

Fresno County Charter

Special Education Local Plan

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GOVERNANCE AND ADMINISTRATION

PURPOSE

The Fresno County Charter Special Education Local Plan Area (“Charter SELPA”) is composed of Local Educational Agency Charter Members (“Charter LEAs”) located in Central California. The Fresno County Charter SELPA has designated the Fresno County Superintendent of Schools (“FCSS”) as the Responsible Local Agency (“RLA”).

As members of the Charter SELPA, each charter as identified by the County, District, School (“CDS”) code issued by the State Board of Education is considered an LEA for purposes of special education.

The Charter SELPA further recognizes its members as Single Charter Members or Organization Members. A Single Charter Member is defined as an entity with one Charter CDS code. An Organization Member is an entity with multiple Charters (multiple CDS codes). The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

The function of the Charter SELPA and participating agencies is to provide a quality educational program appropriate to the needs of each eligible child with a disability who is served by the Charter LEAs.

All such programs are operated in a cost effective manner consistent with the funding provisions of California Education Code (“EC”) §56700 et seq, the Federal Individuals with Disabilities Education Act (“IDEA”), all other laws and policies, and the procedures of the Charter SELPA.

CHANGES IN THE GOVERNANCE STRUCTURE

Any changes in the governance structure of the Charter SELPA, including the dividing of the SELPA into more than one operating entity, changing the designation of and/or responsibilities of the RLA, are subject to specific provisions of EC §§ 56140, 56195, et seq., 56195.7 et seq., and 56205 et seq.

1. Any local agency which is currently designated as an LEA participating in the Fresno County Local Plan for Special Education may elect to pursue an alternative option from those specified in EC §56195.1 by notifying the Fresno County Superintendent at least one year prior to the date the alternative plan would become effective (EC §56195.3(b)).
2. Any alternative plan of an LEA is subject to the approval of the county superintendent of the county or counties which would have school districts as participating agencies in the alternative plan. (EC §56195.1)
3. Approval of a proposed alternative plan by the Fresno County Superintendent may be based on the capacity of the Charter LEA(s) to ensure that special education programs and services are provided to all children with disabilities. (EC §56140(b))

4. If an alternative plan is disapproved by a county superintendent, the county office shall return the Charter Local Plan with comments and recommendations to the Charter LEA(s). The charter or charters participating in the alternative plan may appeal the decision to the Superintendent of Public Instruction. (EC §56140 (b) (2))

5. Any alternative plan to be submitted by a charter or a group of charters currently participating in the Charter SELPA must meet the standards established by the State Board of Education and not adversely affect the size and scope status of the current local plan geographic area.

6. Any changes in the designation of the RLA for the Charter SELPA must conform to the above code provisions and the administrative provisions for approval as specified in the Charter Local Plan.

Disagreements among the participating agencies of the Charter SELPA are attempted to be resolved through dispute resolution procedures. If not resolved, the matter would be presented to the Charter SELPA CEO Council for discussion and dispute resolution.

GOVERNANCE STRUCTURE OF THE CHARTER LOCAL PLAN

California EC §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 plan, and the responsibilities of district and county administrators of special education in coordinating the administration of the plan." In accordance with this provision, the Charter SELPA has developed the following governance structure, policy development and approval process.

RESPONSIBILITIES OF EACH GOVERNING BOARD IN THE POLICY- MAKING PROCESS AND PROCEDURES FOR CARRYING OUT THE RESPONSIBILITY

Upon entry into the Charter SELPA, the governing board for each Charter LEA shall approve the Agreement for Participation, Representations and Warranties, and the Charter Local Plan for Special Education, including Board Policies and Administrative Regulations. The Charter SELPA Local Plan is initially approved by the Fresno County Board of Trustees, and any subsequent approvals shall be approved by the Charter SELPA CEO Council. Amendments to the Charter Local Plan to revise LEA membership (additions/deletions) shall be approved by the Charter SELPA CEO Council. Prior to Charter SELPA CEO Council approval, new LEA members and/or termination of LEA members shall be approved through the process as identified in Charter SELPA policies.

The Charter SELPA CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan. The Charter Local Plan shall be sent to all Charter LEAs. Notice of the public hearings shall be posted in each charter school at least 15 days prior to the hearing, as required by law.

As described within the Charter Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegate the ongoing policy-making process, the Funding Allocation

Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

RESPONSIBILITIES OF CHIEF EXECUTIVE OFFICERS CHARTER SELPA CHIEF EXECUTIVE OFFICERS' COUNCIL

The Charter SELPA Chief Executive Officers' ("CEO") Council membership consists of the CEO or designee of each Charter LEA. Each Charter LEA has one vote. Organization Members that operate more than one Charter LEA may have a single representative for all Charter LEAs, but such representative shall have a number of votes equal to the number of Charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code §§54950-54963), which requires that Charter SELPA CEO Council members conduct business at properly noticed and agenda'd public meetings. A majority of the Charter LEAs present at a regularly scheduled and posted Charter SELPA CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the SELPA Administrator/Designee to direct and supervise the implementation of the Charter Local Plan. The Charter SELPA CEO Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, service, functions, and any other purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held, generally in September and May.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Charter SELPA Funding Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Charter Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and each Charter LEA's Governing Board.

Charter School Admission Criteria:

It is the intent of the Charter SELPA to provide options for charter schools in terms of a SELPA membership. While it is always preferable for a charter school to participate with its geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for a SELPA membership. Therefore, there are specific criteria which must be met in order for a charter school to be considered for membership in the Charter SELPA.

Charter SELPA Selection Committee

As outlined in Charter SELPA policies, a Charter SELPA Selection Committee has been established to approve the admission of new charters to the Charter SELPA. The Charter SELPA Selection Committee is comprised of the following:

- The SELPA Administrator/Designee
- One Charter CEO member of the Charter SELPA Executive Committee
- The SELPA/Special Education Financial Services Supervisor/Designee

The Charter SELPA Selection Committee will meet, review all documents, and approve or reject membership applications. Because of a high volume of applications to the Charter SELPA, the Charter SELPA Selection Committee may include more than one member of the Charter SELPA Executive Committee or Charter SELPA CEO Council and more than one Charter CEO selected by the SELPA Administrator/Designee in order to efficiently review the number of applications submitted. Meetings may take place through teleconference. For the purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

The Charter SELPA Selection Committee will inform the Charter SELPA CEO Council members of their decision. The SELPA Administrator/Designee shall inform the charter school of the decision.

Any charter school may apply to the Charter SELPA Selection Committee to become a Charter LEA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the Charter LEA will participate in the governance of the Charter SELPA in the same manner as all other Charter LEAs in the Charter SELPA. The timeline for submission may be amended by the SELPA Administrator/Designee for unique circumstances, including State Board of Education charter approvals.

The applicant member, not an expansion of an existing member, will be deemed a member of the Charter SELPA upon approval of the Charter SELPA Selection Committee and subsequent Charter Local Plan Membership amendment approved by the Charter SELPA CEO Council and the California Department of Education. The applicant Charter LEA’s Governing Board must also take action to approve membership.

The Charter SELPA Selection Committee shall review applications to determine if the applicants meet the requirements of the application process as established by the Charter SELPA. The Charter SELPA Selection Committee will inform the Charter SELPA CEO Council of their decision.

Applications for additional charter schools of a current Charter LEA shall be approved by the Charter SELPA, pursuant to Charter SELPA policies, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA has significant documentation available to assess the new Charter LEA capacity.

The applicant member, an expansion of an existing member, will be deemed a member of the Charter SELPA after approval of the Charter SELPA, and subsequent Charter Local Plan Membership amendment approved by the Charter SELPA CEO Council and the California Department of Education. The applicant Charter LEA’s Governing Board must also take action to approve membership.

Charter SELPA Membership Appeals Committee

The Charter SELPA Membership Appeals Committee meets on an “as needed basis” to hear Charter SELPA Selection Committee appeals and membership termination appeals. The SELPA Administrator/Designee shall serve as an ex officio member of the Charter SELPA Membership Appeals Committee. An invitation to participate in the Charter SELPA Membership Appeals Committee shall be issued annually at the first Charter SELPA CEO Council meeting of the fiscal year.

Charter SELPA Membership Appeals Committee meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code §§54950-54963), which requires that SELPA Membership Appeals Committee members conduct business at properly noticed and agendaized public meetings.

CHARTER SELPA EXECUTIVE COMMITTEE

Responsibilities of the Charter SELPA Executive Committee

The Charter SELPA Executive Committee shall serve as an informal advisory body to the Charter SELPA. The Charter SELPA Executive Committee shall be comprised of all Charter SELPA CEO Council members who have an interest in participating as a committee member. Committee participation shall be at the discretion of individual members who shall be free to attend, or not attend, meetings as they choose. However, at no time shall a Charter SELPA Executive Committee meeting be conducted with a majority of Charter SELPA members.

Charter SELPA Executive Committee meetings shall occur from time to time on an informal basis as the Charter SELPA Executive Committee may determine. The Charter SELPA Executive Committee shall have no continuing subject matter jurisdiction. However, it is contemplated that the Charter SELPA Executive Committee shall from time to time consider and advise the Charter SELPA on administrative matters including, but not limited to, program operations, future strategic planning, procedural matters and fiscal considerations.

An invitation to participate in the Charter SELPA Executive Committee shall be issued annually at the first Charter SELPA CEO Council meeting for the fiscal year. The SELPA Administrator/Designee shall serve as an ex-officio member of the Charter SELPA Executive Committee.

Summaries of the Charter SELPA Executive Committee meetings shall be transmitted to the full membership of the Charter SELPA CEO Council.

Special Education Community Advisory Committee

Each Charter LEA shall select a parent representative to participate in the Special Education Community Advisory Committee (“CAC”) to serve staggered terms in accordance with EC §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA on the implementation of the Charter Local Plan as well as provide local parent training options in accordance with the duties, responsibilities and requirements of EC §§56190-56194.

Because of the geographic diversity anticipated within the Charter SELPA, meetings may take place through teleconference. For purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

Charter SELPA Special Education Steering Committee

The Charter SELPA Special Education Steering Committee serves in an advisory capacity to the Charter SELPA. Each Charter LEA is entitled to select one representative for this committee. The Charter SELPA Special Education Steering Committee Representatives are the Charter LEA’s special education directors or special education program leads. They meet regularly for the purpose of advising the Charter SELPA and receiving and disseminating direct program/instructional information.

Charter SELPA Special Education Fiscal Committee

The Charter SELPA Special Education Fiscal Committee meets twice per year. The designated fiscal representative from each Charter LEA is invited to attend. Charter CEOs and Special Education Administrative contacts are invited to attend as well. Meetings take place through teleconference. For the purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both. The meeting serves as a communication tool to inform fiscal contacts of actions taken by Charter SELPA CEO Council that may have budgeting and financial reporting considerations.

FULL CONTINUUM OF SERVICES

Both State and Federal law provides that students with exceptional needs 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 Charter LEA must ensure that all children served under its 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 Charter SELPA.

Given this fact, the Charter Local Plan provides funding per the Charter SELPA Funding Allocation Plan to the Charter LEAs so that they may appropriately provide for all the students with special education needs attending their schools. This obligation can be met in several ways, which may include, but not be limited to, the following:

- Hire appropriately credentialed special education staff.
- Contract with the Fresno County Superintendent of Schools.
- Contract with another LEA.
- Contract with Nonpublic Schools/Agencies.

These methods of providing necessary services may be used by a single Charter LEA. Several Charter LEAs could join together to provide the services.

EVALUATION

EC §56600 was written, in part, to ensure that SELPAs participate with all State efforts to provide for ongoing comprehensive evaluation of special education programs in order to

refine and improve programs, policies, regulations, guidelines, and procedures on a continuing basis, and to assess the overall merits of these efforts.

The Charter SELPA submits all information required by the CDE's Special Education Division in this effort, including statistical data, program information, and fiscal information related to the programs and services for children with disabilities in the Charter SELPA. The Charter SELPA Administration is responsible for collecting and reporting all data required by CDE related to special education budgets and services.

The Charter SELPA Administration supports all Charter LEAs in the collection of data related to compliance, due process procedures, availability of services, key performance indicators and other data as needed.

DATA COLLECTION AND DEVELOPMENT OF MANAGEMENT INFORMATION SYSTEMS

CDE requires of each SELPA the collection of specified data in such a manner as to be communicative with the CDE data collection system.

The Charter SELPA will implement a data collection and storage system that provides for the management and reporting of required data for State and Federal systems. The Charter SELPA continues to work with the State's data collection system to collect and report all required data related to special education fiscal and program services, and to provide other pertinent information necessary for the operation of the Charter SELPA.

The Charter SELPA Administration supports all Charter LEAs in the Charter SELPA in their collection and reporting of required data.

The Charter SELPA Administration strives to support a system which is responsive to the data needs of Charter LEAs.

PROVISION FOR ONGOING REVIEW OF PROGRAMS

The State has in place a system for review of the special education programs in the Charter LEAs. It is the responsibility of the Charter SELPA to support the delivery of effective programs and services in its Charter LEAs to support a continuum of appropriate service options, to improve the quality of the programs offered, and to monitor them and participate in review processes, including the Key Performance Indicator, annual performance reports, the Procedural Safeguards, complaint processes and mediation and due process procedures, and other required State measures.

The Charter SELPA endeavors first to provide adequate information, resources and support to all its Charter LEAs so that they may deliver compliant, quality services. Further, the Charter SELPA Administration, under the direction of the Charter SELPA CEO Council and in conjunction with the CAC, and the informal advisement from the Charter SELPA Executive Committee, participates in all State review processes and any local review processes to ensure that appropriate and necessary services are offered for all children with disabilities and to support continuous improvement of those services.

The Charter SELPA ensures that adequate information related to all areas of compliance is available to all Charter LEAs.

Every Charter Member LEA ensures the availability of a full continuum of options, supplemental aids and services, and regionalized programs for all children with disabilities.

PROCESS FOR ALLOCATING PROGRAM SPECIALIST SERVICES THROUGHOUT THE REGION

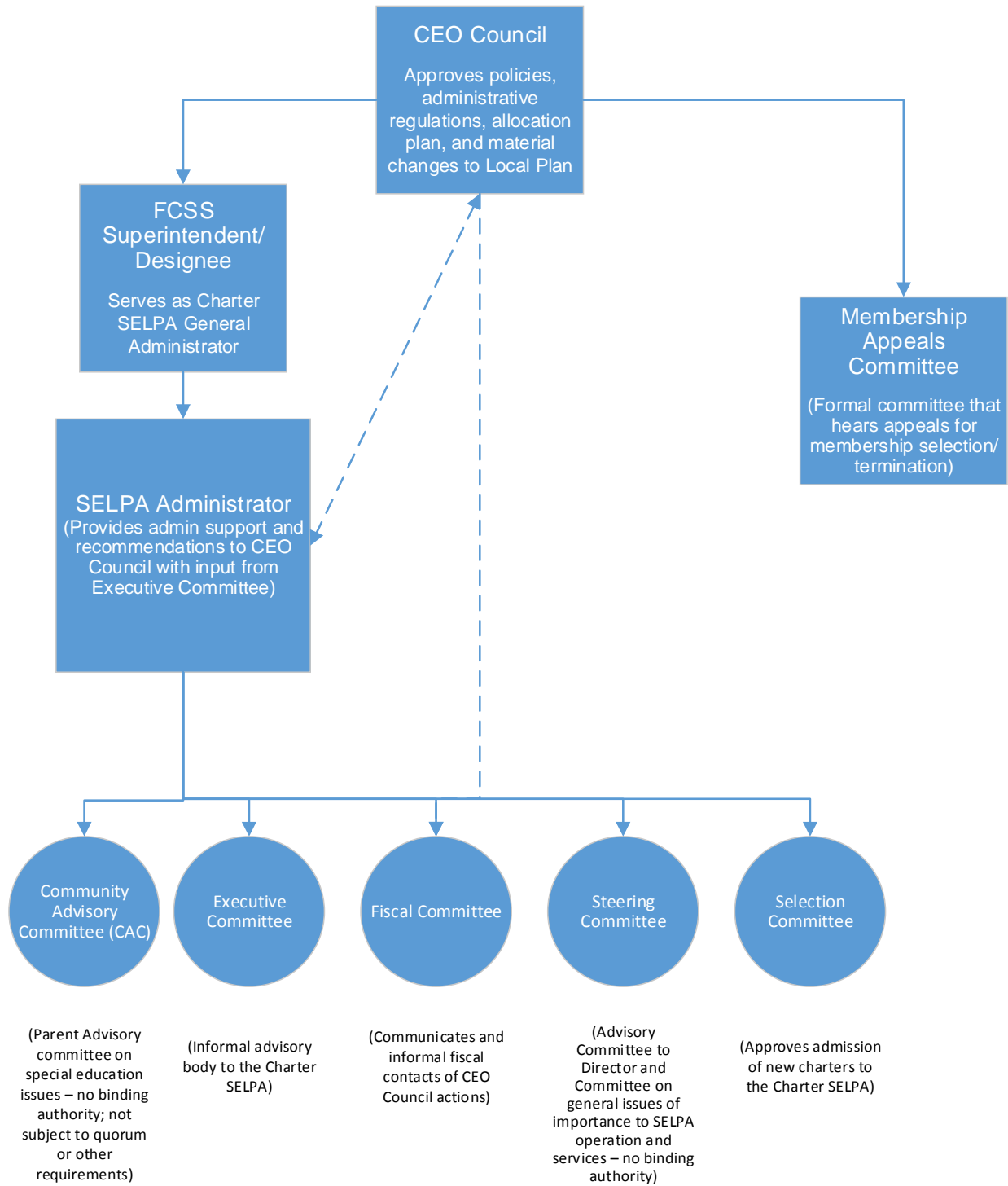
The Charter SELPA employs Program Specialist(s). In addition, and in accordance with EC §56780, all coordination responsibilities for program specialist services as outlined are fully supported through the governance structure of the Charter SELPA. This includes the administrative staff, program specialist services, Charter Special Education Steering Committee, Charter SELPA Executive Committee, and Charter SELPA CEO Council. Openings for Program Specialist positions are advertised, and the selection processes conducted are consistent with FCSS hiring practices.

Duties of program specialists are those specified in EC §56368 and the Charter Local Plan:

- A. Assist special education service providers, educational specialists, and designated instruction and service instructors in the planning and implementation of Individual Education Programs (IEPs) for students with disabilities.
- B. Coordinate curricular resources in a manner to make them available and effective for personnel who are in need of these resources.
- C. In conjunction with the SELPA Administrator/Designee, assess program effectiveness to promote the program for individuals with exceptional needs.
- D. Participate in school staff development, research, program development, and innovation or special methods and approaches.
- E. Provide coordination, consultation, and program development in areas to which the program specialist is assigned.
- F. Under the direction of the SELPA Administrator/Designee, assure that pupils have a full educational opportunity, regardless of the district of residence in the Charter SELPA.
- G. Participate in IEPs at the request of the Charter LEA or the parent.
- H. Assist Charter LEAs with non-public, non-sectarian and state school placements when requested.

Safeguards for the assurance of appropriate use of regionalized funds are the responsibility of the SELPA Administrator and as approved by the governance structure. Program Specialist(s) are employed by the RLA and supervised by the SELPA Administrator/Designee.

Fresno County Charter SELPA Flowchart



AGREEMENT FOR PARTICIPATION

FRESNO COUNTY CHARTER SELPA

The Fresno County Charter Special Education Local Plan Area (“Charter SELPA”) as authorized by the California State Board of Education assists Central California charter schools that have successfully completed the Charter SELPA membership process and have signed this Agreement for Participation (“Agreement”) which are deemed Local Educational Agencies pursuant to EC §47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to services under applicable State and Federal laws and regulations (Students). Charter SELPA Membership also ensures compliance with the Charter LEA obligations under EC §56195, et. seq.

It is the goal of the Charter SELPA that all charter pupils with exceptional needs within the Charter SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter LEAs who are signatories hereto, the Fresno County Superintendent of Schools (“FCSS”), and the Charter SELPA, mutually agree as follows:

DEFINITIONS

LEA: Local Educational Agency. As described in EC §56026.3, this term shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

AU: Administrative Unit. Federal Regulations use this term. California Education Code uses the term Responsible Local Agency (“RLA”). For purposes of this Agreement, FCSS shall be the AU for the Charter SELPA. The term AU and RLA are interchangeable.

RLA: Responsible Local Agency, as described in EC §56030. Federal Regulations use the term “Administrative Unit” or “AU”. For purposes of this Agreement, FCSS shall be the RLA for the Charter SELPA. The term AU and RLA are interchangeable.

Charter SELPA Administration: The Charter SELPA Administration includes the Charter SELPA staff charged with administering the program and fiscal compliance requirements. Staff may include, but is not limited to, the Administrator, Coordinators, Program Specialists, Program Managers, Accountants, and other positions as may be necessary.

Charter SELPA CEO Council: The Charter SELPA CEO Council is composed of a representative from each Charter LEA in the Charter SELPA at the Chief Executive Officer level. Organizations that operate more than one Charter School at their option may have a single representative for all LEAs operated, but such representative shall have a number of votes equal to the number of LEAs represented. This group would meet regularly with the

County Superintendent of Schools/Designee to direct and supervise the implementation of the Charter Local Plan.

Charter SELPA Executive Committee: The Charter SELPA Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the Fresno County Superintendent and/or staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas such as various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members and new members. This committee serves as an informal advisory body to the Charter SELPA.

Charter Special Education Steering Committee: The Charter Special Education Steering Committee serves in an advisory capacity to the SELPA Administrator. Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the SELPA Administrator and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee: Each Charter LEA shall select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with EC §56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the SELPA Administrator on the implementation of the Charter SELPA Local Plan for Special Education in Charter Schools (“Local Plan”) as well as provide local parent training options in accordance with the duties, responsibilities and requirements of EC §§56190-56194.

Because of the geographic diversity anticipated within the Charter SELPA, meetings may be conducted through the use of teleconferencing or video conferencing. For the purposes of this section, “teleconference” means a meeting where the members are in different locations, connected by electronic means, through either audio or video, or both.

Individualized Education Program (IEP): The IEP is a plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the educational services needed to meet these goals and objectives in accordance with EC §56032.

IEP Team: The IEP Team is a group of team members, as defined in EC §56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

CHARTER LEA RESPONSIBILITIES AND DUTIES

Each Charter LEA agrees that it is subject to the following responsibilities and duties under this Agreement, all adopted Charter SELPA policies and procedures, the Charter Local Plan, and governing State and Federal laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the Charter SELPA, and these responsibilities and duties cannot be delegated to another entity.

The Charter LEA as a participant in the Charter Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of, or related to, its own pupils and its respective programs operated by the Charter LEA:

A. Adhere to the Charter Local Plan, Charter Policies and Procedures as adopted by the Charter SELPA CEO Council;

B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Charter Local Plan, and in compliance with State and Federal mandates (Charter LEAs may contract for these services);

C. Conduct and/or contract those programs operated by the Charter LEA in conformance with the Charter Local Plan and the State and Federal mandates;

D. Organize and administer the activities of the IEP Teams, including the selection of the Charter LEA staff and who will serve as members of the IEP Team in conformance with EC Section 56341 and in compliance with the Charter Local Plan;

E. Organize and maintain the activities of the Resource Specialist Program in conformance with EC §56362; the designated instruction and service in conformance with EC §56363; and special classes and centers in conformance with EC §§56364.1 and 56364.2; and in compliance with the Charter Local Plan;

F. Provide facilities as required to house the programs conducted by the Charter LEA;

G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the Charter LEA;

H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the Charter LEA;

I. Cooperate in the development of curricula for the classes and the development of program objectives with the Charter SELPA. Cooperate in the evaluation of the programs as specified in the Charter Local Plan with the Charter SELPA;

J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Charter Local Plan with the Charter SELPA;

K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria;

L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Charter Local Plan;

M. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Charter Local Plan;

N. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;

O. Designate a person to represent the Charter LEA on the Charter Special Education Steering Committee to monitor the implementation of the Charter Local Plan and make necessary recommendations for changes and/or modifications;

P. Designate a representative for the Charter LEA to serve on the Special Education Community Advisory Committee, in accordance with EC §§56192-56193 and pursuant to the procedures established in the Charter Local Plan;

Q. Designate the Charter LEA Superintendent/CEO or School Leader to represent the Charter LEA on the Charter SELPA CEO Council to supervise and direct the implementation of the Charter Local Plan;

R. Receive special education funding from the RLA in accordance with the Charter SELPA's Funding Allocation Plan. It is understood that except as otherwise may be specifically agreed from time to time, the RLA shall have no responsibility for the operation of any direct educational program service of any kind.

S. Provide the Charter SELPA, on an annual basis, with the Charter LEA's annual audit report, as conducted according to EC §47605(b)(5)(I). This submission shall be made annually, no later than January 31st. The Charter LEA further agrees to forward the Charter SELPA copies of the State Controller's Office communications regarding the audit report corrective actions and a corrected audit report, if applicable. Should a Charter LEA be the subject of a Fiscal Crisis and Management Assistance Team ("FCMAT") report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the Charter LEA shall notify the Charter SELPA and provide the Charter SELPA with a copy of the report.

T. Indemnify and hold harmless the Fresno County Office of Education ("FCOE"), the Fresno County Board of Education, the Fresno County Superintendent of Schools ("FCSS"), the Charter SELPA, and attorneys hereby collectively referred to jointly as "SELPA", and all of their officers, directors, employees, agents, and representatives and attorneys against any and all claims, losses, penalties, fines, forfeitures, judgments, reasonable attorney's fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from any act or omission by or on behalf of Member by SELPA under this Agreement, unless the act or omission constitutes gross negligence, willful misconduct, or breach of fiduciary duty by any officer, director, partner, agent, or employee of SELPA in connection with SELPA's performance under this Agreement and the amounts would not have been covered under Members' insurance that result from any act or omission constituting gross negligence or willful misconduct by any officer, director, or employee of the Charter SELPA in connection with the Charter SELPA's performance under this agreement.

A Charter LEA Member contracting for external services, consistent with the definition, shall do so only with a duly licensed and authorized entity or individual. The contract for services executed by the Charter LEA and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the Charter LEA, the Charter SELPA, RLA, the Superintendent, and other indemnified parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide services in conformity with these obligations.

With respect to external services and/or student placements, the Charter LEA shall affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or services in conformity to ensure that the Charter LEA's obligations to the student are still being met.

CHARTER SELPA DUTIES AND RESPONSIBILITIES

Charter LEAs shall comply with all State and Federal laws and regulations. Pursuant to the provisions of California Education Code, the Charter SELPA shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the Charter Local Plan. In addition, the Charter SELPA shall perform such services and functions as required to accomplish the goals set forth in the Charter Local Plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charter LEAs as specified in the Charter Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under EC §56836 et seq. Receive data from each Charter LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of regionalized services as authorized under EC §56836.02;
- B. Coordinate with Charter LEA's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside within the Charter LEA, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Charter Local Plan;
- C. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Charter Local Plan;
- D. Coordinate the organization and maintenance of the CAC as part of the responsibility of the Charter SELPA to coordinate the implementation of the Charter Local Plan pursuant to California Education Code. Provide for the attendance of designated members of the Charter SELPA's staff at all regularly scheduled CAC meetings;
- E. Coordinate community resources with those provided by Charter LEAs and the Charter SELPA, including providing such contractual agreements as may be required;
- F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Charter Local Plan and make recommendations for necessary revisions, including, but not limited to, the following:

1. Monitoring the application of eligibility criteria throughout the Charter Local Plan area;
2. Coordinating the implementation of the transportation for special education pupils;
3. Coordinating the system of data collection, management, and evaluation;
4. Coordinating professional development and curriculum development for special education, including alternative dispute resolution;
5. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
6. Developing interagency referral and placement procedures; and
7. Evaluating the effectiveness of special education programs.

G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent/Designee and the SELPA Administrator at meetings;

H. Provide for regular inservice training for the Charter SELPA and Charter LEA staff responsible for the operation and conduct of the Charter Local Plan. Regular inservice training may also be provided to CAC representatives;

I. Provide the method and the forms to enable the Charter LEA to report to the Charter SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system;

J. Provide reasonable assistance to the Charter LEA upon request from Charter LEA administration, or individual cases, including but not limited to the following:

1. Complaint issues;
2. Hearing issues; and
3. Identification of appropriate programs for specific pupils.

K. Perform other services reasonable and necessary to the administration and coordination of the Charter Local Plan;

L. Receive special education funding and distribute funds in accordance with the Charter SELPA Funding Allocation Plan.

M. Schedule a public hearing at the Fresno County Office of Education for purposes of adopting the Annual Service Plan and Annual Budget Plan.

PROVISIONS OF THE AGREEMENT

A. Consistent with this Agreement, each Charter LEA shall have full and exclusive authority and responsibility for classifying employment positions within its respective Charter LEA.

B. No Charter LEA may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other Charter LEA.

C. The managerial prerogatives of any participating Charter LEA shall not be infringed upon by any other participating Charter LEA except upon mutual consent of an affected Charter LEA(s), or unless as otherwise set forth by this Agreement.

D. Any Charter LEA may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

1. Prior initial written notice of intended termination to the Charter SELPA of at least one year, and
2. Final written notice of termination to the Charter SELPA no more than six months after the Charter LEA's initial notice of intended termination.

The Fresno County Superintendent of Schools may terminate any Charter LEA's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

1. Prior initial written notice of intended termination to the Charter LEA of at least one year, and
2. Final written notice of termination to the Charter LEA no more than six months after the RLA's initial notice of intended termination.

The Charter SELPA, notwithstanding anything contained herein to the contrary, in its sole discretion, may initiate and complete the termination process, as provided for herein, in accordance with standards and a reasonable summary timeline as determined by the Charter SELPA. The summary standards and timeline as determined by the Charter SELPA shall, at a minimum, provide a Charter LEA a reasonable opportunity for prior written notice and an opportunity to be heard. Specifically, the timeline and appeal process above does not preclude the Charter SELPA from initiating and completing the termination process in less than 12 months or by June 30th of the year immediately preceding the summary termination, if the member demonstrates the following:

1. Disregard of State and Federal requirements to provide services to students, and/or
2. Demonstrated systemic and material issues that would cause the Charter SELPA to make a finding of "going concern" based on leadership, programmatic and/or fiscal solvency that would cause the Charter SELPA to believe the Charter SELPA would be harmed by the continued membership of the LEA.

E. Funding received by a Charter LEA is subject to the elements of the Charter Funding Allocation Plan. The Charter Funding Allocation Plan is updated on an as-needed basis and approved by the Charter SELPA CEO Council. Funding may be subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the Charter Funding Allocation Plan document. By signing this document, participants agree to the provisions of the Charter Funding Allocation Plan.

F. In accordance with their needs, the Charter LEAs and the Charter SELPA shall continue to manage and operate programs in their respective Charter LEAs in accordance with EC §56172.

G. The Charter SELPA CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Charter SELPA. The Charter SELPA staff shall be responsible for coordinating and informing the appropriate governance committee(s) on any such matter.

H. The Charter LEAs and the Charter SELPA will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each Charter LEA and in the Charter SELPA will be responsible for the daily operation of their respective programs.

I. The student program placement is and shall remain the responsibility of the respective Charter LEA. Student admission and transfer shall be determined in accordance with the respective Charter LEA, Charter SELPA, and the FCSS' procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Charter Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each Charter LEA of service shall have the right to determine if such Charter LEA is able to provide a Free, Appropriate Public Education for the pupil.

J. Supervision and other incidents of employment of special education staff will be the responsibility of the respective Charter LEA or the Charter SELPA. Each Charter LEA and the Charter SELPA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures of their respective Charter LEA or in the Charter SELPA as the case may be. All Charter LEAs shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such Charter LEA Member to provide continuity and service to their special education students.

K. The Charter SELPA CEO Council shall approve Charter SELPA policies, administrative regulations, the Charter Funding Allocation Plan and material changes to the Charter Local Plan. The Charter SELPA CEO Council shall meet the legal requirement of conducting a public hearing and adopting the Annual Service Plan and Annual Budget Plan.

WARRANTIES AND REPRESENTATIONS

As a condition of membership, each Charter LEA warrants and represents that at no time during such Charter LEA's membership in the Charter SELPA shall any such Charter LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education and related services. Nothing contained herein shall be interpreted as prohibiting any Charter LEA from expending funds for certified agency or certified non-public school purposes for the benefit of children served, in accordance with the approved Master Contract as noted in EC.

STANDARD OF CONDUCT

Each Charter LEA, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. Charter LEAs shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its

members to any significant risk of injury or any kind. No Charter LEA shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

RESERVATION OF RIGHTS

The RLA and Charter SELPA shall not be responsible for any Charter LEA or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, each Charter LEA agrees to defend, indemnify, and hold harmless the Charter SELPA and its individual other Members, the Fresno County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a Charter LEA Member to fulfill one or more of the Charter LEA Member's obligations except to the extent that such suit arises from the RLA's negligence. Further, the Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

FULL DISCLOSURE

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter LEA shall provide any requested information, documents, writings or information of any sort requested without delay.

DISPUTE RESOLUTION PROCESS POLICY

A. Rationale

In order to ensure the continual delivery of quality services to children with disabilities, a process for dispute resolution over the responsibility for service provision, governance activities, program transfer, or the distribution of funding must be in place.

B. Policy Statement

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or the distribution of funding or if a Charter LEA, group of Charter LEAs, or FCSS believes that an action taken by the Charter SELPA CEO Council will create an undue hardship on the member(s) or FCSS, or that the action taken exceeds the authority granted the Charter SELPA CEO Council within the Charter Local Plan and/or State or Federal statute, the aggrieved Charter LEA(s) or FCSS may request a review of the action at each level of the committee structure.

The following committees may review and provide recommendations to the Charter SELPA CEO Council:

1. Charter SELPA Steering Committee (limited to issues relating to service provisions)
2. Charter SELPA Executive Committee

The Alternative Dispute Resolution process and techniques are available in the Charter SELPA, and the Solutions Panel model could and would be applied upon request of any parties.

Upon exhaustion of the review procedure as provided for herein, any Charter LEA may appeal to an Ad Hoc Committee made up of the following:

1. County Superintendent's Designee
2. Charter SELPA CEO
3. CEO of a Charter School selected by the County Superintendent's designee and the Charter SELPA CEO. The CEO of a charter school does not have to be a member of the Charter SELPA.

The Ad Hoc Committee for resolving the conflict shall decide the matter at their discretion by a majority vote of Ad Hoc Committee members present and whose decision is final. No written record, findings of fact, nor conclusions of law shall be required of the Ad Hoc Committee. The decision of the Ad Hoc Committee shall be communicated with the parties involved and the Charter SELPA CEO Council at the next regularly scheduled meeting.

Representations and Warranties

1. Representations and Warranties:

As an inducement to, and in consideration for entering into this Agreement, the Charter SELPA and RLA specifically relies on the following express warranties and representations by Charter LEA which Charter LEA representative(s) who, by their signatures affixed below, declare that the following statements are true and correct:

For purposes of these representations and warranties, the Charter LEA may refer to an organization that manages and develops charter schools, but such representations and warranties shall only extend to the specific charter schools that are to be members of the Charter SELPA.

1. Except as set forth on attached Exhibit "A", as of the date signed below:

a. To the knowledge of Charter LEA, neither Charter LEA nor any of its officers, employees, agents or representatives have any lawsuit or legal action of any kind, including bankruptcy, pending or threatened against them.

b. Charter LEA officers, employees, agents and/or representatives of the charter school adhere to California laws and regulations related to conflict of interest provisions.

EXHIBIT “A” (Representations and Warranties):

1. Material Pending or Threatened Litigation, Claims and Assessments:

Charter LEA hereby represents and warrants that it has no material pending or threatened litigation, claims and assessments (excluding unasserted claims and assessments) against the Charter LEA or any of its officers, agents, employees, or representatives. The term “material” used herein means items involving amounts exceeding \$10,000 individually or in the aggregate.

CHAPTER IV POLICIES / PROCEDURES

The Charter SELPA has adopted Policies and Administrative Regulations as outlined on the list herein. The Policies set forth in full within this document are included to fulfill the Charter Local Plan document requirements.

Changes to Policies may be approved at any Charter SELPA CEO Council meeting, as long as Brown Act notice requirements have been met.

Fresno County Charter SELPA Policies and Administrative Regulations

1. Comprehensive Plan for Special Education CEOP AR
2. Identification and Evaluation of Individuals for Special Education CEOP AR
3. Individualized Education Program CEOP AR
4. Procedural Safeguards and Complaints for Special Education CEOP AR
5. Confidentiality of Student Records CEOP AR
6. Part C – Transition CEOP
7. Students with Disabilities Enrolled by their Parents in Private Schools CEOP
8. Compliance Assurances CEOP
9. Governance CEOP AR
10. Personnel Qualifications CEOP AR
11. Performance Goals and Indicators CEOP
12. Participation in Assessments CEOP AR
13. Supplementation of State and Federal Funds CEOP
14. Maintenance of Effort CEOP AR
15. Public Participation CEOP
16. Suspension/Expulsion CEOP AR
17. Access to Instructional Materials CEOP
18. Overidentification and Disproportionality CEOP
19. Prohibition of Mandatory Medicine CEOP
20. Data CEOP
21. Literacy CEOP
22. Admission of LEAs to the Charter SELPA CEOP AR
23. Behavioral Interventions for Special Education Students CEOP AR
24. Nonpublic, Nonsectarian School and Agency Services for Spec. Ed. CEOP AR
25. Conflict of Interest CEOP
26. Termination of Membership CEOP