ 78,795.00	\$ 29,612.00	\$ 20,258.00	\$ 4,534.00		
<b>OBJECT</b>	<b>EXPENSE</b>											
1000-1999	Certificated Salaries	8,420,784	2,471,757	891,995	-	-	-	920,944	820,750	584,990	602,819	14,714,040
2000-2999	Classified Salaries	4,683,560	1,272,668	64,279	2,356,867	111,551	401,785	781,173	421,425	129,036	78,627	10,300,971
3000-3999	Employee Benefits	6,978,721	1,430,628	381,524	1,699,005	20,236	227,687	942,679	654,524	268,976	277,998	12,881,977
4000-4999	Books & Supplies	57,497	13,735	4,292	-	-	-	-	10,534	1,393	1,902	89,353
5000-5999	Services & Other Operating Expenditures	1,115,134	1,327,458	30,215	7,553	83	209,744	4,510	2,981	236,105	20,697	2,954,480
6000-6999	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
	Sub total	21,255,697	6,516,247	1,372,304	4,063,425	131,870	839,216	2,649,307	1,910,214	1,220,499	982,042	40,940,821
	% of Total	<b>0.62190</b>	<b>0.19065</b>	<b>0.04015</b>	<b>0.11889</b>	<b>0.00386</b>	<b>0.02455</b>	<b>0.45836</b>	<b>0.33049</b>	<b>0.21116</b>	N/A	
	Allocated Cost (GL 5001 & 5730; FN 2100, 2105, 2700, 8100)	2,294,536	703,424	148,139	438,644	14,235	90,593	445,423	321,161	205,200	43,672	4,705,028
	Sub total 1000-5000 costs	23,550,233	7,219,670	1,520,443	4,502,069	146,105	929,809	3,094,730	2,231,376	1,425,700	1,025,714	45,645,849
7300-7380	Indirect Cost @ 9.7%	2,284,373	700,308	147,483	436,701	14,172	90,191	300,189	216,443	138,293	99,065	4,427,218
	<b>TOTAL EXPENSE</b>	<b>25,834,606</b>	<b>7,919,978</b>	<b>1,667,926</b>	<b>4,938,769</b>	<b>160,277</b>	<b>1,020,000</b>	<b>3,394,919</b>	<b>2,447,819</b>	<b>1,563,993</b>	<b>1,124,779</b>	<b>50,073,067</b>

RESOURCE	OBJECT	REVENUE										
6500	8097	Property Tax Revenue										0
3310	8181	Federal Local Assistance										0
6500	8311	AB602 FFS Revenue	22,782,492	6,027,843	1,395,282	4,755,356	173,240	768,251	3,091,986	2,201,369	1,702,517	229,759
		<b>Total FFS Revenue (Lines 20-24)</b>	<b>22,782,492</b>	<b>6,027,843</b>	<b>1,395,282</b>	<b>4,755,356</b>	<b>173,240</b>	<b>768,251</b>	<b>3,091,986</b>	<b>2,201,369</b>	<b>1,702,517</b>	<b>229,759</b>

RESOURCE	OBJECT	Revenue										
		<b>LCFF Distribution (based on % of total expense of applicable program)</b>	<b>0.62190</b>	<b>0.19065</b>	<b>0.04015</b>	<b>0.11889</b>	<b>0.00386</b>	<b>0.02455</b>				
6500	8710	Local Control Funding Formula Revenue	4,869,233	1,492,735	314,366	930,845	30,209	192,247				7,829,635
3315	8182	Federal Preschool							63,360	45,684	29,189	138,233
3320	8182	Preschool Local Entitlement							0	0	0	0
3385	8182	Part C Early Intervention									37,210	37,210
6510	8311	Infant I-50 Apportionment									855,937	855,937
6513	8182	Federal Preschool - Backfill for RS 3315										0
6515	8590	Infant Discretionary									0	0
6512	8590	Mental Health									0	0
6535	8590	Staff Development									0	0
6500	8311	AB602 Base Revenue									0	0
6500	89XX	Contrib to Restricted (JCS TRANSFER)									0	0
6500	8699	Local	5,588									5,588
6500	8311	Needles (Contracted Nurse)	50,431									50,431
6500	8989	Contribution from Unrestricted	119,557								0	119,557
		Beginning Balance										0
		<b>TOTAL REVENUE:</b>	<b>\$ 27,827,301</b>	<b>\$ 7,520,578</b>	<b>\$ 1,709,648</b>	<b>\$ 5,686,201</b>	<b>\$ 203,449</b>	<b>\$ 960,498</b>	<b>\$ 3,155,346</b>	<b>\$ 2,247,053</b>	<b>\$ 1,731,706</b>	<b>\$ 1,122,906</b>

<b>Excess Cost Per Program</b>	<b>1,992,696</b>	<b>(399,400)</b>	<b>41,722</b>	<b>747,432</b>	<b>43,171</b>	<b>(59,503)</b>	<b>(239,573)</b>	<b>(200,766)</b>	<b>167,713</b>	<b>(1,873)</b>	<b>2,091,619</b>
<b>Number of Services - Final</b>	<b>819.75</b>	<b>1,025.67</b>	<b>278.83</b>	<b>96.08</b>	<b>30.50</b>	<b>9.75</b>	<b>104.42</b>	<b>108.67</b>	<b>375.50</b>	<b>60.08</b>	
<b>2019-20 Approved Rates</b>	<b>\$ 27,792</b>	<b>\$ 5,877</b>	<b>\$ 5,004</b>	<b>\$ 49,492</b>	<b>\$ 5,680</b>	<b>\$ 78,795</b>	<b>\$ 29,612</b>	<b>\$ 20,258</b>	<b>\$ 4,534</b>	<b>3,824</b>	
<b>Total 2019-20 Fee-For-Service Revenue</b>	<b>\$ 22,782,492</b>	<b>\$ 6,027,843</b>	<b>\$ 1,395,282</b>	<b>\$ 4,755,356</b>	<b>\$ 173,240</b>	<b>\$ 768,251</b>	<b>\$ 3,091,986</b>	<b>\$ 2,201,369</b>	<b>\$ 1,702,517</b>	<b>\$ 229,759</b>	<b>\$ 43,128,096</b>

SUMMARY	
2019-20 Total Revenue	\$ 52,164,687
2019-20 Total Expense	\$ 50,073,067
<b>Subtotal</b>	<b>\$ 2,091,619</b>
<b>Net Estimated FFS Ending Balance</b>	<b>\$ 2,091,619</b>
2019-20 Unused Reserve	1,502,413
<b>Total Ending Balance</b>	<b>\$ 3,594,031</b>

San Bernardino County Superintendent of Schools  
Desert Mountain County Operated Special Education Program  
2019-20 Fee-For-Service Return

District	SAI Services	% of Services	Total Return	Related Services DIS	% of Services	Total Return	Itinerant	% of Services	Total Return	1:1 Aides	% of Services	Total Return	Bus Aides	% of Services	Total Return
			\$ 1,992,696			(\$399,400)			\$ 41,722			\$ 747,432			\$ 43,171
Academy for Academic Excellence							0.25	0%	\$40						
Adelanto Elementary	77.00	10%	\$204,652	128.25	14%	(\$56,798)	22.83	9%	\$3,647	12.92	14%	\$106,411	1.08	4%	\$1,529
Apple Valley Unified	118.00	16%	\$313,622	136.17	15%	(\$60,306)	27.33	10%	\$4,366	16.50	18%	\$135,897	6.33	21%	\$8,960
Baker Valley Unified*	0.00			0.00					\$0						
Barstow Unified	53.75	7%	\$142,857	40.50	4%	(\$17,936)	20.25	8%	\$3,235	2.08	2%	\$17,131	1.00	3%	\$1,415
Bear Valley Unified	10.58	1%	\$28,120	18.25	2%	(\$8,082)	3.83	1%	\$612	1.50	2%	\$12,354	0.00	0%	\$0
Excelsior	0.00	0%	\$0	0.00	0%	\$0	2.58	1%	\$412	0.00	0%	\$0	0.00	0%	\$0
Helendale Elementary*									\$0						
Hesperia Unified	97.67	13%	\$259,589	71.42	8%	(\$31,630)	80.08	31%	\$12,794	15.83	17%	\$130,378	6.42	21%	\$9,087
Lucerne Valley Unified*	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0
Needles*									\$0						
Oro Grande Elementary	3.17	0%	\$8,425	4.50	0%	(\$1,993)	5.25	2%	\$839	1.00	1%	\$8,236	0.00	0%	\$0
Silver Valley Unified	2.83	0%	\$7,522	3.58	0%	(\$1,585)	2.17	1%	\$347	0.00	0%	\$0	0.00	0%	\$0
Snowline Jt. Unified	78.33	10%	\$208,186.53	110.08	12%	(\$48,751)	26.00	10%	\$4,154	5.08	6%	\$41,839.72	0.83	3%	\$1,174.82
Trona Jt. Unified*	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0
Victor Elementary	181.92	24%	\$483,509.43	250.84	28%	(\$111,090)	19.83	8%	\$3,168	12.17	13%	\$100,234.13	0.17	1%	\$240.63
Victor Valley Union High	126.50	17%	\$336,213.41	138.25	15%	(\$61,227)	49.75	19%	\$7,948	23.67	26%	\$194,950.02	14.67	48%	\$20,764.64
Encore - Hesperia							1.00	0%	\$160						
<b>Total</b>	<b>749.75</b>	<b>100%</b>	<b>\$1,992,696</b>	<b>901.84</b>	<b>100%</b>	<b>(\$399,400)</b>	<b>261.15</b>	<b>100%</b>	<b>\$ 41,722</b>	<b>90.75</b>	<b>100%</b>	<b>\$ 747,432</b>	<b>30.50</b>	<b>100%</b>	<b>\$ 43,171</b>

District	Interpreters	% of Services	Total Return	Preschool SDC	% of Services	Total Return	Preschool Related Services	% of Services	Total Return	Preschool Intensive Autism	% of Services	Total Return	Early Start	% of Services	Total Return	Grand Total
			(\$59,503)			(\$200,766)			\$ 167,713			(\$239,573)			(\$1,873)	2,091,619
Academy for Academic Excellence			\$0	15.08	15%	(\$29,373.73)	73.17	21%	\$35,458	20.83	21%	(\$49,127)	7.92	13%	(\$252)	\$40
Adelanto Elementary	0.00	0%	\$0	2.50	2%	(\$4,869.65)	63.42	18%	\$30,733	23.33	23%	(\$55,023)	5.08	9%	(\$162)	\$216,145
Apple Valley Unified	1.50	15%	(\$9,154)						\$0			\$0			\$0	\$364,063
Baker Valley Unified*									\$0			\$0			\$0	\$0
Barstow Unified	1.00	10%	(\$6,103)	14.33	14%	(\$27,912.84)	46.83	14%	\$22,694	8.67	9%	(\$20,448)	9.75	17%	(\$311)	\$114,622
Bear Valley Unified	0.00	0%	\$0	5.33	5%	(\$10,382.09)	15.33	4%	\$7,429	0.00	0%	\$0	0.50	1%	(\$16)	\$30,034
Excelsior	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$412
Helendale Elementary*									\$0			\$0			\$0	\$0
Hesperia Unified	2.00	21%	(\$12,206)	9.25	9%	(\$18,017.71)	42.42	12%	\$20,557	23.33	23%	(\$55,023)	14.50	25%	(\$462)	\$315,066
Lucerne Valley Unified*	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$0
Needles*									\$0			\$0			\$0	\$0
Oro Grande Elementary	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$15,507
Silver Valley Unified	0.00	0%	\$0	0.00	0%	\$0.00	0.42	0%	\$204	0.75	1%	(\$1,769)	2.25	4%	(\$72)	\$4,646
Snowline Jt. Unified	0.00	0%	\$0	14.50	14%	(\$28,243.97)	22.67	7%	\$10,985.76	0.00	0%	\$0	4.50	8%	(\$143.46)	\$189,202
Trona Jt. Unified*	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$0
Victor Elementary	0.00	0%	\$0	42.08	41%	(\$81,965.96)	81.83	24%	\$39,654.39	24.67	24%	(\$58,183.33)	14.25	24%	(\$454.29)	\$375,113
Victor Valley Union High	5.25	54%	(\$32,039.83)	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	0.00	0%	\$0	\$466,609
Encore - Hesperia									\$0			\$0			\$0	\$160
<b>Total</b>	<b>9.75</b>	<b>100%</b>	<b>(\$59,503)</b>	<b>103.07</b>	<b>100%</b>	<b>(\$200,766)</b>	<b>346.09</b>	<b>100%</b>	<b>\$ 167,713</b>	<b>101.58</b>	<b>100%</b>	<b>(\$239,573)</b>	<b>58.75</b>	<b>100%</b>	<b>(\$1,873)</b>	<b>\$2,091,619</b>

\*Districts receiving small school district protection are not included in the current year calculated return. Service counts have been removed for these districts and funds are reallocated to the remaining districts.

District	Col. A	Col. B	Col. C	Col. D	Col. E
	Unused 19/20 Reserve	2019-20 FFS Ending Balance	2019-20 Total Ending Balance	2020-21 3% Reserve \$1,641,429	Balance to Return \$1,952,603
Academy for Academic Excellence	\$ -	\$ 40	\$ 40	\$ -	\$ 40
Adelanto Elementary	\$ 145,167	\$ 216,145	\$ 361,312	\$ 163,415	\$ 197,897
Apple Valley Unified	\$ 216,257	\$ 364,063	\$ 580,320	\$ 262,469	\$ 317,851
Baker Valley Unified*	\$ -	\$ -	\$ -	\$ -	\$ -
Barstow Unified	\$ 8,404	\$ 114,622	\$ 123,026	\$ 55,643	\$ 67,383
Bear Valley Unified	\$ 22,382	\$ 30,034	\$ 52,416	\$ 23,707	\$ 28,709
Excelsior	\$ 3,186	\$ 412	\$ 3,598	\$ 1,627	\$ 1,971
Helendale Elementary*	\$ -	\$ -	\$ -	\$ -	\$ -
Hesperia Unified	\$ 248,540	\$ 315,066	\$ 563,606	\$ 254,910	\$ 308,696
Lucerne Valley Unified*	\$ 12,210	\$ -	\$ 12,210	\$ 12,210	\$ -
Needles*	\$ -	\$ -	\$ -	\$ -	\$ -
Oro Grande Elementary	\$ 6,398	\$ 15,507	\$ 21,905	\$ 9,907	\$ 11,998
Silver Valley Unified	\$ 5,805	\$ 4,646	\$ 10,451	\$ 4,727	\$ 5,724
Snowline Jt. Unified	\$ 148,501	\$ 189,202	\$ 337,703	\$ 152,737	\$ 184,966
Trona Jt. Unified*	\$ 16,836	\$ -	\$ 16,836	\$ 16,836	\$ -
Victor Elementary	\$ 335,802	\$ 375,113	\$ 710,915	\$ 321,535	\$ 389,380
Victor Valley Union High	\$ 332,925	\$ 466,609	\$ 799,534	\$ 361,706	\$ 437,828
Encore - Hesperia	\$ -	\$ 160	\$ 160	\$ -	\$ 160
<b>Total</b>	<b>\$ 1,502,413</b>	<b>\$ 2,091,619</b>	<b>\$ 3,594,031</b>	<b>\$ 1,641,429</b>	<b>\$ 1,952,603</b>

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



California Department of Education

Special Education Division

January 2020

SELPA

Fiscal Year

## B. Governance and Administration

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

### Participating Local Educational Agencies

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

### Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The Desert/Mountain Special Education Local Plan Area (SELPA) is located in the Desert/Mountain region of San Bernardino County. The Desert/Mountain SELPA is composed of participating local education agencies (LEAs) including LEA charter schools and charter schools of the district. The Desert/Mountain SELPA's LEAs cover more than a 20,100 square mile radius. Our region is from the mountains (Bear Valley) to Trona, from the top of the Cajon Pass to the Arizona border (Needles) and San Diego County where several of our charter schools are located.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

The Desert/Mountain SELPA regional governance and administrative structure of the local plan falls under the governance and administrative structure of the California Association of Health and Education Linked Professions (CAHELP) Joint Powers Authority (JPA). CAHELP JPA operates the departments of Desert/Mountain SELPA, Desert/Mountain Charter SELPA and Desert/Mountain Children's Center (a mental health component). CAHELP JPA is a consortium of local school districts within our geographical region and charter LEAs in our region and in San Diego County. Participating LEAs of the Desert/Mountain SELPA have joined in a cooperative effort to provide for the coordinated delivery of programs and services, and to assure equal access to such programs and services to eligible individuals with disabilities requiring special education within the Desert/Mountain SELPA. The CAHELP JPA Governance Council is the governing board of the Desert/Mountain SELPA and shall adopt policies for the Desert/Mountain SELPA and participating LEAs. The policies and procedures adopted by the CAHELP JPA Governance Council under the authority of the adopting LEA boards have the same status and authority as other LEA board policies. In adopting the Local Plan, each LEA agrees to carry out the duties and responsibilities assigned to each agency, or which may be designated at a later date through agreement/policy of the participating LEAs. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

Section B: Governance and Administration

SELPA Desert/Mountain SELPA

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For Charter LEAs outside the geographic boundaries of the Desert/Mountain SELPA catchment area (San Bernardino County), the CAHELP JPA Governance Council shall ensure that these Charter LEAs have full access and opportunity to participate in the coordinated system of services for identified students with disabilities. To ensure that all identified students have access, a Charter LEA with assistance from the Desert/Mountain SELPA office, may enter into a Memorandum of Understanding (MOU) and/or a contractual arrangement with the local SELPA or surrounding SELPAs or other LEAs within close proximity to the Charter LEA, including nonpublic agencies and nonpublic schools, to ensure that students are identified, assessed, receive individualized education program planning, review, and reevaluation.

The function of the Desert/Mountain SELPA and participating LEAs is to provide quality educational programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain SELPA. The Responsible Local Agency (RLA) Superintendent, LEA Superintendents and CEOs of the LEA Charters are responsible for the management and supervision of all special education program operations within the Desert/Mountain SELPA. All such programs are to operate in a manner consistent with the funding provisions of the California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain SELPA policies and procedures.

The Local Plan is a joint effort of the CAHELP JPA, San Bernardino County Office of Education (SBCOE), and participating LEAs, including Charter LEAs outside the geographic boundaries of the Desert/Mountain SELPA. SBCOE is also known as the Office of the San Bernardino County Superintendent of Schools (SBCSS) and will be referred to in this document as SBCOE. SBCOE is presently designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA and the CAHELP JPA Governance Council. The CAHELP JPA Governance Council may change the RLA and AU at its discretion and in accordance with California law.

Participating LEAs work in cooperation with SBCOE to ensure that all eligible students with disabilities enrolled in alternative education programs including, but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools, community schools, and juvenile court schools within the Desert/Mountain SELPA will have access to appropriate special education programs and related services. The Desert/Mountain SELPA will ensure and provide support to the LEAs that are out of the geographic area to ensure that all eligible students with disabilities enrolled in alternative education programs have access to appropriate special education programs and related services.

All structural changes within the organization of the Desert/Mountain SELPA, including changes in governance, are decided through deliberations of the CAHELP JPA Governance Council. All conflicts are ultimately resolved through deliberations of the CAHELP JPA Governance Council. However, most concerns are managed within various committee interactions. The Desert/Mountain SELPA Steering/Finance committee examines program issues, staffing needs, fiscal issues and advises the CAHELP JPA Governance Council regarding adoption of the Annual Service Plan and the Annual Budget Plan. If necessary, recommendations regarding policies,

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procedures, and the implementation of the Local Plan can be given to the CAHELP CEO for ultimate consideration by the CAHELP JPA Governance Council.

The Desert/Mountain SELPA is governed by the CAHELP JPA Governance Council. The CAHELP JPA Governance Council shall be advised by the CAHELP CEO who shall, in turn be advised by the Desert/Mountain SELPA Steering/Finance Committee and the Community Advisory Committee (CAC). The CAHELP CEO is responsible to ensure that all aspects of the approved Desert/Mountain SELPA Local Plan are implemented according to the approved California Department of Education (CDE) Local Plan and by the CAHELP JPA Governance Council.

**CAHELP JPA Governance Council**

The CAHELP JPA Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain SELPA, and two (2) CEO representatives from the Desert/Mountain Charter SELPA. A CEO representing multiple LEAs shall count as a single member of the CAHELP JPA Governance Council. Each member of the CAHELP JPA Governance Council may designate, in writing, an alternate representative, including but not limited to, another member of the CAHELP JPA Governance Council ("proxy"), if the Superintendent/CEO is unable to attend a meeting, the designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO for the purpose of decision-making. Such a designation must be received by the CEO prior to the commencement of a scheduled meeting of the CAHELP JPA Governance Council, and shall be good only for that meeting. One-third (1/3) of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

The CAHELP JPA Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with disabilities. The CAHELP JPA Governance Council is also empowered to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all Desert/Mountain SELPA funds. This may also include the provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with disabilities, and to undertake such ancillary and related programs as determined by the CAHELP JPA Governance Council. The CAHELP JPA Governance Council shall determine all policy matters for the CAHELP JPA.

Policies governing the Desert/Mountain SELPA shall be adopted by the CAHELP JPA Governance Council and are included as part of the Local Plan. Input may be received from parents, staff, public and nonpublic agencies, and members of the public at large. Individuals wishing an opportunity to address the Desert/Mountain SELPA Steering/Finance Committee and/or the CAHELP JPA Governance Council on a particular agenda item, or have the Desert/Mountain Steering/Finance Committee and/or the CAHELP JPA Governance Council consider a topic, are invited to complete a Request to Address either the Desert/Mountain Steering/Finance committee and/or the CAHELP JPA Governance Council form.

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The CAHELP JPA Governance Council shall review the Desert/Mountain SELPA Local Plan and recommend modifications on an annual basis or as necessary. The CAHELP CEO and Desert/Mountain SELPA Steering/Finance Committee shall assist the CAHELP JPA Governance Council with these reviews.

The CAHELP JPA Governance Council may initiate and carry on an activity, or may otherwise act in any manner which is not inconsistent with or preempted by law, and which is not in conflict with the purposes for which the Desert/Mountain SELPA is established.

The CAHELP JPA Governance Council shall have responsibility for overall management and direction of the Local Plan development, implementation, and operation. CAHELP JPA Governance Council members shall be involved in the budget review and approval process for the Local Plan. SBCOE as the current RLA, and any successors or later RLA, shall have responsibility for employing the number and type of Desert/Mountain SELPA staff to meet the program and service requirements necessary for the implementation of the Local Plan as determined by the CAHELP JPA Governance Council.

**Responsibilities of the CAHELP JPA Governance Council**

The CAHELP JPA Governance Council, with direction from the LEA governing boards, shall be responsible for the following areas of Local Plan administration and shall act to:

- A. Establish operational procedures and make decisions on any matters regarding implementation, administration, and operation of special education programs in accordance with the Local Plan;
- B. Review and approve all Desert/Mountain SELPA policies, procedures, standards, and guidelines;
- C. Review, approve, and monitor the allocation of special education funds to LEAs through the Annual Budget Plan process;
- D. Review, approve, and monitor all budgets assigned to the Desert/Mountain SELPA office;
- E. Provide leadership to the Desert/Mountain SELPA regarding the development, revision, implementation, and review of the Local Plan;
- F. Select and recommend to the Superintendent of the RLA, a qualified candidate to be employed as the CAHELP CEO;
- G. Evaluate the performance of the CAHELP CEO;
- H. Determine and provide direction related to the personnel, program, and service requirements necessary for the implementation of the Local Plan and allocation of special education funds;
- I. Meet as often as necessary during the year to implement the business of the Desert/Mountain SELPA and to provide the necessary direction and guidance to the CAHELP CEO;
- J. Provide direction, consultation, and technical assistance to the LEAs and the Superintendent of the RLA;
- K. Provide a consistent forum to develop, review, and approve policy recommendations, which are submitted to the CAHELP JPA Governance Council for consideration;
- L. Approve interagency agreements;
- M. Designate participants for the Desert/Mountain SELPA Steering/Finance Committee;
- N. Establish and promote a Community Advisory Committee (CAC);

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- O. Receive recommendations from the CAC, Desert/Mountain SELPA Steering/Finance Committee, LEA boards, and other concerned agencies and individuals;
- P. 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;
- Q. Annually evaluate the Local Plan implementation and operations; and
- R. Undertake such additional activities as permitted under the JPA Agreement and Bylaws, California law, and the Local Plan.

**Desert/Mountain SELPA Steering/Finance Committee**

Each participating LEA shall appoint an appropriate administrator of special education programs and an administrator of the LEAs business department to membership of the Desert/Mountain SELPA Steering/Finance Committee. The Desert/Mountain SELPA Steering/Finance Committee may be requested by the CAHELP JPA Governance Council to provide advice or assistance in other areas as needs are identified within the Desert/Mountain SELPA.

The Desert/Mountain SELPA Steering/Finance Committee meets on a regular basis. The CAHELP CEO or designee serves as the Chairperson of the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide informed decision-making.

The duties of the Desert/Mountain SELPA Steering /Finance Committee include, but are not limited to, the following:

- A. Provide information and recommendations for the development, modification, and implementation of the Local Plan to the CAHELP JPA Governance Council;
- B. Develop and implement forms and procedures for the identification, referral, assessment, IEP development, and special education service delivery to individuals with disabilities as established by the Local Plan;
- C. Develop procedures and recommendations for programs and services for review, modification, and approval by the CAHELP JPA Governance Council;
- D. Develop, review, and/or modify an annual budget for Desert/Mountain SELPA operations, including Regional Services, Program Specialists, and other Desert/Mountain SELPA administrative budgets prior to review, modification, and approval by the CAHELP JPA Governance Council;
- E. Recommend and monitor staff development training programs, including parent education activities;
- F. Provide recommendations for membership for the CAC;
- G. Develop, review, and/or modify the Annual Service Plan prior to adoption by the CAHELP JPA Governance Council;
- H. Develop, review, and/or modify the Annual Budget Plan prior to adoption by the CAHELP JPA Governance Council;
- I. Provide information and recommendations for the development, modification, and implementation of the Desert/Mountain SELPA funding allocation plan to the CAHELP JPA Governance Council; and,

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J. Review and make recommendations to the CAHELP JPA Governance Council regarding decisions that impact the finances of LEAs.

In addition to carrying out the responsibilities identified in the Local Plan, the Desert/Mountain SELPA Steering/Finance Committee may choose to form subcommittees to focus on special issues. Such subcommittees shall report to the Desert/Mountain SELPA Steering/Finance Committee, or CAHELP JPA Governance Council, as appropriate.

**Distribution of Federal and State Funds**

All federal and state special education funds shall be allocated to the Desert/Mountain 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 CAHELP JPA Governance Council as permitted under the CAHELP JPA Agreement and Bylaws, and California and federal law.

**Responsibilities for Distribution of Federal and State Funds**

A. The governing boards of the LEAs participating in the Desert/Mountain SELPA have agreed that students with disabilities will be provided with appropriate special education services. The CAHELP JPA Governance Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEAs to carry out their responsibilities. The AU shall be responsible for the distribution of funds according to an approved special education funding allocation plan. The CAHELP CEO is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The Desert/Mountain SELPA Steering/Finance Committee shall participate in the development of the Annual Budget Plan for review and approval by the CAHELP JPA Governance Council. The Annual Budget Plan shall be distributed to the LEAs and the CAC upon approval by the CAHELP JPA Governance Council.

State and federal funds are deposited from the San Bernardino County Treasury into the County School Service Fund (AU), unless otherwise directed by the CAHELP JPA Governance Council. The Desert/Mountain SELPA provides an annual allocation plan to SBCOE for distribution of state and federal funds to the LEAs according to the approved schedule of disbursement.

**B. Monitoring the Use of State and Federal Funds**

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

1. For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a student with a disability in accordance with the IEP for the child, even if one or more nondisabled children benefit from these services.
2. The CAHELP CEO, with the assistance of the Desert/Mountain SELPA Steering/Finance Committee, and the 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

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the appropriate use of special education funds shall be made by the CAHELP JPA Governance Council through the Annual Budget Plan process.

The Desert/Mountain SELPA monitors the distribution and appropriate use of funds and shares this information with the Desert/Mountain SELPA Steering/Finance Committee. When necessary, meetings are held with individual LEAs for the purpose of monitoring funds.

The Desert/Mountain SELPA is responsible for the preparation of program and fiscal reports requested by the State. The CAHELP CEO shall be permitted to monitor the LEAs special education program implementation to ensure compliance in all areas including finance, service delivery, and legal requirements. If the CAHELP CEO or designee determines that an LEA is not compliant and/or not operating in a fiscally responsible manner, the CAHELP CEO may require that the responsibility for resulting costs be borne by the LEA or take such other action as may be required to remedy the matter. The LEA will have the right to appeal any such determination to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

**Procedures for Changes in CAHELP JPA Governance Structure**

Any changes in the governance structure of the Desert/Mountain SELPA are subject to specific provisions of California Education Code 56140, 56195, et. seq., 56195.1 et seq., and 56202 et seq.

1. Any LEA may elect to pursue an alternative option from those specified in California Education Code 56195.1 by notifying CDE, Desert/Mountain SELPA, and the San Bernardino County Superintendent at least one year prior to the date the alternative plan would become effective (California Education Code 56195.3(b)).
2. Any alternative plan of an LEA is subject to the approval of the San Bernardino County Superintendent, which would have LEAs as participating agencies in the alternative plan (California Education Code 56195.1).
3. Approval of a proposed alternative plan by the appropriate County Superintendent(s) must be based on the capacity of the LEA(s) to ensure that special education programs and services are provided to all children with disabilities (California Education Code 56140 (b)).
4. If the County Superintendent does not approve an alternative plan, the County Office shall return the plan with comments and recommendations to the LEAs. The LEAs participating in the alternative plan may appeal the decisions to the Superintendent of Public Instruction (California Education Code 56140(b)(2)).
5. Any alternative plan to be submitted by an LEA or group or LEAs currently participating in the Desert/Mountain SELPA must meet the standards established by the State Board of Education.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

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and shall adopt policies for the Desert/Mountain SELPA and participating LEAs. The policies and procedures adopted by the CAHELP JPA Governance Council under the authority of the adopting LEA board have the same status and authority as other LEA board policy. All proposed policies are vetted through the Desert/Mountain SELPA Program Team consisting of the administrator, program managers, program specialists, psychologists, and prevention/intervention specialists within the Desert/Mountain SELPA. Policies are then taken to the Desert/Mountain SELPA Steering/Finance committee for review, input and approval. The final phase of the policy making is with the CAHELP JPA Governance Council reviewing, providing input and approval.

Opportunities for parent, community input are made through the Desert/Mountain Steering/Finance Committee meetings and the CAHELP JPA Governance Council meetings.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain SELPA Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
2. Provision of administrative support;
3. Coordination and implementation of the Local Plan;
4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain SELPA use; and
6. The employment of staff as designated by the CAHELP JPA Governance Council to support the Desert/Mountain SELPA functions.

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

**B. Selection, Employment, and Evaluation of the Desert/Mountain SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain SELPA functions according to this Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the Desert/Mountain SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain SELPA employed personnel shall be subject to the administrative procedures and policies in operation with SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain SELPA employed personnel.

**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate and decision making process regarding the implementation of the Desert/Mountain SELPA Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration in support of the participating LEAs. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain SELPA as a whole without promoting any particular LEAs' interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the CAHELP JPA Governance Council. The

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CAHELP CEO is evaluated by a joint committee comprised of the Chair of the CAHELP JPA Governance Council and at least two other superintendents/CEOs from the CAHELP JPA Governance Council. The evaluation is confirmed by a vote of the CAHELP JPA Governance Council.

The CAHELP CEO shall have the responsibility for the coordination of all Desert/Mountain SELPA activities.

**Desert/Mountain SELPA Staff**

The CAHELP JPA Governance Council shall be responsible for designating the employees to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the Desert/Mountain SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the employees for the Desert/Mountain SELPA office upon recommendation of the CAHELP JPA CEO.

Desert/Mountain SELPA employees shall be employed by the Responsible Local Agency (RLA) and supervised by the CAHELP JPA CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

The supervision of the Desert/Mountain SELPA will be determined by the CAHELP CEO. An organizational chart showing the staff to be supervised by the members of the Desert/Mountain SELPA management team will be provided to the CAHELP JPA Governance Council annually.

**Program Managers**

The Desert/Mountain SELPA employs Program Managers for various departments within our organization. The departments may include but are not limited to:

- \* Resolution Support Services
- \* Regional Professional Learning
- \* Career Technical Education
- \* Prevention and Early Intervention
- \* Compliance

Included in the Desert/Mountain SELPA staffing are Program Specialists with areas of expertise to provide professional learning and supports to our LEAs.

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

The function of the Desert/Mountain SELPA and participating LEAs is to provide quality education programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain SELPA, including charter schools who

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operate as a school of the district or as a LEA.

The Desert/Mountain SELPA currently has several LEA charter schools who are members. Some of these Charter LEAs are outside the geographic boundaries of the Desert/Mountain SELPA. The CEOs of the Charter LEAs in and outside of the geographic boundaries of the Desert/Mountain SELPA are responsible for the management and supervision of all special education program operations. To this end, the Desert/Mountain SELPA provides technical assistance in ensuring that all Charter LEAs have the support necessary to fulfill their legal obligations under California Education Code, IDEA, and other applicable laws, and the Desert/Mountain SELPA policies and procedures.

Charters who function as a school of the district operate under the policies and procedures of the Desert/Mountain SELPA through their authorizing district. Charters who operate as LEAs sign assurance of following the Desert/Mountain SELPA policies and procedures.

Charter schools that participate as a member LEA in the Desert/Mountain SELPA are deemed to be a LEA charter school. Any charter school located within the State of California may apply to the Desert/Mountain SELPA for participation as a LEA in the Desert/Mountain SELPA. If approved, a LEA charter school of the Desert/Mountain SELPA may be geographically located either within or outside the boundaries of San Bernardino County. Whether a LEA charter school is located within San Bernardino County or outside of the geographic boundaries of the county, a LEA charter school is responsible for compliance with all provisions of IDEA and implementing regulations and for ensuring that a FAPE is provided to all children with disabilities who are enrolled in and attend the charter school in the same manner as individuals with disabilities are served in other public schools.

Charter schools that seek to become LEA members of the Desert/Mountain SELPA should carefully consider their increased responsibility to provide FAPE as a LEA charter school as opposed to operation as a public school of the authorizing school district. LEA charter schools are independent entities under the IDEA. As a result, the LEA charter school, not the authoring school district, is responsible for the delivery of appropriate services to a child with a disability and compliance with IDEA.

A nonprofit charter school that desires to participate as a LEA member of the Desert/Mountain SELPA may petition the CAHELP JPA Governance Council for consideration to participate in the Desert/Mountain SELPA. In reviewing the request by a charter school to participate in the Desert/Mountain SELPA local plan, the CAHELP JPA Governance Council may not treat the charter school differently from the manner in which it treats a similar request made by a school district.

LEA charter schools will participate as an equal LEA member of the Desert/Mountain SELPA in the development and approval of the Desert/Mountain SELPA fiscal allocation plan and in the distribution of federal and state funds among the LEA members of the Desert/Mountain SELPA according to the method of distribution approved by the Desert/Mountain SELPA policy making

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process.

Charter schools that do not participate as a member LEA in an approved special education local plan area may not be deemed a LEA and shall be deemed a public school of the LEA that granted the charter.

LEAs that authorize charter schools as public schools of the district are responsible for ensuring that FAPE is provided to all children with disabilities who are enrolled in and attending the charter school.

To this end, the LEA must serve students with disabilities who attend a charter school in the same manner as students with disabilities are served in other schools of the LEA. Services to students with disabilities must include the provision of supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on site to its other public schools.

The LEA must provide an equitable share of special education funding and/or services for the provision of special education to students with disabilities attending charter schools of the LEA. If funding is provided, such funding must be provided on the same basis and at the same time as funds are provided to other public schools in the LEA. This includes proportional distribution based on relative enrollment of children with disabilities in lieu of or in addition to providing funding for the provision of special education services. A LEA may provide any necessary special education services, including administrative and support services and itinerants services that are provided by the LEA on behalf of students with disabilities enrolled in the charter school of the district.

Specific criteria as outlined in policy may be met in order for a charter school to be considered for membership in the Desert/Mountain SELPA.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

Each participating member LEA of the Desert/Mountain SELPA, including those that are out of geographic boundaries, shall appoint representatives to the CAC for the purpose of:

1. Advising the CAHELP CEO regarding the development, amendment and review of the Local Plan;
2. Recommending annual priorities to be addressed by the plan;
3. Assisting in parent education;
4. Encouraging community involvement;
5. Fulfilling such other responsibilities as designated in the Local Plan.

Each CAC representative shall be responsible to the governing board of their respective LEA. All areas of responsibility related to the Local Plan shall be implemented through regularly scheduled meetings of the CAC. Representatives from out of geographic area LEAs may

participate in CAC activities through video or telephone conference.

### **Procedures for CAC appointment**

The CAC shall be composed of members approved by their participating LEA governing board. At least fifty-one percent of the members shall be parent of students with disabilities. Members shall include the following:

1. Parents - A majority of the CAC membership is composed of parents of students enrolled in LEAs participating in the Local Plan, including those that are out of geographic boundaries. A majority of these parent members shall be parents of students with disabilities;
2. School Personnel - School related members of the CAC include general education classroom teachers, special education classroom teachers, and other school personnel;
3. Students with disabilities enrolled in special education programs;
4. Representatives of public and private agencies;
5. Others - Persons concerned with students with disabilities; and
6. One member shall be appointed by the Desert/Mountain SELPA Steering/Finance Committee.

### **Responsibilities of the CAC**

The CAC shall serve in an advisory capacity to the Desert/Mountain SELPA and shall act to:

1. Improve communications among students with disabilities, their parents/guardians, and LEA staff;
2. Increase public awareness and understanding of the unique educational needs of students with disabilities by communicating with LEAs, the Desert/Mountain SELPA, and legislative staff members;
3. Advise local, county, and state officials of the development, operation, and review of the Local Plan.
4. Provide a support group and forum for students with disabilities and their parents/guardians where they may express their needs and concerns regarding their children's education;
5. Conduct parent orientation, education training programs for individuals or groups as a means of increasing support for improved educational opportunities for all students;
6. Advise the CAHELP CEO and Desert/Mountain SELPA Steering/Finance Committee regarding the development and review of the Local Plan and review of programs under the Local Plan;
7. Make recommendations on annual priorities to be addressed under the Local Plan to the Desert/Mountain SELPA Steering/Finance Committee;
8. Assist in parent education and training. Recruit parents and other volunteers who may contribute to the implementation of the Local Plan;
9. Encourage public involvement in the development and review of the Local Plan;
10. Act in support of students with disabilities. Serve as liaison between the CAHELP CEO and the local communities;
11. Encourage regular attendance in all school programs. Assisting in parent awareness of the importance of regular school attendance;
12. Submit an annual written report to the CAHELP CEO and the Desert/Mountain SELPA Steering/Finance Committee regarding progress of CAC projects;

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- 13. Submit an annual written report to the CAHELP JPA Governance Council. Apprise the CAHELP JPA Governance Council, as needed, on matters of community concern;
- 14. Become familiar with the laws pertaining to special education and students with disabilities; and,
- 15. Other duties and responsibilities as assigned by the CAHELP JPA Governance Council.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The Local Plan is developed and updated by a committee of special and general education teachers and administrators and with participation of parents. Each participating LEA, including those that are out of geographic boundaries, shall appoint representatives to the Community Advisory Committee (CAC) for the purpose of advising the CAHELP CEO regarding the development, amendment and review of the Local Plan, recommending annual priorities to be addressed by the plan; assisting in parent education; encouraging community involvement; and fulfilling such responsibilities as designated in the Local Plan.

Policies governing the Desert/Mountain SELPA shall be adopted by the CAHELP JPA Governance Council and are included as part of the Local Plan. Input may be received from parents, staff (general and special education teachers), public and nonpublic agencies, and members of the public at large during our Desert/Mountain Steering/Finance Committee meetings, CAC, and the CAHELP JPA Governance Council meetings. Individuals wishing an opportunity to address any committee/council meeting on a particular agenda item, or have the committee/council consider a topic, are invited to complete a Request to Address the particular committee of interest.

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

- 1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain SELPA Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain SELPA.

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The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;

- 2. Provision of administrative support;
- 3. Coordination and implementation of the Desert/Mountain SELPA Local Plan;
- 4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
- 5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain SELPA use; and
- 6. The employment of staff as designated by the CAHELP JPA Governance Council to support the Desert/Mountain SELPA functions.

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

**B. Selection, Employment, and Evaluation of the Desert/Mountain SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain SELPA functions according to this Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the Desert/Mountain SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain SELPA employed personnel shall be subject to the administrative procedures and policies in operation with SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain SELPA employed personnel.

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**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate decision making processes regarding the implementation of the Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration in support of the participating LEAs. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain SELPA as a whole without promoting any particular LEAs interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations. The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA.

- 9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

The LEAs within the Desert/Mountain SELPA join together pursuant to Sections 56140 and 56195 of the California Education Code to adopt a plan to assure access to special education and services for all eligible individuals with disabilities participating in education within the Desert/Mountain SELPA jurisdiction. Participating LEAs may enter into additional contractual arrangements to meet the requirement of applicable federal and state law.

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

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

Pursuant to the provisions of Education Code Sections 56000 et seq., the Desert/Mountain SELPA shall plan, facilitate, implement, and administer the activities of the Desert/Mountain SELPA as approved by the State Board of Education, and shall perform those services as

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required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:

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

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

10. For multi-LEA local plans, specify:

a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

Education Code § 56200 (c)(2) requires that the Local Plan "specify the responsibilities of each participating county office and district governing board in the policy-making process, the responsibilities of the Superintendent of each participating district and county in the implementation of the Local Plan, and the responsibilities of LEA and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the Desert/Mountain SELPA has developed the following governance structure, policy development, and approval process.

The governing board for each LEA, Charter LEA and the San Bernardino County Superintendent approves the Agreement for Participation and the Local Plan for Special Education. As described within those documents, the Boards of Directors of the LEAs, delegate the administrative policy-making process and procedures for carrying out that responsibility to the governance structure of the Desert/Mountain SELPA.

b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The CAHELP JPA Governance Council, with direction from the LEA governing boards, shall be responsible for the following areas of Local Plan administration and shall act to:

1. Establish operational procedures and make decisions on any matters regarding implementation, administration, and operation of special education programs in accordance with the Local Plan;
2. Review and approve all Desert/Mountain SELPA policies, procedures, standards and guidelines;
3. Review, approve, and monitor the allocation of special education funds to LEAs through the Annual Budget Plan process;
4. Review, approve, and monitor all budgets assigned to the Desert/Mountain SELPA office;
5. Provide leadership to the Desert/Mountain SELPA regarding the development, revision, implementation, and review of the Local Plan;
6. Select and recommend to the Superintendent of the RLA, a qualified candidate to be

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- employed as the CAHEP CEO;
7. Evaluate the performance of the CAHELP CEO;
  8. Determine and provide direction related to the personnel, program, and service requirement necessary for the implementation of the Local Plan and allocation of special education funds;
  9. Meet as often as necessary during the year to implement the business of the Desert/Mountain SELPA and to provide the necessary direction and guidance to the CAHELP CEO;
  10. Provide direction, consultation, and technical assistance to the LEAs and the Superintendent of the RLA;
  11. Provide a consistent forum to develop, review, and approve policy recommendations, which are submitted to the CAHELP JPA Governance Council for consideration;
  12. Approve interagency agreements;
  13. Designate participants for the Desert/Mountain SELPA Steering/Finance Committee;
  14. Establish and promote a Community Advisory Committee (CAC);
  15. Receive recommendations from the CAC, Desert/Mountain SELPA Steering/Finance Committee, LEA boards, and other interested agencies and individuals;
  16. Decide disputes, if and, 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;
  17. Annually evaluate the Local Plan implementation and operations; and
  18. Undertake such additional activities as permitted under the JPA Agreement and Bylaws, California law, and the Local Plan.

c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

LEAs, in adopting the completed Local Plan, agree to carry out the duties and responsibilities assigned within the plan, or which may be designated at a later date through agreement of the participating LEAs. Participating LEAs may also enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

Each LEA shall ensure that children with disabilities are educated with children who are nondisabled to the maximum extent appropriate. Removal of children with disabilities from the general educational environment shall occur only if the nature or severity of the disability is such that education in general education classes with the use of supplementary aids and services cannot be achieved satisfactorily. It is recognized, however, that some students have educational needs so unique that it is not possible to meet those needs in their neighborhood schools or within their home LEAs. As a result, some students will need to receive services from other LEAs within the Desert/Mountain SELPA, or through additional contractual arrangements with LEAs outside of the Desert/Mountain SELPA. 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 enrollment. Such cooperation ensures that a range of program options is available through the Desert/Mountain SELPA.

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Each LEA is responsible to participate in regular meetings of the Desert/Mountain Steering/Finance Committee, CAC and CAHELP JPA Governance Council to ensure the administration of the Local Plan.

- 11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:
  - a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

- 1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain SELPA Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
- 2. Provision of administrative support;
- 3. Coordination and implementation of the Local Plan;
- 4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
- 5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain SELPA use; and
- 6. The employment of staff as designated by the CAHELP JPA Governance Council to support Desert/Mountain SELPA functions.

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

**B. Selection, Employment, and Evaluation of the Desert/Mountain SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA

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Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain SELPA functions according to this Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the Desert/Mountain SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain SELPA employed personnel shall be subject to the administrative procedures and policies in operation with SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain SELPA employed personnel.

**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate decision making processes regarding the implementation of the Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration in support of the participating LEAs. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain SELPA as a whole without promoting any particular LEAs interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations. The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA.

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b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All federal and state special education funds shall be allocated to the Desert/Mountain 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 CAHELP JPA Governance Council as permitted under the JPA Agreement and Bylaws, and California and federal law.

1. Responsibilities for Distribution of Federal and State Funds

The governing boards of the LEAs participating in the Desert/Mountain SELPA have agreed that students with disabilities will be provided with appropriate special education services. The CAHELP JPA Governance Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEAs to carry out their responsibilities. The AU shall be responsible for the distribution of funds according to an approved special education funding allocation plan. The CAHELP CEO is responsible to ensure the funds are distributed in accordance with the funding allocation plan.

The Desert/Mountain SELPA Steering/Finance Committee shall participate in the development of the Annual Budget Plan for review and approval by the CAHELP JPA Governance Council. The Annual Budget Plan shall be distributed to LEAs and the CAC upon approval by the CAHELP JPA Governance Council.

State and federal funds are deposited from the San Bernardino County Treasury into the County School Service Fund (AU), unless otherwise directed by the CAHELP JPA Governance Council. The Desert/Mountain SELPA provides an annual allocation plan to SBCOE for distribution of state and federal funds to the LEAs according to the approved schedule of disbursement.

c. The operation of special education programs:

The function of the Desert/Mountain SELPA and participating LEAs is to provide quality educational programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain SELPA. The Responsible Local Agency (RLA) Superintendent, LEA Superintendents and CEOs of the LEA Charters are responsible for the management and supervision of all special education program operations within the Desert/Mountain SELPA. All such programs are to be operated in a manner consistent with the funding provision of the California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain SELPA policies and procedures.

For Charter LEAs outside of the Desert/Mountain SELPA geographical area, the Desert/Mountain SELPA will provide technical assistance to ensure the Charter LEAs have support necessary to fulfill their legal obligations under California Education Code, the Individuals with

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Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain SELPA policies and procedures.

The Desert/Mountain SELPA Local Plan is a joint effort of the CAHELP JPA, SBCOE, and participating LEAs, including Charter LEAs. Participating LEAs work in cooperation with the SBCOE to ensure that all eligible students with disabilities enrolled in alternative education programs including, but not limited to, alternative schools, charter schools, and juvenile court schools within the Desert/Mountain SELPA will have access to appropriate special education programs and related services. The Desert/Mountain SELPA will ensure and provide support to the LEAs that are out of the geographic area to ensure that all eligible students with disabilities enrolled in alternative education programs have access to appropriate special education programs and related services.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

1. For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a student with a disability in accordance with the IEP for the child, even if one or more nondisabled children benefit from these services.

2. To develop and implement a fully integrated and coordinated services system.

The CAHELP CEO, with the assistance of the Desert/Mountain SELPA Steering/Finance Committee, and the 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 CAHELP JPA Governance Council through the Annual Budget Plan process.

The Desert/Mountain SELPA monitors the distribution and appropriate use of funds and shares this information with the Desert/Mountain SELPA Steering/Finance Committee. When necessary, meetings are held with individual LEAs for the purpose of monitoring funds. The Desert/Mountain SELPA is responsible for the preparation of program and fiscal reports requested by the State.

The CAHELP CEO shall be permitted to monitor the LEAs special education program implementation to ensure compliance in all areas including finance, service delivery, and legal requirements. If the CAHELP CEO or designee determines that an LEA is not compliant and/or not operating in a fiscally responsible manner, the CAHELP CEO may require that the responsibility for resulting costs be borne by the LEA or take such other action as may be required to remedy the matter. The LEA will have the right to appeal any such determination to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

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

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

Due to the large geographical area of the Desert/Mountain SELPA, the Local Plan provides funding per the Desert/Mountain SELPA Fiscal Allocation Plan to the member LEAs so they may appropriately provide for all students with special education needs attending their schools.

The CAHELP JPA Governance Council has indicated its strong preference for a decentralized structure that would keep as many children as possible appropriately served in their LEA of enrollment. It is felt that only when there is convincing evidence that a service is more economically feasible on a regional level would service be provided outside of the local LEAs. Leaving most programs with local LEAs will ensure their responsiveness to local interests and values; minimize transportation; encourage inclusion; and reduce duplication of administrative and service costs.

**Policies, Procedures, and Programs**

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

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children

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with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

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Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**6. Procedural Safeguards: 20 USC Section 1412(a)(6)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes  No

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**7. Evaluation: 20 USC Section 1412(a)(7)**

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Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**12. Interagency: 20 USC Section 1412(a)(12)**

Policy/Procedure Number:

Document Title:

Document Location:

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

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The policy is adopted by the SELPA as stated:

Yes  No

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**13. Governance: 20 USC Section 1412(a)(13)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

Yes  No

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**14. Personnel Qualifications**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)**

Policy/Procedure Number:

Document Title:

Document Location:

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"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

Yes  No

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**16. Participation in Assessments: 20 USC Section 1412(a)(16)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**19. Public Participation: 20 USC Section 1412(a)(19)**

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

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

Yes  No

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**20. Suspension and Expulsion: 20 USC Section 1412(a)(22)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**21. Access to Instructional Materials: 20 USC Section 1412(a)(23)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**Administration of Regionalized Operations and Services**

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

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

Reference Number:

Document Title:

Document Location:

Description:

2. Coordinated system of identification and assessment:

Reference Number:

Document Title:

Document Location:

Description:

3. Coordinated system of procedural safeguards:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

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Document Title:   
Document Location:   
Description:

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

Reference Number:   
Document Title:   
Document Location:   
Description:

7. Coordinated system of data collection and management:

Reference Number:   
Document Title:   
Document Location:   
Description:

8. Coordination of interagency agreements:

Reference Number:   
Document Title:   
Document Location:   
Description:

9. Coordination of services to medical facilities:

Reference Number:   
Document Title:   
Document Location:

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Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

12. Fiscal and logistical support of the CAC:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

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Reference Number:

Document Title:

Document Location:

Description:

15. Assurance of full educational opportunity:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

**Special Education Local Plan Area Services**

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

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Chapter 9 Transition Services"/>
Document Location:	<input type="text" value="SELPA Office/Website"/>
Description:	<input type="text" value="Policies and Procedures"/>

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

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Desert/Mountain SELPA Local Plan"/>
Document Location:	<input type="text" value="SELPA Office/Website"/>
Description:	<input type="text" value="Local Plan"/>

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

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Chapter 7, Procedural Safeguards"/>
Document Location:	<input type="text" value="SELPA Office/Website"/>
Description:	<input type="text" value="Policies and Procedures"/>

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

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Chapter 10, Positive Behavioral Interventions"/>
Document Location:	<input type="text" value="SELPA Office/Website"/>

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Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

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

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

Reference Number:

Document Title:

Document Location:

Description:

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



California Department of Education

Special Education Division

January 2020

SELPA

Fiscal Year

## B. Governance and Administration

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

### Participating Local Educational Agencies

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

### Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The Desert/Mountain Charter Special Education Local Plan Area (Charter SELPA) is composed of participating local education agency (LEA) charter schools and is the governance structure responsible for the implementation of the provisions of the Local Plan. The areas covered by the Desert/Mountain Charter SELPA are any area where an eligible charter LEA resides throughout the State of California requesting membership and obtaining approval into the Desert/Mountain Charter SELPA by the CAHELP JPA Governance Council.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

The Desert/Mountain Charter SELPA regional governance and administrative structure of the local plan falls under the governance and administrative structure of the California Association of Health and Education Linked Professions (CAHELP) Joint Powers Authority (JPA). CAHELP JPA operates the departments of Desert/Mountain SELPA, Desert/Mountain Charter SELPA and Desert/Mountain Children's Center (DMCC, a mental health component). CAHELP JPA is a consortium of local school districts within our geographical region and charter LEAs throughout the State of California. Participating LEAs of the Desert/Mountain Charter SELPA have joined in a cooperative effort to provide for the coordinated delivery of programs and services, and to assure equal access to such programs and services to eligible individuals with disabilities requiring special education within the Desert/Mountain Charter SELPA. The CAHELP JPA Governance Council is the governing board of the Desert/Mountain Charter SELPA and shall adopt policies for the Desert/Mountain Charter SELPA and participating LEAs. The policies and procedures adopted by the CAHELP JPA Governance Council under the authority of the adopting LEA boards have the same status and authority as other LEA board policies. In adopting the Local Plan, each LEA agrees to carry out the duties and responsibilities assigned to each agency, or which may be designated at a later date through agreement/policy of the participating LEAs to assist one another with meeting the requirements of applicable federal and state law. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

The CAHELP JPA Governance Council shall ensure that all Charter LEAs within the Desert/Mountain Charter SELPA shall have full access and opportunity to participate in the coordinated system of services for identified students with disabilities. To ensure that all identified students have access, a Charter LEA with assistance from the Desert/Mountain Charter SELPA office, may enter into a Memorandum of Understanding (MOU) and/or a contractual arrangement with the local SELPA or surrounding SELPAs or other LEAs within close proximity to the Charter LEA, including nonpublic agencies and nonpublic schools, to ensure that students are identified, assessed, receive individualized education program planning, review, and reevaluation. The function of the Desert/Mountain Charter SELPA and participating LEAs is to provide quality educational programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain Charter SELPA. The Responsible Local Agency (RLA) Superintendent, and CEOs of the LEA Charters are responsible for the management and supervision of all special education program operations within the Desert/Mountain Charter SELPA. All such programs are to operate in a manner consistent with the funding provisions of the California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain Charter SELPA policies and procedures.

The San Bernardino County Office of Education (SBCOE) is also known as the Office of the San Bernardino County Superintendent of Schools (SBCSS) and will be referred to in this document as SBCOE. SBCOE is presently designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA, and the CAHELP JPA Governance Council may change the RLA and AU at its discretion and in accordance with California law.

All structural changes within the organization of the Desert/Mountain Charter SELPA, including changes in governance, are decided through deliberations of the CAHELP JPA Governance Council. All conflicts are ultimately resolved through deliberations of the CAHELP JPA Governance Council. However, most concerns are managed within various committee interactions. The Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee examines program issues, staffing needs, fiscal issues and advises the CAHELP JPA Governance Council regarding adoption of the Annual Service Plan and the Annual Budget Plan. If necessary, recommendations regarding policies, procedures, and the implementation of the Local Plan can be given to the CAHELP CEO for ultimate consideration by the CAHELP JPA Governance Council.

The Desert/Mountain Charter SELPA is governed by the CAHELP JPA Governance Council. The CAHELP JPA Governance Council shall be advised by the CAHELP CEO who shall, in turn be advised by the Desert/Mountain Charter SELPA Executive Council, Steering/Finance Committee and the Community Advisory Committee (CAC). The CAHELP CEO is responsible to ensure that all aspects of the approved Desert/Mountain Charter SELPA Local Plan are implemented according to the approved California Department of Education (CDE) Local Plan and by the CAHELP JPA Governance Council.

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**CAHELP JPA Governance Council**

The CAHELP Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain SELPA, and two (2) CEO representatives from the Desert/Mountain Charter SELPA. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council may designate, in writing, an alternate representative, including but not limited to, another member of the Governance Council ("proxy") if the Superintendent/CEO is unable to attend a meeting; the designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO for the purpose of decision-making. Such a designation must be received by the CEO prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting. One-third (1/3) of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member LEAs for the education of each individual with disabilities. The Governance Council is also empowered to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all Desert/Mountain Charter SELPA funds. This may also include the provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with disabilities, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CAHELP JPA.

Policies governing the Desert/Mountain Charter SELPA shall be adopted by the CAHELP JPA Governance Council and are included as part of the Local Plan. Input may be received from parents, staff, public and nonpublic agencies, and members of the public at large. Individuals wishing an opportunity to address the Desert/Mountain Charter SELPA Executive Council, Steering/Finance Committee and/or the CAHELP JPA Governance Council on a particular agenda item, or have the Executive Council, Steering/Finance Committee and/or the CAHELP Governance Council consider a topic, are invited to complete a Request to Address the Executive Council, Steering/Finance committee and/or the CAHELP JPA Governance Council form.

The CAHELP JPA Governance Council shall review the Desert/Mountain Charter SELPA Local Plan and recommend modifications on an annual basis or as necessary. The CAHELP CEO and Desert/Mountain Charter SELPA Executive Council, and Steering/Finance Committee shall assist the CAHELP JPA Governance Council with these reviews.

The CAHELP JPA Governance Council may initiate and carry on an activity, or may otherwise act in any manner which is not inconsistent with or preempted by law, and which is not in conflict with the purposes for which the Desert/Mountain Charter SELPA is established.

The CAHELP JPA Governance Council shall have responsibility for overall management and direction of the Local Plan development, implementation, and operation. Governance Council

members shall be involved in the budget review and approval process for the Local Plan. SBCOE serves as the current RLA, and any successors or later RLA, shall have responsibility for employing the number and type of Desert/Mountain Charter SELPA staff to meet the program and service requirements necessary for the implementation of the Local Plan as determined by the CAHELP JPA Governance Council.

### **Responsibilities of the CAHELP JPA Governance Council**

The CAHELP JPA Governance Council, with direction from the LEA governing boards, shall be responsible for the following areas of Local Plan administration and shall act to:

- A. Establish operational procedures and make decisions on any matters regarding implementation, administration, and operation of special education programs in accordance with the Local Plan;
- B. Review and approve all Desert/Mountain Charter SELPA policies, procedures, standards, and guidelines;
- C. Review, approve, and monitor the allocation of special education funds to LEAs through the Annual Budget Plan process;
- D. Review, approve, and monitor all budgets assigned to the Desert/Mountain Charter SELPA office;
- E. Provide leadership to the Desert/Mountain Charter SELPA regarding the development, revision, implementation, and review of the Local Plan;
- F. Select and recommend to the Superintendent of the RLA, a qualified candidate to be employed as the CAHELP CEO;
- G. Evaluate the performance of the CAHELP CEO;
- H. Determine and provide direction related to the personnel, program, and service requirements necessary for the implementation of the Local Plan and allocation of special education funds;
- I. Meet as often as necessary during the year to implement the business of the Desert/Mountain Charter SELPA and to provide the necessary direction and guidance to the CAHELP CEO;
- J. Provide direction, consultation, and technical assistance to the LEAs and the Superintendent of the RLA;
- K. Provide a consistent forum to develop, review, and approve policy recommendations, which are submitted to the Governance Council for consideration;
- L. Approve interagency agreements;
- M. Designate participants for the Desert/Mountain Charter SELPA Steering/Finance Committee;
- N. Establish and promote a Community Advisory Committee (CAC);
- O. Receive recommendations from the CAC, Executive Council, Desert/Mountain Charter SELPA Steering/Finance Committee, LEA boards, and other concerned agencies and individuals;
- P. 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;
- Q. Annually evaluate the Local Plan implementation and operations; and
- R. Undertake such additional activities as permitted under the JPA Agreement and Bylaws, California law, and the Local Plan.

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**Desert/Mountain Charter Executive Council**

The Desert/Mountain Charter SELPA Executive Council is comprised of a representative from each Charter LEA in the Desert/Mountain Charter SELPA at the CEO level. Organizations that operate more than one Charter LEA have a single representative for all Charter LEAs. Each CEO has one vote for the Charter LEA(s) he/she represents. The Desert/Mountain Charter SELPA Executive Council makes recommendations to the CAHELP JPA Governance Council on fiscal and policy matters. This group meets regularly to direct and supervise the implementation of the Local Plan.

**Desert/Mountain Charter SELPA Steering/Finance Committee**

Each participating LEA shall appoint an appropriate administrator of special education programs and an administrator of the LEAs business department to membership of the Desert/Mountain Charter SELPA Steering/Finance Committee. The Desert/Mountain Charter SELPA Steering/Finance Committee may be requested by the CAHELP JPA Governance Council to provide advice or assistance in other areas as needs are identified within the Desert/Mountain Charter SELPA.

The Desert/Mountain Charter SELPA Steering/Finance Committee meets on a regular basis. The CAHELP CEO or designee serves as the Chairperson of the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide informed decision-making.

The duties of the Desert/Mountain Charter SELPA Steering /Finance Committee include, but are not limited to, the following:

- A. Provide information and recommendations for the development, modification, and implementation of the Local Plan to the Executive Council and CAHELP JPA Governance Council;
- B. Develop and implement forms and procedures for the identification, referral, assessment, IEP development, and special education service delivery to individuals with disabilities as established by the Local Plan;
- C. Develop procedures and recommendations for programs and services for review, modification, and approval by the CAHELP JPA Governance Council;
- D. Develop, review, and/or modify an annual budget for the Desert/Mountain Charter SELPA operations, including Regional Services, Program Specialists, and other Desert/Mountain Charter SELPA administrative budgets prior to review, modification, and approval by the Executive Council and final approval by the CAHELP JPA Governance Council;
- E. Recommend and monitor staff development training programs, including parent education activities;
- F. Provide recommendations for membership to the CAC;
- G. Develop, review, and/or modify the Annual Service Plan prior to adoption by the Executive Council and final adoption by the CAHELP JPA Governance Council;
- H. Develop, review, and/or modify the Annual Budget Plan prior to adoption by the Executive Council and final adoption by the CAHELP JPA Governance Council;
- I. Provide information and recommendations for the development, modification, and

implementation of the Desert/Mountain Charter SELPA funding allocation plan to the Executive Council and CAHELP JPA Governance Council; and,

J. Review and make recommendations to the Desert/Mountain Charter SELPA Executive Council and CAHELP JPA Governance Council regarding decisions that impact the finances of LEAs.

The Desert/Mountain Charter SELPA shall develop procedures regarding behavioral assessment and intervention to guide all staff members and parents in responding to students with challenging behaviors. Behavioral assessment and intervention plans will be considered when a student's disciplinary actions constitute a "change of placement," when behaviors impede the learning of the student or others, and when behaviors occur that are dangerous to the student and other. (Education Code 3001, 5CCR 3052, CFR 300.346-300.520, 56341(c)(2). Policies of the Desert/Mountain Charter SELPA outline the behavioral interventions for students receiving special education services within the Desert/Mountain Charter SELPA.

The Desert/Mountain Charter SELPA maintains the Management Information System (MIS). The Desert/Mountain Charter SELPA is responsible for effective collection and maintenance of data relevant to program, placement of children, and other data required by state and federal mandates

It shall be the policy of each LEA and the Desert/Mountain Charter SELPA to provide data or information to the California Department of Education (CDE) that may be required by state and/or federal regulations.

The role of the LEAs is for responsible data entry, quality and integrity of information including in each LEAs MIS system. The LEAs will approve the California Longitudinal Assessment and Pupil Data System (CALPADS) submission as required by the CDE.

The CAHELP CEO shall serve on behalf of the member LEAs and implement the Desert/Mountain Charter SELPA Local Plan including the following regional services and operations in the area of coordination of services to medical facilities.

The role of the individual LEAs is for students with disabilities who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes is the educational responsibility of the LEA in which the hospital or facility is located.

In addition to carrying out the responsibilities identified in the Local Plan, the Desert/Mountain Charter SELPA Steering/Finance Committee may choose to form subcommittees to focus on special issues. Such subcommittees shall report to the Desert/Mountain Charter SELPA Steering/Finance Committee, Executive Council or CAHELP JPA Governance Council, as appropriate.

#### **Distribution of Federal and State Funds**

All federal and state special education funds shall be allocated to the Desert/Mountain Charter 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 CAHELP JPA Governance Council as permitted under the CAHELP JPA

Agreement and Bylaws, and California and federal law.

### **Responsibilities for Distribution of Federal and State Funds**

A. The governing boards of the LEAs participating in the Desert/Mountain Charter SELPA have agreed that students with disabilities will be provided with appropriate special education services. The CAHELP JPA Governance Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEAs to carry out their responsibilities. The AU shall be responsible for the distribution of funds according to an approved special education funding allocation plan. The CAHELP CEO is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee shall participate in the development of the Annual Budget Plan for review and approval by the CAHELP JPA Governance Council. The Annual Budget Plan shall be distributed to the LEAs and the CAC upon approval by the CAHELP JPA Governance Council.

State and federal funds are deposited from the San Bernardino County Treasury into the County School Service Fund (AU), unless otherwise directed by the CAHELP JPA Governance Council. The Desert/Mountain Charter SELPA provides an annual allocation plan to SBCOE for distribution of state and federal funds to the LEAs according to the approved schedule of disbursement.

### **B. Monitoring the Use of State and Federal Funds**

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

1. For the costs of special education and related services and supplementary aids and services provided in a general education class or other education-related setting to a student with a disability in accordance with the IEP for the child, even if one or more non disabled children benefit from these services.
2. The CAHELP CEO, with the assistance of the Desert/Mountain Charter SELPA Executive Council, Steering/Finance Committee, and the 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 CAHELP JPA Governance Council through the Annual Budget Plan process.

The Desert/Mountain Charter SELPA monitors the distribution and appropriate use of funds and shares this information with the Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee. When necessary, meetings are held with individual LEAs for the purpose of monitoring funds.

The Desert/Mountain Charter SELPA is responsible for the preparation of program and fiscal reports requested by the State.

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The CAHELP CEO shall be permitted to monitor the LEAs special education program implementation to ensure compliance in all areas including finance, service delivery, and legal requirements. If the CAHELP CEO or designee determines that an LEA is not compliant and/or not operating in a fiscally responsible manner, the CAHELP CEO may require that the responsibility for resulting costs be borne by the LEA or take such other action as may be required to remedy the matter. The LEA will have the right to appeal any such determination to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

**Procedures for Changes in Governance Structure**

Any changes in the governance structure of the Desert/Mountain Charter SELPA are subject to specific provisions of California Education Code 56140, 56195, et. seq., 56195.1 et seq., and 56202 et seq.

1. Any LEA may elect to pursue an alternative option from those specified in California Education Code 56195.1 by notifying CDE, Desert/Mountain Charter SELPA, and the County Superintendent at least one year prior to the date the alternative plan would become effective (California Education Code 56195.3(b)).
2. Any alternative plan of an LEA is subject to the approval of the County Superintendent , which would have LEAs as participating agencies in the alternative plan (California Education Code 56195.1).
3. Approval of a proposed alternative plan by the appropriate County Superintendent(s) must be based on the capacity of the LEA(s) to ensure that special education programs and services are provided to all children with disabilities (California Education Code 56140 (b)).
4. If the County Superintendent does not approve an alternative plan, the County Office shall return the plan with comments and recommendations to the LEAs. The LEAs participating in the alternative plan may appeal the decisions to the Superintendent of Public Instruction (California Education Code 56140(b)(2)).
5. Any alternative plan to be submitted by an LEA or group or LEAs currently participating in the Desert/Mountain Charter SELPA must meet the standards established by the State Board of Education.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The CAHELP JPA Governance Council is the governing board of the Desert/Mountain Charter SELPA and shall adopt policies for the Desert/Mountain Charter SELPA and participating LEAs. The policies and procedures adopted by the CAHELP JPA Governance Council under the authority of the adopting LEA board have the same status and authority as other LEA board policy. All proposed policies are vetted through the Desert/Mountain Charter SELPA Program Team consisting of the administrator, program managers, program specialists, psychologists, and prevention/intervention specialists within the Desert/Mountain Charter SELPA. Policies are

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then taken to the Desert/Mountain Charter SELPA Steering/Finance Committee and Executive Council for review, input and approval. The final phase of the policy making is with the CAHELP JPA Governance Council reviewing, providing input and approval.

Opportunities for parent, community input are made through the Desert/Mountain Charter SELPA Executive Council, Charter Steering/Finance Committee meetings and the CAHELP JPA Governance Council meetings.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain Charter SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
2. Provision of administrative support;
3. Coordination and implementation of the Local Plan;
4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain Charter SELPA use; and
6. The employment of staff as designated by the CAHELP JPA Governance Council to support the Desert/Mountain Charter SELPA functions.

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

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**B. Selection, Employment, and Evaluation of the SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain Charter SELPA functions according to this Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain Charter SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain Charter SELPA. In reviewing and approving the Desert/Mountain Charter SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain Charter SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain Charter SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain Charter SELPA employed personnel shall be subject to the administrative procedures and policies in operation with the SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain Charter SELPA employed personnel.

**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate a decision making process regarding the implementation of the Desert/Mountain Charter SELPA Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership, and arbitration. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain Charter SELPA as a whole without promoting any particular LEAs interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall assist in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the CAHELP JPA Governance Council. The CAHELP CEO is evaluated by a joint committee comprised of the Chair of the CAHELP JPA Governance Council and at least two other superintendents/CEOs from the CAHELP JPA Governance Council. The evaluation is confirmed by a vote of the CAHELP JPA Governance

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Council.

The CAHELP CEO shall have the responsibility for the coordination of all the Desert/Mountain Charter SELPA activities.

**Desert/Mountain Charter SELPA Staff**

The CAHELP JPA Governance Council shall be responsible for designating the employees to support the functioning of the Desert/Mountain Charter SELPA. In reviewing and approving the Desert/Mountain Charter SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the employees for the Desert/Mountain Charter SELPA office upon recommendation of the CAHELP JPA CEO.

Desert/Mountain Charter SELPA employees shall be employed by the Responsible Local Agency (RLA) and supervised by the CAHELP JPA CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

The supervision of the Desert/Mountain Charter SELPA will be determined by the CAHELP CEO. An organizational chart showing the staff to be supervised by the members of the SELPA management team will be provided to the CAHELP JPA Governance Council annually.

**Program Managers**

The Desert/Mountain Charter SELPA employs Program Managers for various departments within the organization. The departments may include but are not limited to:

- \* Resolution Support Services
- \* Regional Professional Learning
- \* Career Technical Education
- \* Prevention and Intervention
- \* Compliance

Included in the Desert/Mountain Charter SELPA staffing are Program Specialists with areas of expertise to provide professional learning and supports to LEAs.

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

The function of the Desert/Mountain Charter SELPA and participating LEAs is to provide quality education programs and services appropriate to the needs of each eligible student, within the authorizing LEAs boundaries with a disability who is enrolled within the Desert/Mountain Charter

SELPA, including charter schools who operate as a school of the district or as a LEA.

The Desert/Mountain Charter SELPA provides supports throughout the State of California for member LEAs. The Desert/Mountain Charter SELPA provides technical assistance in ensuring that all Desert/Mountain Charter SELPA LEAs have the support necessary to fulfill their legal obligations under California Education Code, IDEA, and other applicable laws, and the Desert/Mountain Charter SELPA policies and procedures.

State law provides geographical restrictions on the operations of charter schools. Specifically, the geographic and site limitations of the Charter Schools Act apply to all charter schools, including non-classroom-based programs. Charter schools are prohibited from operating facilities outside of the geographical boundaries of their authorizing LEA, subject to limited exceptions. A charter school must identify a single charter school that will operate within the authorizing LEAs boundaries, and that all locations be identified in the charter petition. Additionally, where a charter school provides a majority of its educational services in, and a majority of its students are residents of the county in which it is authorized, the charter school may establish a resource center, meeting space, or other satellite facility in an adjacent county, provided the facility is used exclusively for educational support of students enrolled in non-classroom-based independent study.

Charters are welcome to apply for membership to the Desert/Mountain Charter SELPA on an annual basis. Notice on our website provides the timeline to submit applications. Once applications are received, the Desert/Mountain Charter SELPA team and at least one CEO from the Desert/Mountain Charter SELPA Executive Council conducts an on-site visit to the Charter LEA. Recommendations are then made to the Desert/Mountain Charter SELPA Executive Council for membership with final approval by the CAHELP JPA Governance Council.

For charter schools applying to the Desert/Mountain Charter SELPA, the charter must be a LEA for special education purposes. Charter schools who wish to be considered as a LEA have the option of joining a multi-district SELPA or a charter-only SELPA. Charter schools that opt for LEA status within a multi-district or charter-only SELPA assume legal responsibility for ensuring that children with disabilities receive special education and related services to which they are entitled under federal law. Desert/Mountain Charter SELPA is a charter-only SELPA. Charter LEAs across the state of California who are members of the Desert/Mountain Charter SELPA typically operate their own special education services by either hiring or contracting with qualified staff. Some Charter LEAs seek economies of scale by forming special education service collaboratives outside of the traditional Charter SELPA structure, either with other charter schools or nearby LEAs.

Charter schools that seek LEA status and membership in a SELPA must notify their current SELPA and the CDE of their intended exit at least one full year before exiting. The charter school shall also ensure that agreements with its authorizer are conducive to membership in a new SELPA. The charter agreement and/or Memorandum of Understanding (MOU) should allow the charter school to seek LEA status and/or change SELPAs.

The Desert/Mountain Charter SELPA Administrator (CAHELP CEO), in coordination with participating Desert/Mountain SELPA Charter LEAs, including those that are out-of-geographic boundaries, implement the Local Plan including the coordination of interagency agreements. Interagency agreements are a mechanism for interagency coordination to ensure services required for Free Appropriate Public Education (FAPE) are provided to eligible children with disabilities. Interagency agreements provide information regarding agency roles, services for children, financial obligations, participating entities, and a process for resolving disagreements among parties to the agreement.

For Charter LEAs located outside of San Bernardino County, the Charter LEA will coordinate service agreements with the County in which the Charter LEA is located, to preserve consistency of procedure among agencies.

Additionally, Title 5 of the California Code of Regulations 3062 requires that a master contract shall be used by a charter LEA when effectuating formal agreements with certified nonpublic agencies and nonpublic schools (NPA/S). The master contract shall specify the administrative and financial agreements between the Charter LEA and the NPA/S. A continuum of placements and services must be available if needed by a child with a disability. The term of the master contract shall not exceed one year.

A MOU is an agreement established with the charter school and its authorizer regarding the format, frequency, and scope of oversight activities. While not required, a MOU between the authorizer and charter school may specify how various aspects related to the charter school's operations will be handled. Some authorizers provide extensive language to be included in the charter petition itself governing these items, others will rely on a separate MOU to provide for areas beyond those covered in the petition. A MOU could include a provision for the educational services for children with disabilities, delineating the entity responsible for providing special education instruction and related services and the process through which such compliance will be achieved. The MOU should describe any anticipated transfer of special education funds between the authorizer and the charter school, or the SELPA and the charter school.

When a child with a disability enrolls in the Charter LEA and he/she needs additional related services, the services will be the responsibility of the Charter LEA. The Desert/Mountain Charter SELPA Administrator (CAHELP CEO) or designee will work collaboratively with the SELPA where the Charter LEA is located to contract with them or locate additional providers from the area. Clearly defined MOUs between the authorizer and the Charter LEA will help minimize and mitigate operational challenges for charter schools, authorizing entities, and the SELPA in which the charter LEA is located.

The Desert/Mountain Charter SELPA as authorized by the California State Board of Education assists California Charter LEAs that have successfully completed the Desert/Mountain Charter SELPA membership process and have signed an Agreement for Participation. Charter LEAs accepted into the Desert/Mountain Charter SELPA are deemed LEAs pursuant to Education

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Code 47641 and are obligated to provide special education and related services to applying or enrolled students actually, or potentially entitled to services under applicable state and federal laws and regulations. The Agreement for Participation details the Charter LEA member, SBCOE, and the Desert/Mountain Charter SELPA's mutual agreement for the provision of services under the Local Plan.

The Desert/Mountain Charter SELPA endeavors that all children with disabilities attending Charter LEA members shall receive appropriate special education services, and that such special education programs and services shall be coordinated and operated in the Desert/Mountain Charter SELPA in accordance with the approved policies and procedures defined in the Agreement for Participation.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

Each participating member LEA of the Desert/Mountain Charter SELPA, shall appoint representatives to the CAC for the purpose of:

1. Advising the CAHELP CEO regarding the development, amendment and review of the Local Plan;
2. Recommending annual priorities to be addressed by the plan;
3. Assisting in parent education;
4. Encouraging community involvement;
5. Fulfilling such other responsibilities as designated in the Local Plan.

Each CAC representative shall be responsible to the governing board of their respective LEA. All areas of responsibility related to the Local Plan shall be implemented through regularly scheduled meetings of the CAC. Representatives from out of geographic area LEAs may participate in CAC activities through video or telephone conference.

**Procedures for CAC appointment**

The CAC shall be composed of members approved by their participating LEA governing board. At least fifty-one percent of the members shall be parents of students with disabilities. Members shall include the following:

1. Parents - A majority of the CAC membership is composed of parents of students enrolled in LEAs participating in the Local Plan, including those that are out of geographic boundaries. A majority of these parent members shall be parents of students with disabilities;
2. School Personnel - School related members of the CAC include general education classroom teachers, special education classroom teachers, and other school personnel;
3. Students with disabilities enrolled in special education programs;
4. Representatives of public and private agencies;
5. Others - Persons concerned with students with disabilities; and
6. One member shall be appointed by the Desert/Mountain Charter SELPA Steering/Finance Committee.

**Responsibilities of the CAC**

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The CAC shall serve in an advisory capacity to the Desert/Mountain Charter SELPA and shall act to:

1. Improve communications among students with disabilities, their parents/guardians, and LEA staff;
2. Increase public awareness and understanding of the unique educational needs of students with disabilities by communicating with LEAs, the Desert/Mountain Charter SELPA, and legislative staff members;
3. Advise local, county, and state officials of the development, operation, and review of the Local Plan.
4. Provide a support group and forum for students with disabilities and their parents/guardians where they may express their needs and concerns regarding their children's education;
5. Conduct parent orientation, education training programs for individuals or groups as a means of increasing support for improved educational opportunities for all students;
6. Advise the CAHELP CEO, the Desert/Mountain Charter SELPA Executive Council and Charter SELPA Steering/Finance Committee regarding the development and review of the Local Plan and review of programs under the Local Plan;
7. Make recommendations on annual priorities to be addressed under the Local Plan to the Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee;
8. Assist in parent education and training. Recruit parents and other volunteers who may contribute to the implementation of the Local Plan;
9. Encourage public involvement in the development and review of the Local Plan;
10. Act in support of students with disabilities. Serve as liaison between the CAHELP CEO and the local communities;
11. Encourage regular attendance in all school programs. Assisting in parent awareness of the importance of regular school attendance;
12. Submit an annual written report to the CAHELP CEO and the Desert/Mountain Charter SELPA Executive Council and Desert/Mountain Charter SELPA Steering/Finance Committee regarding progress of CAC projects;
13. Submit an annual written report to the CAHELP JPA Governance Council. Apprise the CAHELP JPA Governance Council, as needed, on matters of community concern;
14. Become familiar with the laws pertaining to special education and students with disabilities; and,
15. Other duties and responsibilities as assigned by the CAHELP JPA Governance Council.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

Policies governing the Desert/Mountain Charter SELPA shall be adopted by the CAHELP JPA Governance Council and are included as part of the Local Plan. Input may be received from parents, staff (general and special education teachers), public and nonpublic agencies, and members of the public at large during the Desert/Mountain Charter SELPA Executive Council,

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Steering/Finance Committee meetings, CAC, and/or the CAHELP JPA Governance Council meetings. Individuals wishing an opportunity to address any committee/council meeting on a particular agenda item, or have the committee/council consider a topic, are invited to complete a Request to Address the particular committee of interest.

The Local Plan is developed and updated by a committee of special and general education teachers and administrators and with participation of parents. Each participating LEA, including those that are out of geographic boundaries, shall appoint representatives to the Community Advisory Committee (CAC) for the purpose of advising the CAHELP CEO regarding the development, amendment and review of the Local Plan, recommending annual priorities to be addressed by the plan; assisting in parent education; encouraging community involvement; and fulfilling such responsibilities as designated in the Local Plan.

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain Charter SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
2. Provision of administrative support;
3. Coordination and implementation of the Desert/Mountain Charter SELPA Local Plan;
4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain Charter SELPA use; and
6. The employment of staff as designated by the CAHELP JPA Governance Council to support Desert/Mountain Charter SELPA functions.

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

**B. Selection, Employment, and Evaluation of the Charter SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain Charter SELPA functions according to this Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain Charter SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain Charter SELPA. In reviewing and approving the Desert/Mountain Charter SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain Charter SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain Charter SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain Charter SELPA employed personnel shall be subject to the administrative procedures and policies in operation with the SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain Charter SELPA employed personnel.

**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate decision making processes regarding the implementation of the Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain Charter SELPA as a whole without promoting any particular LEA's interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations.

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The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA.

9. Describe the contractual agreements and the SELPA’s system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

The LEAs within the Desert/Mountain Charter SELPA join together pursuant to Sections 56140 and 56195 of the California Education Code to adopt a plan to assure access to special education and services for all eligible individuals with disabilities participating in education within our Desert/Mountain Charter SELPA jurisdiction. In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating LEAs may enter into additional contractual arrangements to meet the requirement of applicable federal and state law.

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

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

Pursuant to the provisions of Education Code Sections 56000 et seq., the Desert/Mountain Charter SELPA shall plan, facilitate, implement, and administer the activities of the Desert/Mountain Charter SELPA as approved by the State Board of Education, and shall perform those services as required to accomplish the elements set forth in the plan as well as those required by state and federal law. Those services include, but are not limited to the following:

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

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

10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

Education Code 56200 (c)(2) requires that the Local Plan "specify the responsibilities of each

participating county office and district governing board in the policy-making process, the responsibilities of the Superintendent of each participating LEA and county in the implementation of the Local Plan, and the responsibilities of the LEA and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the Desert/Mountain Charter SELPA has developed the following governance structure, policy development, and approval process.

The governing board for each Charter LEA and the San Bernardino County Superintendent approves the Agreement for Participation and the Local Plan for Special Education. As described within those documents, the Boards of Directors of the Charter LEAs delegate the administrative policy-making process and procedures for carrying out that responsibility to the governance structure of the Desert/Mountain Charter SELPA.

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The CAHELP JPA Governance Council and the Desert/Mountain Charter SELPA Executive Council, with direction from the LEA governing boards, shall be responsible for the following areas of Local Plan administration and shall act to:

1. Establish operational procedures and make decisions on any matters regarding implementation, administration, and operation of special education programs in accordance with the Local Plan;
2. Review and approve all Desert/Mountain Charter SELPA policies, procedures, standards and guidelines;
3. Review, approve, and monitor the allocation of special education funds to LEAs through the Annual Budget Plan process;
4. Review, approve, and monitor all budgets assigned to the Desert/Mountain Charter SELPA office;
5. Provide leadership to the Desert/Mountain Charter SELPA regarding the development, revision, implementation, and review of the Local Plan;
6. Select and recommend to the Superintendent of the RLA, a qualified candidate to be employed as the CAHELP CEO;
7. Evaluate the performance of the CAHELP CEO;
8. Determine and provide direction related to the personnel, program, and service requirements necessary for the implementation of the Local Plan and allocation of special education funds;
9. Meet as often as necessary during the year to implement the business of the Desert/Mountain Charter SELPA and to provide the necessary direction and guidance to the CAHELP CEO;
10. Provide direction, consultation, and technical assistance to the LEAs and the Superintendent of the RLA;
11. Provide a consistent forum to develop, review, and approve policy recommendations, which are submitted to the CAHELP JPA Governance Council for consideration;
12. Approve interagency agreements;
13. Designate participants for the Desert/Mountain Charter SELPA Steering/Finance Committee;

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- 14. Establish and promote a Community Advisory Committee (CAC);
- 15. Receive recommendations from the Desert/Mountain Charter SELPA Executive Council, CAC, Desert/Mountain Charter SELPA Steering/Finance Committee, LEA boards, and other interested agencies and individuals;
- 16. 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;
- 17. Annually evaluate the Local Plan implementation and operations; and
- 18. Undertake such additional activities as permitted under the JPA Agreement and Bylaws, California law, and the Local Plan.

AB1808 requires each LEA, in developing a local plan, to cooperate with the county office of education to assure that the local plan is compatible with the local control and accountability plans adopted for the school district and the county board of education. The bill would require, commencing July 1, 2020, a special education local plan area to review its local plan at least once every three years and update as needed to ensure information contained within the plan remains relevant and accurate.

AB1808 requires the superintendent or other chief administrator of a LEA to post on the Internet Web site of the local education agency any local plan, annual budget plan, annual service plan, and annual assurances support plan upon approval of the special education local plan area, and any updates or revisions to the plans upon approval of the special education local plan area.

AB1808 requires a county superintendent of schools to post any local plan, annual budget plan, and annual assurances support plan upon approval of the county office of education, and all local plans submitted by special education local plan areas in the county, on the Internet Web site of the county office of education.

- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Charter LEAs, in adopting the completed Local Plan, agree to carry out the duties and responsibilities assigned within the plan, or which may be designated at a later date through agreement of the participating charter LEAs. Participating charter LEAs may also enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

Each charter LEA shall ensure that children with disabilities are educated with children who are non disabled to the maximum extent appropriate. Removal of children with disabilities from the general educational environment shall occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. It is recognized, however, that some students have educational needs so unique that it is not possible to meet those needs within their charter LEA. As a result, some students will need to receive services from other LEAs within the Desert/Mountain Charter SELPA, or through additional contractual arrangements with LEAs outside of the Desert/Mountain Charter SELPA. Each charter LEA shall cooperate to the maximum extent possible

with other agencies to serve individuals with disabilities who cannot be served in the LEA of enrollment. Such cooperation ensures that a range of program options is available through the Desert/Mountain Charter SELPA.

Each charter LEA is responsible to participate in regular meetings of the Desert/Mountain Charter Executive Council, Steering/Finance Committee, CAC and CAHELP JPA Governance Council to ensure the administration of the Local Plan.

SELPA Program Specialists provide services to each of our LEAs including but not limited to:

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

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

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA.

**A. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under California Education Code 56195.1(c)(2) such as, but not limited to:

1. Receipt and distribution of regionalized services funds as approved by the CAHELP JPA Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The Desert/Mountain Charter SELPA Executive Council, Steering/Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain Charter SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
2. Provision of administrative support;
3. Coordination and implementation of the Local Plan;
4. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;
5. Receipt and distribution of special education funds to accounts exclusively designated for the Desert/Mountain Charter SELPA use; and
6. The employment of staff as designated by the CAHELP JPA Governance Council to support the Desert/Mountain Charter SELPA functions.

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

**B. Selection, Employment, and Evaluation of the SELPA Staff**

The governing boards of each of the participating LEAs agree to invest in the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the Desert/Mountain Charter SELPA functions according to this

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Local Plan.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain Charter SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain Charter SELPA. In reviewing and approving the Desert/Mountain Charter SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain Charter SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain Charter SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain Charter SELPA employed personnel shall be subject to the administrative procedures and policies in operation with SBCOE including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable Desert/Mountain Charter SELPA employed personnel.

**C. CAHELP CEO**

The fundamental role of the CAHELP CEO is to provide leadership and facilitate decision making processes regarding the implementation of the Local Plan. The CAHELP CEO's role includes the provision of information, specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration. It is the CAHELP CEO's responsibility to represent the interest of the Desert/Mountain Charter SELPA as a whole without promoting any particular LEA's interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations. The role of SBCOE is designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain Charter SELPA.

- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

All federal and state special education funds shall be allocated to the Desert/Mountain Charter 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

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be made by the CAHELP JPA Governance Council as permitted under the JPA Agreement and Bylaws, and California and federal law.

1. Responsibilities for Distribution of Federal and State Funds

The governing boards of the LEAs participating in the Desert/Mountain Charter SELPA have agreed that students with disabilities will be provided with appropriate special education services. The CAHELP JPA Governance Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEAs to carry out their responsibilities. The AU shall be responsible for the distribution of funds according to an approved special education funding allocation plan. The CAHELP CEO is responsible to ensure the funds are distributed in accordance with the funding allocation plan.

The Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee shall participate in the development of the Annual Budget Plan for review and approval by the CAHELP JPA Governance Council. The Annual Budget Plan shall be distributed to LEAs and the CAC upon approval by the CAHELP JPA Governance Council.

State and federal funds are deposited from the San Bernardino County Treasury into the County School Service Fund (AU), unless otherwise directed by the CAHELP JPA Governance Council. The Desert/Mountain Charter SELPA provides an annual allocation plan to SBCOE for distribution of state and federal funds to the LEAs according to the approved schedule of disbursement.

c. The operation of special education programs:

The function of the Desert/Mountain Charter SELPA and participating LEAs is to provide quality educational programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain Charter SELPA. The Responsible Local Agency (RLA) Superintendent, and CEOs of the LEA Charters are responsible for the management and supervision of all special education program operations within the Desert/Mountain Charter SELPA. All such programs are to be operated in a manner consistent with the funding provision of the California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain Charter SELPA policies and procedures.

The Desert/Mountain Charter SELPA will provide technical assistance in ensuring the Charter LEAs have support necessary to fulfill their legal obligations under California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain Charter SELPA policies and procedures.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

1. For the costs of special education and related services and supplementary aids and services provided in a regular class or other education-related setting to a student with a disability in accordance with the IEP for the child, even if one or more non disabled children benefit from these services.

2. To develop and implement a fully integrated and coordinated services system. The CAHELP CEO, with the assistance of the Desert/Mountain Charter SELPA Executive Council, Steering/Finance Committee, and the 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 CAHELP JPA Governance Council through the Annual Budget Plan process.

The Desert/Mountain Charter SELPA monitors the distribution and appropriate use of funds and shares this information with the Desert/Mountain Charter SELPA Executive Council and Steering/Finance Committee. When necessary, meetings are held with individual LEAs for the purpose of monitoring funds.

The Desert/Mountain Charter SELPA is responsible for the preparation of program and fiscal reports requested by the State.

The CAHELP CEO shall be permitted to monitor the LEAs special education program implementation to ensure compliance in all areas including finance, service delivery, and legal requirements. If the CAHELP CEO or designee determines that an LEA is not compliant and/or not operating in a fiscally responsible manner, the CAHELP CEO may require that the responsibility for resulting costs be borne by the LEA or take such other action as may be required to remedy the matter. The LEA will have the right to appeal any such determination to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

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

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

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are available within the Desert/Mountain Charter SELPA.

Due to the large geographical area of the Desert/Mountain Charter SELPA, the Local Plan provides funding per the Desert/Mountain Charter SELPA Fiscal Allocation Plan to the member LEAs so they may appropriately provide for all students with special education needs attending their schools.

The CAHELP JPA Governance Council has indicated its strong preference for a decentralized structure that would keep as many children as possible appropriately served in their LEA of enrollment. It is felt that only when there is convincing evidence that a service is more economically feasible on a regional level would service be provided outside of the local LEAs. Leaving most programs with local LEAs will ensure their responsiveness to local interests and values; minimize transportation; encourage inclusion; and reduce duplication of administrative and service costs.

**Policies, Procedures, and Programs**

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

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

Yes     No

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

Policy/Procedure Number:

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Document Title:

Document Location:

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**6. Procedural Safeguards: 20 USC Section 1412(a)(6)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

Yes  No

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**7. Evaluation: 20 USC Section 1412(a)(7)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

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Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to

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LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

Yes  No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

**12. Interagency: 20 USC Section 1412(a)(12)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

**13. Governance: 20 USC Section 1412(a)(13)**

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Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

Yes  No

---

**14. Personnel Qualifications**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

**15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)**

Policy/Procedure Number:

Document Title:

Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

Yes  No

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**16. Participation in Assessments: 20 USC Section 1412(a)(16)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

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

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**19. Public Participation: 20 USC Section 1412(a)(19)**

Policy/Procedure Number:

Policy/Procedure Title:

Document Location:

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

Yes  No

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**20. Suspension and Expulsion: 20 USC Section 1412(a)(22)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

**21. Access to Instructional Materials: 20 USC Section 1412(a)(23)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

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**22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

**23. Prohibition on Mandatory Medicine: 20 USC Section 1412(a)(25)**

Policy/Procedure Number:

Document Title:

Document Location:

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

Yes  No

---

**Administration of Regionalized Operations and Services**

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

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

Reference Number:

Document Title:

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Document Location:

Description:

2. Coordinated system of identification and assessment:

Reference Number:

Document Title:

Document Location:

Description:

3. Coordinated system of procedural safeguards:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

7. Coordinated system of data collection and management:

Reference Number:

Document Title:

Document Location:

Description:

8. Coordination of interagency agreements:

Reference Number:

Document Title:

Document Location:

Description:

9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

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

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Reference Number:   
Document Title:   
Document Location:   
Description:

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

Reference Number:   
Document Title:   
Document Location:   
Description:

12. Fiscal and logistical support of the CAC:

Reference Number:   
Document Title:   
Document Location:   
Description:

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

Reference Number:   
Document Title:   
Document Location:   
Description:

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

Reference Number:   
Document Title:

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Document Location:

Description:

15. Assurance of full educational opportunity:

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

**Special Education Local Plan Area Services**

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

Reference Number:

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Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

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

Reference Number:

Document Title:

Document Location:

Description:

5. A description of the process being used to oversee and evaluate placements in nonpublic,

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nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Chapter 13"/>
Document Location:	<input type="text" value="Charter SELPA Office/Website"/>
Description:	<input type="text" value="Policies and Procedures"/>

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

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

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

Reference Number:	<input type="text" value="N/A"/>
Document Title:	<input type="text" value="Chapter 6"/>
Document Location:	<input type="text" value="Charter SELPA Office/Website"/>
Description:	<input type="text" value="Policies and Procedures"/>

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

**2020-2021**

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General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services  
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## **NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

### **Authorization for Master Contract and General Provisions**

#### **Authority**

#### **1. MASTER CONTRACT**

This Master Contract (or “Agreement”) is entered into this 1st day of July, 2020, between the **California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA)** through the Desert/Mountain SELPA, Desert/Mountain Charter SELPA, and Desert/Mountain Children’s Center (hereinafter referred to as “CAHELP JPA”), authorized by member districts and charter schools (hereinafter referred to as “LEA”) to act as the representative/contracting agent, and **New Mediscan II, LLC DBA Cross Country Education** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361, and 56365 et seq., and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003), and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the CAHELP JPA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized CAHELP JPA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of an LEA student, the CAHELP JPA shall submit to the CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed to in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. CAHELP JPA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the CAHELP JPA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school/agency placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

#### **2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school/agency services shall be provided consistent with the area of certification and

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### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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licensure specified by CDE Certification and as defined in California Education Code section 56366 et seq., and within the professional scope of practice of each provider's license, certification, and/or credential.

A current copy of CONTRACTOR's nonpublic school/agency certification or waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2, must be provided to the CAHELP JPA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify CAHELP JPA of such expiration of certification or waiver.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 25 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to students shall be certified and/or licensed by that State to provide, respectively, special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State, or other public agency having delegated authority by contract with the State to license, to provide nonmedical care to children, including but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the State where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the CAHELP JPA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modifications or relocation of facilities; and (5) significant modification of the program, may result in the suspension or revocation of CDE certification, and/or suspension or termination of this Master Contract by the CAHELP JPA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract or agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, State, local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable CAHELP JPA/LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR, must be specifically agreed to in writing between

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### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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the CONTRACTOR and CAHELP JPA/LEA. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with CAHELP JPA/LEA policies and shall indemnify CAHELP JPA/LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable CAHELP JPA/LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavioral interventions).

CONTRACTOR acknowledges and understands that CAHELP JPA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

#### 4. TERM OF MASTER CONTRACT

The term of this Master Contract or agreement shall be from July 1, 2020 to June 30, 2021 (Title 5 of the California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the CAHELP JPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2020. In the event a Master Contract or agreement is not renegotiated by June 30<sup>th</sup>, an interim contract may be entered into as mutually agreed upon for up to ninety (90) days from July 1 of the new fiscal year (Title 5 of the California Code of Regulations section 3062(d)). No Master Contract will be offered unless and until all the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the CAHELP JPA.

The provisions of this Master Contract or agreement apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to the CAHELP JPA within thirty (30) calendar days of change of ownership or change of authorized representative.

#### 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the CAHELP JPA procedures and each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the CAHELP JPA may modify the procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide the CAHELP JPA with all information as requested in writing to secure a Master Contract or a renewal.

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At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. The CAHELP JPA may require additional information as applicable. CONTRACTOR that is a nonpublic school shall provide the CAHELP JPA with an updated classroom roster, including LEA students' names, assigned teachers, paraprofessionals, and credentialing or licensing of each staff member, by the 5<sup>th</sup> of each month. If the application packet is not completed and returned to the CAHELP JPA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the CAHELP JPA duly signed by an authorized representative within ninety (90) calendar days of issuance by the CAHELP JPA, the new contract rates will not take effect until the newly executed Master Contract is received by the CAHELP JPA, and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to the CAHELP JPA by CONTRACTOR (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

#### 6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and CAHELP JPA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract or agreement, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the CAHELP JPA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the CAHELP JPA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to LEA student as a result of lack of provision of services while LEA student was served by the nonpublic school or agency.

If a parent or student's LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of

## 2020-2021 MASTER CONTRACT

### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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State and Federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH consistent with section 1415(k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the CAHELP JPA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the CAHELP JPA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the CDE and its officers, agents, and/or employees.
- b. The term "authorized representative/contracting agent" refers to the California Association of Health and Education Linked Professions Joint Powers Agreement (CAHELP JPA). It is understood that the CAHELP JPA initiates a Master Contract based on the request of a LEA member.

The term "local educational agency (LEA)" refers to the school districts and charter schools who are members of the CAHELP JPA (Refer to Exhibit B for list of member LEAs in the CAHELP JPA).

- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970, or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services, and has met Federal and State certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or in the absence of such requirements, the State education agency approved or recognized requirements, and adheres to the standards of professional practice established in Federal and State law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by

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State laws or regulations (Title 5 of the California Code of Regulations section 3001(y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other State licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, or refer to themselves using a specified professional title, including but not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State licensing agency, a certificate of registration with the appropriate professional organization at the national or State level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. “Parent” means:
  - i. a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child;
  - iii. 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,
  - iv. a surrogate parent,
  - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations section 300.30(b)(1) or (2).

Parent does not include the State or any political subdivision of government or the nonpublic school/agency under contract with the CAHELP JPA for the provision of special education or related services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

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- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.
- k. The term “ERMHS” refers to Educationally Related Mental Health Services.

## ADMINISTRATION OF CONTRACT

### 8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the CAHELP JPA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Master Contract.

### 9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavioral intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; State nonpublic school and/or agency certification by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; case receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; Federal/State payroll quarterly reports; bank statements and canceled checks, or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information

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from the record. Such log shall be maintained as required by California Education Code section 49064, and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of the LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by State and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to the LEA. These shall include, but not be limited to, current transcripts, IEP/ISPs, and reports. CAHELP JPA/LEA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### 10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

#### 11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the CAHELP JPA of any change of ownership or corporate control within thirty (30) calendar days of change of ownership, or change of authorized representative.

#### 12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the CAHELP JPA is located.

#### 13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the CAHELP JPA to conform to administrative and statutory guidelines issued by any State, Federal, or local governmental agency. The party seeking such modification shall provide the CAHELP JPA thirty (30) day notice of any such changes or modifications made to conform to administrative or statutory guidelines, and a copy of the statute or regulation upon which the modification or changes are based.

#### 14. TERMINATION

This Master Contract or an ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless

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the parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the CAHELP JPA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 6. CONTRACTOR or the CAHELP JPA may also terminate an ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

#### 15. INSURANCE

CONTRACTOR shall, at his/her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

#### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- a. **Commercial General Liability Insurance**, including both bodily injury and property damage,
- \$2,000,000 per occurrence
  - \$500,000 fire damage
  - \$5,000 medical expenses
  - \$1,000,000 personal & adv. injury
  - \$3,000,000 general aggregate
  - \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- b. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000.

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- c. **Commercial Auto Liability Insurance** for all owned scheduled, non-owned, or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools, and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with the State of California auto insurance requirements.

- d. **Errors and Omissions (E&O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- e. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the CAHELP JPA with certificates of insurance evidencing required coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The policy shall name the CAHELP JPA and LEA as additional insured's in case legal action is brought against the CAHELP JPA and LEA for actions or negligence of the CONTRACTOR. The Commercial General Liability and Automobile Liability policy shall name the CAHELP JPA and LEA as additional insured's premiums on all insurance policies that shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- f. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the CAHELP JPA. At its option, the CAHELP JPA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by CAHELP JPA, or eliminate such deductibles or self-insured retentions with respect to CAHELP JPA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- g. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to CAHELP JPA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by CAHELP JPA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- h. All Certificates of insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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#### **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT CENTER (“RTC”)**

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- a. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence

\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the CAHELP JPA and LEA, and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the CAHELP JPA/LEA which may be applicable to any claims or loss shall be deemed excess and the RTC’s insurance primary despite any conflicting provisions in the RTC’s policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the CAHELP JPA/LEA.

- b. **Workers’ Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers’ Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- c. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per occurrence.
- d. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence with no Self-Insured Retention.
- e. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- f. **Sexual Molestation and Abuse Coverage** unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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If the CAHELP JPA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

If any of the policies required to be maintained under these insurance requirements are written on a claims-made basis, the following shall apply:

1. The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services to be performed.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the services.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement, the RTC must purchase an extended reporting period for a minimum of five (5) years after the completion of services or the termination of this Agreement.
4. Upon request, a copy of the claims-made reporting requirements must be submitted to the CAHELP JPA for review.

#### 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless CAHELP JPA/LEA and its Board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (CAHELP JPA/LEA Indemnities) harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence, intentional act, willful act, or omission of CONTRACTOR, including without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it (excluding CAHELP /LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The CAHELP JPA/LEA shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, CAHELP JPA shall defend, indemnify, and hold CONTRACTOR and its Board members, administrators, employees, agents, attorneys, and subcontractors (CONTRACTOR Indemnities) harmless against all liability, loss, damage, and expense (including reasonable attorney's fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent, intentional act or willful act, or omission of CAHELP JPA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

CAHELP JPA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers CAHELP JPA employees acting within the course

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and scope of their respective duties, and that its self-insurance covers the CAHELP JPA's indemnification obligations under this Master Contract.

#### 17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between the CAHELP JPA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the CAHELP JPA and any individual assigned by CONTRACTOR to perform any services for the CAHELP JPA/LEA.

If the CAHELP JPA is determined to be a partner, joint venture, co-principal, employer, or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the CAHELP JPA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties, and interest charges incurred by the CAHELP JPA as a result of that holding.

#### 18. SUBCONTRACTING

CONTRACTOR shall provide written notification to the CAHELP JPA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event the CAHELP JPA determines that it can provide the subcontracted service(s) at a lower rate, the CAHELP JPA may elect to provide such service(s). If the CAHELP JPA elects to provide such service(s), the CAHELP JPA shall provide written notification to the CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible unless written approval for any change is first obtained by the CAHELP JPA. Any subcontract of the work contemplated under this Agreement without the express written approval from the CAHELP JPA shall be considered a material breach of the Agreement and the CAHELP JPA shall have the rights under the law for that material breach. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the CAHELP JPA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the CAHELP JPA. All endorsements are to be received and approved by the CAHELP JPA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the CAHELP JPA/LEA as additional insured.

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As an alternative to the CAHELP JPA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All certificates of insurance must reference the CAHELP JPA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in sections 46 (Clearance Requirements) and 47 (Staff Qualifications) of this Master Contract.

CONTRACTOR shall provide for the insurance provider to send written notice of cancellation to the CAHELP JPA/LEA at least forty-five (45) days prior to cancellation or material change in coverage.

#### 19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the CAHELP JPA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose and refrain from any relationship with the CAHELP JPA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code, section 1090 including, but not limited to, employment with CAHELP JPA/LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a LEA student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the CAHELP JPA otherwise agree in writing, the CAHELP JPA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by the CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by the CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section

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56366.3, which provides in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the CAHELP JPA/LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty-five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide related services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA. Additionally, when the CONTRACTOR is a nonpublic agency servicing a LEA student, the CONTRACTOR shall never act as an unbiased assessor for CONTRACTOR gain by making recommendations for additional CONTRACTOR services outside of the existing contract or outside of the IEP process.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition-free "scholarship" basis, and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

#### 20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operations of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by Federal or State law, or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

### EDUCATIONAL PROGRAM

#### 21. DISPUTE RESOLUTION

In the event of a disagreement regarding the distribution of funding, responsibility for service provision and any other activities specified within this Master Contract, it is the intent of the CAHELP JPA that issues be resolved at the lowest level possible. The CAHELP JPA Governance Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of forty-five (45) days, but is not intended to undermine local authority.

If LEA or CONTRACTOR, including those that are out-of-geographic boundaries, disagree with a decision or practice of another agency or the CAHELP JPA office, including the Desert/Mountain SELPA and Desert/Mountain Charter SELPA that LEA or CONTRACTOR has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties, directly involved. The parties involved will present issues to their respective superintendent/CDE or designee, who will attempt to resolve the matter. Either party may request the direct assistance of the CAHELP CEO or his/her designee, or the services of a neutral mediator from outside the CAHELP JPA. In the event the issue cannot

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be resolved either party may request review by the CAHELP CEO, or his/her designee. If the issue cannot be resolved with the recommendation of the CAHELP CEO, either party may request that the issue be placed on the agenda of the CAHELP JPA Governance Council for a hearing on the issues and ultimate resolution. The decision of the CAHELP JPA Governance Council shall be final.

If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

#### **22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school/agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the LEA student's IEP. If student services are provided by a third party (i.e., Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and CAHELP JPA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including but not limited to, screenings, assessments to include translation of such written assessment reports when required, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible LEA students with low incidence disabilities when specified in the LEA student's IEP and ISA. Such equipment remains the property of the CAHELP JPA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA procedures.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special

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education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and parent agree otherwise in writing.

#### 23. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school/agency services shall be provided consistent with the area of certification specified by CDE certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy, and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; and (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music, and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to State and Federal law; and (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to the CAHELP JPA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements. At the close of each semester for LEA students in grades 9 through 12 inclusive, CONTRACTOR shall prepare transcripts and submit them to the student's LEA of residence for evaluation of progress toward completion of diploma or certificate of completion requirements. The LEA shall issue the high school diploma or certificate of completion to LEA students.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavioral Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each LEA student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by the CONTRACTOR to a substitute program, or provided at a location not specifically authorized by the IEP team. Except for services provided by a

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contractor that is an LCI, all services not provided in the school setting require the presence of a parent, guardian, or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to the CAHELP JPA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavioral Intervention Services must have a trained behaviorist or trained equivalent on staff. It is understood that behavior intervention services are limited per CDE certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the CAHELP JPA and CONTRACTOR agree otherwise in writing.

#### 24. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades kindergarten through 12 inclusive, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at the same level that California Education Code prescribes for the LEA.

Per California Education Code section 46207(a), notwithstanding sections 46200 to 46205, inclusive, upon a determination that a school district equals or exceeds its local control funding formula target computed pursuant to section 42238.02 as determined by the calculation of a zero difference pursuant to paragraph (1) of subdivision (b) of section 42238.03, each school district, as a condition of apportionment pursuant to section 42238.02, as implemented pursuant to section 42238.03, shall, for each fiscal year, offer, at the minimum, the following number of minutes of instruction:

1. To pupils in kindergarten, 36,000 minutes.
2. To pupils in grades 1 to 3, inclusive, 50,400 minutes.
3. To pupils in grades 4 to 8, inclusive, 54,000 minutes.
4. To pupils in grades 9 to 12, inclusive, 64,800 minutes.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

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When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

#### 25. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and CAHELP JPA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one thirty (30) school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### 26. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the CAHELP JPA a school calendar with the total number of billable days not to exceed 180 days, plus twenty (20) extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the CAHELP JPA. Nothing in this Master Contract shall be interpreted to require the CAHELP JPA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

The student must have actually been in attendance during the regular school year and/or during extended school year, and actually received services on a billable day of attendance

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in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. LEA student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

#### **27. DATA REPORTING**

CONTRACTOR shall agree to provide to the CAHELP JPA, all data related to LEA student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this Master Contract including student discipline and requested by and in the format required by the CAHELP JPA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Web IEP System or comparable system approved by the CAHELP JPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The CAHELP JPA/LEA shall provide the CONTRACTOR with appropriate software, user training, and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at their discretion.

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### 28. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow all CAHELP JPA/LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a LEA student should be transitioned into the public school setting, CONTRACTOR shall assist in implementing the IEP team’s recommended activities to support transition which may include, but not be limited to, facilitation of dual enrollment, scheduling, transportation arrangements, and other student supports. Additionally, that these provisions shall also apply to mediated agreements and OAH decisions.

CONTRACTOR shall notify the LEA should the LEA student show progress is not being made and shall request an IEP team meeting with the LEA to discuss the appropriate LRE. Conversely, should the LEA student show improvement in his/her educational placement, CONTRACTOR shall call an IEP team meeting with the LEA to decide on the appropriate LRE.

### 29. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), the Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities test (using LEA-authorized assessment instruments), the FITNESSGRAM® (physical fitness test), and the English Language Proficiency Assessments for California (“ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA, and State and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of the CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA, and State and Federal guidelines.

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#### 30. MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend CAHELP JPA/LEA mandated meetings when legal mandates, and/or CAHELP JPA/LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. The CAHELP JPA/LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

#### 31. POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of California Education Code 49005, et seq., 56521.1 and 56521.2, regarding positive behavioral interventions. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal law and its implementing regulations. If the IEP team determines that a LEA student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavioral Intervention Plan (BIP), the IEP team may conclude it is sufficient to address the LEA student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BER"). CONTRACTOR will submit a written copy of any BER report or incident report to CAHELP JPA and LEA within 24 hours of its development.

CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment of new staff who have any contact or interactions with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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CONTRACTOR may complete their own incident report for events that do not meet emergency intervention requirements.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others, and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a BER form be completed and submitted to the CAHELP JPA and LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify parent within twenty-four (24) hours via telephone. If the LEA student's IEP does not contain a BIP or Positive Behavioral Intervention Plan (PBIP), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment (FBA), and to determine an interim plan. If the LEA student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with the LEA an IEP meeting within two (2) days.

Pursuant to California Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (3) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (5) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by State law to use a locked room; (7) any intervention that precludes adequate supervision of individual; and (8) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Education Code sections 56521.1 and 56521.2. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports and other strategies to address that behavior, consistent with section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual student, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the LEA student's parent/guardian and CAHELP JPA when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

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mechanical restraint or seclusion of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

#### **32. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for LEA student discipline that is consistent with State and Federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and CAHELP JPA, CONTRACTOR shall provide CAHELP JPA on a monthly basis a written report of all incidents in which a statutory offense is committed by any LEA student regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code 48900 and 48915.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and CAHELP JPA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

#### **33. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all State assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting (California Education Code sections 56366(a)(2)(B)(i) and (ii), and 56345(b)(4)).

If the LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the LEA student into the general education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the LEA student from the special education program into the general education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR, or the LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and

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participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR, and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols), written assessment reports and translations of such written assessment reports, when required, created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to CAHELP JPA/LEA policy and procedures. It is understood that attendance at the IEP meeting is part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Web IEP System for all IEP planning and progress reporting. The CAHELP JPA/LEA shall provide training for any nonpublic school/agency to assure access to Web IEP. The nonpublic school/agency shall maintain confidentiality of all IEP data on the Web IEP System and shall protect the password requirements of the system. When a LEA student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of the Web IEP System for that LEA student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the LEA student's IEP. In the event that the CONTRACTOR believes the LEA student requires a change of placement, the CONTRACTOR may request a review of the LEA student's IEP for the purposes of considering a change in the student's placement. LEA student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by the LEA or OAH consistent with section 1415(k)(1)(7) of Title 20 of the United States Code.

If no parent or guardian can attend the IEP team meeting, the CONTRACTOR with support of the LEA, shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, the CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter. There must be documentation of parent consent to the IEP obtained via telephone or by written signature before payment can be made for the services rendered.

#### **34. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individual with Disabilities Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in

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foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to California Education Code section 51225.1.

#### **35. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the CAHELP JPA/LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with CAHELP JPA/LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular LEA student's IEP/Individual and Family Service Plan (ISP/IFSP).

#### **36. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment policies pursuant to California Education Code section 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8(a)(d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the CAHELP JPA. CONTRACTOR shall immediately notify CAHELP JPA and LEA of any complaints filed against it related to LEA student and provide CAHELP JPA and LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

#### **37. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/posttests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans, or behavioral intervention plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by State and Federal laws and regulations and pursuant to CAHELP JPA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to the LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and the development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion. CONTRACTOR understands and accepts that CONTRACTOR is also responsible for the costs of translation for all written assessment reports when requested by the parent and when required.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, and/or any assessments and translations of such written assessment reports when requested and when required, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the LEA student's record and shall be made available to the LEA upon written request.

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#### **38. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer for LEA students in grades 9 through 12 inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

#### **39. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the student's change of residence as specified in LEA procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered following the student's change of residence.

If an LEA student is enrolled in the nonpublic school without the LEA's knowledge, the CONTRACTOR shall notify the LEA within twenty-four (24) hours. Failure to notify the LEA within twenty-four (24) hours may result in a delay or forfeiture of reimbursement to the CONTRACTOR.

#### **40. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when a LEA student is withdrawn without prior notice from school and/or services, including LEA student's change of residence to a residence outside of LEA service boundaries, and LEA student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC").

#### **41. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters.

CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

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CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the LEA student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for an emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in LEA student's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9(c)(1), Health and Safety Code section 1501.1(b), (AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003)), AB 1261 (2005, AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 704 (2015), and the procedures set forth in the CAHELP JPA/LEA Procedures. An LCI shall not require that a LEA student be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), Title 20 of the United States Code section 1412(a)(1)(A) and California Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Title 20 of the United States Code section 1401(29); California Education Code section 56031; Title 5 of the California Code of Regulations section 3001 et seq., California Code of Regulations, Title 2 section 60100 et seq., regarding the provision of counseling services, including residential care for LEA students to receive a FAPE as set forth in the LEA student's IEPs.

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If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified as special education students, the list shall include: (1) special education eligibility at the time of enrollment; and (2) the educational placement and services specified in each LEA student's IEP at the time of enrollment. A copy of the current IEP shall be provided to CAHELP JPA and LEA.

Unless placement is made pursuant to an OAH order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that State to provide, respectively, special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

#### 43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### 44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA or CAHELP JPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but not limited to, a review of progress the student is making towards the goals set forth in the student's individual education program, a review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable, an observation of the student during instruction, and a walkthrough of the facility. The LEA OR CAHELP JPA SHALL report the findings resulting from the monitoring visit to the California Department of Education within 60 days of the onsite visit.

The LEA or CAHELP JPA shall conduct an onsite visit to the NPS before placement of a student if the LEA does not have any students enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the CAHELP JPA/LEA access to its facilities for additional periodic monitoring of each LEA student's instructional program. CAHELP JPA/LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, CAHELP JPA/LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each LEA student's progress.

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If CONTRACTOR is also an LCI and/or NPS/RTC, the CAHELP JPA and CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9, and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’s facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any CAHELP JPA/LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant State and Federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that the CAHELP JPA/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for all of CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the CAHELP JPA that none of its employees, volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the

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employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to CAHELP JPA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the CAHELP JPA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another State agency. Background clearances and proof of subsequent arrest notification services as required by California Penal Code section 11105.2, for all staff shall be provided upon request.

#### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1), and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (Title 5 of the California Code of Regulations section 3064 (a)). Documentation (e.g., a letter) must exist in the employee's personnel file if the teacher does not have the appropriate certification or authorization to teach a LEA student with specific disability indicating this is not a misassignment but rather an IEP team determination of FAPE. The teachers shall also be authorized to teach English language learners as needed.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight, and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to

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provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent); and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate through a formal State or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that State to provide special education and related services to students under the Federal Individuals with Disabilities Education Act (Title 20 of the United States Code section 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the CAHELP JPA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, certifications, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify CAHELP JPA/LEA and CDE in writing within thirty (30) calendar days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

CONTRACTOR shall notify the CAHELP JPA/LEA within thirty (30) calendar days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The CAHELP JPA/LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications, or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the CAHELP JPA/LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the CAHELP JPA.

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#### 48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage on the LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for his/her child. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

#### 49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. It is neither required nor desirable that an employee of the LEA or CONTRACTOR, related service provider, student, or parent be subjected to abusive language or behavior. All parties under this Master Contract shall promote mutual respect, civility, and orderly conduct when carrying out the provisions of this Agreement.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policy and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The

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names of any adult other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## HEALTH AND SAFETY MANDATES

### 50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable Federal, State, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406; and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### 51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable Federal, State, and local laws, regulations, and ordinances. Failure to notify the CAHELP JPA/LEA and CDE of any changes in major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the CAHELP JPA.

CONTRACTOR shall have a disaster plan, if applicable, with written emergency procedures and operations in the event of a catastrophic occurrence such as, but not limited to, an earthquake, bomb threat, medical emergencies, and/or power outage.

CONTRACTOR shall maintain and keep available for inspection by the CAHELP JPA/LEA a log containing the date, time, and length of all practice disaster drills completed during the

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current school year, as well as all practice drills completed during the previous three (3) years.

CONTRACTOR shall report within seven (7) days to the CAHELP JPA/LEA any violations of items found out of compliance by the fire marshal during inspection of the premises and accompanying buildings. The CONTRACTOR is required to have an operational fire warning system that complies with all required State and Federal laws. Additionally, the CONTRACTOR must also have an occupancy capacity sign clearly posted in all rooms as required in California Health and Safety Code and/or by the fire marshal.

#### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the LEA student's IEP, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with LEA student's physician's written orders. Any change in medication type, administration method, amount, or schedule must be authorized by both a licensed physician and parent.

#### **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within twenty-four (24) hours by fax, electronically, and/or U.S. mail, any accident or incident report to the LEA and CAHELP JPA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under CONTRACTOR's supervision, the need for mental health service; injuries requiring medical attention; and injuries resulting from physical restraint, LEA student has injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in CAHELP JPA/LEA. All Ed Codes 48900 and 48915 incidences must be submitted monthly by the 5<sup>th</sup> day of the following month to LEA and CAHELP JPA.

#### **54. CHILD ABUSE REPORTING**

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CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

#### **55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as Federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

### **FINANCIAL**

#### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all CAHELP/LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and

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ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the CAHELP JPA procedures, and will be governed by all applicable Federal and State laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavioral intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the CAHELP JPA/LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the CAHELP JPA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a CAHELP JPA form with signatures in the manner prescribed by CAHELP JPA in the CAHELP JPA procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each LEA student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the CAHELP JPA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. CAHELP JPA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of CAHELP JPA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the CAHELP JPA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by CAHELP JPA. CAHELP JPA shall pay properly submitted re-

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billing invoices no later than forty-five (45) days after the date a completed corrected re-billing invoice is received by the CAHELP JPA.

In no case, shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case, shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the CAHELP JPA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the CAHELP JPA, then no limit is set provided that the CAHELP JPA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. CAHELP JPA will not pay mileage for NPA employee unless authorized through an ISA.

#### **58. RIGHT TO WITHHOLD PAYMENT**

The CAHELP JPA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when LEA student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by CAHELP JPA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by California Education Code section 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a LEA student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the CAHELP JPA until completion of a review or audit, if deemed necessary by the CAHELP JPA. Such review or audit shall be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the CAHELP JPA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of

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the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date of the violation occurred and until the violation is cured; or (f) if the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the CAHELP JPA determines that cause exists to withhold payment to CONTRACTOR, CAHELP JPA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that CAHELP JPA is withholding payment. Such notice shall specify the basis or bases for the CAHELP JPA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the CAHELP JPA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, the CAHELP JPA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the CAHELP JPA specifying the reason it believes payment should not be withheld. The CAHELP JPA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the CAHELP JPA believes payment should not be made. If the CAHELP JPA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the CAHELP JPA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

1. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.
2. After sixty (60) business days: Disagreements between the CAHELP JPA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

#### **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the CAHELP JPA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the CAHELP JPA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## 2020-2021 MASTER CONTRACT

### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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#### 60. PAYMENT FOR ABSENCES

##### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage pursuant to the CAHELP JPA/LEA procedures. Substitute teachers shall remain with their assigned class during all instructional time. The CAHELP JPA/LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute. The CAHELP JPA/LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

##### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the CAHELP JPA/LEA procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. The CAHELP JPA/LEA shall not pay for services provided on days that a LEA student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under State law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the LEA student was served. The CAHELP JPA/LEA shall not be responsible for payment of related services for days on which a LEA student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under State law, nor shall LEA student be eligible for make-up services.

##### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The CAHELP JPA/LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours

## 2020-2021 MASTER CONTRACT

### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the CAHELP JPA/LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the LEA student's absence, as specified in the CAHELP JPA/LEA procedures. The CAHELP JPA/LEA shall not be responsible for the payment of services when LEA student is absent.

#### STUDENT ABSENCE WITHOUT OFFICIAL LEAVE (AWOL)

CONTRACTOR will hold a bed for a student absent without official leave (AWOL) for a period of ten (10) days. The CAHELP JPA/LEA agrees to pay the residential fee only during the ten (10) days that the bed is being held.

#### 61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422;

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure – If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternate placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to

## 2020-2021 MASTER CONTRACT

### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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determine the need for make-up days or service changes and shall work together to amend IEP and ISA paperwork as appropriate.

#### **62. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain, and the CAHELP JPA/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices, and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the CAHELP JPA/LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; State nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; Federal/State payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the CAHELP JPA/LEA. CONTRACTOR shall make available to the CAHELP JPA/LEA all budgetary information including operating budgets submitted by CONTRACTOR to the CAHELP JPA/LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the CAHELP JPA/LEA) at all reasonable times and without charge. All records shall be provided to the CAHELP JPA/LEA within five (5) working days of a written request from the CAHELP JPA/LEA. CONTRACTOR shall, at no cost to the CAHELP JPA/LEA, provide assistance for such examination or audit. The CAHELP JPA/LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the CAHELP JPA/LEA, unless the CAHELP JPA/LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the CAHELP JPA/LEA upon request by the CAHELP JPA/LEA.

If an inspection, review, or audit by the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the CAHELP JPA/LEA monies as a result of CONTRACTOR's over billing or failure to

## 2020-2021 MASTER CONTRACT

### General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services

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perform, in whole or in part, any of its obligations under this Master Contract, the CAHELP JPA/LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the CAHELP JPA/LEA otherwise agree in writing, CONTRACTOR shall pay to the CAHELP JPA/LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the CAHELP JPA/LEA, a State agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the CAHELP JPA/LEA within thirty (30) days of receipt of the CAHELP JPA/LEA's written notice demanding payment.

#### 63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services (ERMHS) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavioral support through individual counseling, group counseling, and family consultation and support, as appropriate. It is a collaborative model, which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. ERMHS costs are all inclusive and combined with the daily rate as ERMHS+RB (ERMHS + Room and Board). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of ten (10) days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

#### 64. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- a. CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- b. Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a

**2020-2021 MASTER CONTRACT**

**General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services**

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criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**EXHIBIT A**

See attached Rate Schedule.

**EXHIBIT B**

See attached Member LEA list.

**2020-2021 MASTER CONTRACT**

**General Agreement for Nonsectarian, Nonpublic School/Nonpublic Agency Services**

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**Notices to CAHELP JPA/LEA shall be addressed to:**

**California Association of Health & Education**

**Linked Professions**

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Authorized Representative

**17800 Highway 18, Apple Valley, CA 92307**

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Address

**(760) 955-3555, (760) 242-5363 fax**

---

Contact Phone/Fax Numbers

**jenae.holtz@cahelp.org**

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Email Address

**Notices to CAHELP JPA/LEA shall be addressed to:**

**Peggy Dunn, Program Manager**

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Name

**California Association of Health & Education**

**Linked Professions**

---

Authorized Representative

**17800 Highway 18, Apple Valley, CA 92307**

---

Address

**(760) 955-3588, (760) 242-5363 fax**

---

Contact Phone/Fax Numbers

**Peggy.dunn@cahelp.org**

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Email Address



**2020-2021 MASTER CONTRACT**

**EXHIBIT B: List of Participating Local Educational Agencies (LEAs)  
Desert/Mountain SELPA and Desert/Mountain Charter SELPA**

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**PARTICIPATING LEAs in the Desert/Mountain SELPA:**

- Academy for Academic Excellence Charter School
- Adelanto Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Excelsior Charter School
- Excelsior Corona-Norco Charter
- Health Sciences High
- Helendale Elementary School District
- Hesperia Unified School District
- Lucerne Valley Unified School District
- Needles Unified School District
- Norton Space and Aeronautics Academy Charter School
- Oro Grande Elementary School District
- San Bernardino County Superintendent of Schools
- Silver Valley Unified School District
- Snowline Joint Unified School District
- Trona Joint Unified School District
- Victor Elementary School District
- Victor Valley Union High School District

**PARTICIPATING LEAs to the Desert/Mountain Charter SELPA:**

- Allegiance STEAM Academy- Thrive
- Aveson Global Leadership Academy
- Aveson School of Leaders
- Ballington Academy for the Arts and Sciences
- Desert Trails Preparatory Academy
- Encore Junior/Senior High School
- Julia Lee Performing Arts Academy
- LaVerne Elementary Preparatory Academy
- Leonardo da Vinci Health Sciences Charter School
- Odyssey Charter School
- Odyssey Charter School- South
- Pasadena Rosebud Academy Charter School
- Pathways to College
- Taylion High Desert Academy



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004  
610.617.7900 • Fax 610.617.7940 • [PHLY.com](http://PHLY.com)

10/10/2019

California Health & Education Linke  
Professionals, JPA  
17800 US Highway 18  
Apple Valley, CA 92307-1221

**Re: PHPK2046412**

Dear Valued Customer:

Thank you very much for choosing Philadelphia Indemnity Insurance Company for your insurance needs. Our first class customer service, national presence and A++ (Superior) A. M. Best financial strength rating have made us the selection by over 550,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHL Y and please visit [PHLY.com](http://PHLY.com) to learn more about our Company!

Sincerely,

Robert D. O'Leary Jr.  
President & CEO  
Philadelphia Insurance  
Companies

RDO/sm



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Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

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## **Philadelphia Indemnity Insurance Company**

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# **Commercial Lines Policy**

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THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
  - ONE OR MORE COVERAGE FORMS
  - APPLICABLE FORMS AND ENDORSEMENTS



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Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Philadelphia Indemnity Insurance Company**  
**COMMON POLICY DECLARATIONS**

**Policy Number:** PHPK2046412

**Named Insured and Mailing Address:**

California Health & Education Linke  
Professionals, JPA  
17800 US Highway 18  
Apple Valley, CA 92307-1221

**Producer:** 4041

ARTHUR J. GALLAGHER & CO  
18201 Von Karman Ave Ste 200  
Irvine, CA 92612

**Policy Period From:** 10/07/2019 **To:** 10/07/2020

(949)349-9800

at 12:01 A.M. Standard Time at your mailing  
address shown above.

**Business Description:** Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	<b>PREMIUM</b>
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	24,528.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	1,629.00
Businessowners	
Workers Compensation	
Professional Liability	30,170.00
Sexual/Physical Abuse	5,480.00
	<b>Total \$ 61,807.00</b>
Total Includes Federal Terrorism Risk Insurance Act Coverage	<b>438.00</b>

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE**  
**Refer To Forms Schedule**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

President and CEO

# Philadelphia Indemnity Insurance Company

## Form Schedule – Policy

**Policy Number:** PHPK2046412

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
WHY MyPHLY	0000	WHY MyPHLY?
CSNotice-1	0818	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
IL N 177	0912	California Premium Refund Disclosure Notice
PI-FEES-NOTICE 1	0619	Notice Late Fee Reinstatement Fee
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Named Insured Sched	0100	Named Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0270	0912	California Changes - Cancellation And Nonrenewal
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

# Philadelphia Indemnity Insurance Company

## Locations Schedule

**Policy Number:** PHPK2046412

Premis. No.	Bldg. No.	Address
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0001	0001	17800 US Highway 18 Apple Valley, CA 92307-1221
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# Philadelphia Indemnity Insurance Company

## Named Insured Schedule

**Policy Number:** PHPK2046412

Desert/Mountain SELPA  
Desert/Mountain Charter SELPA  
Desert/Mountain Children's Center

# Philadelphia Indemnity Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK2046412

Agent # 4041

See Supplemental Schedule

### LIMITS OF INSURANCE

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit (Any One Premises)
\$	5,000	Medical Expense Limit (Any One Person)

### FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Non Profit Organization

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:** This policy is not subject to premium audit.

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$ 24,528.00	\$

### RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: NONE

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

\_\_\_\_\_  
Countersignature Date

\_\_\_\_\_  
Authorized Representative

# Philadelphia Indemnity Insurance Company

## Form Schedule – General Liability

**Policy Number:** PHPK2046412

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2230	0798	Exclusion - Corporal Punishment
CG2244	0413	Exclusion -Services Furnished By Health Care Providers
CG2402	1204	Binding Arbitration
CG3234	0105	California Changes
PI-GL-001	0917	Exclusion - Lead Liability
PI-GL-002 CA	0208	Exclusion - Asbestos Liability
PI-GLD-HS	1011	General Liability Deluxe Endorsement: Human Services
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	0718	Special Events Endorsement

# Philadelphia Indemnity Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2046412

Agent # 4041

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
CA SALES/SERVICE ORGANIZATION  PROD/COMP OP SUBJ TO GEN AGG LIMIT	47367	25,000,000  PAYROLL	0.876	INCL	22,338	INCL
CA LIABILITY DELUXE	44444				2,190	



# PHILADELPHIA INSURANCE COMPANIES

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One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004  
610.617.7900 • Fax 610.617.7940 • [PHLY.com](http://PHLY.com)

10/10/2019

California Association of Health and  
Education Linked Professionals, JPA  
17800 US Highway 18  
Apple Valley, CA 92307-1221

Tg<'PHUB696339

Dear Valued Customer:

Thank you very much for choosing Philadelphia Indemnity Insurance Company for your insurance needs. Our first class customer service, national presence and A++ (Superior) A. M. Best financial strength rating have made us the selection by over 550,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHL Y and please visit [PHLY.com](http://PHLY.com) to learn more about our Company!

Sincerely,

Robert D. O'Leary Jr.  
President & CEO  
Philadelphia Insurance  
Companies

RDO/sm

POLICY NUMBER: PHUB696339



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

## COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	4041 ARTHUR J. GALLAGHER & CO 18201 Von Karman Ave Ste 200 Irvine, CA 92612  (949) 349-9800
NAMED INSURED: <b>California Association of Health and Education Linked Professionals, JPA</b>	
MAILING ADDRESS: 17800 US Highway 18 Apple Valley, CA 92307-1221	
POLICY PERIOD: FROM <u>10/07/2019</u> TO <u>10/07/2020</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>5,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>5,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>5,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>5,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB696339

<b>PREMIUM</b>	
PREMIUM SUBTOTAL	\$ 21,205.00
STATE TAXES, FEES, SURCHARGES (if applicable)	\$ <u>Not Applicable</u>
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 21,205.00
AUDIT PERIOD: <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY	

<b>DESCRIPTION OF BUSINESS</b>	
FORM OF BUSINESS:	<u>NON PROFIT ORGANIZATION</u>
BUSINESS DESCRIPTION:	<u>Non-Profit Umbrella</u>

<b>ENDORSEMENTS ATTACHED TO THIS POLICY</b>	
SEE ATTACHED SCHEDULE	
<hr/>	

POLICY NUMBER: PHUB696339

<b>SCHEDULE OF UNDERLYING INSURANCE</b>		
<b>Employers' Liability</b>		
Company:		
Policy Number:		
Policy Period:		
Minimum Applicable Limits		
Bodily injury by accident	\$ _____	Each Accident
Bodily injury by disease	\$ _____	Each Employee
Bodily injury by disease	\$ _____	Policy Limit
<b>Commercial General Liability</b> <span style="float: right;"><input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</span>		
Company:	<u>Philadelphia Indemnity Insurance Company</u>	
Policy Number:	<u>PHPK2046412</u>	
Policy Period:	<u>10/07/2019</u> <u>10/07/2020</u>	
Retroactive Date:	<u>Not Applicable</u>	
Minimum Applicable Limits:		
General Aggregate	\$ <u>3,000,000</u>	
Products-Completed Operations Aggregate	\$ <u>3,000,000</u>	
Personal And Advertising Injury	\$ <u>1,000,000</u>	
Each Occurrence	\$ <u>1,000,000</u>	
<b>Commercial Auto Liability</b>		
Company:	<u>Philadelphia Indemnity Insurance Company</u>	
Policy Number:	<u>PHPK2046412</u>	
Policy Period:	<u>10/07/2019</u> <u>10/07/2020</u>	
Minimum Applicable Limits		
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ <u>Not Applicable</u>	
Each Accident	\$ <u>1,000,000</u>	
<b>Professional Liability</b> <span style="float: right;"><input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</span>		
Company:	<u>Philadelphia Indemnity Insurance Company</u>	
Policy Number:	<u>PHPK2046412</u>	
Policy Period:	<u>10/07/2019</u> <u>10/07/2020</u>	
Retroactive Date:	<u>Not Applicable</u>	
Minimum Applicable Limits		
<u>Each Professional Incident</u>	\$ <u>1,000,000</u>	
<u>Aggregate</u>	\$ <u>3,000,000</u>	

POLICY NUMBER: PHUB696339

<b>Employee Benefits Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
<b>Abuse or Molestation</b>	<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>		
Policy Number: <u>PHPK2046412</u>		
Policy Period: <u>10/07/2019</u> <u>10/07/2020</u>		
Retroactive Date: <u>Not Applicable</u>		
Minimum Applicable Limits		
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>
<u>Aggregate</u>	\$	<u>2,000,000</u>
<b>Directors &amp; Officers Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
<b>Liquor Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

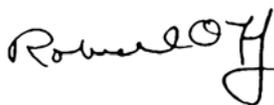
POLICY NUMBER: PHUB696339

<b>Watercraft Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
<b>Other Coverages Not Included in Above</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
_____		
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: _____	By: _____
(Date)	(Authorized Representative)

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

# Philadelphia Indemnity Insurance Company

## Form Schedule – Umbrella Liability

**Policy Number:** PHUB696339

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-CXL-002	0413	Commercial Umbrella Liability Ins Policy Declarations
PI-CXL-001	0314	Commercial Umbrella Liability Insurance Policy
PI-CXL-003	0516	Professional Liability Follow Form Endorsement
PI-CXL-004	0912	Directors And Officers Liability Exclusion
PI-CXL-006	0912	Employers Liability (Stop Gap) Exclusion
PI-CXL-009	0516	Automobile Liability Follow Form Endorsement
PI-CXL-026	0314	Specified Underlying Claims Made Coverage Endorsement
PI-CXL-032	0912	Fungi Or Bacteria Exclusion
PI-CXL-039	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CXL-043	0516	Sexual Or Physical Abuse Or Molestation Vicarious Liab
PI-CXL-047	1014	Medical Professional Liability Exclusion
PI-CXL-068	0912	Employee Benefits Liability Exclusion
PI-CXL-075	0314	Lead Liability Exclusion
PI-CXL-088	0314	Access Or Disclosure Of Confidential Info W/Exception
PI-CXL-099	0116	Recording And Distribution Of Material Or Information
PI-CXL-CA 1	0912	California Changes - Cancellation And Nonrenewal
PI-CXL-CA 2	0912	California Changes
PI-UMTER-DN	0115	Disclosure Notice Of Terrorism Ins Cov Rejection Opt

## California Schools Risk Management 2020-2021 Memorandum of Coverage Declaration Page

### Covered Member: CAHELP JPA

<u>Coverage</u>	<u>Deductible</u>	<u>Limit:</u>
Property:	\$10,000	\$600,000,000 All Risk per occurrence limit for all members of CSRM
Liability:		
Workers' Compensation:	No Deductible	Statutory
Boiler and Machinery	\$5,000	\$100,000,000
Cyber:	\$100,000 8 Hours Business Interruption Threshold	\$12,000,000 Aggregate Primary and Excess Limit of Liability combined for all of CSRM (Aggregate for all coverages combined, including Claim Expenses)
Breach Response Endorsement included: -Notified Individuals  -Legal Services -Computer Forensics, -Crisis Management/PR  (Legal Services sub-deductible is part of the Computer Forensics, Crisis Management / PR deductible, not in addition to)	100 (one hundred) Individuals Threshold  \$5,000 \$10,000	2,000,000 Notified Individuals* \$1,000,000 Legal, Forensics, Crisis Management, PR* Limit applies to all of CSRM *Outside of Member and Policy Aggregate Limit.  Breach Response Costs are increased to full limits by the endorsement, which is within the Member and Policy Aggregate Limit
Crime:	\$5,000	\$2,000,000 per Occurrence
Pollution:	\$250,000	\$10,000,000 per Pollution Condition \$10,000,000 Member Aggregate
Flood:	\$25,000 or 2% TIV Zones A&V	\$20,000,000
Electronic Data Processing (EDP):	\$500	\$25,000 Limit (CSRM Self-Insured) \$50,000,000 x/s \$25,000 (PRISM)
Auto Physical Damage:	\$1,000	Actual Cash Value
Alliant Deadly Weapon Response Program (ADWRP)	\$10,000	\$2,500,000
Student Accident:	\$500	\$5,000

THIS SUMMARY OF INSURANCE IS PROVIDED AS A MATTER OF CONVENIENCE AND INFORMATION ONLY AND ONLY APPLIES TO THE POLICIES THE MEMBER PURCHASES FROM CSRM. ALL INFORMATION INCLUDED IN THIS SUMMARY, INCLUDING BUT NOT LIMITED TO PERSONAL AND REAL PROPERTY VALUES, LOCATIONS, OPERATIONS, PRODUCTS DATA, AUTOMOBILE SCHEDULES, FINANCIAL DATA AND LOSS EXPERIENCE, IS BASED ON FACTS AND REPRESENTATIONS SUPPLIED TO ALLIANT INSURANCE SERVICES, INC. AND A.J. GALLAGHER BY CSRM JPA. THIS SUMMARY DOES NOT REFLECT ANY INDEPENDENT STUDY OR INVESTIGATION BY ALLIANT INSURANCE, INC., A.J. GALLAGHER, CSRM JPA OR ITS AGENTS AND EMPLOYEES.

THIS SUMMARY IS NOT CONFIRMATION OF INSURANCE AND DOES NOT ADD TO, EXTEND, AMEND, CHANGE OR ALTER ANY COVERAGE IN ANY ACTUAL MEMORANDUM OF COVERAGE OR POLICY YOU MAY HAVE. ALL MEMORANDUM OF COVERAGE AND POLICY TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS APPLY. FOR SPECIFIC INFORMATION REGARDING YOUR INSURANCE COVERAGE, PLEASE REFER TO THE MEMORANDUM OF COVERAGE OR THE POLICY ITSELF. NEITHER CSRM JPA, ALLIANT INSURANCE SERVICES, INC. NOR A.J. GALLAGHER WILL BE LIABLE FOR ANY CLAIMS ARISING FROM OR RELATED TO INFORMATION INCLUDED IN OR OMITTED FROM THIS SUMMARY OF INSURANCE. TO THE EXTENT THERE EXISTS ANY DISCREPANCY BETWEEN THIS DOCUMENT AND THE CERTIFICATE OF INSURANCE AND/OR REINSURANCE POLICY REFERRED TO HEREIN, THE CERTIFICATE OR POLICY SHALL CONTROL.



8560 Alianto Road  
Lucerne Valley, CA 92356

July 10, 2020

Desert Mountain SELPA  
17800 Highway 18  
Apple Valley, CA 92307

To Whom it May Concern:

We are requesting a transfer of the SELPA for Elite Academic Academy – Adult Work Force Investment from Elite Academic Academy to our organization. On March 12, 2020, the Lucerne Valley Unified School District approved the update to the Elite Academic Academy – Adult Work Force Investment to expand its grade bands serviced to now be K-12.

The Elite Academic Academy – Adult Work Force is now its own independent charter that will serve grades K-12 and has its own Head of School, teachers, and support team. The school is currently going under a name change to operate as Virtual Preparator Academy @ Lucerne. All of the necessary paperwork has been filed and we are currently awaiting the approval of such change.

The transfer of SELPA will allow the team to streamline the process of setting up a SELPA as one already exists. Furthermore, it will allow access to the trainings and support provided by Desert Mountain SELPA to our special education team.

We appreciate your consideration and time.

Should you have any questions or need additional information, please feel free to reach out to us.

Sincerely,

## Emergency Circumstances Consideration

The IEP team must consider how the student’s individual needs might impact the provision of services in emergency circumstances. In the event that instruction or services, or both, cannot be provided either at the school or in person for more than 10 school days due to a qualifying state of emergency (caused by fire, flood, impassable roads, epidemic, earthquake, imminent major safety hazard as determined by local law enforcement, a transportation services strike by non-school entity, or other official order issued to meet a state of emergency or war), the IEP will be provided by alternate means, depending on emergency conditions and relevant public health orders/directives: CA Ed Code (Ed. Code § 56345(a)(9)). The IEP team should determine how the student’s services could be provided in the event of emergency circumstances.

**MEANS OF DELIVERY: FOR EACH CATEGORY, MARK ALL THAT COULD APPLY FOR THE STUDENT WITHIN EMERGENCY CIRCUMSTANCES.**

**Special Education and Related Services:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Other: _____   | <input type="checkbox"/> Comments/exceptions/recommendations: _____    |  |

**Supplementary Aids and Services:**     Not Applicable

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Other: _____   | <input type="checkbox"/> Comments/exceptions/recommendations: _____    |  |

**Transition Services:**     Not Applicable

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Other: _____   | <input type="checkbox"/> Comments/exceptions/recommendations: _____    |  |

**Extended Year Services:**     Not Applicable

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Other: _____   | <input type="checkbox"/> Comments/exceptions/recommendations: _____    |  |

**Other Services:**     Not Applicable

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Comments/exceptions/recommendations: _____                   |  |  |

**Behavior Intervention Services:**     Not Applicable

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Teacher-posted lessons, asynchronous (online or other media) | <input type="checkbox"/> Virtual class meetings, synchronous           | <input type="checkbox"/> Personalized learning tools (virtual or paper packets as available) |
| <input type="checkbox"/> Virtual office hours (drop-in; parent or student)            | <input type="checkbox"/> Scheduled email check-ins (parent or student) | <input type="checkbox"/> Scheduled teacher appointments (virtual or in-person as allowable)  |
| <input type="checkbox"/> Comments/exceptions/recommendations: _____                   |  |  |

**How will the LEA provide behavior supports?**

Following the determination that instruction or services, or both, cannot be provided either at the school or in person for more than 10 days due to a qualifying state of emergency, the parent(s)/guardian(s)/adult student will be notified as soon as practicable through an Individualized Emergency Services Plan of the specific alternate means by which the student's IEP will be provided in light of the emergency conditions present at that time. Public health orders shall be considered in determining how services can be provided. Emergency service options will not be implemented if they are inconsistent with a public health order or directive, are inconsistent with the school’s emergency preparedness procedures, and/or would interfere with the health and safety of students or staff during emergency conditions.

This Individualized Emergency Services Plan does not constitute a change to the District’s offer of FAPE. Because the nature of an emergency cannot be known in advance, the specific means by which the IEP will be provided under emergency conditions will be determined at the time, in light of the emergency conditions. The IEP will be provided by alternative means as necessary during the period of emergency conditions only.

## 5.7 Desert/Mountain Children's Center Budgets

Verbal report, no materials

California Association of Health and Education Linked Professions  
Joint Powers Authority (CAHELP JPA)  
**GOVERNANCE COUNCIL MEETING**  
*May 8, 2020 – 10:00 a.m. Virtual via Video Conference*  
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

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### **GOVERNANCE COUNCIL MEMBERS PRESENT:**

Academy for Academic Excellence – Lisa Lamb, Adelanto SD – Amy Nguyen-Hernandez, Allegiance STEM Academy – Sebastian Cognetta, Apple Valley USD – Trenae Nelson, Baker Valley USD – Ronda Tremblay, Barstow USD – Jeff Malan, Desert Trails Preparatory Academy (DTPA) & LaVerne Elementary Preparatory Academy (LEPA) – Debra Tarver, Helendale SD – Ross Swearingen, Hesperia USD – David Olney, Silver Valley USD – Jesse Najera, Snowline USD – Ryan Holman, Trona JUSD – Suzette Davis, Victor Elementary SD – Jan Gonzales, and Victor Valley Union High SD – Ron Williams.

### **CAHELP JPA STAFF PRESENT:**

Jamie Adkins, Heidi Chavez, Marina Gallegos, Jenae Holtz, Kathleen Peters, Daria Raines, Adrienne Shepherd-Myles, Jennifer Sutton.

### **SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS) STAFF PRESENT:**

Rich Frederick, SBCSS-Desert/Mountain Operations, and Jennifer Alvarado, SBCSS Internal Business Services.

### **OTHERS PRESENT:**

Shawn Brumfield, Pasadena Rosebud Academy, and Doreen Mulz, Ballington Academy.

#### **1.0 CALL TO ORDER**

The regular meeting of the California Association of Health and Education Linked Professions Joint Powers Authority (CAHELP JPA) Governance Council was called to order by Chairperson Jan Gonzales at 10:00 a.m. Desert Mountain Educational Service Center.

#### **2.0 PUBLIC PARTICIPATION**

None.

#### **3.0 ADOPTION OF THE AGENDA**

The agenda was amended to include a report on the closing of Health Sciences Middle Charter (Item 8.1), and Chief Executive Officer's Performance Evaluation (Item 13.1).

3.1 **BE IT RESOLVED** that a motion was made by Suzette Davis, seconded by Jesse Najera to adopt the May 8, 2020 amended CAHELP JPA Governance Council Meeting Agenda

#### **4.0 PUBLIC HEARINGS**

##### **4.1 Desert/Mountain SELPA Annual Service Plan (ACTION)**

Jenae Holtz reported that due to the COVID-19 pandemic, the California Department of Education (CDE) extended the due date until June 30, 2021 for submitting a new Local Plan (LP). She then stated the CDE created standardized LP templates including one for the Annual Service Plan

## MINUTES

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(ASP). Jenae further stated the California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2020-21 Annual Service Plan describes all special education services currently provided in the Desert/Mountain SELPA broken down by type, location, and level of severity.

4.1.1 **BE IT RESOLVED** that a motion was made by Suzette Davis, seconded by Amy Nguyen-Hernandez, to approve the Desert/Mountain SELPA 2020-21 Annual Service Plan as presented. The motion carried on the following vote 14:0: Ayes: Coggnetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

### 4.2 Desert/Mountain SELPA Annual Budget Plan (**ACTION**)

Jenae Holtz reported the California Education Code requires that an Annual Budget Plan be approved by the CAHELP Governance Council as part of the Local Plan. The 2020-21 Annual Budget Plan describes the revenues and expenditures for special education for all local education agencies in the Desert/Mountain SELPA.

4.2.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Ross Swearingen, to approve the Desert/Mountain SELPA 2020-21 Annual Budget Plan as presented. The motion carried on the following vote 14:0: Ayes: Coggnetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

### 4.3 Desert/Mountain Charter SELPA Annual Service Plan (**ACTION**)

Jenae Holtz reported California Education Code requires that an Annual Service Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2020-21 Annual Service Plan describes all special education services currently provided in the Desert/Mountain Charter SELPA sorted by type, location, and level of severity.

4.3.1 **BE IT RESOLVED** that a motion was made by Debra Tarver, seconded by Jeff Malan, to approve the Desert/Mountain Charter SELPA 2020-21 Annual Service Plan as presented. The motion carried on the following vote 14:0: Ayes: Coggnetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

### 4.4 Desert/Mountain Charter SELPA Annual Budget Plan (**ACTION**)

Jenae Holtz reported California Education Code requires that an Annual Budget Plan be approved by the CAHELP JPA Governance Council as part of the Local Plan. The 2020-21 Annual Budget Plan describes the revenues and expenditures for special education services currently for all local education agencies in the Desert/Mountain Charter SELPA.

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- 4.4.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Ross Swearingen, to approve the Desert/Mountain Charter SELPA 2020-21 Annual Budget Plan as presented. The motion carried on the following vote 14:0: Ayes: Cognition, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

### **5.0 PRESENTATIONS**

#### 5.1 2019-20 Budget to 2nd Interim

Jennifer Alvarado presented the D/M Student Services Budget to 2nd Interim comparison. Jennifer reported the figures are what was budgeted in March 2019 with revenue during budget development of \$50 million. The 2<sup>nd</sup> interim has just over \$1 million increase due to additional income in fee-for-service and with Local Control Funding Formula (LCFF) Average Daily Attendance (ADA) revenue transfer due to increase in referrals. Jennifer continued expenses increased in proportionate share to the revenue and concluded that excess revenue over the reserve will be refunded to the LEAs.

#### 5.2 D/M 2019-20 Projected FFS – 2nd Interim Update

Jennifer Alvarado presented the D/M Student Services fiscal year 2019-20 projected year-end actuals as of second interim.

#### 5.3 D/M 2019-20 P-1 Grade Span Amounts by District of Residence

Jennifer Alvarado presented the D/M Student Services 2019-20 P-1 LCFF revenue transfer by district of residence. Jennifer Alvarado reported P1 was certified by CDE in January.

#### 5.4 D/M 2020-21 Projected FFS

Jennifer Alvarado presented the 2020-21 projected fee-for-service (FFS) rates for D/M Student Services programs. She reported that it is applied to all programs in county schools. Jennifer said the 3% cost of living increase is projected. The projected FFS includes contracted salaries as well as an increase in medical, dental, and life insurance. The figures assume no medical opt out will be accepted. There will be an increase in PERS and STRS as well as technology. Jennifer continued there are 500 staff positions built in to budget of \$54.7 million with an excess cost of \$45 million. She said there is a new FFS for preschool assessment, for students transferring from Part C to Part B with four districts currently receiving those assessments. Jennifer concluded that with the growth in referrals, costs are increasing and require FFS.

California Association of Health and Education Linked Professions  
Joint Powers Authority (CAHELP JPA)  
**GOVERNANCE COUNCIL MEETING**  
*May 8, 2020 – 10:00 a.m. Virtual via Video Conference*  
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

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**6.0 INFORMATION / ACTION**

**6.1 Appointment of Officers of the CAHELP JPA Governance Council – FY 2020-21 (ACTION)**

Jenae Holtz reported the Governance Council is required to elect a chair and vice-chair from the members annually to be in compliance with Article IV of the CAHELP JPA Bylaws. The elected officers will assume their roles and responsibilities as of July 1 of the next fiscal year. A discussion followed on the selection of these two officers.

6.1.1 **BE IT RESOLVED** that a motion was made by David Olney, seconded by Jesse Najera to select Jan Gonzales as the chairperson of the CAHELP JPA Governance Council effective July 1, 2020. A vote was taken and the following carried 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

6.1.2 **BE IT RESOLVED** that a motion was made by Ryan Holman, seconded by Trenae Nelson to select Debra Tarver as the vice-chairperson of the CAHELP JPA Governance Council effective July 1, 2020. A vote was taken and the following carried 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

**6.2 High Tech High Charter Schools & High Tech High Statewide Benefit Charter withdrawal from CAHELP JPA and Desert/Mountain SELPA membership (ACTION)**

Jenae Holtz reported on April 1, 2020, the Desert/Mountain SELPA received a request for an early release of membership from High Tech High Charter Schools & High Tech High Statewide Benefit to be effective June 30, 2020. Jenae reported the conversation with High Tech High Charter Schools has been on-going regarding the needs of High Tech High and the most appropriate ways to meet those needs. Jenae noted that Larry Rosenstock expressed his gratitude in being part of the D/M SELPA. She also shared that he chose not to attend the meeting due to the emotions.

Article IX of the CAHELP JPA Bylaws state: (A) Any member agency may withdraw from CAHELP JPA and terminate its status as a signatory to the Joint Powers Agreement effective at the end of any fiscal year of CAHELP JPA by notifying the CAHELP JPA Governance Council in writing at least one year and one day prior to the close of CAHELP JPA's fiscal year unless the Governance Council by unanimous vote agrees to a shorter timeline. Written notice shall include an adopted Resolution by the Board or governing body of the member agency formally approving withdrawal and termination from membership in CAHELP JPA in order to be effective. Such termination as a member agency in CAHELP JPA shall also result in a termination of the member agency's participation in any CAHELP JPA, program or service as of the end of CAHELP JPA's fiscal year. In addition, such written notice shall, when given, result in any employee or

## MINUTES

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representative of the withdrawing member agency being terminated from CAHELP JPA's Governance Council, or any other Standing Committee effective immediately, unless otherwise directed by the applicable committee. (B) Notwithstanding the foregoing, any member agency may rescind its withdrawal notice from CAHELP JPA, inclusive of its withdrawal from CAHELP JPA programs or services, by written notice with an accompanying resolution from the Board or governing body of the member to be received by CAHELP JPA no later than June 30 of the then existing fiscal year of CAHELP JPA and program participation. (C) Upon any withdrawal, or involuntary termination of a member agency, the withdrawing or terminated member agency shall continue to be responsible for the amount of any additional assessments or contingencies required because of costs, obligations or sums incurred while the withdrawing or terminating member agency was a member of CAHELP JPA and a participant in any program of CAHELP JPA. A withdrawing or terminated member agency shall not be entitled to participate in, or receive any distribution of assets of CAHELP JPA, which assets shall remain the assets of CAHELP JPA. (D) A member agency may be involuntarily terminated from CAHELP JPA by a two-thirds (2/3rds) vote of the Governance Council.

6.2.1 **BE IT RESOLVED** that a motion was made by Suzette Davis, seconded by Debra Tarver to approve the High Tech High Charter Schools & High Tech High Statewide Benefit Charter request for withdrawal from CAHELP JPA and Desert/Mountain SELPA membership effective June 30, 2020 as presented. The motion carried on the following vote 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None

6.3 Proposed 2020-21 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children's Center Budgets (**ACTION**)

Jenae Holtz presented the proposed 2020-21 CAHELP, SELPA, Charter SELPA and DMCC budgets for regional services administered by the SELPA office including the primary services provided through program specialists/regional services, X-pot, clinical counseling, SELPA regional services, and DMCC. In reviewing and approving the budgets, the Governance Council designates and supports the staff and operational expenses necessary to carry out the functions of the SELPAs as designated in the Local Plans.

Jenae reported the budgets presented are as of February 2020. She stated although the D/M Children's Center (DMCC) will take a hit due to the inability to bill for services provided in March and April, CAHELP is still in a healthy place. Jenae noted the lack of DMCC's Medi-Cal billing was a result of having to adjust how services were provided due to Covid-19. Jenae then stated while CAHELP is uncertain on what will happen for next year, adjustments are already being put in place to reduce expenses such as reducing conference and travel expenses. She further stated final revisions to the 2020-21 budgets will be made after the Governor's May Revise, and presented to the Council in September.

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- 6.3.1 **BE IT RESOLVED** that a motion was made by Dave Olney, seconded by Ryan Holman, to approve the Proposed 2020-21 CAHELP, D/M SELPA, D/M Charter SELPA, and D/M Children’s Center Budgets as presented. The motion carried on the following vote 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.
- 6.4 D/M SELPA & D/M Charter SELPA Proposed 2020-21 Related Services Fee-for-Service Rates **(ACTION)**
- Jenae Holtz presented the Proposed 2020-21 Desert/Mountain SELPA and Desert/ Mountain Charter SELPA Related Services Fee-for-Service Rates. Jenae reported the 2.31% state cost of living increase may change. If it is less, the savings will be returned to the LEAs at the end of the year.
- 6.4.1 **BE IT RESOLVED** that a motion was made by Jesse Najera, seconded by Amy Nguyen-Hernandez, to approve the 2020-21 D/M SELPA and D/M Charter SELPA Proposed Related Fee-For-Service Rates as presented. The motion carried on the following vote 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.
- 6.5 Desert/Mountain Charter SELPA Application for Membership FY 2020-21 **(ACTION)**
- Jenae Holtz reported the Desert/Mountain Charter SELPA has received one application for membership from Eagle Collegiate Academy into the Charter SELPA for FY 2020-21. Jenae stated Eagle Collegiate Academy (ECA) is new college preparatory charter school. The ECA charter petition indicates it will be located in the Santa Clarita Valley. ECA intends to serve students PreK-12<sup>th</sup> grades. Jenae reported Dr. Ogo Okoye-Johnson is the founder and CEO of ECA with a background that includes over 20 years of experience in education, as an English teacher and college professor. Jenae then reported ECA’s petition has been denied by Sulphur Springs USD and Acton-Agua Dulce USD with an appeal to Los Angeles County Board of Education being denied. D/M Charter SELPA was informed ECA has since appealed to the State Board of Education. Jenae concluded based on their lack of being authorized, the recommendation of the Charter SELPA is to deny acceptance of ECA’s application for membership for fiscal year 2020-21.
- 6.5.1 **BE IT RESOLVED** that a motion was made by Dave Olney, seconded by Debra Tarver, to deny the Eagle Collegiate Academy application for membership as presented. The motion carried on the following vote 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

California Association of Health and Education Linked Professions  
Joint Powers Authority (CAHELP JPA)  
**GOVERNANCE COUNCIL MEETING**  
*May 8, 2020 – 10:00 a.m. Virtual via Video Conference*  
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

## **MINUTES**

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### **7.0 CONSENT ITEMS**

It is recommended that the Governance Council consider approving several Agenda items as a Consent list. Consent Items are routine in nature and can be enacted in one motion without further discussion. Consent items may be called up by any Council Member at the meeting for clarification, discussion, or change.

7.1 **BE IT RESOLVED** that a motion was made by Dave Olney, seconded by Ryan Holman, to approve the following Consent Items as presented. The motion carried on the following vote 14:0: Ayes: Cognetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

- 7.1.1 Approve the February 7, 2020 CAHELP JPA Governance Council Meeting Minutes.
- 7.1.2 Approve the 2020-21 CAHELP JPA Governance Council Schedule of Meetings.
- 7.1.3 Approve the 2020 Theraplay Annual Certified Therapist Membership Dues for Rosalina Becerra, Julie McNeil, and Janice Titherley in the amount of \$150.00.
- 7.1.4 Approve the 2020-21 SANDABS Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$500.00 for each SELPA.
- 7.1.5 Approve the 2020-21 Coalition for Adequate Funding for Special Education (CAFSE) Letters of Agreement for Special Services for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 7.1.6 Approve the 2020-21 SELPA Administrators Organization Memberships for the Desert/Mountain SELPA and the Desert/Mountain Charter SELPA in an amount not to exceed \$1900.00 for each SELPA.
- 7.1.7 Approve the 2020 HealthCare Compliance Association (HCCA) Membership for Veronica Hay in an amount not to exceed \$325.00.

### **8.0 CHIEF EXECUTIVE OFFICER AND STAFF REPORTS**

8.1 Closure of Health Sciences Middle

Jenae Holtz reported Health Sciences Middle charter eliminated their services effective June 30, 2020. On April 13, 2013, the D/M SELPA Board of Directors approved the opening of Health Sciences Middle for membership as an independent LEA in the SELPA, aligned under Health

## **MINUTES**

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Sciences High and Middle College as a single vote for SELPA governance purposes. Only the middle school is closing as the students have transitioned to the high school. Health Sciences High and Middle College will continue to serve students at full capacity.

### **8.2 Special Education Summit**

Jenae Holtz reported the Special Education Summit is scheduled for Thursday, September 10, 2020. This summit will be for superintendents, assistant superintendents, special education directors, Desert/Mountain Operations and Desert/Mountain SELPA. Jenae expressed her hope for the summit to be held in-person but it will depend on the status of COVID-19. The purpose of the summit is to brainstorm and prioritize about how to better serve students and cut costs where possible.

## **9.0 INFORMATION ITEMS**

### **9.1 Resolution Support Services Summary**

Jenae Holtz reported the COVID-10 pandemic has not caused a decline in the due process filings and that several filings have been received since the shutdown. She said staff are continuing to work with LEAs to assist with resolutions as quickly as possible. Jenae concluded that CAHELP will continue to do what is right for students and LEAs.

### **9.2 Professional Learning Summary**

Jenae Holtz reported that since the onset of COVID-19, CAHELP staff have made quick adjustments in providing ongoing trainings virtually. Jenae stated that there is discussion to continue online trainings to help reduce costs and to keep teachers in the classrooms.

## **10.0 GOVERNANCE COUNCIL MEMBERS COMMENTS / REPORTS**

Several members expressed gratitude to Jenae Holtz for the work CAHELP is doing to support LEAs. Several members also thanked Jan Gonzales and Debra Tarver for accepting the renewal of their roles as chair and vice-chair of the Council.

David Onley shared that Hesperia USD has an MOU with CareSolace. David offered to notify CAHELP when the trainings are scheduled so other districts can attend.

## **11.0 CEO COMMENTS**

Jenae Holtz apologized for CareSolace not being included on the agenda and stated it will be on the September agenda for Dave Olney to address.

California Association of Health and Education Linked Professions  
Joint Powers Authority (CAHELP JPA)  
**GOVERNANCE COUNCIL MEETING**  
*May 8, 2020 – 10:00 a.m. Virtual via Video Conference*  
Desert Mountain Educational Service Center, 17800 Highway 18, Apple Valley CA 92307

## **MINUTES**

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Jenae stated that virtual and distance learning does allow the therapists to provide services to children. She shared that the students are engaging in therapy.

Jenae reported that the CAHELP Real Estate JPA has been approved through the state and is now in process with the Internal Revenue Service. She said in September, a board will need to be created for that JPA with only a couple members and a couple meetings each year.

### **12.0 MATTERS BROUGHT BY CITIZENS**

None.

### **13.0 CLOSED SESSION**

13.1 CAHELP JPA Chief Executive Officer's Performance Evaluation.

The Governance Council convened into closed session at 10:50 a.m. to review performance and select a committee to conduct the CAHELP JPA Chief Executive Officer's upcoming Performance Evaluation.

### **14.0 ADJOURNMENT**

Having no further business to discuss, a motion was made by Dave Olney, seconded by Jeff Malan, to adjourn the meeting. The motion carried on the following vote 14:0: Ayes: Cогnetta, Davis, Gonzales, Holman, Lamb, Malan, Najera, Nelson, Nguyen-Hernandez, Olney, Swearingen, Tarver, Tremblay, and Williams, Nays: None, Abstentions: None.

The next regular meeting of the CAHELP JPA Governance Council will be held on Friday, September 25, 2020, at 10:00 a.m., at the Desert Mountain Education Service Center – Lilac/Yucca Room, 17800 Highway 18, Apple Valley, CA 92307.

*Individuals requiring special accommodations for disabilities are requested to contact Jamie Adkins at (760) 955-3555, at least seven days prior to the date of this meeting.*

Association of Community Based Organizations  
 (ACBO)  
 PO Box 3341  
 Running Springs, CA 92382 US  
 (909) 336-1800  
 ascullin@rimfamilyservices.org

# Invoice

BILL TO
Jenae Holtz Desert/Mountain Children's Center Attn.: Thomas Flores

SHIP TO
Jenae Holtz Desert/Mountain Children's Center Attn.: Thomas Flores

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
154	09/14/2020	\$120.00	10/01/2020	Due on receipt	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>2021 Membership Dues</b>	2021 Membership Dues	1	120.00	120.00

Please Send Payment to ACBO  
 C/O Rim Family Services, Inc.  
 PO Box 578  
 Skyforest, CA 92385

**BALANCE DUE**

**\$120.00**



**Original Invoice**

Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

Invoice	IUS0120094
Date	8/21/2018

Federal I.D.: #39-2012874  
 GST#: 86192 3753 RT0001

**Bill To:**

Desert Mountain SELPA  
 Danielle Cote  
 17800 Hwy 18  
 Apple Valley CA 92307  
 US

**Ship To:**

Desert Mountain SELPA  
 Danielle Cote  
 17800 Hwy 18  
 Apple Valley CA 92307  
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Req Ship Date	
		619688		US UPSGND	Net 30	8/21/2018	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2018 to 11/18/2019	\$150.00	\$150.00	
				<b>CAHELP JPA</b> 2018 AUG 28 PM 3:50			

**Thank you**

<b>Total Z-US\$</b>	<b>\$150.00</b>
---------------------	-----------------

**Remit to: CPI**

10850 W. Park Place, Suite 600  
 Milwaukee, WI 53224 USA

Please include invoice number or customer ID with payment.

**Canadian Customers - Please remit to:**

Crisis Prevention Institute. Inc  
 Lockbox # 1566  
 PO Box 1566, Station A  
 Toronto, ON M5W 3N9 Canada

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US/Canada: 1-877-877-5390



# HISTORICAL INVOICE

Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

Invoice	IUS0120082
Date	8/21/2018

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA  
 Sheila Parisian  
 17800 Hwy 18  
 Apple Valley CA 92307  
  
 US

Ship To:

Sheila Parisian  
 17800 Hwy 18  
 Apple Valley CA 92307  
  
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		928899		US_UPSGND		Net 30		8/21/2018	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2018 to 11/18/2019	\$150.00	150.00		

Thank you

Subtotal	\$150.00
Deposit Received	\$0.00
<b>Total Z-US\$</b>	<b>\$150.00</b>

**Remit to: CPI**

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 Milwaukee, WI 53224 USA

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**Original Invoice**  
 Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

Invoice	IUS0178102
Date	8/21/2020
Page:	1

Federal I.D. #39-2012874  
 DUNS 109166061

**Bill To:**

**Ship To:**

Desert Mountain SELPA  
 Blanca Medrano  
 13613 Ironstone Ave  
 San Bernardino CA 92392  
 US

Desert Mountain SELPA  
 Blanca Medrano  
 13613 Ironstone Ave  
 San Bernardino CA 92392  
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Reg Ship Date	
		944245		US UPSGND		Net 30		8/21/2020	
Ordered	UoM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT F	Annual Membership Fee	\$150.00	\$150.00		

**Thank you**

Tracking # (if applicable):

<b>Subtotal</b>	\$150.00
<b>Trade Discount</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Deposit Received</b>	\$0.00
<b>Total</b>	\$150.00

**Remit to: CPI**  
 10850 W. Park Place, Suite 250  
 Milwaukee, WI 53224 USA

Customer Service: 1-800-558-8976

Tax exempt organizations: we must have your tax exempt certificate on file.  
 Please refer to [www.crisisprevention.com](http://www.crisisprevention.com) or your contract  
 for program cancellation and product return policies.

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# Original Invoice

Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

Invoice	IUS0178034
Date	8/21/2020
Page:	1

Federal I.D. #39-2012874  
 DUNS 109166061

**Bill To:**

**Ship To:**

Desert Mountain SELPA  
 Michael Norton  
 17800 Hwy 18  
 San Bernardino CA 92307  
 US

Desert Mountain SELPA  
 Michael Norton  
 17800 Hwy 18  
 San Bernardino CA 92307  
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1043778		US UPSGND		Net 30		8/21/2020	
Ordered	UoM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT F	Annual Membership Fee	\$150.00	\$150.00		

2020 SEP - 1 PM 1:55  
 DESERT/MOUNTAIN  
 CHILDREN'S CENTER

**Thank you**

Tracking # (if applicable): \_\_\_\_\_

<b>Subtotal</b>	\$150.00
<b>Trade Discount</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Deposit Received</b>	\$0.00
<b>Total</b>	\$150.00

**Remit to: CPI**

10850 W. Park Place, Suite 250  
 Milwaukee, WI 53224 USA

Customer Service: 1-800-558-8976

Tax exempt organizations: we must have your tax exempt certificate on file.  
 Please refer to [www.crisisprevention.com](http://www.crisisprevention.com) or your contract  
 for program cancellation and product return policies.

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**Original Invoice**  
 Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

<b>Invoice</b>	IUS0150958
<b>Date</b>	8/22/2019

Federal I.D.: #39-2012874  
 GST#: 86192 3753 RT0001

**Bill To:**

Desert Mountain SELPA  
 Ned Broberg  
 17800 Hwy 18  
 San Bernardino CA 92307  
 US

**Ship To:**

Desert Mountain SELPA  
 Ned Broberg  
 17800 Hwy 18  
 San Bernardino CA 92307  
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1043782		US UPSGND		Net 30		8/22/2019	
Ordered	Shipped	B/O	Item Number	Description		Unit Price	Ext. Price		
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2019 to 11/18/2020		\$150.00	\$150.00		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">CAHELP.JPG</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">2019 SEP -3 AM 10: 17</p>									

**Thank you**

<b>Total Z-US\$</b>	<b>\$150.00</b>
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 PO Box 1566, Station A  
 Toronto, ON M5W 3N9 Canada

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**Original Invoice**  
 Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

<b>Invoice</b>	IUS0151014
<b>Date</b>	8/22/2019

Federal I.D.: #39-2012874  
 GST#: 86192 3753 RT0001

**Bill To:**

Desert Mountain SELPA  
 Brian Follis  
 17800 Hwy 18  
 Apple Valley CA 92307  
 US

**Ship To:**

Desert Mountain SELPA  
 Brian Follis  
 17800 Hwy 18  
 Apple Valley CA 92307  
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Reg Ship Date	
		944246		US UPSGND	Net 30	8/22/2019	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 11/18/2019 to 11/18/2020	\$150.00	\$150.00	

CAHELP JPA

2019 SEP -3 AM 10:18

**Thank you**

<b>Total Z-US\$</b>	<b>\$150.00</b>
---------------------	-----------------

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# HISTORICAL INVOICE

Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

<b>Invoice</b>	IUS0150973
<b>Date</b>	8/22/2019

Federal I.D.#: 39-2012874

GST#: 86192 3753 RT0001

Bill To:

Desert Mountain SELPA  
 Linda Rodriguez  
 13738 Truman street  
 Buena Park CA 92307  
  
 US

Ship To:

Linda Rodriguez  
 13738 Truman street  
 Buena Park CA 92307  
  
 US

Purchase Order No.		Customer ID		Shipping Method		Payment Terms		Req Ship Date	
		1144795		US_UPSGND		Net 30		8/22/2019	
Ordered	UofM	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price		
1	EACH	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year From 11/18/2019 to 11/18/2020	\$150.00	\$150.00		

Thank you

<b>Subtotal</b>	\$150.00
<b>Deposit Received</b>	\$0.00
<b>Total Z-US\$</b>	\$150.00

**Remit to: CPI**

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**Original Invoice**  
 Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

Invoice	IUS0131784
Date	1/3/2019

Federal I.D.: #39-2012874  
 GST#: 86192 3753 RT0001

**Bill To:**

Desert Mountain SELPA  
 Bonnie Garcia  
 17800 CA-18  
 Apple Valley CA 92307  
 US

**Ship To:**

Desert Mountain SELPA  
 Bonnie Garcia  
 17800 CA-18  
 Apple Valley CA 92307  
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Req Ship Date	
		1111246		US UPSGND	Net 30	1/3/2019	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 4/1/2019 to 4/1/2020	\$150.00	\$150.00	

2019 JAN 14 PM 12:05  
 CAHELP JPA

**Thank you**

<b>Total Z-US\$</b>	<b>\$150.00</b>
---------------------	-----------------

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 Milwaukee, WI 53224 USA

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 US/Canada: 1-877-877-5390



**Original Invoice**  
 Nonviolent Crisis Intervention® program  
 Prepare Training® program  
 Dementia Care Specialists

<b>Invoice</b>	IUS0131818
<b>Date</b>	1/3/2019

Federal I.D.: #39-2012874  
 GST#: 86192 3753 RT0001

**Bill To:**

Desert Mountain SELPA  
 Renee Garcia  
 17800 Hwy 18  
 Apple Valley CA 92307  
  
 US

**Ship To:**

Desert Mountain SELPA  
 Renee Garcia  
 17800 Hwy 18  
 Apple Valley CA 92307  
  
 US

Purchase Order No.		Customer ID		Shipping Method	Payment Terms	Req Ship Date	
		928900		US UPSGND	Net 30	1/3/2019	
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	CPI RECERT FEE	Annual Membership Fee Cert Year from 4/1/2019 to 4/1/2020	\$150.00	\$150.00	

CAHELP JPA  
 2019 JAN 14 PM 12: 07

**Thank you**

<b>Total Z-US\$</b>	<b>\$150.00</b>
---------------------	-----------------

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 Milwaukee, WI 53224 USA

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**Call toll-free:**  
 US/Canada: 1-877-877-5390



**STATEMENT**

Nonviolent Crisis Intervention® program  
Prepare Training® program  
Dementia Care Specialists

Date:	10/11/2019
Customer:	1412823

ADRIEN FAAMAUSILI DESERT MOUNTAIN SELPA 17800 HWY 18 RIVERSIDE CA 92307  US
--

Currency ID: Z-US\$

Document No.	Date	Code	Description	Amount	Balance
IUS0151448	9/3/2019	SLS	IUS0151448	\$150.00	\$150.00

<b>Z-US\$ Subtotal:</b>	<b>\$150.00</b>
-------------------------	-----------------

Z-US\$ Summary:

0-30	31-60	61-90	91-120	Over 120
\$0.00	\$150.00	\$0.00	\$0.00	\$0.00

CAHELP JPA  
2019 OCT 21 PM 12:34

***A balance shown in (parentheses) indicates a credit balance.***

Codes:	SLS = Sales / Invoices	FIN = Finance Charges	CR = Credit Memos
	DR = Debit Memos	PMT = Payments	RTN = Returns

10850 W. Park Place, Suite 600 Milwaukee, WI 53224 USA  
Customer Service 1-800-558-8976 / Info@crisisprevention.com



# Invoice

2049 Ridge  
Avenue  
Suite 133

EIN: 36-4026564  
Phone: 847.256.7334  
Fax: 847.256.7370

Date	Invoice #
9/3/2020	1-44098

Customer E-mail
Chadwick.Atwater@cahelp.org

Bill To
Desert Mountain SELPA Children's Center 17800 Highway 18 Apple Valley, CA 92307

Ship To	
Desert Mountain SELPA Children's Center Rosalina Becerra Julie McNeil Janice Titherley 17800 Highway 18	
Contract	
Due Date	1/1/2021

Item	Description	Qty	Amount
Certified Therapist Dues	2021-Annual certified therapist dues Rosalina Becerra Julie McNeil Janice Titherley	3	150.00

<b>Subtotal</b>	\$150.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$150.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$150.00

Web Site
www.theraplay.org



You are logged in as: belinda\_jauregui@sbcss.k12.ca.us | Member Number: 20776 | Instructor ID: 917

[My Account](#) [My Profile](#) [Change Password](#) [Manage Subscriptions](#) [My Payment Methods](#) [My Transactions](#) [Logout](#)

### Subscription Details

**ICISF Membership**  
2 Years

**Member Number:** 20776

**Status:** Active  
**Start / Expiration Dates:**  
2019-09-30 / 2021-09-30  
[Unsubscribe](#) | [Stop Auto-billing](#)

**ICISF Approved Instructor**

**Status:** Active  
**Start / Expiration Dates:**  
2017-11-07 / 2023-11-07  
[Extend/Renew](#) | [Unsubscribe](#)

## 7.1 Care Solace

Verbal report, no materials

## 7.2 Real Estate JPA Update

Verbal report, no materials

### 7.3 Authorizing Charter Schools

Verbal report, no materials

**Desert/Mountain Charter SELPA  
Due Process Summary  
July 1, 2019 - September 9, 2020**

D = Complaint Dismissed    W = Complaint Withdrawn

DISTRICT										CASE ACTIVITY FOR CURRENT YEAR					
	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Total	D/W	Resolution	Mediation	Settled	Hearing	
Allegiance STEAM Acad - Thrive	N/A	N/A	N/A	N/A	N/A	0	0	0	0		0	0	0	0	0
Aveson Global Leadership Acad	N/A	N/A	2	1	5	1.5	0	0	9.5		0	0	0	0	0
Aveson School of Leaders	N/A	N/A	0	3	1	1.5	0	0	5.5		0	0	0	0	0
Ballington Acad for Arts & Sci	N/A	N/A	N/A	N/A	0	2	0	0	0		0	0	0	0	0
Desert Trails Prep Academy	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Encore Junior/Senior High School	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Encore High School, Riverside	N/A	N/A	0	0	0	1	1	0	2		0	0	0	0	0
Julia Lee Performing Arts Acad	N/A	N/A	N/A	N/A	N/A	0	0	0	0		0	0	0	0	0
LaVerne Elem Preparatory	0	0	0	0	0	0.5	0	0	0.5		0	0	0	0	0
Leonardo da Vinci Health Sci	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Odyssey Charter School	N/A	N/A	0	0	0	0	0	0	0		0	0	0	0	0
Odyssey Charter School - South	N/A	N/A	N/A	N/A	N/A	0	0	0	0		0	0	0	0	0
Pasadena Rosebud Academy	N/A	N/A	N/A	N/A	N/A	1	0	0	1		0	0	0	0	0
Pathways to College	0	0	0	0	0	0	0	0	0		0	0	0	0	0
Taylison High Desert Academy	0	0	0	0	0	0	0	0	0		0	0	0	0	0
5															
<b>SELPA-WIDE TOTALS</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>7.5</b>	<b>1</b>	<b>0</b>	<b>18.5</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Desert/Mountain Charter SELPA  
Due Process Activity Summary  
July 1, 2020 – September 9, 2020**

<b>LEA Case Number</b>	<b>Issue(s)</b>	<b>Date Filed</b>	<b>Resolution Scheduled</b>	<b>Mediation Scheduled</b>	<b>Pre-Hearing Conference</b>	<b>Due Process Hearing</b>	<b>Status</b>
1. LEA Case No. 2020							
2.  Case No. 2020							
3.  Case No. 2020							
4.  Case No. 2020							

Desert /Mountain Charter SELPA  
Legal Expense Summary  
As of September 9, 2020

2000-2001	0.00
2001-2002	0.00
2002-2003	0.00
2003-2004	0.00
2004-2005	0.00
2005-2006	0.00
2006-2007	0.00
2007-2008	0.00
2008-2009	0.00
2009-2010	0.00
2010-2011	0.00
2011-2012	0.00
2012-2013	0.00
2013-2014	0.00
2014-2015	0.00
2015-2016	7,378.00
2016-2017	33,886.61
2017-2018	70,994.67
2018-2019	113,834.81
2019-2020	58,033.90
2020-2021	1,852.50

**Desert/Mountain SELPA**  
**Due Process Summary**  
**July 1, 2020 - September 11, 2020**

DISTRICT													CASE ACTIVITY FOR CURRENT YEAR				
	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	Total	D /W	Resolution	Mediation	Settled	Hearing
Adelanto SD	2	0	3	6	5.5	2.5	5	3	3.5	0	0.5	31	0	0	0	0.5	0
Apple Valley USD	1.33	0	0	2	1	1.5	1.5	0	3.5	2	1	13.83	0	0	0	0	1
Baker USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Barstow USD	1	0	0	0	0	1	3.5	0	2	0	0	7.5	0	0	0	0	0
Bear Valley USD	0	1	0	0	0	0	1	2	0	0	0	4	0	0	0	0	0
Helendale SD	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0
Hesperia USD	1	5.5	4	3	5	7.5	7	6	7	4	2	52	0	0	0	2	0
Lucerne Valley USD	4	0	1	2	1	1	2	0	1.5	0	0	12.5	0	0	0	0	0
Needles USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oro Grande SD	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0
Silver Valley USD	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Snowline USD	0	2	1	1	5	4.5	6.5	2	8.5	1	0	31.5	0	0	0	0	0
Trona USD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Victor Elementary SD	1	1	1	4.33	3.33	1.83	2.5	6.5	0	0	1	22.5	0	1	0	0	0
Victor Valley Union High SD	0	2	4	3.33	4.3	7.83	4	4	8.5	1	2.5	41.5	0	0	0	2.5	0
Academy for Academic Excellenc	1.33	0	0	4	2	0	1	2	1	0	0	11.33		0	0	0	0
CA Charter Academy	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Desert/Mountain OPS	0.34	0.5	1	1.33	0.83	4.33	3	1.5	3	0	0	15.83	0	0	0	0	0
Excelsior Education Center	0	0	0	0	0	0	0	0	0.5	0	0	0.5	0	0	0	0	0
Health Sciences HS & MS	0	0	0	0	0	0	0	0	1	1		2	0	0	0	0	0
<b>SELPA-WIDE TOTALS</b>	<b>12</b>	<b>13</b>	<b>15</b>	<b>33</b>	<b>27.96</b>	<b>33</b>	<b>37</b>	<b>28</b>	<b>40</b>	<b>10</b>	<b>7</b>	<b>249</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>1</b>

Districts showing a value of .50 above indicates that the district is a co-respondent with another district.

Districts showing a value of .25 above indicates that the district is a co-respondent with 3 other districts.

**Desert/Mountain SELPA  
Due Process Activity Summary  
July 1, 2020 – September 11, 2020**

LEA Case Number	Issue(s)	Date Filed	Resolution Scheduled	Mediation Scheduled	Pre-Hearing Conference	Due Process Hearing	Status
1. Apple Valley Case No. 20200701377	<ol style="list-style-type: none"> <li>1. Appropriate services, goals, placement, accommodations</li> <li>2. Failure to implement IEP as written</li> <li>3. Denial of Home instruction</li> <li>4. Failure to timely assess and review evaluations</li> <li>5. Failure to provide accommodations for cheer tryouts</li> </ol>	0703/2020	<del>07/13/2020</del> 07/16/2020	<del>08/27/20</del>	<del>08/17/2020</del> 09/21/20	<del>08/25- 8/27/2020</del> 09/29- 10/01/20	Resolution unsuccessful. Parent demands placement of daughter on cheer team, reimbursement for private/city cheer team participation, compensatory ed, Spanish class letter grade change. Parent agreed to mediation then withdrew. Preparing for hearing.
2. Hesperia USD Case No. 2020070579	<ol style="list-style-type: none"> <li>1. Appropriate placement and program</li> <li>2. Statutorily appropriate LAS assessment</li> </ol>	07/17/2020	<del>7/31/2020</del> 08/17/2020	09/08/2020	10/26/2020	11/03- 11/15/20	08/26/20 settlement agreement for DMCC ERMHS, IEE-speech; service increases to speech and occupational therapy. Comp. education: speech, counseling, tutoring. CLOSED
3. VVUHSD Case No. 2020070920	<ol style="list-style-type: none"> <li>1. Appropriate placement and program</li> <li>2. Failure to make progress</li> <li>3. Failure to provide ABA aide at parent request</li> <li>4. Minimal services during COVID 19</li> </ol>	07/29/2020	08/11/2020		09/11/20	09/22- 09/24/20	08/28/20 settlement agreement for comp. education: tutoring, speech language, occupational therapy. CLOSED
4. Hesperia Case No. 2020070962	<ol style="list-style-type: none"> <li>1. Appropriate program in LAS, Fine Motor, Behavior</li> <li>2. Statutorily appropriate LAS assessment and psycho ed assessment</li> </ol>	07/30/2020	<del>08/07/2020</del> 08/18/20	09/17/20	09/11/20	<del>09/22- 09/24/20</del> 10/20- 10/22/20	08/27/20 settlement agreement for IEEs: speech language, FBA, Psycho-Ed. IEP additions: increase in speech language, occupational therapy. Comp. education: tutoring, speech. CLOSED

**Desert/Mountain SELPA  
Due Process Activity Summary  
July 1, 2020 – September 11, 2020**

<b>LEA Case Number</b>	<b>Issue(s)</b>	<b>Date Filed</b>	<b>Resolution Scheduled</b>	<b>Mediation Scheduled</b>	<b>Pre-Hearing Conference</b>	<b>Due Process Hearing</b>	<b>Status</b>
5. VVUHSD 2020080045	Child Find 1. Severe depression 2. Hospitalized 4x 3. Failing classes	08/05/2020	8/18/2020		09/14/20	09/22- 09/24/20	Seeking identification as SPED in order to cover residential placement. Student in medical RTC in Whittier. Upon release, VVUHSD to commence assessment. Settlement 08/27/20 - CLOSED
6. Victor Elem SD 2020080331	Child Find 1. Failure to assess	08/12/2020	09/02/2020		09/28/20	10/06- 10/08/20	Student had 504 in Victor Elem SD; VVUHSD found eligible for special education. Seeking comp. education.
7. Adelanto SD & VVUHSD 2020080427	Denial of FAPE 1. Health plan 2. Academic 3. Complete assessment	08/13/2020	08/25/2020		09/25/20	10/06- 10/08/20	09/28/20 settlement agreement; fund IEE – Psycho ed; IEP to modify goals, health plan, and implementation with parent; comp. education; CLOSED

Desert /Mountain SELPA  
Legal Expense Summary  
As of September 11, 2020

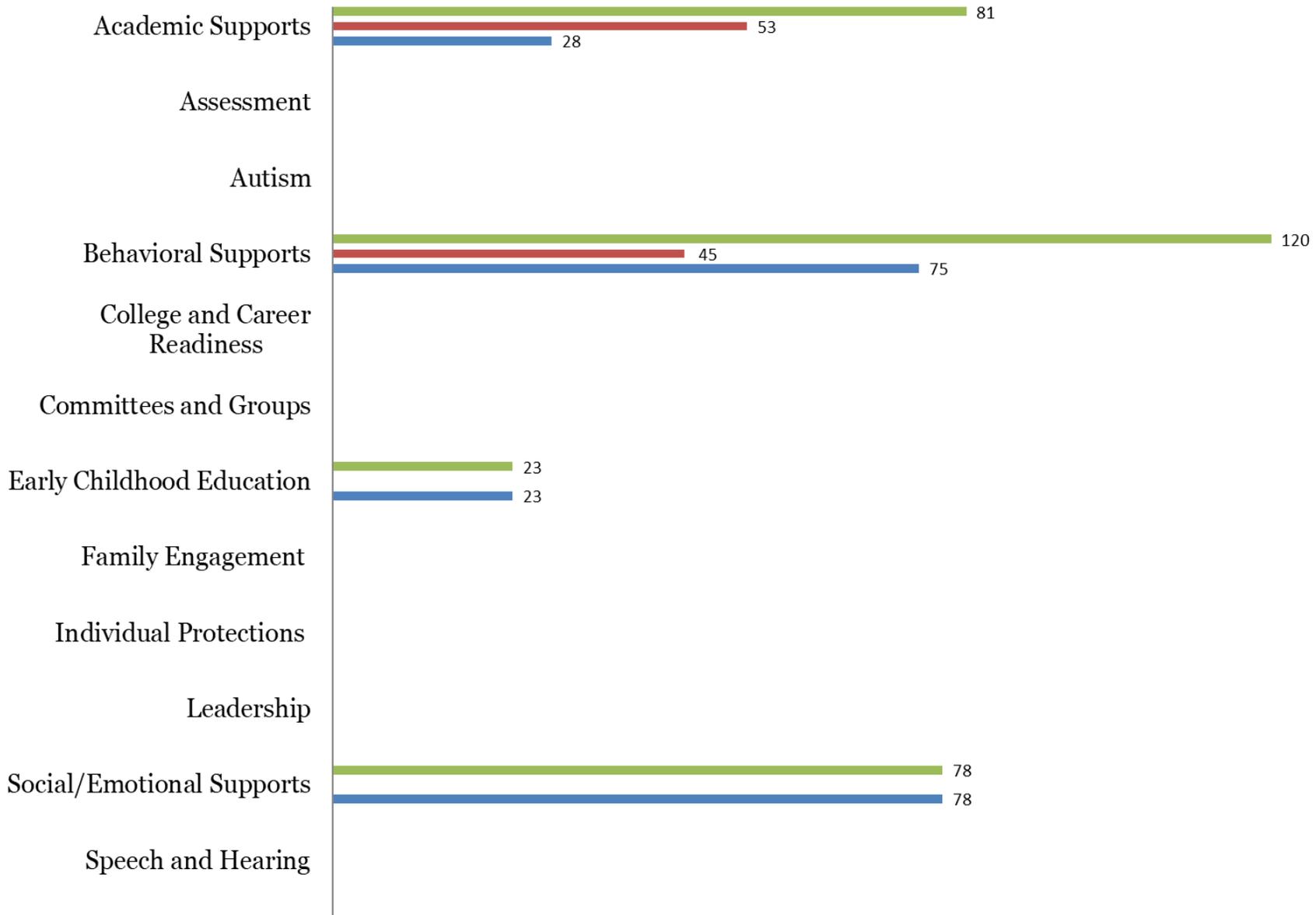
2000-2001	\$39,301.51
2001-2002	\$97,094.90
2002-2003	\$37,695.13
2003-2004	\$100,013.02
2004-2005	\$136,514.09
2005-2006	\$191,605.08
2006-2007	\$140,793.00
2007-2008	\$171,614.04
2008-2009	\$263,390.71
2009-2010	\$114,076.96
2010-2011	\$293,578.50
2011-2012	\$567,958.10
2012-2013	\$321,646.04
2013-2014	\$250,372.65
2014-2015	\$297,277.76
2015-2016	\$204,756.26
2016-2017	\$233,130.03
2017-2018	\$247,459.52
2018-2019	\$314,479.71
2019-2020	\$475,930.79
2020-2021	\$29,646.30

# D/M SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

JULY & AUGUST 2020 - 302 PARTICIPANTS

302 YEAR-TO-DATE PARTICIPANTS

■ Total Participants YTD by Content Area ■ On-Site Trainings ■ Regional Trainings



# D/M CHARTER SELPA PROFESSIONAL LEARNING PARTICIPATION SUMMARY

JULY & AUGUST 2020 - 32 PARTICIPANTS

32 YEAR-TO-DATE-PARTICIPANTS

■ Total Participants YTD by Content Area ■ On-Site Trainings ■ Regional Trainings

