

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
SPECIAL EDUCATION LOCAL PLAN AREA**

LOCAL PLAN



May, 2007

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

LOCAL PLAN FOR SPECIAL EDUCATION

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WEST CONTRA COSTA SELPA LOCAL PLAN

CERTIFICATIONS

CERTIFICATION OF BOARD MINUTES

This is to certify that in accordance with Federal and State laws and regulations, the

West Contra Costa Unified School District

School Board, at its regular meeting on June 20, 2007 approved the local plan
(date)

and that this plan is the basis for the operation and administration of special education programs. The agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 705 (20), 794-794b, Section 504 of Public Law, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Votes: Ayes: _____
 Noes: _____
 Absent: _____

I certify that the foregoing statement is true and correct.

(Signature of Authorized Representative)

(Print or Type Name and Title)

(Date)

SED-LP 1
CERTIFICATION OF PARTICIPATION,
COMPATIBILITY, AND COMPLIANCE
ASSURANCES

**CERTIFICATION OF PARTICIPATION, COMPATIBILITY,
AND COMPLIANCE ASSURANCES**

SED-LP-1

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


CDS Code / SELPA Code 0761796/0712	SELPA Name West Contra Costa	Application Date May 14, 2007
SELPA Address 2465 Dolan Way	SELPA City San Pablo, CA	SELPA Zip 94806
Name SELPA Director (Print) Steve Collins		SELPA Director's Telephone Number (510) 741-2801

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

RLA/AU Name West Contra Costa Unified	Name/Title of RLA Superintendent Bruce Harter, Superintendent	Telephone Number (510) 231-1101
RLA/AU Street Address 1108 Bissell Avenue	RLA/AU City Richmond, CA	RLA/AU Zip 94801
Date of Governing Board Approval June 20, 2007		

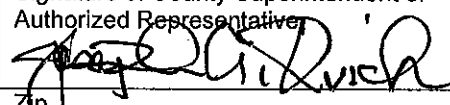
3. CERTIFICATION OF ASSURANCES

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

Signature of RLA Superintendent 	Date 5-15-07
--	-----------------

4. CERTIFICATION OF COMPATIBILITY BY THE COUNTY SUPERINTENDENT OF SCHOOLS

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

County Office Name Contra Costa County Office of Education	Name of County Superintendent or Authorized Representative Joseph A. Ovick	Title Contra Costa County Superintendent of Schools
Street Address 77 Santa Barbara Road	Signature of County Superintendent or Authorized Representative 	Date 5/21/07
City Pleasant Hill	Zip 94523	Telephone Number (925) 942-3432

5. CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE

(See attached)

FOR DEPARTMENT OF EDUCATION USE ONLY

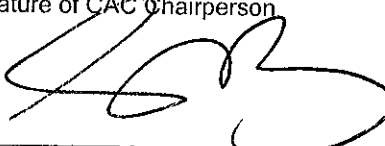
Recommended for Approval by the Superintendent of Public Instruction:

Date: _____ By: _____ Date of Approval: _____

**SED-LP 2
COMMUNITY ADVISORY COMMITTEE
CERTIFICATION**

CERTIFICATION OF PARTICIPATION, COMPATIBILITY, AND COMPLIANCE ASSURANCES

SED-LP-2 -

COMMUNITY ADVISORY COMMITTEE (CAC) CERTIFICATION		
CAC signature and verification: I certify :		YES NO
1. that the Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the local plan pursuant to Education Code (E.C.) Section 56194;	✓	
2. that to ensure adequate and effective participation and communication pursuant to E.C. 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the plan for special education;	/	
3. that the CAC has had 30 days to review the plan prior to submission to the Local Governing Boards and the California Department of Education for approval pursuant to E.C. 56205 (b)(6);	/	
4. That the CAC has reviewed any revisions made to the local plan as a result of recommendations or requirements from the California Department of Education.	✓	
CERTIFICATION OF COMMUNITY ADVISORY COMMITTEE		
Signature of CAC Chairperson 	Date 5/9/07	
Name of Chairperson (print) Gretchen Borg	Telephone Number (510) 231-9686	

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

**WEST CONTRA COSTA SELPA
LOCAL PLAN ASSURANCES
SED-LP-5**

WEST CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA
SPECIAL EDUCATION LOCAL PLAN AREA
LOCAL EDUCATION AGENCY (LEA) ASSURANCES
SED LP - 5

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

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

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

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

3. CHILD FIND (20 USC § 1412 (a)(3))

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

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

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

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

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are

educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs

only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

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

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

7. EVALUATION (20 USC § 1412 (a)(7))

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

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

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

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

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

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

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

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

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

12. INTERAGENCY (20 USC § 1412 (a)(12))

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

13. GOVERNANCE (20 USC § 1412 (a)(13))

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

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

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the CDE about staff qualifications.

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

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

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

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

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

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

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

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

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

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

20. RULE OF CONSTRUCTION (20 USC § 1412 (a)(20))
(Federal requirement for State Education Agency only)

21. STATE ADVISORY PANEL (20 USC § 1412 (a)(21))
(Federal requirement for State Education Agency only)

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

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

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

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

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

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

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

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

26. DISTRIBUTION OF FUNDS (20 USC § 1411(e),(f)(1-3))
(Federal requirement for State Education Agency only)

27. DATA (20 USC § 1418 a-d)

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

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

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

29. CHARTER SCHOOLS (E.C. 56207.5 (a-c))

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

In accordance with Federal and State laws and regulations,

West Contra Costa Unified School District

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

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this _____ day of _____, 200_____.

Yeas: _____ Nays: _____

Signed: _____

Title: _____

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

**WEST CONTRA COSTA SPECIAL EDUCATION
LOCAL PLAN AREA**

GOVERNANCE (USC Section 1412 (a)(13))

WEST CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA GOVERNANCE (20 USC Section 1412 (a)(13))

56195. Each special educational local plan area, as defined in subdivision 9d) of Section 56195.1, shall administer local plans submitted pursuant to chapter 3 (commencing with section 56836.

5619531 The governing board of a district shall elect to do one of the following: (a) If of sufficient size and scope, under standards adopted by the board, submit to the superintendent a local plan for the education of all individuals with exceptional needs residing in the district in accordance with Chapter 3 (commencing with Section 56200).

(a)(12)(D) A description of the governance and administration of the plan, including identification of the governing body of a multidistrict plan or the individual responsible for administration in a single district plan, and of the elected officials to whom the governing body or individual is responsible.

GOVERNING BODY

The governing body of West Contra Costa Unified School District (WCCUSD) is the School Board of WCCUSD 56205(a)(12)(A).

RESPONSIBILITIES OF LOCAL WCCUSD BOARD MEMBERS

The West Contra Costa SELPA Board of Education shall

1. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the SELPA.
2. By approving the Local Plan, enter into an agreement with other agencies participating in the plan, for purpose of delivery of services and programs.
3. Review and approve revisions of the WCCUSD SELPA Local Plan for Special Education.
4. Participate in the governance of the WCCUSD SELPA through its designated representative, the WCCUSD SELPA Director. The WCCUSD SELPA Director has the authority to act as the board designee to approve and amend policies as necessary.
5. Appoint members to the Community Advisory Committee.

GOVERNANCE, STRUCTURE AND ADMINISTRATIVE SUPPORT.

WCCUSD, pursuant to Section 56195 of the California Education Code has the responsibility to adopt a plan in accordance with California Education Code 562 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served WCCUSD Special Education Local Plan Area (WCCUSD SELPA).

SELPA POLICY

Procedures for Development

[56205 (a) (12) (B), 56205 (a) (D) (ii) (III), 56205(b)(4)] 56205(a)(D)(I), 56205(a)(D)(ii), 56205(a)(D)(ii)(I)]

Policies governing West Contra Costa SELPA shall be adopted by the West Contra Costa USD Board of Education 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. The Community Advisory Committee (CAC) shall review the West Contra Costa Local Plan and recommend modifications as necessary. All such modifications shall be subject to appropriate statutory and locally defined input process prior to incorporation in the plan. The West Contra Costa SELPA Director, or his/her designee, shall assist with these reviews.

Policies addressing West Contra Costa LEA responsibilities shall include, but not be limited to:

1. Free Appropriate Public Education
2. Full Educational Opportunity
3. Child Find
4. Individualized Education Program and Individualized Family Service Plan
5. Least Restrictive Environment
6. Procedural Safeguards
7. Evaluation
8. Confidentiality
9. Part C, Transition
10. Private Schools
11. Compliance Assurances
12. Interagency
13. Governance
14. Personnel Qualifications
15. Performance Goals and Indicators
16. Participation in State/District-Wide Assessments
17. Supplementation of State/Federal Funds
18. Maintenance of financial Effort
19. Public Participation
20. Rule Participation

21. Rule of Construction (SEA requirement only)
22. Suspension/Expulsion Rates
23. Access to Instructional Materials
24. Over identification and Disproportionality
25. Prohibition on Mandatory Medicine
26. Distribution of Funds
27. Data

RESPONSIBILITY OF PARTICIPATING AGENCIES

(56205(A)(12)(d)(I), 56195.1(b)(2), 56195.1(c)(1))

West Contra Costa LEA is responsible for implementing those services assigned to it and provided for in the Budget Plan. However, when WCCUSD is unable to provide an appropriate program for an individual student, it shall arrange for an appropriate placement, through an Individualized Education Team meeting with other agencies as required to meet the needs of the student.

Participating agencies may enter into additional contractual arrangements with WCCUSD to meet the requirements of applicable federal and state law. In adopting the Local Plan, each participating 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, including students attending charter schools where WCCUSD 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 WCCUSD programs. Such cooperation ensures that a range of program options is available throughout the WCCUSD special Education Local Plan Area (see Service Plan).

IMPLEMENTATION OF ADMINISTRATIVE FUNCTIONS

5205(a)(12)(D)(ii)(II)

WCCUSD is designated as the Administrative Unit (AU) for the WCCUSD SELPA. It shall be responsible for functions such as, but not limited to:

1. Receipt and distribution of special education funds to district accounts for the operation of special education programs and services.
2. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use.
3. The employment of staff to support SELPA functions.

The WCCUSD Special Education Department, under the direction of the SELPA Director, is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

SELPA STAFFING.

56205(a)(12)(D)(ii)(I)

The WCCUSD Board of Education assures that the SELPA shall identify the need for and designate positions necessary for the operation of the SELPA functions according to this policy. In reviewing and approving the SELPA Budget Plan and Service Delivery Plan on an annual basis, the WCCUSD School Board approves the staffing recommendations of the SELPA.

The SELPA Director, in conjunction with the WCCUSD Personnel Department shall use a selection process that includes representation from Administration, the Bargaining Unit, the Special Education AU and the Community Advisory Committee. The final interview shall be conducted by the SELPA Director. The candidate selected in the final interview shall be recommended to the School Board for consideration and approval.

The WCCUSD Special Education Department may be requested by the Superintendent, or other WCCUSD Cabinet members or administrators to provide advice or assistance in other areas as needs are identified within the SELPA.

The duties of the WCCUSD Special Education Department, under the direction of the SELPA Director include, but are not limited to, the following:

1. Provide information and recommendations for the development, modification and implementation of the Local Plan.
2. Develop and implement procedures for the identification, referral, assessment, IEP development and placement of individuals with disabilities as established by the Local Plan.
3. Develop forms, procedures and recommendations for programs and services for review, modification and approval by the WCCUSD Superintendent and School Board.
4. Develop an Annual Budget Plan for SELPA operations, including modification and approval by the WCCUSD Superintendent and School Board.
5. Develop in-service/staff development programs, including parent education activities, for review, modification and approval by the WCCUSD Superintendent and School Board.
6. Provide recommendations for membership for the Community Advisory Committee.
7. Develop the Annual Service Plan for approval by the WCCUSD Superintendent and School Board.

RESPONSIBILITIES OF WEST CONTRA COSTA LOCAL EDUCATION AGENCY ADMINISTRATORS

56205(a)(912)(A), 56195.1(a)(12)(D)

SUPERINTENDENT

The superintendent of the LEA shall be responsible for special education programs operated by the SELPA and for implementing all requirements of the Local Plan.

SELPA DIRECTOR

The WCCUSD SELPA Director is responsible for the coordination of special education services and programs within WCCUSD and for the implementation of the Local Plan. The SELPA Director is subject to the Administrative Unit's (AU) policies and procedures for day to day operations. The SELPA Director is given authority to implement policies and procedures.

The SELPA Director shall serve on behalf of the LEA and implement the Local Plan including the following services and operations:

1. Coordination of the SELPA and the administration of the Local Plan
2. Coordinated system of identification and assessment
3. Coordinated system of procedural safeguards.
4. Coordinated system of staff development and parent education
5. Coordinated system of curriculum development and alignment with the core curriculum
6. Coordinated system of internal program review, evaluation of the effectiveness of the local plan and implementation of a local plan accountability mechanism
7. Coordinated system of data collection and management
8. Coordination of interagency agreements
9. Coordination of services to medical facilities
10. Coordination of services to licensed children's facilities and foster family homes
11. Preparation and transmission of required SELPA reports
12. Fiscal and logistical support of the Community Advisory Committee
13. Coordination of transportation services for students with disabilities
14. Coordination of career and vocational and transition services
15. Assurance of full educational opportunity
16. Fiscal administration and the allocation of state and federal funds
17. Direct instructional support provided by Program Specialists

PROCEDURE FOR ANNUAL EVALUATION

The SELPA Director is responsible for the overall coordination, implementation and reporting of the program evaluation. Data gathering, compilation, reporting and local review will be completed by the designated responsible individual(s) assigned by the

SELPA Director. LEAs will provide personnel to process data and certify the accuracy of information gathered. The SELPA will provide training and technical support to LEA staff. (Section 3015, 20 USC 1412 (a)(11) and 34 CFR 300.556).

Data collected shall be forwarded to the SELPA Director for compilation into the annual evaluation which shall be forwarded to the State Department. Published reports shall be available for review by interested members.

DIRECTOR, SPECIAL EDUCATION

The Director of Special Education serves under the direction of the SELPA Director. The WCCUSD Board of Education approves the appointment of the Special Education Director. The Director provides administrative leadership and assumes responsibility for the planning, implementation and evaluation of district-wide special education programs and services.

At the direction of the SELPA Director, the Director may be responsible for the evaluation and supervision of the following job classifications:

1. Administrator, Special Education
2. School Public Health Nurse
3. 504 Intervention Specialist
4. Program Specialist
5. School Psychologist
6. Other assigned certificated and classified staff.

Major Responsibilities

1. Assists in the organization, administration and supervision of special education programs and services.
2. Develops and implements in-service programs related to special education for staff and members of the parent community.
3. Assists in the development of an effective communication network to support parents and maintain positive communication.
4. Supervises and monitors the Management Information System for Special Education students.
5. Completes and submits accurate reports as required by district, state and federal jurisdictions.
6. Meets on a regularly scheduled basis with school-level leadership personnel responsible for special education in the schools.

7. Works with other departments and school sites to assure the alignment of the curriculum between the general education program and the curriculum offered in the Special Education classroom.
8. Assists in the supervision and counseling of special education staff in the operation of their programs and recommends modifications and/or additional programs as needed.
9. Supervises, evaluates and monitors the performance of certificated and classified personnel directly responsible to him/her.
10. Administers, supervises, coordinates and evaluates:
 - a. Special Education Programs in accordance with the Local Plan for Special Education
 - b. Special Education Centers

SPECIAL EDUCATION ADMINISTRATORS

Special Education Administrators serve under the direction of the SELPA Director. The WCCUSD Board of Education approves the appointment of Special Education Administrators following the aforementioned guidelines. Special Education Administrators perform the duties listed hereunder for Program Specialists. In addition, Special Education Administrators must have Administrative Credentials and may directly supervise employees and programs and participate in evaluations of said programs and employees.

PROGRAM SPECIALISTS

56205(b)(1)(F) Article 6 Section 56836.23

The program specialists are employed by the SELPA, and serve under the direction of the SELPA Director.

The WCCUSD Personnel Department approves the employment of program specialists following the procedure previously outlined. Program Specialists provide unique and necessary services to pupils in the WCCUSD SELPA. Program specialists shall provide the following services:

1. Observe, consult with, and assist, in accordance with WCCUSD procedures, special education teachers and support staff.
2. Plan programs, coordinate curricular resources and share in the evaluation of the effectiveness of programs for children with disabilities.
3. Assist with WCCUSD staff development, program development and innovation of special methods and approaches.
4. Provide coordination, consultation and program development in one or more specialized areas of expertise.
5. Upon request, participate in and/or conduct IEP team meetings where technical assistance is needed.
6. Assist in mediation, due process hearings and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the SELPA.
7. Assist in developing training for parents and members of the Community Advisory Committee.
8. Provide in-service training and technical assistance for regular and special education teachers, administrators, support staff and parents.
9. Assist as a liaison to various community agencies such as Department of Mental Health, Department of Human Services, the Regional Center of the East Bay, California Children's Services, and the Probation Department.

DISTRIBUTION OF FEDERAL AND STATE FUNDS

All federal and state special education funds shall be allocated to the SELPA Administrative Unit for distribution 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 West Contra Costa SELPA AU.

A. *Responsibilities for distribution of federal and state funds*

The governing board of West Contra Costa Unified School District (WCCUSD) agrees that students with disabilities will be provided with appropriate special education services. The WCCUSD SELPA shall be responsible for the distribution of the funds according to an approved Special Education Budget Plan. The SELPA Director is responsible to ensure that the funds are distributed in accordance with the Budget Plan. The Annual Budget Plan shall be reviewed by the WCCUSD Community Advisory Committee and approved by the WCCUSD Board of Education.

B. *Monitoring the use of special education 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 regular class or other education-related setting to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.
2. To develop and implement a fully integrated and coordinated services system.

The SELPA Director 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 through the Annual Budget Plan process which includes conducting a public hearing.

C. *Preparation of program and fiscal reports*

The SELPA Director, with the assistance of the Administrative Unit, shall be responsible to prepare all program and fiscal reports required of the SELPA by the state.

D. *Amendments to the annual service and budget Plans*

The WCCUSD Board of Education agrees to review and approve the SELPA-wide annual service and budget plans and any subsequent modifications.

COMMUNITY ADVISORY COMMITTEE

Verification that a community advisory committee has been established pursuant to Section 56190-56194[(56205(a)(12)(C))]

West Contra Costa SELPA has established a community advisory committee for special education (See Appendix B "Community Advisory Committee By-Laws"). The West Contra Costa SELPA Community Advisory Committee (CAC) is comprised of parents of persons with disabilities enrolled in public or non-public schools within the West Contra Costa SELPA and may include students and adults with disabilities, general education teachers, special education providers, and other school personnel within the West Contra Costa SELPA, representatives of other public and non-public agencies, and persons concerned with the education of persons with disabilities. The West Contra Costa School Board shall appoint members to the CAC. West Contra Costa SELPA shall establish policies for the operation of the CAC and the state regulations for CAC responsibilities (see Community Advisory Committee By-Laws).

LOCAL PLAN DEVELOPMENT

The description of the governance and administration of the Local Plan and the policymaking process shall be consistent with subdivision (f) of Section 56001, subdivision (a) of Section 56195.3 and Section 56195.9, and shall reflect a schedule of regular consultations regarding policy and budget development with representatives of special education and regular education teachers and administrators selected by the groups they represent and parent members of the community advisory committee established pursuant to Article 7 (commencing with Section 56190) of Chapter 2.

The Local Plan, including the approval process of the Annual Service Plan and Annual Budget Plan and any modifications to them, shall be developed and updated cooperatively by a committee of representatives of special and regular teachers and administrators, and representatives of charter schools selected by the groups they represent and with participation by parent members of the community advisory committee, or parents selected by the community advisory committee to ensure adequate and effective participation and communication

AMENDMENTS TO THE PERMANENT SECTIONS OF THE LOCAL PLAN

Local Plans submitted to and approved by the CDE need to be amended when there is a change in federal or state laws or regulations, there is a new interpretation by the courts, there is an official finding of noncompliance with federal or state law or regulation or there is a change to the governance structure, membership or policy making process of the SELPA. However, a SELPA may choose to amend the local plan any time a change is deemed necessary.

Changes or amendments to the permanent portion of the Local Plan may be considered during the Annual Service and Budget Plan process. Amendments approved in this manner shall become permanent upon subsequent approval by the WCCUSD Board of Education and the State Board of Education. West Contra Costa USD SELPA may adopt a policy that specifies that amendments to the permanent portion of the local plan may be adopted on an "interim" basis for a fixed period of time not to exceed one year.

PUBLIC PARTICIPATION **56205(a)(20), 56205(b)(4)**

Members of the public, including parents or guardians of students with disabilities, may address questions or concerns to the WCCUSD Board of Education.

PROVISION OF SPECIAL EDUCATION SERVICES TO STUDENTS WITH DISABILITIES 56205(b)(2)

56303. A pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized.

It is the intention of the SELPA to provide a full continuum of services to students with disabilities, including students in charter schools, throughout the geographic region of the SELPA. The referral, assessment and IEP process is utilized to identify the needs of each individual student with disabilities. West Contra Costa SELPA has committed to policies and procedures to assure that students will have their rights to appropriate services provided in the least restrictive environment.

The SELPA Director shall develop the Annual Service Plan for approval by the WCCUSD Board of Directors and Superintendent and submitted to the Community Advisory Committee for review (See Annual Service Plan). The Annual Service Plan shall be adopted at a public hearing held by the WCCUSD SELPA. Notice of this hearing shall be posted in the district at least 15 days prior to the hearing. The Annual Service Plan may be revised during any fiscal year according to the policymaking process established by WCCUSD in keeping with laws and regulations. The Annual Service Plan shall include a description of services to be provided including the nature of the services to be provided and their physical location including alternative schools, charter schools, opportunity schools and classes, community day schools and juvenile court schools. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

To assure that a full continuum of program options is available in West Contra Costa SELPA, the SELPA will work toward achievement of the following goals:

1. To the maximum extent possible, program options in general education environments are available at local neighborhood schools;

2. Special education programs, to the maximum extent appropriate to student needs, are housed on regular school campuses and dispersed throughout the SELPA;
3. The physical location of the program facilitates continuing social interaction with non-disabled students;
4. Individuals with exceptional needs have equal access to all general education activities, programs and facilities on the regular school site and participate in those activities as appropriate to their needs;
5. Placement outside of these guidelines is justified and documented.

Non-Public, Non-Sectarian Schools

56207 (7) (c) A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each pupil's individualized education program are being met. The description shall include a method for evaluating whether the pupil is making appropriate educational progress.

West Contra Costa SELPA has developed a Master Contract and Service Agreement for students placed in certified nonpublic, nonsectarian schools. When WCCUSD contracts with a nonpublic, nonsectarian school, WCCUSD shall evaluate the placement of its student(s) in such schools on at least an annual basis as part of the annual IEP review. The WCCUSD representative shall review the master contract, the individual service agreement and the IEP to ensure that all services agreed upon and specified in the IEP are provided.

Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the students to determine if they are making appropriate educational progress. The WCCUSD representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring student progress. WCCUSD may choose to administer additional assessments as necessary, with parent consent, to determine whether the student is making appropriate educational progress.

The IEP team will determine standards for meeting requirements for special education students placed in nonpublic schools who are unable to attain West Contra Costa SELPA's graduation requirements. IEP determined standards, if needed, are specified on the student's IEP.

CHARTER SCHOOLS

See West Contra Costa SELPA Charter School Policy (Appendix A).

PART C

INFANTS AND TODDLERS WITH DISABILITIES

WEST CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA INFANTS AND TODDLERS WITH DISABILITIES (PART C)

20 USC 1431-35

EC 56205(b)(3), EC56429, 14 GC 95000 et.seq.17 CCR 52000-52175

RESPONSIBILITIES OF LEA AND REGIONAL CENTER

See Appendix H, Interagency Agreement between West Contra Costa USD and the Regional Center of the East Bay.

COORDINATION OF CHILD FIND

See Appendix H Interagency Agreement, Section B. Page 2. COORDINATION OF REFERRALS

COORDINATION OF REFERRALS

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section J, Pages 13-14.

ASSIGNMENT OF SERVICE COORDINATOR

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section F, Pages 17-18

RESPONSIBILITIES FOR COMPLETING EVALUATIONS

See Appendix F, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section D, page 4, Section C, Page 15.

TIMELY EXCHANGE OF INFORMATION

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section A, page one.

AVAILABILITY OF CONTACTS

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section L, Page 20.

INTERAGENCY IFSP DEVELOPMENT

See Appendix H Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section D, page 16.

PROVISION OF SERVICES DURING SCHOOL VACATIONS

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section L, Page 20.

TRANSITION PLANNING PROCEDURES

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section E, Pages 5-7, 17, interagency Agreement Appendix B.

PROCEDURES FOR DISPUTE RESOLUTION

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section I, pages 18-19.

PROCEDURES FOR SURROGATE PARENT ASSIGNMENT AND TRAINING

See Appendix H Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section H, Page 18.

PROCEDURES FOR ACCEPTANCE OF TRANSFERS

See Appendix H, Interagency Agreement between the Regional Center of the East Bay and WCCUSD, Section G, Page 8.

APPENDIX A

CHARTER SCHOOLS POLICY

CHARTER SCHOOLS POLICY

56207.5 A request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district. In reviewing and approving a request by a charter school to participate as a local educational agency in a special education local plan area, the following requirements shall apply:

56207.5 (a) The special education local plan area shall comply with Section 56140.

56207.5 (b) The Charter school shall participate in state and federal funding for special education and the allocation plan developed pursuant to subdivision (I) of Section 56195.7 or Section 56836.05 in the same manner as other local educational agencies of the special education local plan area.

56207.5 (c) The charter school shall participate in governance of the special education local plan area in the same manner as other local educational agencies of the special education local plan area.

This policy applies to all charter schools that are chartered by the West Contra Costa Unified School district SELPA (SELPA) or by the State Board of Education in which oversight responsibilities have been assigned to the WCCUSD pursuant to Education Code section 4760s5(k)(1). This policy does not apply to a charter school that was chartered by, or assigned to, an entity that is not a member of the SELPA.

As students enrolled in charter schools are entitled to special education services provided in a similar manner to students enrolled in other public schools, charter schools within the SELPA shall comply with all requirements of state and federal law regarding provision of special education services (*Education Code section 56000 et.seq. Individuals with Disabilities Act.20 U.S.C. Chapter 33*).

As students enrolled in charter schools are entitled to special education services provided in a similar manner to students enrolled in the public schools, charter schools within the SELPA and a charter school shall not discriminate against any pupil in its admission criteria on the basis of disability.

Charter petitioners must delineate in their petition or in a Memorandum of Understanding (MOU) the entity responsible for providing special education instruction and services. This document must reference any anticipated transfer of special education funds between the granting entity and the charter school and any provisions for sharing deficits in funding. This document must affirm, in writing, that the district where the students reside, if different from the chartering entity, is not responsible for providing special education services to students that are enrolled in the charter school. The written agreement must also state that prior to final approval of a request to be deemed an LEA, the charter school will be deemed a public school within the chartering entity.

APPROVAL AND RENEWAL OF CHARTERS

A. Role of the SELPA Director

Prior to approval of a new charter school, or renewal of an existing charter school, the SELPA Director shall consult with the Governing Board of the District or designee, to ensure that the charter school responds to District and SELPA guidelines and timelines as they relate to special education. The SELPA Director shall review all proposed charter petitions, including petitions for renewal and advise the Governing Board on whether the petition contains reasonable assurances that all eligible students enrolled in the Charter School will receive appropriate special education services in accordance with state and federal law and the SELPA Local Plan for Special Education (Local Plan).

B. Required Contents of Charter Petitions

Petitions must provide that no student otherwise eligible to enroll in the charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services. Each charter petition must also contain a reasonably comprehensive description of the charter school's educational program, as it relates to the provision of special education services, including the following:

1. The specialized instruction and services available at the charter school;
2. The procedure for ensuring that students are referred, assessed, and served in a timely manner.
3. Assurances that staff members providing special education services are appropriately credentialed.
4. Assurances that the facility used by the charter school does not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs and that the school will comply with Section 504 of the Rehabilitation Act of 1973 (334 CFR 104) (hereinafter "504");
5. Assurances that inactivation, suspension, and expulsion procedures comply with the protections of federal and state law afforded to special education and 504 eligible students; and
6. Dispute resolution procedures that will apply to any disputes between educational entities, including the SELPA, regarding the provision of special education services in the charter school.

CATEGORIES OF CHARTER SCHOOLS

For the purpose of providing special education services, charter schools shall be deemed either a public school within the chartering district, or an LEA that receives funds and provides services independent of the chartering entity. All approved charter schools will be deemed public schools within the chartering entity until the charter school has been deemed an LEA and accepted into a SELPA.

A. Public School within the School District.

Charter schools that are deemed to be public schools within the chartering entity will participate in state and federal funding in the same manner as other schools or programs within the chartering entity. The chartering entity will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instruction and services in a manner that is consistent with all applicable provisions of state and federal law. The chartering entity will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the charter school in the same manner as students enrolled in other schools or programs administered by the chartering entity.

The chartering entity will:

1. Receive all applicable special education funds as specified in the SELPA Assembly Bill 602 Funding Allocation Plan. The allocation per ADA in the charter school will be the same as that received by the chartering entity;
2. Represent the needs of the charter school in the SELPA governance structure.
3. Be responsible for ensuring that all eligible students enrolled in the charter school are appropriately referred, assessed and served in a timely manner.
4. Be responsible for procuring and funding appropriate special education services, wherever the student may reside; and
5. Provide necessary special education services or contract for these services with public or nonpublic educational agencies.

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

B. Charter Schools as Independent LEAs.

If a charter school wishes to be an LEA, they must apply to a district in a multi-district SELPA for authorization of their charter. Should a charter school apply to be an LEA, the SELPA will treat applications by charter schools to be independent LEAs in the same manner that the SELPA treats applications by other districts and LEAs and may refer such applications to neighboring multi-district SELPAs.

APPENDIX B

COMMUNITY ADVISORY COMMITTEE BY-LAWS

COMMUNITY ADVISORY COMMITTEE BY-LAWS

BYLAWS OF THE COMMUNITY ADVISORY COMMITTEE, WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, COMPREHENSIVE PLAN FOR SPECIAL EDUCATION

ARTICLE I

Name

1.1 The name of the organization shall be the Community Advisory Committee (CAC) for the West Contra Costa Unified School District Comprehensive Plan for Special Education.

ARTICLE II

Goals and Objectives

2.1 The goal of the CAC is to involve interested parents, students, teachers, representatives of public and private agencies, and other persons concerned in advising the district in the unique requirements of individuals with exceptional needs. In achieving these goals, the CAC shall be directed to achieve the following objectives:

- 2.1.1 Advise the district administration regarding the development of the local comprehensive plan and the review of programs under such plan;
- 2.1.2 Make recommendations on annual priorities to be addressed under the plan;
- 2.1.3 Assist in parent education;
- 2.1.4 Recruit parents and other volunteers who may contribute to the implementation of the plan;
- 2.1.5 Encourage public involvement in the development and review of the plan;
- 2.1.6 Act in support of individuals with exceptional needs.

ARTICLE III

Membership

3.1 Composition

The CAC shall consist of approximately 20 members, at least a majority of whom shall be parents/guardians of individuals with exceptional needs. The remainder of the committee shall be drawn from regular classroom teachers, special education teachers and other school personnel, students, representatives of public and private agencies, and persons concerned with the needs of individuals with exceptional needs.

3.2 Appointment

The CAC shall be responsible for recommending members for the CAC. At the April meeting, nominations for recommending new members shall be made. At the May meeting of that same year, balloting shall take place for new members by all members present. The CAC shall submit names of the nominees to the District Superintendent for approval. Formal appointment shall be made by the School Board. The CAC may elect to recommend new members when it is determined that membership is under-represented in a particular area.

3.3. Termination of Membership

Membership on the CAC may be terminated if:

3.3.1 The member resigns;

3.3.2 The member has three consecutive unexcused absences and the CAC recommends replacement;

3.3.3 Lack of attendance.

3.4 Vacancies

The CAC shall recommend a replacement following termination of any CAC member.

3.5 Term of Office

The term of office shall be two years for all members commencing on appointment and ending on September 1 of the second year. The term of membership will be restricted to two additional terms. Said restriction may be waived upon majority vote of the membership.

Members Duties and Privileges.

Each committee member shall have the right to cast one vote on issues considered by the committee to serve on standing and special committees.

ARTICLE IV

Committee Officers

4.1 Officers

CAC officers shall consist of a Chairperson (or two Co-Chairpersons), Vice-Chairperson, and Secretary. Administrative staff of the West Contra Costa Unified School District are ineligible for office.

4.2 Election and Term of Office.

Officers shall be elected annually by a majority vote of those present. In April of each year, nomination for each position for the ensuing year shall be made by the CAC. The balloting of committee members shall be completed by June of the same year. An officer may not be elected to the same office for more than two consecutive terms unless the restriction is waived by two-thirds vote of the members present.

- 4.3 **Removal From Office**
Officers may be removed if two-thirds of the membership of the CAC, by secret written ballot, so elect.
- 4.4 **Duties of Officers, Chairperson**
The position of Chairperson may be shared by two individuals or Co-Chairs. The Chair/Co-Chair shall preside at all meetings of the CAC and shall sign all correspondence, reports and other communications authorized by the committee. In addition, the Chair/Co-Chair shall perform all duties incidental to the office and such other duties as may be prescribed by the CAC from time to time. The Chair/Co-Chair shall be a parent or guardian of an individual with exceptional needs. The Chair/Co-Chair shall appoint all committee chairpersons, subject to the consent of the CAC. The Chair/Co-Chair shall vote only in the case of a tie vote of the membership present. The Chair/Co-Chair shall be an ex-officio member of all committees.
- 4.5 **Vice-Chairperson**
The Vice-Chairperson shall represent the Chairperson(s) in all assigned duties and substitute for the Chairperson when absent, monitor attendance, communicate with members as necessary regarding participation and recommend member termination to the chairperson. The Vice-Chairperson is responsible for monthly attendance reports, public relations and media announcements.
- 4.6 **Secretary**
The Secretary shall keep the minutes of all CAC meetings and shall transmit copies of the minutes to each member and to such other persons as the CAC may deem necessary. The Secretary shall keep a register of the addresses and telephone numbers of each member of the CAC, and in general, perform correspondence duties and such other duties as, from time to time, may be assigned by the Chairperson or by the CAC. Typing, duplication and mailing swerves shall be furnished by the West Contra Costa Unified School District, Division of Special Education Services. The above duties may be delegated to the staff of the West Contra Costa Unified School District, Division of Special Education Services.

ARTICLE V

Committees of the Community Advisory Committee

- 5.1 **Standing and Special Committees**
The CAC may, from time to time, establish such standing and special committees as it may determine necessary in performing its functions.
- 5.2 **Terms of Office**
Each member of a committee shall continue as such for the term of appointment and until a successor is appointed, unless the committee shall be sooner terminated or abolished or unless such member shall cease to qualify as a member thereof.

5.3 Membership

Unless otherwise determined by the CAC in its decision to establish a committee, the Chairperson shall appoint members to the various committees in cooperation with the committee chairperson.

ARTICLE VI

Community Advisory Committee Meetings

6.1 Frequency

The CAC shall schedule not less than seven (7) meetings per year. All meetings shall be open to the public.

6.2 Meeting Notices

All meetings shall receive prior public notice. CAC members shall receive written notification of meetings scheduled in advance of each meeting.

6.3 Quorum

A Quorum shall consist of eight (8) committee members. No Business shall be conducted in the absence of the quorum.

6.2.1 Conduct of Meetings

All meetings of the CAC shall be conducted in accordance with Robert's Rules of Order, or in accordance with an appropriate adaptation. Meetings should begin promptly and business should not exceed two (2) hours. A meeting cannot be extended without a vote of the attending membership.

ARTICLE VII

Bylaws Administrative Procedures

7.1 Bylaws Changes

These bylaws may be amended at any time by a two-thirds vote of the members of the Community Advisory Committee provided that each amendment carries out the goals of the committee and conforms to the District Local Plan for Special Education.

APPENDIX C

**WEST CONTRA COSTA LOCAL PLAN
FOR LITERACY**

WEST CONTRA COSTA LOCAL PLAN FOR LITERACY

CALIFORNIA READING INITIATIVE

All West Contra Costa USD students who require special education will participate in the California Reading Initiative.

All students with special needs will have the opportunity to participate in the general education curriculum as developed by the IEP team. The IEP team will consider the special needs of a student on an individual basis. One of the areas of participation will be the California Reading Initiative.

STAFF DEVELOPMENT

All special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

Information about current literacy and learning research that aligns with state adopted standards and frameworks;

Increased participation of students with disabilities in statewide student assessments with and without accommodations as monitored by the IEP process; and

Research based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of students with disabilities who are literate.

STATE ADOPTED STANDARDS AND FRAMEWORKS

In 1998, West Contra Costa USD adopted Standards and Benchmarks in Language Arts, which parallel those outlined by the State. Literacy instruction is guided by assessment and linked to the District's Standards and Benchmarks. All Staff Development in literacy, curriculum materials and assessments are aligned with the Standards and Benchmarks. A parent document for understanding the Standards and Benchmarks has been created so that they may support school instruction.

CORE CURRICULUM AND INSTRUCTIONAL MATERIALS AND SUPPORT

All students with disabilities will have full access to:

1. All required core curriculum including state adopted core curriculum text books and supplementary textbooks; and
2. Instructional materials and support in order that students with disabilities attain higher standards in reading.

APPENDIX D

**SERVICE TO PARENTALLY PLACED
PRIVATE SCHOOL STUDENTS**

SERVICE TO PARENTALLY PLACED PRIVATE SCHOOL STUDENTS

This West Contra Costa SELPA policy was developed after consulting with Contra Costa County SELPA and Mt. Diablo USD SELPA, and after meetings held with representatives of private school students. This policy will be reviewed at least every three years by means of a survey and/or consultation with representatives of private school students including, but not limited to, administrators, teachers and parents.

Proportionate funds Expended

Pursuant to federal and state law and regulations, the district shall annually spend a proportionate share of federal funds, based on the December 1st student count, for the provision of special education and related services to private school children with disabilities, ages 3-22, who are eligible for special education services.

Child Find

The district will undertake child find activities for private school students in accordance with Board Policy 6164.4. Child find activities related to private school students shall include providing annual written notice to private schools to inform them of the process for referring students for Student Study Teams (SST) and/or assessment. This notice will also provide information, including but not limited to, the special education services available to eligible private school students.

The district will ensure that child find activities undertaken for private school students are comparable to activities undertaken for students with disabilities age 3-22 in the public schools.

Referral

1. All referrals of private school student's ages 3-5(prior to December 2) shall be made to the district Preschool Assessment Team.
2. Students in private schools should be referred for special education only after all resources of the general education program have been considered and where appropriate utilized.
3. If after considering and utilizing appropriate general education resources, the private school administrators, teachers and/or parents of the child determine that the child may have a disability and may be eligible for special education and related services, a referral for assessment shall be made to the public school of residence for the child, ages 5-22.
4. All referrals of private school students will be processed in accordance with federal and state laws and regulations and Board Policy 6164.4.

5. At the time of referral, the parent will be provided a copy of the district Special education Procedural Safeguards.

Assessment

Upon referral, private school students will be properly assessed in accordance with federal and state laws and regulations and Board Policy 6164.4.

Individualized Education Program (IEP) Team Meeting

Following assessment of a private school student, the district will convene an IEP in accordance with federal and state laws and regulations and district procedures.

1. If the student is age 5-22 and enrolled in a private school, the IEP team shall inform the parent of the services available upon enrollment in the public school. If the student enrolls in the public school, the IEP team will develop an IEP, in accordance with federal and state laws and regulations and district procedures.
2. If, at the meeting the parent chooses to continue enrollment in the private school, the team will develop an Individual Service Plan in accordance with federal law and district procedures.
3. If, at any time within a year of the development of the Individual Service Plan the student enrolls in the public school, the district will convene an IEP team meeting to develop an IEP.

Services Available Under the Private School Services Plan

1. Services may be provided at the private school; however, the district shall not use federal funds to finance the existing level of instruction in the private school or to otherwise benefit the private school.
2. The Individual Service Plan shall be reviewed at least annually.
3. Three year reevaluations will be conducted for students with private school services plans.
4. If necessary for the child to benefit from, or participate in the services provided pursuant to this policy, a private school child with a disability must be provided transportation to/from the service location. The cost of the transportation may be included in calculating the proportionate share of federal funds expended.

Dispute Resolution

1. The district is not required to pay for the cost of educating a child with a disability at a private school (including special education and related services) if:
 - a. The district has made a free appropriate public education (FAPE) available to the child; and
 - b. The parents voluntarily elect to place the child in a private school.
2. Disputes regarding whether or not the district conducted appropriate child find assessments or made FAPE available to the child may be resolved pursuant to district policies and procedures and/or by filing a request for a due process hearing with the California Department of Education. (cf. 1312.3- Uniform Complaint Procedure)
3. No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that he/she would receive if enrolled in a public school.

APPENDIX E

BEHAVIOR INTERVENTION HUGHES BILL REGULATIONS A.B. 2586

BEHAVIOR INTERVENTION, HUGHES BILL REGULATIONS A.B. 2586

All approved behavioral emergency procedures must be outlined in the Local Plan **(3052(j))**. All assessment, intervention and evaluation activities related to a special education student's Behavioral Intervention Plan shall be facilitated and supervised by the IEP team. Qualified staff, trained in behavior analysis with an emphasis on positive behavioral interventions, shall participate in developing and implementing the plan. The development and implementation of such plans are subject to the due process hearing procedures of Education Code **56501-56507**.

Definitions

Serious Behavioral Problems

Serious behavioral problems are self-injurious, assault, cause property damage sufficient to lead to suspension or expulsion, or are other pervasive and maladaptive severe behavior problems requiring frequent systematic use of behavioral interventions (**Code of Regulations, Title 5, Section 3001 and Section 48900(f)**).

Behaviors which are self-injurious, assaultive or which cause property damage are clear and obvious. However, they must be viewed within the context of the student's total school history and other needs for behavior management. A one-time incident which involves breaking school rules would not necessarily be considered a serious behavior problem as opposed to an incident involving a student who has had repeated behavioral problems. A threatening assault such that a teacher is concerned could also be a serious behavior problem. Behaviors which are pervasive and maladaptive are defined by WCCUSD as lasting over time (one month with informal interventions, less if the problem involves actual or potential harm to self or others), occurring more than 3-4 times daily (pervasive) and interfering with learning and building relationships with others (maladaptive). Further, if the individual is a risk of change in placement because of his/her behaviors, then those behaviors may be considered pervasive and maladaptive.

Behavioral Intervention

Behavioral intervention is the systematic use of procedures that result in lasting positive changes in the individual's behavior. Behavioral interventions should allow greater access to community settings, social contacts and public events and ensure placement in the least restrictive environment. The use of behavioral interventions shall not cause pain or trauma, shall respect the "individual" human dignity and personal privacy, and shall respect the individual's human dignity and personal privacy, and shall assure his/her physical freedom, social interaction and individual choice (**Code of Regulations, Title 5, Section 3001**).

A behavioral intervention is not required for every behavior, but is required for every behavior that meets the definition of a serious behavior problem.

Trauma

WCCUSD defines trauma as anything more or other than what a reasonable person would allow to be done to him/her self. Specifically prohibited under the regulations are, for example, yelling, insults, public humiliation, denial of food, water, sleep, shelter, or access to bathroom facilities, release of noxious, unpleasant or toxic sprays in or near the individual's face, locked seclusion, and application or physical pain. Further, WCCUSD interprets these regulations to mean that a student may not be physically grabbed, directed or coerced in any manner which is designed or intended to force compliance unless the student's behavior constitutes a behavioral emergency. Behavioral interventions are to be developmentally and age appropriate for the individual with whom they are used.

Behavioral Intervention Case Manager

A Behavioral intervention case manager is a designated certificated school/district/county staff member or other qualified personnel contracted by the district or county office, and trained in behavior analysis with emphasis on positive behavioral interventions (***Code of Regulations, Title 5, Section 3001***).

The behavior case manager is a member of the expanded IEP team who will coordinate and assist in conducting the Functional Analysis Assessment and the development of the Behavioral Intervention Plan. According to the California Department of Education, this is not to be a new position or additional staff person, but rather a function or an on-going job responsibility. The qualifications for a person functioning as a behavioral intervention case manager in WCCUSD are a school psychologist. The behavioral case manager will oversee the implementation of the Behavioral Intervention Plan; provide consultation to the teachers, others, and to the IEP team.

Functional Analysis Assessment

Functional Analysis Assessment is an assessment of a specific behavior or behaviors to determine strategies for teaching and maintaining adaptive behavior and reducing or eliminating behavior problems.

Before assessment for a Behavioral Intervention Plan begins, parents/guardians shall be notified and consent obtained pursuant to ***Education Code 56321 (Code of Regulations, Title 5, Section 3052)***.

Qualified assessment staff shall:

1. Observe the targeted inappropriate behavior, its frequency, duration and intensity;
2. Observe events immediately preceding the behavior;
3. Observe the consequences of the behavior to determine the purpose it serves for the individual;
4. Analyze the environment in which the behavior most frequently occurs;

5. Analyze records for medical and health factors which may influence behavior;
6. Review the history of the behavior, including the effectiveness of interventions used in the past;

The parent/guardian shall receive a complete written report of the assessment in accordance with the law (**Code of Regulations, Title 5, Section 3051**).

Behavioral Intervention Plan

The IEP team, including a behavioral intervention case manager, shall meet to develop a written Behavioral Intervention Plan, which includes:

1. A summary of information gathered from the functional analysis assessment;
2. An objective description of the targeted maladaptive behavior (s) and replacement positive behavior(s);
3. The student's goals and objectives specific to the Behavioral Intervention Plan;
4. A detailed description of interventions to be used and the circumstances for their use;
5. Specific schedules for recording the frequency of intervention use and the frequency of the targeted and replacement behaviors, including specify criteria for discontinuing an ineffective intervention or replacing it with specified alternative;
6. Criteria by which the procedure will be diminished or less restrictive intervention or replacing it with a specified alternative;
7. The extent to which the behavioral interventions will be used in the home, residential facility, work site or other settings; and
8. Specific dates when the IEP team will periodically review the efficacy of the program;
9. The frequency of the consultation to be provided by the behavioral intervention case manager to the staff and parent/guardians who are responsible for implementing the plan (**Code Regulations, Title 5, Section 3001**).

The behavioral intervention plan shall become a part of the student's IEP and shall be sufficiently detailed so as to direct the plan; implementation by, or under the supervision of, staff with documented training and qualifications in behavioral management techniques (**Code of Regulations, Title 5, Section 3051**).

If the IEP team determines that major changes in the Behavioral Intervention Plan are necessary, the teacher and behavioral intervention case manager shall conduct additional functional analysis assessments and propose change. The parent/guardian

and the behavioral intervention case manager or qualified designee may make minor modifications in accordance with law without an IEP team meeting. The IEP team also may include in the plan contingency schedules for altering specified procedures, their frequency or their duration, without reconvening in the IEP team (**Code of Regulations, Title 5, Section 3052**).

Emergency Interventions

Emergency interventions not specified in a student's Behavioral Intervention Plan shall be used only as long as necessary to control unpredictable, spontaneous behavior which poses clear and present danger of serious physical harm or property damage and which cannot be prevented by a less restrictive response. Emergency interventions shall not be used as a substitute for systematic Behavioral Intervention Plans. (**Code of Regulations, Title 5, Section 3052**).

Emergency interventions may not include:

1. Locked seclusion, unless otherwise licensed or permitted by law;
2. Using any material or objects which simultaneously immobilize all hands and feet, except that techniques such as prone containment may be used as an emergency intervention by trained staff; and
3. Force exceeding what is reasonable and necessary under the circumstances. (**Title 5, Section 3052**).

Parents/guardians shall be notified within one school day whenever emergency interventions are used. A behavior Emergency Report shall immediately be completed, kept in the student's file and forwarded to the Superintendent or designee for review. This report shall include:

1. The name and age of the students;
2. The setting and location of the incident;
3. The name of the staff or other persons involved;
4. A description of the incident and the emergency intervention used;
5. A statement of whether the student is currently engaged in a systematic Behavioral Intervention Plan; and
6. Details of any injuries sustained by the student or others including staff, as a result of the incident (**Code of Regulations, Title 5, Section 3052**).

If the Behavioral Emergency Report deals with a student who does not have a Behavioral Intervention Plan, the Superintendent or designee shall, within two days, schedule a functional analysis assessment leading to an IEP review and meeting to develop an interim Behavior Intervention Plan (**Code of Regulation, Title 5, Section 3052**).

"Behavioral Emergency Report" data shall be collected and a report will be submitted annually to the California Department of Education.

Prohibited Interventions

The district prohibits:

1. Any intervention designed or likely to cause physical pain;
2. Releasing harmful or unpleasant sprays or substances near the student's face;
3. Interventions that deny adequate sleep, food, water, shelter, bedding, physical comfort or access to the bathroom.
4. Interventions that subject the student to verbal abuse, ridicule humiliation, or excessive emotional trauma;
5. Using any material or objects which simultaneously immobilize all hands and feet, except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention;
6. Locked seclusion, unless otherwise licensed or permitted by law;
7. Intervention that precludes adequate supervision of the student;
8. Intervention that deprives the student of one or more of his/her senses.
(Code of Regulations, Title 5, Section 3052).

Positive behavioral intervention referral procedures

Students who exhibit serious behavior problems that interfere with the implementation of their individual education plan may need a positive behavioral intervention plan. If the student has not responded to documented attempts at behavioral interventions, he/she may be referred to the SELPA Behavioral Specialist for evaluation.

1. Document interventions attempted, including length of time the interventions were implemented and the student's response to the interventions;
2. Contact the appropriate Program Specialist to discuss the possibility of referral to the Behavior Specialist.
3. The teacher and Program Specialist will complete the positive Behavioral Intervention Referral form in detail and send it with required documents to the SELPA Behavior Specialist, at the WCCUSD Special Services Office.
4. After the referral form has been received, the student's teacher will be contacted by the Behavior Specialist or Behavioral Intervention Case Manager;
5. The BICM will complete the assessment and assist in the development of the behavioral intervention plan, which may include the following:
 - a. Meeting with the student's teacher and other school staff and the BICM
 - b. Case file review by the BICM
 - c. Direct observation of the student in a variety of settings and activities;
 - d. Interview of student's teacher and other staff regarding student's school program;
 - e. Interview with parent/guardian;

- f. Meeting with teacher and school staff and BICM to develop a behavioral intervention plan;
 - g. IEP meeting to approve BIP and discuss the assessment findings;
- 6. Student's teacher will be responsible for maintaining contact with the student's family and for scheduling IEP meetings to discuss the BIP. The student's teacher is responsible for implementing the plan as agreed upon at the IEP meeting and for keeping records and maintaining communication as planned.

APPENDIX F

ANNUAL SERVICE PLAN

ANNUAL SERVICE PLAN 2006-2007

West Contra Costa SELPA'S

Response to AB 602



**Dr. Bruce Harter, Superintendent
Steve Collins, SELPA Director**

**West Contra Costa Unified School District
Special Education Department
April 2007**

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CERTIFICATION OF ANNUAL BUDGET AND SERVICE PLAN

1. Check one, as applicable: <input checked="checked" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
CDS Code / SELPA Code 0761796/0712	SELPA Name West Contra Costa	Application Date May 14, 2007
SELPA Address 2465 Dolan Way	SELPA City San Pablo	SELPA Zip 94806
Name SELPA Director (Print) Steve Collins		SELPA Director's Telephone Number (510) 741-2801
2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency (RLA) or Administrative Unit (AU))		
RLA/AU Name West Contra Costa Unified	Name/Title of RLA Superintendent (Type) Bruce Harter, Superintendent	Telephone Number (510) 231-1101
RLA/AU Street Address 1108 Bissell Avenue	RLA/AU City Richmond	RLA/AU Zip 94801
Date of Governing Board Approval June 20, 2007		

3. Certification of Approval of Annual Budget and Service Plan pursuant to Education Code Section 56205(b) (1) and (2).

This certifies that the Annual Budget and Service Plans were developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school/school district within the SELPA at least 15 days prior to the hearing.

In accordance with federal and state laws and regulations, West Contra Costa SELPA ensures that policies and procedures covered by this assurance statement are on file at the SELPA Office and each LEA office.

Adopted this _____ day of _____, 2006.

Yeas: _____ Nays: _____

Signed: _____
Name Title of Authorized Signer

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the Superintendent of Public Instruction: Date: _____ By: _____

West Contra Costa SELPA
Local Plan for Special Education
SERVICE PLAN

WEST CONTRA COSTA SELPA

SERVICE PLAN

INTRODUCTION

West Contra Costa Unified School district (WCCUSD) is a single district Special Education Local Plan Area (SELPA) and, as such, provides a comprehensive range of program options and related to students residing in the WCCUSD attendance area. As required by AB602, the Special Education Funding Reform Act of 1997, and the requirements of the Local Plan to provide a complete description of all programs and services provided to WCCUSD special education students, this Service Plan has been prepared.

AB602 requires the following:

¹ The Annual Service Plan shall include a description of services to be provided by each district and county office, including the nature of the services and the location at which the services will be provided, including alternative schools, charter schools, opportunity school and classes, community day schools operated by county offices of education, and juvenile court schools regardless of whether the district or county office of education is participating in the local plan. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

The following pages include grids indicating the location and type of each service provided, the descriptions of the services as provided by the California Department of Education CASEMIS system, and a description of specialized services unique to West Contra Costa SELPA.

¹ AB602 Special Education Funding Reform Act of 1997

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SELPA
ANNUAL SERVICE PLAN (AB 602)

Continuum of Program Options

Program Options For Students	General Education Classes	General Education Classes + Plus	General Education Classes + Plus	Special Day Classes (SDC)	Isolated School Sites		
		B. C. DIS (Related Services) Instructional Support	RSP Transition Partnership Program and Workability I	Disability Specific HI, SED, VI, TEP, AUTISM PROGRAM Non-Severely Handicapped (NSH) Severely Handicapped & Transition (SH) Transition (SH) Program CCC	<ul style="list-style-type: none">• Out of District• NPS• Private• County• Out of State• Residential Treatment Center	<ul style="list-style-type: none">• Out of Community State Schools (Disability Specific)	<ul style="list-style-type: none">• In Home/ Hospital
Settings	<ul style="list-style-type: none">• All District School sites• Preschool• Secondary• Alternative schools• Regionalized Services• Charter Schools	<ul style="list-style-type: none">• All district School sites• Itinerants Deliver services per IEP• Preschool Children Centers, Head Start• Opportunity (6, 7, 8)• Natural Environments• Charter Schools	<ul style="list-style-type: none">• Preschool• All elementary & Secondary school sites• Alternative Schools• Home Instruction• Alternative Education• Charter Schools	Designated Elementary/Secondary school sites and community sites <ul style="list-style-type: none">• Transition Learning Center• Contra Costa College Transition• Head Start Inclusion• Natural Environments• Employment Settings	<ul style="list-style-type: none">• Bay Area• Non-Public• Head Start• Inclusion• Community Day• McKinley Juvenile Court School• Delta Vista	<ul style="list-style-type: none">• State Schools• Fremont- Blind and Deaf Schools• Out of state residential facilities	<ul style="list-style-type: none">• Home Teaching• Independent Study• Home/Hospital Education
Services Delivery	Special Education Instructional Specialists		Related Service Specialists		Instructional Support		
	NSH & SH Classroom Teachers RSP Teachers, Speech, Adapted Physical Education Psychologist, Inclusion Specialists Other Credentialed Professionals Authorized to Provide Special Education Programs & Services		Occupational Therapy Physical Therapy, Speech APE, Psychologist, Behavior Specialist, Inclusion Specialist, Nurses, Audiométristes, Etc. Employment Specialists (Workability I & TPP)		Aides Volunteers Transportation Categorical Programs Supplementary Aides Low Incidence Equipment Supplementary Equipment		
Instruction	Core Curriculum: Integrated Academics, Specialized (Medical, Clinical, Disability Specific) Frequency/Duration/Methods/Locality/Mode of Service Delivery Models is based on the educational significance of the affected skill, the specific disability and the IEP.		Core Curriculum: Integrated Academics, Specialized (Medical, Clinical, Disability Specific) and/or Functional Life Skills Curriculum		Individualized Education Plan (IEP) Behavior Plan/Behavior support Plan		
Outcomes	Standardized Group Tests, Graduation, Differential Standards, Progress Report on IEP Goals and Objectives (Grade to grade promotion, Grades, Attendance, Transition to LRE)						

4/07

SERVICE CATEGORY DESCRIPTIONS

SELPA _____

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
510	Regular Class with Accommodations: Student is educated in the general education classroom. Accommodations to the general education curriculum that do not fundamentally alter the content standards are determined and implemented through collaboration between general and special education personnel. Instructional content is under the direction and supervision of general education teacher. Special education staff provides no direct instruction for the student.	X			E.C. 56360-363
520	Non-intensive School-based program (learning center): Services are provided in an integrated resource program including general education and special education program options in accordance with the school site plan. Instructional content to address the student's IEP goals is under the direction/supervision of the special education teacher. Instruction may be provided by general education staff (Title 1 Teachers, Migrant Education staff, etc.) and/or special education staff.	X			E.C. 56360-363
520	Resource Specialist Program/Non intensive: Resource Program Specialist Program is a special education service that provides consultation and support to general education staff, and direct instruction and services to those students whose needs have been identified in an IEP, and are assigned to regular classroom teachers for the majority of a school day.	X			E.C. 56360-363
520	Special Day Inclusion Services: Students with intensive special education needs are educated in the general education classroom. Modifications to the general curriculum that fundamentally alter the content standards are required more than 50% of the school day.	X			E.C. 56360-363
520	Special Day Class in public integrated Facility: is a placement setting that provides intensive instruction and services to pupils when the nature or severity of the disability precludes their participation in the regular school program for a majority of a school day. This includes children placed in self-contained special classrooms with part-time instruction in a regular class or self-contained special classrooms full-time on a regular school campus.	X			E.C. 56364
540	Special Day Class in public separate facilities: a placement setting in which disabled children and youth receive special education and related services for a majority of the school day in a public separate facility.	X			E.C. 56364

SELPA

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
810	Special Day Class in nonpublic school: a placement setting in which disabled children and youth receive special education and related services for a majority of the school day in a nonpublic facility.				
520	Individual And Small Group Instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			E.C. 56360-363
725	Vision Services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs – including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			CAC Title 5 Sec. 3030(d), EC 56364.1

RELATED SERVICES

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
210	Family training, counseling, and home visits(ages 0-2 only): This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development. Note: Services provided by specialists (such as medical services, nursing services, occupational therapy, and physical therapy) for a specific function should be coded under the appropriate service category, even if the services were delivered in the home.	X			34 CFR sections 300.34 (c)(3), 300.226
220	Medical services (for evaluation only) (ages 0-2 only): Services provided by a licensed physician to determine a child's developmental status and need for early intervention services.			X	34 CRF sections 300.34 (c)(3), 300.226
230	Nutrition services (ages 0-2 only): These services include conducting assessments in: nutritional history and dietary intake; anthropometric, biochemical, and clinical variables; feeding skills and feeding problems; and food habits and food preferences.			X	34 CRF sections 300.34 (c)(3), 300.226
240	Service coordination (ages 0-2 only)	X			34 CRF sections 300.34 (c)(3), 300.226
250	Special instruction (ages 0-2 only): Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP, providing families with information, skills, and support related to enhancing the skill development of the child; and working with the child to enhance the child's development.	X			34 CRF sections 300.34 (c)(3), 300.226
260	Special education aide in regular development class, childcare center or family childcare home (ages 0-2 only)	X			34 CRF sections 300.34 (c)(3), 300.226
270	Respite care services (ages 0-2 only): Through the IFSP process, short-term care given in-home or out-of-home, which temporarily relieves families of the ongoing responsibility for specialized care for child with a disability (Note: only for infants and toddlers from birth through 2, but under 3.)			X	34 CFR sections 300.34 (c)(3), 300.226

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
330	Specialized academic instruction: Adapting, as appropriate to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children.	X			34 CRF sections 300.39 (b)(3)
340	Intensive individual instruction: IEP Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.	X			30 EC section 56364
350	Individual and small group instruction: Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program.	X			5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)
415	Language and speech: Language and speech services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic or cultural factors are not included. Services include; specialized instruction and services; monitoring, reviewing, and consultation. They may be direct or indirect including the use of a speech consultant.	X			5 CCR section 3051.1; 30 EC section 56363; 34 CFR sections 300.34 (c)(15), 300.8 (c)(11)
425	Adapted physical education: Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program.	X			5 CCR section 3051.5; 30 EC section 56363; 34 CFR sections 300.18, 300.39 (b)(2)
436	Health and nursing – specialized physical health care services: Specialized physical health care services means those health services	X			5 CCR section 3051.12; 30 EC section 56363;

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	prescribed by the child's licensed physician and surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (5 CCR Section 3051.12(b)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing.				34 CFR section 300.107, CEC section 49423.5(d)
436	Health and nursing – other services: This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing. intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service. IEP-required health and nursing services are expected to supplement the regular health services program.	X			3051.12; 30 EC section 56363; 34 CFR section 300.107
445	Assistive technology services: Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers.	X			5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.6, 300.105
450	Occupational therapy: Occupational Therapy (OT) includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities. Both direct and indirect services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services are provided, pursuant to an IEP, by a qualified occupational therapist registered with the American Occupational Therapy Certification Board.	X			5 CCR section 3051.16; 30 EC section 56363; 34 CFR sections 300.34 (c)(6)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
460	Physical therapy: These services are provided, pursuant to an IEP, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents.	X			5 CCR section 3051.6; 30 EC section 56363; 34 CFR section 300.34 (c)(9); B&PC Chapter 5.7 section 2600 – 2696; GC-Interagency Agreement Chapter 26.5 section 7575(a)(2)
510	Individual counseling: One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.9; 34 CFR section 300.34(c)(2)
515	Counseling and guidance: Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program.				34 CFR section 300.24.(b)(2), 300.306; 5 CCR section 3051.9
520	Parent counseling: Individual or group counseling provided by a qualified individual pursuant to an IEP to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program.			X	5 CCR section 3051.11; 34 CFR section 300.34(c)(8)
525	Social work services: Social Work services, provided pursuant to an IEP by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual			X	5 CCR section 3051.13; 34 CFR section 300.34(c)(14)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program.				
530	Psychological services: These services, provided by a credentialed or licensed psychologist pursuant to an IEP, include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. IEP-required psychological services are expected to supplement the regular guidance and counseling program.	X			5 CCR section 3051.10; 34 CFR section 300.34 (c)(10)
535	Behavior intervention services: A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment.	X			5 CCR section 3001(d); 34 CFR section 300.34 (c)(10)
540	Day treatment services: Structured education, training and support services to address the student's mental health needs.	X			Health & Safety Code, Div. 2, Chap. 3, Article 1, section 1502(a)
545	Residential treatment services: A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program.	X			Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, section 5671
610	Specialized services for low incidence disabilities: Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's IEP, including frequency and duration of the services to the student.	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34
710	Specialized deaf and hard of hearing services: These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special	X			5 CCR sections 3051.16, 3051.18; 34 CFR section 300.34

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	consultation to students, parents, teachers, and other school personnel may also be included.				
715	Interpreter services: Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter. This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student.	X			5 CCR section 3051.16; 34 CFR section 300.34 (c)(4)
720	Audiovisual services: These services include measurements of acuity, monitoring amplification, and Frequency Modulation system use. Consultation services with teachers, parents or speech pathologists must be identified in the IEP as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included.	X			5 CCR section 3051.2; 34 CFR section 300.34 (c)(1)
725	Specialized vision services: This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs – including Braille, large type, aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills. It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation & mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher.	X			5 CCR section 3030(d); 30 EC section 56364.1
730	Orientation and mobility: Students with identified visual impairments are trained in body awareness and to understand how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an IEP.	X			5CCR section 3051.3; 30 EC section 56363; 34 CFR section 300.34 (c)(7)
735	Braille transcription: Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.	X			5 CCR section 3051.16; 30 EC section 56565; 34 CFR section 300.8 (c)(13)
740	Specialized orthopedic services: Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment.	X			5 CCRF sections 3030(e), 3051.16; 30 EC section 56565; 34 CFR section 300.8 (c)(8)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
745	Reading Services	X			5 CCR section 3051.16
750	Note taking services: Any specialized assistance given to the student for the purpose of taking notes when the student is unable to do so independently. This may include, but is not limited to, copies of notes taken by another student, transcription of tape-recorded information from a class, or aide designated to take notes. This does not include instruction in the process of learning how to take notes.	X			5 CCR section 3051.16
755	Transcription Services Any transcription service to convert materials from print to a mode of communication suitable for the student. This may also include dictation services as it may pertain to textbooks, tests, worksheets, or anything necessary for instruction.	X			5 CCR section 3051.16
760	Recreation services, includes therapeutic recreation: therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs.	X			5 CCR section 3051.15; 34 CFR section 300.34 (c)(11)
820	College Awareness College awareness is the result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to career planning, course prerequisites, admission eligibility and financial aid.	X			34 CFR sections 300.39 (b)(5), 300.43
830	Vocational assessment, counseling, guidance, and career assessment: Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment. This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
840	Career awareness: Transition services include a provision for in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. This comment also emphasized the need for coordination between this provision and the Perkins Act to ensure that students with disabilities in middle schools will be able to access vocational education funds.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43

Case mis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
850	Work experience education: Work experience education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
855	Job Coaching Job coaching is a service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.	X			5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
860	Mentoring: Mentoring is a sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.			X	5 CCR section 3051.14; 34 CFR sections 300.39 (b)(5), 300.43
865	Agency linkages (referral and placement): Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as title I of the Rehabilitation Act of 1973 (vocational rehabilitation), title XIX of the Social Security Act (Medicaid), and title XVI of the Social Security Act (supplemental security income).	X			30 EC section 56341.5 (f); 34 CFR section 300.344 (3)(b)
870	Travel Training (includes mobility training)	X			5 CCR section 3051.3; 34 CFR sections 300.39 (c)(7)
890	Other transition services: These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and post-secondary agencies.	X			
900	Other special education/related services: Any other specialized service required for a student with a disability to receive educational benefit.	X			

ADDITIONAL PROGRAMS AND SERVICES

SELPA _____

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
900	Infants and Toddlers (0-26 months) Services for infants and toddlers who meet solely low incidence eligibility under the Part C Guidelines of IDEA are provided with a continuum of program options, as determined by the Individual Family Service Plan (IFSP), by a specially credentialed and certificated transdisciplinary team, in their natural environments. Natural environments are determined by family interview. The locations can include at home, in the community, at a district site and in some non-district sites. Children who do not qualify as non-solely low incidence may be served up to the program's funded capacity. The district collaborates with other agencies and provides coordinated services as appropriate.	X			20 USC 1431-35 EC 56205 (b) (3) EC 56429 14 GC 95000 et. Seq 17 CCR 52000-52175
400	Preschool (3-5 years old) Preschoolers who meet eligibility guidelines for special education under state and federal law, are provided a continuum of program options in the least restrictive setting (LRE). The Individual Education Program (IEP) Team determines eligibility and the provision of age/peer appropriate services. Family involvement is encouraged and the district collaborates with other agencies to provide coordinated services as appropriate. Services are provided by a specially credentialed and certificated transdisciplinary team in a variety of settings. These settings may include individual or small group instruction, support in age/peer appropriate general education classrooms (State Preschools, Head Start, Children's Center, Y-Care), instruction in specialized settings, and support in private preschool settings.	X			56205 (b) (3)
710	Cochlear Implant Program The Cochlear Implant Program provides services to deaf/hard of hearing students with cochlear implants. The IEP Team determines specific services to be provided such as an aural/oral program and specific methodologies designed for the deaf/hard of hearing. Services are provided in the Least Restrictive setting by a specially credentialed/certificated team in a variety of age/peer appropriate settings including a resource room, special classroom and general education environment.	X			56205 (b) (2)
330	Autism Program				

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	Students identified with Autism Spectrum Disorder are served in learning environments specifically designed to meet their unique needs. The learning environments include the students' homes, mainstreamed settings, or specialized classes such as the Autistic core Classroom, a self-contained class where students receive services from a transdisciplinary team of specially trained and credentialed teachers. Specialized teaching methods such as Treatment and Education of Autistic and Communicatively Handicapped Children (TEACCH) and Picture Exchange Communication System (PECS) are provided according to each student's IEP. Parents provide input into the development of the IEP and are encouraged to participate in district sponsored in-service trainings specific to autism disorders.	X			56205 (b) (2)
540	Transition Learning Center Transition Learning Center (TLC) serves eligible special education students diagnosed as Learning Handicapped and/or Emotionally Disturbed and occasionally Severely Handicapped students who also demonstrate severe behavior problems to the extent they can not be served in the traditional special day classrooms. Students in grades K-12, are served in Special Day Classes in public separate facilities for a majority of the school day by a transdisciplinary team of specially trained and credentialed teachers, counselors, school psychologists, Speech and Language Specialist, Behavior Consultants and Mental Health Specialists. Four Day Treatment classes provide services via another agency in a therapeutic "milieu" setting. Additional DIS specialists provide services according to each student's IEP.	X			56205 (b) (2)
900 710 540	The WCCUSD Transition Program is designed for special education students, ages 18-22, who are not eligible to graduate with a high school diploma. Students receive services in a variety of school and community settings provided by a transdisciplinary team of specially credentialed teachers, instructional assistants, and DIS personnel as determined by each student's IEP. This may include Speech Therapists, Occupational Therapists, Adaptive Physical Education teachers, psychological support and support provided by a Vocational Specialist. Settings include public school special day class settings, a Resource Specialist class at Contra Costa Community College, supported employment settings at local businesses and agencies and in the community. Students receive a Certificate of Completion and transition with support from community agencies into adult programs at age 22.	X			56205 (b) (2)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
520	The Transitional Education Program (TEP) classes are self contained special day classes located on public school campuses. TEP classes serve special education students whose behavioral and emotional needs interfere significantly with their ability to learn and interfere with the learning of others. Students are provided services by a transdisciplinary team of specially credentialed teachers, school psychologists, instructional assistants, DIS support staff as determined by each student's IEP, and consultation services provided by a licensed Marriage Child Family Counselor (MFCC). Students are grouped by age/peer appropriate grade level. Student-teacher ratios are maintained at a low level with one teacher and two instructional assistants per twelve students. Transportation is provided and a bus aide supports those students riding on the bus. Instruction is based on each student's IEP and is provided in a consistent format within a behavioral levels system with emphasis on social skills training.	X			56205 (b) (2)
900 350	Spectrum Collaborative Class Spectrum Satellite Class Seneca Class Independent Study WCCUSD SELPA provides Independent Study Services to special education students as determined by each student's individual IEP. Services are provided once a week by specially credentialed and licensed teachers in a variety of settings such as district sites, the home and the community. DIS services are provided as determined by each student's IEP and may be provided at district sites, the home and in the community. Core curriculum instruction in all subjects required for earning a high school diploma is provided. Specially designed curriculum is provided to special education students whose IEP and needs indicate they would benefit from a functional curriculum. Special education students receiving Independent Study have access to the program libraries and computer facilities as needed. Parents are encouraged to participate and ensure students complete all assignments.	X			56205 (b) (2)
720	Adult Education Program The WCCUSD Adult Education Program Provides services to special education students, ages 18 - 22, in a special day class located at Alvarado Adult Education. Services are provided by a specially credentialed and licensed teacher and DIS staff as determined by each individual student's IEP.	X			56205 (b) (2)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	Emphasis is on core curriculum, with appropriate modifications and adaptations so that each student can graduate with a WCCUSD diploma or successfully pass the GED examination. Success is determined by student progress on goals and benchmarks, and the numbers of students who successfully either graduate or pass the GED examination.				
220	In Home or Hospital Program The In-Home or Hospital Program provides primary or related services by specially licensed and credentialed teachers and DIS providers, during visits in the home, hospital or in a mutually agreed upon location, up to five hours per week and in accordance with needs identified in each student's IEP. Support for the modification of the core curriculum and/or functional life skills curriculum is provided as determined by the IEP. Since the primary caregivers must oversee all instruction, their participation in the IEP is critical. When needed, the Home/Hospital instructor and/or DIS staff assists the caregiver in utilizing community resources.	X			56205 (b) (2)
520	Opportunity Program/Class The Opportunity Class provides services to students who become at risk in the middle grades and who are deficient in basic skills. These students exhibit behaviors, such as habitual absenteeism, disorderly conduct, insubordination, etc. that isolate them from other students and disengages them from school. Opportunity Classes, located at middle schools, are self-contained classes that provide a special environment to help students learn the social, emotional and life skills necessary to become successful students in a mainstream classroom environment. Students are taught by credentialed teachers with support provided by specially credentialed special education teachers and DIS providers as per each student's IEP. Specialized instruction in core curriculum includes lectures, and behavioral guidance. Counseling support includes social skills training and psychological services. Tutorial support is available.	X			56205 (b) (2)
540 900	Necessary Small Schools Necessary Small Schools provide services to high school students who have met with failure in the traditional high school setting. Located at various secondary sites throughout WCCUSD, credentialed teachers, counselors, program coordinators and special education Resource Specialists provide personalized instruction for each student. The educational program includes	X			56205 (b) (2)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
	cooperative learning, community involvement, parental involvement, and technology. Emphasis on motivation, self-esteem and personal responsibility encourages <i>students</i> to complete core curriculum requirements required to meet graduation requirements. Individualized programs for each student include enrollment in ROP programs, Contra Costa College and concurrent enrollment at district high schools. Curriculum requirements are met through electives, independent courses, variable credit, independent study, college credit and vocational study designed to promote an easy transition from school to the world of work.				
710	Middle College High School Middle College High School, based at Contra Costa College, provides services in collaboration with Contra Costa College to high ability, at risk high school students. Credentialed teachers, with support from a special education Resource Specialist, offer instruction in core curriculum designed to lead to the acquisition of a high school diploma and meet university entrance requirements. Students enroll in college classes for which they earn college units, and may earn scores and honors commensurate with those of traditional scores on tests such as the Golden State Exam and SAT.	X			56205 (b) (2)
540	Harbour Way Academy Community Day School Harbour Way is an alternative elementary program, based at Nystrom Elementary School, for students who have been expelled, referred by Probation, pursuant to Welfare and Institutions Code sections 300 or 602, referred by a School Attendance Review Board (SARB) or other District level referral. Credentialed teachers, a Principal, Instructional Assistants and 504 behavioral instructional assistants provide services to the K-6 regular education students. Assessments for special education students are conducted by school psychologists when needed.	X			56205 (b) (2)
630	The Summit Center (Contra Costa County) The Summit Center is a residential six-month treatment program run collaboratively by Probation, Mental Health and the Contra Costa County Office of Education for formerly incarcerated adolescent boys and their families. Certified teachers provide instruction in the core curriculum leading to the acquisition of a high school diploma. Counseling is provided by therapists and support of a Resource Specialist as per each individual student's IEP. Transitional Services are provided for one year following graduation.	X			56205 (b) (2)

Casemis Code	SPECIAL EDUCATION SERVICE CATEGORY DESCRIPTIONS	Adopted	Modified	Not Currently Utilized	Compliance Standard (Legal Requirement)
630	Juvenile Court Schools (Contra Costa County) Juvenile Court Schools, Mt. McKinley at Juvenile Hall in Martinez, CA and Delta Vista High School located at the Orin Allen Youth Rehabilitation facility in Byron, CA serves incarcerated students in grades 6 – 12. Core curriculum is provided by credentialed teachers who can lead to a high school diploma or GED. Support is provided by a Resource Specialist in accordance with each student's IEP.	X			56205 (b) (2)
640	Golden Gate Community School Program Golden Gate Community School Program is a community day program provided by Contra Costa County Office of Education to students who are court wards or dependents whose case manager (Judge, Probation Officer or Social Service) has determined that it is in the student's best interest to attend Golden Gate because of Truancy; No available district program; or Transition period from an institutional program. In addition, district students referred by the District School Attendance Review Board (SARB), Expelled students, students referred by the Probation Department and students whose parents have requested the placement are served by the program. Core curriculum is taught by credentialed teachers with support from Resource Specialists and Speech Therapists as per each individual student's IEP. Classroom locations are throughout Contra Costa County serving all of the host districts. Presently, Golden Gate Community School Programs are located in Martinez, Alamo, Pittsburg, Richmond and Rodeo. No transportation is provided.	X			56205 (b) (2)
840	Services To Students In Private Schools For students with disabilities enrolled by their parents in private schools, the following procedure will be followed (see Private School Policy in Local Plan): (1)WCCUSD will locate, identify and evaluate all students ages three – 22 with disabilities enrolled by their parents in private schools who may be eligible for special education services;(2) WCCUSD will offer a FAPE, within the public school system, to all eligible students ages three to 22 with disabilities who reside in the WCCUSD attendance area and who are enrolled by their parents in private schools. Students who reside in another LEA will be referred to their own school district. Services will be provided in accordance with WCCUSD's <i>Private School Policy</i> .	X			56205 (b) (2)

LOCATION OF SERVICES

SELPA: West Contra Costa Unified School Dist. LEA: West Contra Costa Unified School Dist.

Pre-School Services

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
Castro	330	415	450	890	530				
Collins	330	415	710	720	890	610/715	450/530		
Downer	330	415	450	890	530				
El Sobrante	330	415	450	890	530				
Fairmont	330	415	890	530	610	715			
Highland	330	415	450	530	890				
King	330	415	530	890					
Peres	330	415	450	725	730	890	530/618		
Riverside	330	415	450	530	890				
Sheldon (Autism Program)	330	350	450	530	890				
Harding (Cochlear Implant)	330	350	720	530	610	715	890	710	
Cameron	320	415	720	450	530	890/710	725	610/715	

Use these numbers to identify the type of facility where Pre-School Services (ages 3-5) are provided:

210-Home Instruction	415-Language and Speech	715-Interpreter
320-Child Development or Child Care Facility	450-Occupational Therapy	725-Specialized Vision Services
330-Public Preschool	530-Psychological Services	720-Audiological
340-Private Preschool	610-Specialized Services for Low Incidence	730-Orientation & Mobility
350-Individual & Small group Instruction	710-Specialized Deaf/Hard of Hearing	890-Other Transition Services

Pre-School Services

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
Bayview	330								
Castro	330	415	350	890	610				
Chavez	330								
Collins	330	415	450	350	610	715/890	710/720		
Coronado	330								
Dover	330								
Downer	330	415	450	890	350				
El Sobrante	330	415	350	890					
Ford	330								
Grant	330								
Highland	330	415	350	725	890				
King	330	415	415	725	890	350			
Lincoln	330								
Mira Vista	330	415	725	890	350				
Montalvin	330								
Nystrom	330								
Peres	330	415	450	725	730	890	350/610		
Riverside	330	415	725	890	350	610			
Steger	330								
Tara Hills	330								
Washington	330								
Wilson	330								
Cameron	330	415	720	450	530	890	725/350	610/710	
State PreSchool	330								
Headstart	310	415	725	530	890	720	350		

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
340-Private Preschool	460-Physical Therapy	730-Orientation & Mobility
350-Individual & Small group Instruction	530-Psychological Services	855-Job Coaching
415-Language and Speech	610-Specialized Services for Low Incidence	890-Other Transition Services
435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

Pre-School Services

[illegible]

210-Home Instruction	415-Language and Speech	715-Interpreter
320-Child Development or Child Care Facility	450-Occupational Therapy	725-Specialized Vision Services
330-Public Preschool	530-Psychological Services	720-Audiological
340-Private Preschool	610-Specialized Services for Low Incidence	730-Orientation & Mobility
350-Individual & Small group Instruction	710-Specialized Deaf/Hard of Hearing	890-Other Transition Services

Infant Services

[illegible]

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
340-Private Preschool	460-Physical Therapy	730-Orientation & Mobility
350-Individual & Small group Instruction	530-Psychological Services	855-Job Coaching
415-Language and Speech	610-Specialized Services for Low Incidence	890-Other Transition Services
435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

SELPA: West Contra Costa Unified School District

LEA: West Contra Costa Unified School District

ANNUAL SERVICE PLAN

Fiscal Year 2006-2007

Location												
A. The services listed in the boxes to the right (→→→) are provided at <u>all</u> schools in the LEA.	330	415	530	535	350	890	400	520				
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in Box A (above).	Nature of Service (List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.)											
Bayview	510	415	450									
Castro	510	415	350	510	725	730	450	710	445	425		
Chavez	510	450	415	530								
Collins	510	415	450	445	460	425	710	350	725	900		
Coronado	510	415	450									
Dover	510	415	710	450								
Downer	510	415	350	450								
Ellerhorst	510	415	450	425	350							
El Sobrante	510	415	450	460	425	350	445	900				
Fairmont	510	425	725	730	450	460	435	350				
Ford	510	425	450	445	740							
Grant	510	415	450									
Hanna Ranch	510	450	425									
Harding	510	405	705	415	450							
Lupine Hills	510	425	450	445								
Highland	510	405	705	415	350	425	710	450				
Kensington	510	405	415	450								
King	510	425	450									
Lake	510	425	450	460	445							
Lincoln	510	450	415									
Madera	510	450										
Mira Vista	510	415	350	450	425	460	445	510				
Montalvin	510	415	350	450	710							
Murphy	510	350	725	425	450	405	410	415	460	510		
Nystrom	510	730	725	450								

ANNUAL SERVICE PLAN

Fiscal Year 2006-2007

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
340-Private Preschool	460-Physical Therapy	730-Orientation & Mobility
350-Individual & Small group Instruction	530-Psychological Services	855-Job Coaching
415-Language and Speech	610-Specialized Services for Low Incidence	890-Other Transition Services
435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

SELPA: West Contra Costa Unified School District

LEA: West Contra Costa Unified School District

Location											
A. The services listed in the boxes to the right (➡➡➡) are provided at <u>all</u> schools in the LEA.	330	400	520								
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in Box A (above).	Nature of Service (List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.)										
Ohlone	510	425	450	460	445						
Olinda	510	450	425								
Peres	510	415	450								
Riverside	510	415	350	425	725	450	460	445			
Shannon	510	725	450								
Sheldon	510	425	450	710							
Stege	510	415	450								
Stewart	510	450									
Tara Hills	510	425	725	730	450	460	435				
Valley View	510	425	450								
Verde	510	425									
Washington	510	425	450								
Wilson	510	710									
Adams Middle	510	425	450	445	725						
Crespi Jr.	510	425	725	730	450	460	445	610			
Helms Middle	510	425	450	445							
Hercules Middle	510	725	730	450	425	735	610	745			
Lovonja DeJean Middle	510	425	450	460	435	445	610	725			
Pinole Jr.	510	425	725	450	515	535	445				
Portola Middle	510	425	450	415	710	610	715	725	730	435	
De Anza High	510	425	725	730	450	460	735	610	830		
El Cerrito	510	425	725	460	610	720	830	445	715/710	750/435	350
Hercules High	510	425	725	730	450	460	610	730	735	445	830
Kennedy High	510	425	450	610	725	460	735	445	830		
Pinole Valley	510	425	415	850	830	855	610	445	450	840	
Richmond	510	425	725	730	850	415	450	710	445	840	

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
340-Private Preschool	460-Physical Therapy	730-Orientation & Mobility
350-Individual & Small group Instruction	530-Psychological Services	855-Job Coaching
415-Language and Speech	610-Specialized Services for Low Incidence	890-Other Transition Services
435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

SELPA: West Contra Costa Unified School District

LEA: West Contra Costa Unified School District

ANNUAL SERVICE PLAN

Fiscal Year 2006-2007

Location												
A. The services listed in the boxes to the right (→→→) Are provided at <u>all</u> schools in the LEA	330	415	530	535	350	890	400	520				
B. List all physical locations where services are provided in the LEA. Also, list any other services that are provided and not listed in Box A (above).	Nature of Service (List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.)											
Gompers	610											
North Campus	610											
Harbour Way	560	415	530									
Transition Learning Center	540	415	530	450	350	510	445					
Middle College	560											
Transition Program	900	435/436	830/720	415/725	350	460/445	530	425	450	855	730	
Home/Hospital	210/220	725	460	415								
Delta High Necessary Small School	560											
Kappa High Necessary Small School	560											
Omega High Necessary Small School	560											
Sigma High Necessary Small School	560											
Adult Education	720											
Independent Study/Vista	560	445										
Independent Study/Gompers	610											
Independent Study Pupil Services-Vista	560											

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
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415-Language and Speech	610-Specialized Services for Low Incidence	890-Other Transition Services
435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

Site Name and Type of Facilities

Providing Services to Students Enrolled in the LEA

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
School for the Deaf	530	715	610	710	445				
School for the blind	530	725	610	735	445	730			
Manzanita Middle	570	415							
Leadership	570	415	450	445					
Golden Gate Academy	640								
Summit	630								
Mt. McKinley	630								
Delta Vista High School	630								

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
340-Private Preschool	460-Physical Therapy	730-Orientation & Mobility
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435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

Site Name and Type of Facilities

Providing Services to Students Enrolled in the LEA

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
A Better Chance	810	510	415	515	450	535			
Aspen Ranch	830	330	535	515	840	540	436	350	510
Berkeley Hearing Aid Center	890	720	415	900	890	520	760	545	
Career Staff Unlimited	890	415							
CCC MentalHealth	890	510	515	520	530	540	545		
Center for Accessible Technology	890	445							
Center/Ed. Infant Deaf (CEID)	890	415	730	725					
Children's Learning Center	810	415	330	535	450				
Copper Hills	830	330	535	515	540	436	350	415	900
Edgewood	820	415	450	545	330	535	515	540	436/350
Family Life Center	820	415	535	540	436	350	510	340	900/545
Floor Time Services	472	436	536						
Hearing Conservation	900	720							
Heritage Center	830	415	535	540	436	350	510	340	545/900
Hunt-Berg, Mary	890	415							
Interpreting & Consulting Services	890	715							
Kaiser, Holly	890	415	450	460					
Keystone	810	515	510	340	330	890	900	415	535/350
Khim, Frank	890	520	535						
La Cheim	810	415	515	510	535	540/520	545/840	900/350	890/340
Lynn Center	810	415	330	350					
Maxon, Dori	475	450	510	515	520				
MCT Vision	890	725							
Millhous School	820	535	510	515	545	415	350/330	415/540	900/340
Oak Grove Seneca	820	540	415	890	545	510/515	330/350		
Progressus Therapy	890	450							
Seneca Center	810	415	510	515	535	540	850	350/330	900
Si Se Puede Behavioral	475	535							
Spectrum Center	810	425	415	730	450	460/725	445	510/515	
Speech Pathology Group	890	415							
Stamm, Rose	810	450							

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
330-Public Preschool	450-Occupational Therapy	725-Specialized Vision Services
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435-Health & Nursing-Specialized Physical Health	710-Specialized Deaf/Hard of Hearing	900-Any other Location/Setting

Site Name and Type of Facilities

Providing Services to Students Enrolled in the LEA

List the site name and type of facility providing services to students enrolled in the LEA.		Services Provided at this Location							
Site Name	Type of Facility (see below)	List the CASEMIS code associated with each service that is provided at the location listed in the left-hand column.							
Star Academy	810	415	515	450					
STE Consultants	890	535							
Via	810	415	450	425	460				
Yellowstone Academy	830	540							

Use these numbers to identify the type of facility providing services to student ages 6-22:

210-Home Instruction	436-Health and Nursing-Other	715-Interpreter
320-Child Development or Child Care Facility	445-Assistive Technology	720-Audiological
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**APPENDIX G
ANNUAL BUDGET PLAN**

**SUPPLEMENTATION OF STATE/FEDERAL FUNDS
MAINTENANCE OF FINANCIAL EFFORT**

ANNUAL BUDGET PLAN
FISCAL YEAR: 2006-07

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The SACS Codes provide source information from the LEA(s) reporting.

	Reference/Label	Instructions	Totals
A	Funds received in accordance with Chapter 7.2 (commencing with Section 56836). (Special Education Program Funding)	SACS Resource Code 6500 (State), Loc Contrib 3300-3499 (Federal)	34,917,732 14,800,105
B	Administrative costs of the plan.	SACS Goal Code 5001 Function 2100	3,402,085
C	Special Education services to pupils with severe disabilities (1) and low incidence disabilities (2).	SACS Goal Code 5710	401,047
		SACS Goal Code 5730	3,240,604
		SACS Goal Code 5750	18,438,383
D	Special education services to pupils with non-severe disabilities .	SACS Goal Code 5770	22,370,978
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments.	Any SACS Goal Code with SACS Function Code 1130	1,017,066
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	
		SACS Goal Code 5060	1,049,058
G	The use of property taxes allocated to the special education local plan area pursuant to Section 2572.	Statement is included in Local Plan	

The Annual Budget Plan was presented for Public Hearing on June 20, 2007.

West Contra Costa Unified School District

SELPA Name



Authorized SELPA Signature

0712

SELPA Code

5/17/07

Date

Steve Collins

Name & Title (type/print)

APPENDIX H

INTERAGENCY AGREEMENT BETWEEN

CONTRA COSTA HEALTH SERVICES DEPARTMENT

MENTAL HEALTH DIVISION

AND

WEST CONTRA COSTA UNIFIED SELPA

INTERAGENCY AGREEMENT

BETWEEN

CONTRA COSTA COUNTY HEALTH SERVICES DEPARTMENT
MENTAL HEALTH DIVISION

CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

MT. DIABLO UNIFIED SCHOOL DISTRICT

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

OCTOBER 11, 2006

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I. Parties

This is an agreement entered into by the Contra Costa County Health Services Department, Mental Health Division (hereafter "Mental Health") and Contra Costa Special Education Local Plan Area (SELPA), a multi-district SELPA (including Contra Costa County Office of Education, and the following fifteen school districts: Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda School District, Pittsburg Unified School District, and Walnut Creek School District), Mt. Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District, which are each single-district SELPAs (hereafter "Education" when used collectively or Local Education Agency (LEA) when referring to one school district).

II. Purpose

The purpose of this Interagency Agreement is to establish a set of working guidelines and procedures between Mental Health through its AB 3632 Program (AB 3632 (Chapter 26.5)) and the LEAs in Contra Costa County to provide services to children with disabilities in compliance with Federal and State laws governing each agency.

This agreement is based on a common interest and shared responsibility for those special education students who require mental health services in order to benefit from their educational program.

This agreement does not cover all public mental health services available to students but is limited to those services, which may be recommended or requested by an Individualized Education Program (IEP) team in connection with the identification, assessment, or placement of a student who is or may be eligible for special education.

III. Terms of Agreement

A. Confidentiality

Confidentiality regulations for each involved agency apply. Each LEA is responsible for obtaining proper consent to refer a student for a mental health evaluation under the provisions of AB 3632 (Chapter 26.5). Any mental health report given to an LEA becomes part of a student's school record and is therefore available to parents.

B. Cost of Services

In accordance with the provisions of AB 3632 (Chapter 26.5), Mental Health and the LEA shall share the cost of residential and day treatment placements. Mental Health and Education will collaborate in identifying costs and setting rates with providers for instructional and mental health related services.

C. Due Process/Complaint

Mental health services provided pursuant to AB 3632 (AB 3632 (Chapter 26.5)) are subject to the decisions made within the due process established by Federal Law and California Education Code 56500. Mental Health and appropriate educational agencies (SELPA and LEA) shall collaborate in responding to due process complaints.

As per current practice, on a case-by-case basis, Mental Health and Education will agree to share the Hearing settlement costs when appropriate.

IV. Division of Responsibilities

A. Agreement to Abide by and Follow Current Regulations

Mental Health and Education (SELPA and LEA) agree to abide by and follow the provisions of the current State Regulations governing AB 3632 (Chapter 26.5) services and processes.

B. Liaisons

Liaisons for each SELPA and LEA and for the AB 3632 Program will facilitate communication, process, and monitor adherence to procedures and policies of AB 3632 (Chapter 26.5).

Liaisons shall be:

For Education:

Contra Costa SELPA: SELPA Director or Designee;
Mt. Diablo Unified School District: Asst. Superintendent, Pupil
Services/Special Education/SELPA Director or Designee,
San Ramon Valley Unified School District: Superintendent or Designee,
West Contra Costa Unified School District: SELPA Director or Designee

For Mental Health:

Child and Adolescent Program Chief or Designee

Contra Costa County
MH/SELPA Interagency Agreement

C. Program of Services

1. Together, Mental Health and Education developed a collaborative Triage Team Process, which includes a standardized countywide Triage Packet that shall be used as a communication tool for use with students with behavioral and emotional difficulties. This process encourages early collection and documentation of information regarding the "whole child", in school, the home, and the community.

Educators initiate the process by collecting the chronology of progressive or simultaneous school, home, and community-based interventions currently used and known. This Triage Packet shall be shared with Contra Costa County Children's Mental Health when accessing the expanded Education/Mental Health Triage Team Process.

Referrals to the Triage Team process are not meant to only be requests for specific interventions or services. Local education agencies (LEAs) may use the Triage Team process to obtain additional input from Mental Health or learn of other resources available to students with behavioral and emotional needs and their families. Interventions and/or services considered by Triage Teams may include district services, community or private services, or Children's Mental Health services.

2. The countywide partnership process has two parts:

District Triage Team: Teams will be formed by districts, using district or regional teams of educators (i.e., school psychologists, school social workers, program specialists, and/or special education administrators) pooling their knowledge and expertise to review the Triage Packet of services provided, consider alternative options, and make further recommendations for students experiencing social/emotional/behavioral challenges. This team will decide if meeting with the expanded collaborative consultation team is necessary.

Education/Mental Health Regional Triage Team: This is an expanded collaborative consultation team, which invites educators to be a part of the decision making process regarding Children's Mental Health services. The expanded team will review the Triage Packet, district Triage Team recommendations, and make further recommendations based upon the student's needs.

3. Eligibility for AB 3632 services shall be determined collaboratively in the triage process by representatives of Mental Health and Education when the student requires Mental Health services as part of receiving a Free and Appropriate Public Education (FAPE).
4. Every effort will be made to work in a collaborative model in the delivery of mental health services. The implementation of such models will be worked out between Mental Health staff and particular LEAs or particular specialized educational programs. Separate written collaborative agreements may be developed as necessary.
5. When services are provided at the school site, the LEA will provide appropriate space. Priority effort will be made to provide consistent and adequate space as determined by AB 3632 and LEA administrators.
6. Mental Health and Education will work collaboratively to develop a continuum of services to meet students' needs at the least restrictive level.
7. Mental Health and Education will share information, consult with and train other placing agencies (i.e., Juvenile Court, Probation, Social Service, Regional Center) about issues concerning the IEP process and the delivery of AB 3632 services.

V. Dispute Resolution

Timely communication between Mental Health and Education personnel will occur whenever disputes related to the Interagency Agreement arise. Every effort will be made to resolve disputes informally at the lowest possible level and shall be referred to the agency liaisons for initial formal action as needed.

This agreement shall hold pending any legislation, policy, or regulation affecting eligibility, service delivery, or collaborative efforts. Any such changes may require a renegotiation of the Interagency Agreement.

Any dispute regarding this Interagency Agreement will be mediated between the lead administrators for each agency.

VI. Effective Date of Agreement

This agreement shall become effective when signed by all parties. This agreement may be cancelled at any time by any of the parties upon 30 days written notice. The agreement will be reviewed annually and thereafter revised by mutual agreement.

William B. Walker, M.D.,
Director,
CCC Health Services Department

William B. Walker M.D.
10/17/04
Date

Donna M. Wigand, LCSW,
Director,
CCC Health Services Department,
Mental Health Division

D. M. Wigand, LCSW
10/16/04
Date

Johnny W. Welton, Ed.D.,
Director,
Contra Costa
Special Education Local Plan Area

Johnny W. Welton
11-29-06
Date

Mildred D. Browne, Ed.D.,
Asst. Superintendent,
Pupil Services/Special Education/SELPA
Director,
Mt. Diablo Unified School District

Mildred D. Browne Ed.D.
11-28-08
Date

Robert Kessler,
Superintendent,
San Ramon Valley Unified School District

Robert Kessler
11/17/06
Date

Steve Collins,
SELPA Director,
West Contra Costa Unified School District

Steve Collins
11/9/06
Date

APPENDIX I

INTERAGENCY AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND CONTRA COSTA COUNTY COMMUNITY SERVICES DEPARTMENT (HEAD START)

INTERAGENCY AGREEMENT
BETWEEN
CONTRA COSTA COUNTY
COMMUNITY SERVICES DEPARTMENT
(HEAD START)
AND
CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
MT. DIABLO UNIFIED SCHOOL DISTRICT
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

October 11, 2006

The purpose of this Interagency Agreement is to establish a set of working guidelines and procedures between Contra Costa County Community Services Department (hereafter "Head Start") and the Local Education Agencies (LEAs) in Contra Costa County to provide services to children with disabilities in compliance with Federal and State laws governing each agency.

The parties to this agreement are Head Start and Contra Costa SELPA, a multi-district SELPA (including Contra Costa County Office of Education, and the following fifteen school districts: Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda School District, Pittsburg Unified School District, and Walnut Creek School District), Mt. Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District, which are each single-district SELPAs. Education will hereafter be referred to as a Local Education Agency (LEA) or Special Education Local Plan Area (SELPA).

No part of this Agreement is intended, either directly or indirectly, to extend the responsibilities and obligations of either agency beyond the requirements of law. The Agreement is provided to assist in the efficient provision of shared duties and cohesive delivery of individual agency responsibilities.

It is the intent of this Agreement to:

1. Define services that will be provided by each agency;
2. Establish a communication system to ensure that collaborative, coordinated services are provided;
3. Provide opportunities for service to those children requiring special education and/or services in the least restrictive environment;
4. Establish a system to ensure a smooth transition of children with disabilities between Head Start and public/private school programs.

Each agency shall identify representatives in each of the following areas and provide notification of any staff changes:

1. Administrator responsible for the Interagency Agreement;
2. Liaison for screening, referral and transition;
3. Coordinator of staff development activities

CHILD FIND / SCREENING

Education will:

Develop a joint developmental screening that will assist Head Start teachers in making appropriate referrals.

Assist Head Start in determining which children will be screened by the LEA screening.

Complete screening of children who are identified by Head Start screening within four weeks of Head Start contacting LEA liaison.

Meet regularly with Head Start to discuss LEA screening outcomes, and identify children to be referred to the LEA for special education assessment to determine eligibility.

Head Start will:

Develop a joint developmental screening that will assist Head Start teachers in making appropriate referrals.

Screen all children enrolled in Head Start within 45 days of enrollment in the program

Meet with the LEA liaison about children who are identified by criteria for LEA screening — to establish times for LEA screening.

Provide LEA with information on HEAD START, adaptations attempted, and outcomes for children.

Meet regularly with the LEA contact person (to discuss LEA screening outcomes and identify children to be referred to the LEA for special education assessment to determine eligibility).

REFERRAL

Education will:

Provide Head Start with LEA referral form.

Develop a joint Release of Information Consent form.

Jointly develop a standard referral packet, and train appropriate staff in its use.

Meet regularly with Head Start to discuss status of referrals.

Head Start will:

Use LEA referral form when making referrals to LEAs.

Make written referrals to LEA for children who are suspected of having a disability, and are believed to meet the CA Ed Code Part 30, Chapter 4.45, Section 56441.11 (including the eligibility criteria in Title 5, section 3030, or the family request referral).

Develop a joint Release of Information Consent form.

Assist in obtaining parent signature on joint Consent for Release of Information.

Jointly develop a standard referral packet, train appropriate staff in its use, and provide the packet of information when a child is referred.

Meet regularly with the LEA contact person to discuss referrals.

ASSESSMENT

Education will:

Develop and send assessment plan to Head Start to assist in obtaining parent signature.

Conduct assessments on all children referred by Head Start, according to procedures described in California Education Code Part 30.

Include Head Start in the evaluation team when Head Start is considered as a placement (or the child being assessed is enrolled in Head Start). Provide interpreters and translators when required and available for assessment and meeting activities.

Provide copies of all assessment reports at the Individualized Education Program (IEP)-Individualized Family Service Plan (IFSP) meeting.

Meet regularly with Head Start to discuss assessments.

Head Start will:

Assist LEA in obtaining parent signature on the LEA assessment plan.

Provide LEA with any information relevant to the assessment.

Assist the family and child in attending the assessment.

Participate in the evaluation team (when Head Start is considered as a placement or the child being assessed is enrolled in Head Start). Provide interpreters and translators when required and available for assessment and meeting activities.

Provide assessments on all children who appear to meet Head Start eligibility criteria, but do not meet LEA criteria.

Meet regularly with the LEA contact person to discuss assessments.

IEP-IFSP

Education will:

Notify Head Start Disabilities Manager and Head Start Teacher of IEP-IFSP meetings for whom Head Start may be an appropriate placement (approximately two weeks prior to the IEP-IFSP meeting), including the initial meeting, to determine eligibility for Special Education.

The IEP-IFSP team shall determine eligibility for Special Education in accordance with Federal, State, and SELPA guidelines — including documentation that the child's difficulties are not due to environmental, cultural, or economic factors.

Provide Head Start with a copy of each child's IEP-IFSP and other information that would help Head Start provide better services.

Meet regularly with Head Start to discuss the IEP-IFSP process, and schedule meetings at least annually.

Head Start will:

Invite, in writing, the LEA liaison to all Head Start IEP-IFSP meetings.

Arrange for appropriate staff to attend IEP-IFSP meetings.

Provide services specifically defined as "Head Start responsibilities" on the IEP-IFSP.

Provide the LEA with student information that would enable the LEA to better meet the students needs.

Meet regularly with LEA contact person to discuss the IEP-IFSP process, and to schedule meetings.

SPECIAL EDUCATION AND RELATED SERVICES

Education will:

Provide Special Education and related services designated on IEP-IFSP

Provide Special Education and related services at local Head Start sites whenever possible. Provide interpreters and translators for Special Education and related services when required and available.

Reconvene IEP-IFSP team to make changes in Special Education and related services, as necessary.

Attend transition IEP-IFSP meetings for Head Start children age 4.9 years on Sept. 1 and transitioning into kindergarten (who are believed to meet LEA criteria or have LEA IEP-IFSPs).

Provide Head Start with specialists' and therapists' schedules.

Head Start will:

Provide the regular education service and all comprehensive services available to all children enrolled in Head Start.

Support families in accessing related services provided by LEA.

Provide interpreters and translators for Special Education and related services when required and available.

Contact LEA regarding child attendance, access to Special Education, and related services if the child is absent more than ten (10) days.

Reconvene IEP-IFSP team to make changes in Special Education and related services, as necessary.

Provide Special Education and related services for all children who meet Head Start eligibility criteria only.

Contact LEA about children age 4.5 years transitioning into kindergarten with Head Start IEP-IFSPs, and invite LEA to transition IEP-IFSP meetings for children believed to meet LEA criteria.

Provide a sign-in/sign-out sheet, placed in an accessible location at Head Start sites, so that specialists and therapists can record their attendance.

PLACEMENT

Education will:

Consider dual enrollment as a placement option.

Make every effort to maintain placement of children in Head Start when Head Start is the referring agent, as deemed appropriate by the IEP-IFSP team.

Utilize Head Start as a placement option, when appropriate, for preschool children identified as needing special services.

Provide or ensure the provision of Special Education and related services, as specified in the IEP-IFSP for children that the LEA is mandated to serve.

Head Start will:

Consider dual enrollment as a placement option

Make every effort to accommodate children referred by LEA throughout the course of the program year.

Give a child with an LEA IEP-IFSP priority for inclusion in Head Start where the placement is appropriate, available, and upon application. [Head Start Act Section 640(a)(2)(A)] Five-percent (5%) of the Head Start enrollment shall be reserved for LEA IEP-IFSP priority for the first 45 days of each operating year.

Provide the LEA staff access to the child in order to provide Special Education services as described in the child's IEP-IFSP. This may include access to the child, workspace for individual or small group interventions, and other services as mutually agreed.

PROCEDURAL SAFEGUARDS

Education will:

Implement all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, for all individuals with exceptional needs placed by the LEA Head Start, and their parents/guardians (according to California Education code Sections 56500-56506, the effective California Administrative Code, Title 5 regulations, and federal law and regulations).

Inform Head Start personnel and parents/guardians of individual rights and protections.

Inform Head Start personnel and parents/guardians of due process hearing and complaint procedures for all children placed by the LEA in Head Start, in accordance with California Education Code requirements.

Head Start will:

Ensure that all procedural safeguards, including confidentiality of records requirements and placement in the least restrictive environment, are provided for all handicapped children and their parents/guardians, according to Education Code Sections 56500-56506, effective California Administrative Code, Title 5, and Head Start Performance Standards(45 CFR 1308.6, 1308.19 and 1308.21) as well as other federal laws and regulations.

Inform parent/guardian of individual rights and protections.

Inform parent/guardian of due process hearing and complaint procedures, and participate in hearings when requested.

TRAINING/TECHNICAL ASSISTANCE

Education will:

Co-plan, provide, and participate in joint training and/or information sharing activity on accessing early intervention services from community service providers.

Provide training to Head Start on the use and implementation of the jointly developed developmental screening.

Train appropriate staff in the use of the jointly developed referral packet.

Participate in other trainings as identified.

Provide training to Head Start on possible classroom modifications and accommodations.

Provide training to Head Start on LEA referral eligibility criteria and IEP-IFSP procedures.

Notify Head Start of pertinent training sessions, so that staff and parents can attend when appropriate.

Include children placed in Head Start with an LEA IEP-IFSP in the Pupil Count, consistent with State and Federal requirements.

Co-plan and provide joint training on the Interagency Agreement.

Head Start will:

Co-plan, provide, and participate in joint training and/or information sharing activity on accessing early intervention services from community service providers.

Participate in training on the use and implementation of the jointly developed developmental screening.

Train appropriate staff in the use of the jointly developed referral packet.

Participate in other trainings as identified.

Participate in LEA provided training on possible classroom modifications and accommodations.

Provide training on Head Start referral procedures and eligibility criteria.

Notify LEA of pertinent training sessions, so that staff and parents can attend when appropriate.

Meet the obligation for providing a count of children with IEP-IFSPs through participation in the IEP-IFSP process.

Co-plan and provide joint training on the Interagency Agreement.

DISPUTE RESOLUTIONS

The administrator responsible for this Agreement, identified by each agency, shall be responsible for the interpretation and implementation of this Agreement. Individuals shall meet and attempt to resolve conflicts at the lowest possible level, with personal communication and written communication, prior to advancing to a higher level of administrative or supervisory involvement. The administrators responsible for this Agreement shall be the highest level of involvement. If the designated administrators are unable to agree, then a review and consideration of amendment of this Agreement shall be initiated.

INTERAGENCY AGREEMENT APPROVAL

This agreement shall become effective when signed by all parties. This agreement may be cancelled at any time by any of the parties upon 30 days written notice. The agreement will be reviewed annually and thereafter revised by mutual agreement.

Johnny W. Welton, Ed.D.,
Director,
Contra Costa
Special Education Local Plan Area

Johnny W. Welton
11-29-06

Date

Patricia Stroh, Ph.D.,
Deputy Director, Contra Costa County
Community Services Department (Head
Start)

Pat Stroh
10-31-06

Date

Mildred D. Browne, Ed.D.,
Asst. Superintendent,
Pupil Services and Special
Education/SELPA Director,
Mt. Diablo Unified School District

Mildred D. Browne Ed.D.

11-6-06

Date

Robert Kessler,
Superintendent,
San Ramon Valley Unified School
District

Robert Kessler

4/17/06

Date

Steve Collins,
SELPA Director,
West Contra Costa Unified School
District

Steve Collins

11/11/06

Date

APPENDIX J

INTERAGENCY AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND CALIFORNIA CHILDREN SERVICES (CCS)

INTERAGENCY AGREEMENT

between

CALIFORNIA CHILDREN SERVICES (CCS)

and

CONTRA COSTA COUNTY OFFICE OF EDUCATION

CONTRA COSTA SELPA

MT. DIABLO UNIFIED SCHOOL DISTRICT

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

November 1, 2006

INTERAGENCY AGREEMENT
BETWEEN
CONTRA COSTA COUNTY CALIFORNIA CHILDREN SERVICES (CCS)
MEDICAL THERAPY PROGRAM, CONTRA COSTA COUNTY OFFICE OF EDUCATION,
CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA,
MT DIABLO UNIFIED SCHOOL DISTRICT, SAN RAMON VALLEY UNIFIED SCHOOL
DISTRICT, AND WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

I. LOCAL INTERAGENCY AGREEMENT

The County Public Health Department and the Contra Costa County Office of Education (COE), Contra Costa Special Education Local Plan Area (SELPA), Mt Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District enter into this agreement for services to special-education pupils residing in Contra Costa County in order to facilitate interagency cooperation in providing medical diagnostic treatment and other designated services to eligible special-education pupils. This agreement is restricted to the Medical Therapy Program (MTP) portion of the California Children Services (CCS) program. The Public Health Director designee will act as liaison for the County Health Department.

II. DESCRIPTION OF PARTIES TO THE AGREEMENT

The purposes of California Children Services are: (1) To locate physically disabled children who may be in need of medical care. (2) To encourage all families with physically handicapped children to obtain the health services necessary to bring about maximum functional development of their children. (3) To provide financial assistance to help families obtain comprehensive health care for the disabling condition at the time care will be most effective. CCS provides orthopedic and pediatric clinical services in the Medical Therapy Unit (MTU) for medically eligible children. Medically necessary physical and occupational therapy are provided, regardless of financial eligibility. The local CCS program is administered by the Contra Costa County Department of Public Health as an independent County under the San Francisco regional Office.

The COE, SELPA, and Districts, are required to provide for all special education service needs of children residing within the Local Education Agency (LEA) boundaries. Each region in the State has developed a local plan describing how it would provide special-education services. Contra Costa SELPA, a multi-district SELPA (including Contra Costa County Office of Education, and the following fifteen school districts: Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda School District, Pittsburg Unified School District, and Walnut Creek School District), is administered by the Governance Council on behalf of the member Local Education Agencies (LEAs) and their governing Board of Trustees. The COE is a member of the Contra Costa SELPA with responsibility for hosting the Medical Therapy Units operated by CCS at this time in Contra Costa SELPA. Mt. Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified

School District, are each single-district SELPAs, which are responsible to their governing board. The Districts may be responsible for hosting additional Medical Therapy Units operated by CCS. For these purposes "SELPA" shall include Contra Costa SELPA, Mt Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District. Education will hereafter be referred to as a Local Education Agency (LEA) or Special Education Local Plan Area (SELPA).

III. STATEMENT OF PURPOSE

California Code 60310C facilitates implementation of services described in Sections 7572 and 7575 of the Government code. California Children Services and the Special Education Local Plan Area are required to develop and implement a local interagency agreement. This Interagency Agreement (IA) is intended to:

1. Ensure compliance with all mandates as stated in State and Federal Law and LEA and program policies.
2. Provide timely referrals between agencies that assure children the opportunity to utilize appropriate medical and educational facilities to achieve a maximum level of functioning.
3. Provide the framework to assure the individual with orthopedic and/or neuromuscular disabling conditions the opportunity to achieve a maximum level of physical and educational functioning.
4. Assure that the provision of medical therapy and educational services to children with disabilities are within Federal and State mandates.
5. Assure individual rights, protection and confidentiality for all pupils and parents.
6. Determine each agency's responsibilities to each individual child/student.
7. Implement the intention of the IA between CA Dept. of Ed. Special Education Division and Dept. of Health Services Children's Medical Services Branch.
8. Assure appropriate provision and utilization of space, equipment, and services dependent on pupil need and without duplication; and
9. Establish and maintain open channels of communication between CCS and LEAs, including a cooperative program of in-service training and periodic meetings.

IV. INTERAGENCY COMMUNICATION

Forms for referrals and two-way consent between agencies will be developed and revised by mutual agreement.

Special Education Local Plan Area

1. The COE Director or designee will act as the COE liaison to CCS. The SELPA Director or designee will act as SELPA liaison to CCS.
2. The COE and SELPA will be responsible for communication from the COE and SELPA to CCS concerning standards, agreements, or mutual-program needs.
3. The LEA will be responsible for communication to CCS regarding referrals and IEP communication.
4. The LEA and SELPA shall work with CCS to identify indirect service needs, which might be provided by CCS.
5. The COE site administrator of the host MTU and CCS MTU supervisor will meet annually and as needed to review the IA, provide agency updates, resolve issues, etc.

California Children's Services

1. A designated Medical Therapy Program (MTP) Manager will act as liaison to the SELPA and will be responsible for communication with the LEA.
2. CCS will be responsible for communication from CCS to the COE and SELPA concerning standards, agreements, or mutual program needs.
3. This MTP liaison will assume responsibility as defined by the State CCS Program.
4. A MTP therapist may provide indirect services, such as consultation, education, and information.
5. The CCS MTU supervisor and the COE site administrator of the host MTU will meet annually and as needed to review the IA, provide agency updates, resolve issues, etc.

V. INDIVIDUAL SERVICE OBLIGATIONS BY PARTIES TO THE AGREEMENT

A. INDIVIDUAL'S SERVICE NEED: STANDARDS

Special Education Local Plan Area

1. Shall provide the appropriate education program and environment for individuals with exceptional needs according to their individual educa-

California Children Services

1. Shall provide medically necessary physical and occupational therapy services under medical supervision to individuals eligible according to

tional program plan as delineated by federal and state laws.

2. Shall work with the California Children Services Medical Therapy Program to coordinate therapy program services.

the approved therapy plan, in accordance with standards established by California Children Services.

2. Shall assure that the medically necessary services prescribed by the physician are provided by physical therapists and occupational therapists in accordance with State licensure and professional ethics.

B. INDIVIDUAL'S SERVICE NEED: REFERRALS

Special Education Local Plan Area

1. The LEA will obtain signed parent/legal guardian consent to exchange information between agencies regarding a CCS application and with consent will provide medical information to CCS.
2. The LEA will refer pupils, birth to 21 years of age, who may have or are suspected of having a neuromuscular, musculoskeletal or other physical impairment requiring medically necessary occupational therapy or physical therapy.

California Children Services

1. CCS will obtain signed parent/legal guardian consent to exchange information between agencies regarding an educational referral and with consent will provide medical information to the LEA.
2. CCS shall refer the parents of an individual (age 0 - 19) who is receiving service from CCS to the local education agency if that individual is not enrolled in a school program or graduated from high school. Relevant medical information from CCS to the LEA shall be part of the written referral.
3. CCS shall accept referrals from the LEA and parents/legal guardians of pupils who may have or are suspected of having neuromuscular, musculoskeletal or other physical impairment that may require medically necessary occupational therapy or physical therapy.
4. CCS shall accept the LEA referral and shall process for medical and residential eligibility. If the medical records sent with the LEA referral are inadequate to determine eligibility for the CCS medical therapy program, CCS will:
 - a. Seek additional information if medi-

cal eligibility cannot be established.

b. Refer the pupil to a CCS panel physician for a neurological or other diagnostic examination.

c. If CCS determines that the pupil is ineligible because the pupil's medical condition is not a medical-therapy-program-eligible condition, CCS will notify the LEA of the determination of eligibility status for the medical therapy program through copy of the Notice of Action (NOA).

C. INDIVIDUAL'S SERVICE NEED: ASSESSMENT/EVALUATIONS/EXCHANGE OF INFORMATION

Special Education Local Plan Area

1. Shall assess the individual with suspected disability according to assessment requirements of Federal and State Laws to determine eligibility for special education.
2. Shall share with CCS all information pertaining to an individual who has been referred for service, upon receiving parent's informed consent.
3. The LEA shall provide 10 days' notice writing in CCS of all IEP meetings for those pupils eligible for the MTP.

California Children Services

1. CCS shall evaluate all children who are referred to the Medical Therapy Unit for determination of eligibility in accordance with State of California Children's Services Program policies, and State and Federal Law.
2. Shall share with the LEA all information generated by CCS pertaining to an individual who has been referred for service, upon receiving parents' informed consent.
3. If CCS determines the pupil has a medical therapy-program-eligible condition, CCS will propose a therapy assessment plan to the parents and obtain written consent for the assessment/evaluation of the need for medically necessary occupational therapy or physical therapy. This assessment plan for therapy shall be implemented no more than 30 days following the determination of whether the pupil has a medical-therapy-program-eligible condition.
4. CCS, upon receipt of the parent's written consent for an assessment, the CCS agency shall immediately send a copy of the parent's consent to the Special Education Administra-

tor in order to establish the date of the IEP team meeting.

5. When CCS determines a pupil is eligible for medically necessary occupational therapy or physical therapy, CCS will provide the district of residence Special Education Administrator and the parents a copy of the completed assessment report for therapy or a proposed therapy treatment plan prior to the scheduled IEP meeting. The report will include a description of the therapy services to be provided and therapy goals and objectives. This CCS/MTU treatment plan may be attached to the IEP.
6. When CCS determines a pupil is not eligible for medically necessary physical therapy or occupational therapy, the LEA and the parent shall be provided with a report and/or a statement that delineates the basis for the determination prior to the scheduled IEP meeting.

D. INDIVIDUAL'S SERVICE NEED:

INDIVIDUALIZED EDUCATION PROGRAM DEVELOPMENT, IMPLEMENTATION, AND REVIEW

Special Education Local Plan Area

1. LEA shall provide reasonable (10 days) notice to the therapists at the local California Children Services of the IEP team meeting for individuals who are receiving physical therapy/occupational therapy services.
2. LEA shall conduct an IEP meeting for each student referred to CCS for assessment within 50 days from date CCS received parental consent to assess.

California Children Services

1. After the CCS Medical Director has established eligibility those eligible may use the Medical Therapy Conference Team to evaluate and determine the medical necessity of physical therapy and occupational therapy for the physically disabled child.
2. Shall designate a staff member to participate in, or provide written input for any IEP meeting for a mutual client. Shall participate in the development of an individualized education program in accordance with State of California Children Services guidelines and Government Code

Section 7572. Conference calls or written information are acceptable forms of participation if sufficient information is provided through these means with prior parental consent.

3. LEA shall give adequate notice to CCS personnel of the date and location of a scheduled IEP meeting for a mutual client.
3. Shall provide parents with a copy of the approved medical therapy plan and the assessment report for therapy for inclusion in the individualized education program meeting when consent has been received from the parent. The summary of recommendations to the IEP team will include:
 - a. The pupil's present level of functional performance.
 - b. The proposed functional goals to achieve a measurable change in function, or recommendations for service to prevent loss of present function, and documentation of progress to date.
 - c. The specific related services required by the pupil, including physical therapy or occupational therapy intervention, treatment, consultation, or monitoring.
 - d. The proposed initiation, frequency, and duration of the services.
 - e. The proposed date of medical re-evaluation.
4. The IEP team must be convened when CCS plans to increase/decrease, change the type of intervention, or placement, or discontinue services for a pupil receiving medical therapy services; when there is an annual review, triennial review or a review requested by the parent or other LEA personnel.
4. Shall provide medically necessary physical therapy and occupational services as specified in the California Children Services approved treatment plan.

5. The district of residence Special Education Administrator will convene the IEP team to review all assessments, request additional assessments if needed, determine whether fine or gross motor or physical needs exist, and consider designated instruction and services or related services in accordance with the treatment plan developed by California Children Services that are necessary to enable the pupil to benefit from the special education program.
6. When the IEP team determines that occupational therapy or physical therapy services are necessary for the pupil to benefit from the special education program, goals and objectives relating to the activities identified in the assessment reports shall be written into the IEP and provided by personnel qualified pursuant to the California Code of Regulations, Title 5, Section 3051.6.
7. Shall delineate on the IEP provisions for transportation, if necessary, for an individual with exceptional needs to receive CCS services specified on the IEP when part of the school day.
5. Based on prior parent consent, shall communicate with parents and LEAs about any proposed changes in services (i.e., increase, decrease, change the type of intervention such as extended hospitalization or discontinued service for a pupil receiving medical therapy services), from those indicated in the CCS treatment plan by providing 10 days' notice of the Medical Therapy Conference to discuss the proposed changes.
6. Shall notify the district of residence Special Education Administrator within three days when the MTU is unable to provide the therapy as specified in the approved therapy plan for extended period of time.
7. CCS will provide medically necessary therapy services to those eligible children outside the IEP process as per the approved CCS Medical Therapy Plan.
8. The CCS/MTU staff will provide a final report to the district of residence Special Education Administrator and parent upon termination of treatment, including a summary of treatment and progress in meeting the goals on the approved therapy plan.
9. All changes in the service must be documented through the IEP process to align the MTP with the IEP including termination of treatment.

Special Education Local Plan Area

Shall ensure that, to the maximum extent appropriate, disabled children, including children in public or private institutions, are educated with children who are not disabled.

California Children Services

1. Occupational and Physical Therapy treatments shall be provided at the CCS-approved Medical Therapy Units and satellite sites.
2. Appropriate therapy consultative services may be provided at classroom sites as determined by CCS when requested by the LEA.

F. INDIVIDUAL'S SERVICE NEED: EQUIPMENT SUPPLIES

Special Education Local Plan Area

1. The host LEA shall cooperate with CCS in providing and maintaining supplies and equipment needed to provide CCS services at the MTU and/or satellite site.
2. The host LEA shall, through the budget development process, establish an annual budget for supplies and equipment used by the medical therapy unit.
3. The host LEA shall equip and maintain the medical therapy unit and any alternative treatment sites on public-school grounds and shall replace equipment as necessary. Equipment purchased shall remain property of the host LEA.
4. The host LEA shall be the agency fiscally responsible for the provision of supplies/ equipment necessary to support and maintain the function of the MTU.

California Children Services

1. Shall determine the basic needs of the medical therapy unit in accordance with State of California Children Services policy. CCS shall notify the host LEA of supplies and equipment needed to provide CCS services at an MTU and/or satellite site.
2. Shall establish a plan for the cooperative use of school-provided materials by the school and medical therapy unit.
3. When a child is financially eligible for CCS services, CCS may provide and maintain equipment for the sole use of physically disabled individuals, as prescribed by a physician and in accordance with California Children Services program standards.
4. The CCS program shall submit annually to the host LEA, a prioritized list and estimated cost of therapy equipment and supplies necessary to support and maintain the function of the MTU.
5. The County CCS Program shall pro-

vide the MTU with the necessary supplies for the individual child's medical records including photographic and splinting materials.

G. INDIVIDUAL'S SERVICE NEED: HOUSING

Special Education Local Plan Area

1. Host LEA shall provide space for the medical therapy unit and satellite for therapy services at other public school sites according to CCS guidelines. Facilities shall be located as conveniently as possible for the majority of CCS clients. (See addendum.) The medical therapy unit shall have necessary space and equipment to accommodate the following functions: administration, medical therapy conference, comprehensive evaluation, private treatment, activities of daily living, storage, and modification of equipment. The specific space and equipment requirements are dependent upon local needs as determined by joint agreement of State CCS, the local CCS, and SELPAs and approved by both the California Department of Education and the State Department of Health Services.
2. Shall work with the CCS Program to mutually plan for the establishment of a new and the modification or relocation of an existing MTU or therapy satellite.
3. The host LEA must provide access to the MTU and therapy program services during the CCS workday, on a 12-month basis.

California Children Services

1. CCS shall assist the local education agencies in determining the need for relocation or additional medical therapy units or satellites.
2. The MTP manager shall identify to the SELPA the need for a MTU or therapy satellite based on the number of hours of prescribed treatment and the space required providing medically necessary therapy services. This will be coordinated with CCS State Therapy Consultants.
3. The space and equipment of the medical therapy unit and medical therapy unit satellite shall be for the exclusive use of the CCS' staff when they are on site. It is recognized by CCS that a school site may utilize the therapy room when therapy per-

sonnel are not on site.

4. The host LEA recognizes that a school site may utilize the therapy room when therapy personnel are not on site. It is further recognized that it is a school responsibility to have the room available and in appropriate order for regularly scheduled therapy. The host LEA Administrator /designee shall coordinate with the CCS' staff for other use of the space or equipment when the CCS' staff is not present.
5. The host LEA shall contact the Therapy program manager whenever a need arises to relocate or open a new medical therapy unit or satellite site. These sites shall be appropriate to the construction, relocation, remodeling or modification of medical therapy units and must be mutually planned and approved by the California Department of Education and the State Department of Health Services in accordance with guidelines by the two State agencies.
6. The Interagency Agreement recognizes that educational services, as agreed upon and specified on IEPs shall be provided by an educational agency at no cost to the parents.

4. The Therapy program manager shall contact the SELPA Director /designee whenever a need arise to relocate or reopen a new medical therapy unit or satellite site. These sites shall be appropriate to the remodeling or modification of medical therapy units and must be mutually planned and approved by the California Department of Education and the State Department of Health Services in accordance with guidelines established by the two State agencies.
5. This Interagency Agreement recognizes that CCS shall provide CCS MTU services, as agreed upon and specified on IEPs, at no cost to the parents.

H. INDIVIDUAL'S SERVICE NEED: TRANSPORTATION

Special Education Local Plan Area

Shall provide transportation to the medical therapy unit in accordance with the IEP.

California Children Services

Shall coordinate with the district of residence when transportation services are needed in order to provide therapy services designated in the IEP.

I. INDIVIDUAL'S SERVICE NEED: DUE PROCESS -- PROCEDURAL SAFEGUARDS

Special Education Local Plan Area

1. Shall comply with procedural safeguards and due process guarantees pursuant to State Appeal Procedures, and for children who are enrolled in public education and being served through an IEP, shall comply with Education Code 56500-56507.
2. During the pendency of any administrative or judicial proceeding regarding a complaint, unless the public agency and the parents of the child agree otherwise, the child involved in the complaint must remain in his or her present educational placement, provision of regulation.
3. When services required and authorized by an IEP as designated responsibility of CCS are not provided, the LEA shall arrange for similar service from an authorized provider and bill the cost to CCS as provided by law.

California Children Services

1. Shall comply with all California Children Services State Appeal Procedures and comply with Title 2, Division 9, Chapter 1 of the California Code of Regulations.
2. During the pendency of any administrative or judicial proceeding regarding a complaint, unless the public agency and the parents of the child agree otherwise, the child involved in the complaint must remain in his or her present educational placement, per provision of regulation.

J. INDIVIDUAL'S SERVICE NEED: CONFIDENTIALITY

Special Education Local Plan Area

1. Shall assure the confidentiality of educational information as required by Federal and State laws and regulations.
2. Shall release information according to Section 431(c), Title 5, California Code of Regulations, which implements Education Code Section 49050 and 34 CFR 300.560-573, including a provision ensuring rights of those individuals defined a parent pursuant to

California Children Services

1. Shall assure the confidentiality of medical and educational information in accordance with California Children Services program standards, Federal and State law and regulations.
2. Shall release relevant confidential patient information only with written parental consent.

34 CFR 300.10 and California Education Code.

3. May be required to participate in a due-process hearing in accordance with Section 56505 of Education Code.
3. May be required to participate in a due-process hearing in accordance with Federal and State law.

VI. MISCELLANEOUS PROVISIONS

A. STAFF DEVELOPMENT

Special Education Local Plan Area

1. Shall provide ongoing staff development for school personnel, in accordance with LEA policy and Federal and State laws and regulations. Shall notify CCS personnel of staff development activities as appropriate.
2. The LEA shall designate staff to participate in training on contents and intent of this agreement and the laws and regulations governing CCS.

B. ADMINISTRATION

Special Education Local Plan Area

The local education agency shall accept the California Children Services determinations for need of medically necessary physical therapy and occupational therapy.

California Children Services

1. Shall provide ongoing staff development for therapy personnel in accordance with California Children Services program standards, Federal and State laws and regulations. Shall notify educational personnel of staff development training as appropriate.
2. The therapy program manager shall designate staff to participate in training on content and intent of this agreement, and the laws and regulations governing the LEA.

California Children Services

CCS shall accept the LEA determination of the educational placement of individuals, in keeping with the IEP.

VII. REIMBURSEMENT FOR MEDICAL THERAPY SERVICES

BACKGROUND:

Local CCS programs may reimburse LEAs when CCS-prescribed and approved physical therapy (PT) and occupational therapy (OT) services are provided/purchased by the LEAs. These services must be part of the MTU-approved therapy plan (ATP) and be identified in the child's Individualized Education Plan (IEP).

Additionally, these services must be identified as the responsibility of the County's CCS MTP program, yet for a variety of reasons, the CCS MTP is unable to fulfill their responsibilities.

The Individuals with Disabilities Education Act (IDEA) requires LEAs to provide or purchase any related services placed in a child's IEP when the state agency required to provide these related services is unable to do so. Therefore, when the MTP cannot provide the therapy services in an approved therapy plan identified in the child's IEP, the LEA must purchase or arrange for the provision of these services.

Federal law permits LEAs to seek reimbursement for any related service identified in the child's IEP that they provide or purchase on behalf of another state agency. Law requires the other agency, to reimburse the LEA.

A. POLICY
LEA

1. It is understood that the essence of this policy is to attempt to address a child's therapy needs in those cases where the CCS MTP will be unable to implement the ATP for an extended period of time. It is NOT designed to be implemented for short-term CCS staff absences (i.e., employee illness for a few days, employee vacations.)
2. LEA will notify the MTP of the date and time of an IEP meeting for a child receiving therapy services from the LEA on behalf of CCS so the MTP staff may represent the MTP at the meeting. The LEA therapy provider shall not represent CCS at any IEP meeting.

B. REQUIREMENTS OF THE LEA FOR IMPLEMENTATION
LEA

1. Use employees or contractors who are licensed/certified PT or OT professionals performing within their defined scope of practice.
2. Maintain copies of current license/certification of all employees/contractors providing PT and OT services.

CCS

1. It is understood that the essence of this policy is to attempt to address a child's therapy needs in those cases where the CCS MTP will be unable to implement the ATP for an extended period of time. It is NOT designed to be implemented for short-term CCS staff absences (i.e., employee illness for a few days, employee vacations.)
 2. CCS MTP will inform LEA with as much advance notice as possible that it will be unable to provide the Approved Therapy Plan for identified children. Also, the MTP will provide the LEA up to a 30-day notice when it will be able to resume/begin therapy services for the individual children.
- CCS
1. For every child receiving CCS approved services from a LEA, the MTP must document the following information in the child's MTP record:
 - a. The child is medically eligible and is enrolled in the MTP.
 - b. An MTU therapist or CCS-paneled therapist has completed the initial evaluation and developed a therapy plan.
 - c. The child has a current CCS ATP with functional goals, objectives, frequency, and duration of therapy services.
 - d. The CCS ATP has been included in the child's IEP.
 - e. The MTP has made significant effort to provide the services at an MTU or through the purchase of the services through a vendored community PT or OT provider.
 2. The County MTP chief/supervising therapist (or designee in independent counties) shall ensure appropriate oversight of LEA therapy services. Oversight shall include the review of:

3. Ensure that PT and OT treatment services are 1) provided an adequate space that allows for privacy for the child, and 2) use the equipment necessary for the provision of medically necessary PT and OT services as prescribed in the ATP (services may include therapy treatment, instruction, and monitoring of home programs, and classroom therapy activities.) May use the MTU.

4. Method to be used by the LEA to document the provision of PT and/or OT services. Documentation requirements include, but are not limited to:

- a. Number of individual sessions.
- b. Response to treatment and functional levels.
- c. Benefits of therapy.
- d. Time allotted for delivery of services.
- e. Completion of reports regarding provision of services and achievement of functional goals.
- f. Recommendations for ongoing treatment or requests for required additional medically necessary equipment, as appropriate.
- g. Documentation of "a-f" shall be submitted to the Chief/Supervising Therapist on a monthly basis with the invoice from the LEA Administrator.

- a. Therapy-provider evaluations, progress notes, proposed therapy plans, and recommendations for therapy services for individual MTP-enrolled children.
- b. Review and approval of the invoices for reimbursement to the LEA.

C. ESTABLISHMENT OF REIMBURSEMENT RATE / PAYMENT PROVISIONS

1. LEA will negotiate with the MTP and establish an agreed upon hourly rate of reimbursement for PT/OT services. The specific rate of reimbursement will be identified in a side letter to this agreement.
 2. Annually, as part of the review and renewal process of this agreement, the hourly rate
1. The LEA and establish an agreed-upon hourly rate of reimbursement for PT/OT services. The specific rate of reimbursement will be identified in a side letter to this agreement.
 2. Annually, as part of the review and renewal process of this agreement, the hourly rate of

of reimbursement will be established and included as a side letter.

3. When LEA -provided therapy services as described in this addendum, they will submit a monthly invoice to the MTP chief/supervising therapist with the following information:
 - a. Name of the therapist(s).
 - b. Name of the children who received treatment during the month.
 - c. Number of treatment hours provided by the treating therapist(s). Treatment time is to be accounted for in 15-minute increments and reflected as ¼-hour = 15 minutes, ½-hour = 30 minutes, ¾-hour = 45 minutes, 1.0 hour = 60 minutes.
 - d. Indirect treatment time is to be calculated at a rate of ¼-hour for every 1.0 hour of direct treatment. Indirect treatment time is included in the invoices, although reflected separately.
4. Any disputes regarding invoices /payments will attempt to be resolved between the LEA representative and the MTP chief/supervising therapist. If necessary, unresolved disputes will be forwarded to the SELPA Director and CCS Administrator for resolution.

reimbursement will be established and included as a side letter.

3. Upon receipt of a properly completed invoice, with the requisite back-up documentation, the MTP chief/supervising therapist will approve and forward the invoice to the CCS Administration for processing.
4. Any disputes regarding invoices/payments will attempt to be resolved between the LEA representative and the MTP chief/supervising therapist. If necessary, unresolved disputes will be forwarded to the SELPA Director and CCS Administrator for resolution.

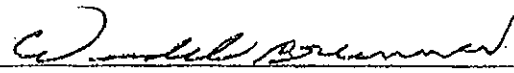
VIII. DISPUTE RESOLUTION BETWEEN AGENCIES

Whenever there is a dispute regarding provision of services, Article 9, Sections 60600 and 60610 of the Education Code may be applied by either agency. Every effort will be made to prevent and resolve disputes before application of this formal process.

IX. TERM OF AGREEMENT

This Agreement shall become effective when signed by all parties. Given section 60310 part C of the Title 2, Division 9, Chapter 1 of the California Code of Regulations, we agree to commit meeting to address any changes in regulations or law to remain compliant. The COE and SELPA designee and CCS Administrator/designee will meet informally to discuss modifications and will return to respective agencies for approval. Any amendments or modifications of this Agreement during this term will be by mutual consent and in writing. This agreement will remain in effect until such time as it is replaced or revised by mutual agreement or may be terminated with a 30 day notice provided by one of the parties.

Wendel Brunner, M.D.,
Director of Public Health
Contra Costa County

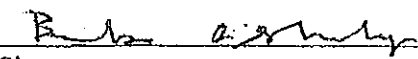


Signature

11/27/06

Date

Barbara Sheehy, M.S.,
CCS Administrator,
Contra Costa County

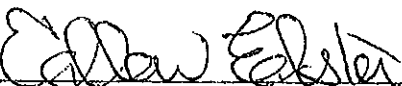


Signature

11/22/06

Date

Ellen Elster,
Deputy Superintendent,
Contra Costa County Office of Education

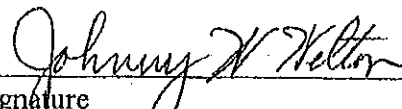


Signature

11/29/06

Date

Johnny W. Welton, Ed.D.,
Director
Contra Costa SELPA



Signature

11-29-06

Date

Mildred D. Browne, Ed.D.,
Asst. Superintendent,
Pupil Services/Special Education/
SELPA Director,
Mt. Diablo Unified School District

Mildred D. Browne Ed.D.
Signature

11-28-06
Date

Steve Collins,
SELPA Director,
West Contra Costa Unified School District

Steve Collins
Signature

11/29/06
Date

Robert Kessler,
Superintendent,
San Ramon Valley Unified School District

Robert Kessler
Signature

11/28/06
Date

APPENDIX K

INTERAGENCY AGREEMENT BETWEEN

REGIONAL CENTER OF THE EAST BAY

AND THE

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

INTERAGENCY AGREEMENT

between

REGIONAL CENTER OF THE EAST BAY

and

CONTRA COSTA SELPA

MT. DIABLO UNIFIED SCHOOL DISTRICT

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

October 11, 2006

INTERAGENCY AGREEMENT

The purpose of this Interagency Agreement is to describe selected policies and procedures relating to the implementation of the Individuals with Disabilities Education Act, Parts B and C (hereinafter referred to as Parts (B) and (C) and its implementing regulations).

The parties to this agreement are Regional Center of the East Bay (RCEB), Contra Costa SELPA, a multi-district SELPA (including Contra Costa County Office of Education, and the following fifteen school districts: Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda School District, Pittsburg Unified School District, and Walnut Creek School District), Mt. Diablo Unified School District, San Ramon Valley Unified School District, and West Contra Costa Unified School District, which are each single-district SELPAs. Education will hereafter be referred to as a Local Education Agency (LEA) or Special Education Local Plan Area (SELPA).

Specifically, this agreement defines the financial responsibilities of each agency, procedures for resolving disputes, and other components necessary to ensure effective cooperation and coordination between the two (2) agencies when children ages birth to 21 are referred between or served by both a Regional Center and a (LEA).

B. Child Find / Case Finding.

The RCEB and SELPA shall work cooperatively to meet the respective child find / case finding requirements and conduct activities to identify children eligible for Part C services.

RCEB	SELPA
<ol style="list-style-type: none"> 1. Shall assist parents of appropriate children (birth – 19 years) in making written referrals to the LEAs/district. 2. Shall provide information to school districts regarding eligibility screening, though actual intake requires a request for intake by the parent, guardian or unconserved adult. 3. Shall provide information and community education activities regarding RCEB services, such as (1) assigning liaisons to local hospitals and hospitals with neonatal intensive care units; (2) contacting local parent organizations; (3) distributing early intervention materials to agencies and individuals providing services in the community; (4) community-wide health and developmental screening; (5) producing pamphlets, brochures and other written communications; (6) making presentations to local professional groups and other organizations that serve culturally diverse populations. 	<ol style="list-style-type: none"> 1. Shall assist parents of appropriate individuals (regardless of age) in making referrals to RCEB. 2. Shall accept all referrals from parents, teachers, agencies and appropriate professional persons of RCEB consumers birth-19 years of age for screening and possible development of the assessment plan. The referral may initiate the assessment process for special education eligibility. 3. Shall provide information and community education activities regarding special education services, such as (1) assigning liaisons to local hospitals and hospitals with neonatal intensive care units; (2) contacting local parent organizations; (3) distributing early intervention materials to agencies and individuals providing services in the community; (4) community-wide health and developmental screening; (5) producing pamphlets, brochures and other written communications; (6) making presentations to local professional groups and other organizations that serve culturally diverse populations.

A. Exchange of Agency Policy and Procedure Information:

The RCEB and SELPA shall facilitate the exchange of agency information.

RCEB	SELPA
<p>1. Shall designate the appropriate Associate Director(s), or designee of RCEB as liaison person(s) responsible for facilitating interactions with the SELPA.</p>	<p>1. Shall designate the SELPA administrator, or designee as the liaison person responsible for facilitating interactions with RCEB.</p>
<p>2. Shall disseminate information to the SELPA regarding RCEB's services, policies, and procedures (such as confidentiality requirements).</p>	<p>2. Shall disseminate information to SELPA regarding educational services and procedures (such as requirements). Shall notify RCEB of program changes.</p>
<p>3. Shall invite representatives from districts to participate in relevant in-service training workshops, seminars, and conferences. The notices shall be sent to the SELPA Administrator, who will distribute them to appropriate staff members.</p>	<p>3. The SELPA administrator will invite RCEB staff to participate in relevant in-service training, workshops, seminars, and conferences. The notices will be sent to the Associate Director(s) of RCEB, who will distribute them to appropriate staff members.</p>
<p>4. Shall assist in the identification of resources that may facilitate the implementation of the Individualized Education Program/ Individualized Family Service Plan, Individual Program Plan (IEP / IFSP/IPP).</p>	<p>4. Shall assist in the identification of resources that may facilitate the implementation of the Individualized Education Program/ Individualized Family Service Plan (IEP / IFSP).</p>
<p>5. Shall provide information and in-service training regarding RCEB services to SELPA personnel upon request.</p>	<p>5. Shall provide information and in-service training regarding special education services to RCEB personnel upon request.</p>

C. Transfer of Consumer / Student Information for Individuals Requesting Services:

The individual with exceptional needs who is developmentally disabled or is at risk for developmental delay and/or parents who are served by RCEB have the right to authorize that all relevant information be available to the team developing the Individualized Education Program / Individual Program Plan / Individualized Family Service Plan (IEP / IPP / IFSP).

RCEB	SELPA
1. When requesting information regarding a student, RCEB shall obtain and provide to the SELPA written authorization to release information from the consumer or parent.	1. When requesting information regarding a consumer, the SELPA shall obtain and provide to RCEB written authorization to release information from the student or parent.
2. Shall provide (with written authorization) the latest IPP/IFSP, Program Plan Review and other appropriate materials. There shall be no cost to the SELPA.	2. Shall provide (with written authorization) the reports completed within the last school year (unless otherwise specified) including assessments, diagnostic, and IEP documents. There shall be no cost to RCEB.
3. Shall make arrangements in advance with the school prior to visiting a classroom to obtain information for the development of the consumer's IEP/IPP, and will sign in at the office upon arrival at the school.	3. Shall facilitate RCEB staff visits to classrooms to obtain information for development of the IEP/IPP.
4. Shall secure parent/guardian approval and send a release form to the SELPA, which allows school personnel to invite RCEB case managers to IEP meetings, other than unconserved individuals over 18 years of age who can sign their own release.	4. Upon release from parents/guardians, shall invite RCEB Case Managers to student's IEP meeting, which are arranged by school personnel and parents, other than unconserved individuals over 18 years of age who can sign their own release.

D. Assessments:

The individual with exceptional needs who is developmentally disabled and served by RCEB shall have the benefit of appropriate assessments to develop the Individualized Education Program / Individualized Transition Plan / Individual Program Plan (IEP / ITP / IPP). For Individualized Family Service Plan (IFSP), guidelines for consumers/children from birth to age three refer to Section J.5.C.

RCEB	SELPA
<ol style="list-style-type: none"> 1. Shall provide necessary assessments (which are not required to be provided by other agencies) for completion of the RCEB consumer's data base for: <ol style="list-style-type: none"> 1.1 Purpose of diagnosis to determine eligibility for services. 1.2 Planning the Individualized Family Service Plan (IFSP) 1.3 Planning the Individualized Program Plan (IPP). 2. Shall assist parents of appropriate individuals in making referrals to the district of residence for assessment to determine possible special education services. 3. Shall conduct RCEB assessments within the time limits specified in the Welfare and Institutions Codes and applicable laws and regulations. 	<ol style="list-style-type: none"> 1. Shall assure that the appropriate assessments are completed on all students referred for possible placement, including all areas related to the suspected disability, utilizing RCEB information where possible to avoid duplication of recent assessments. 2. Shall refer parents of potential Regional Center consumers to RCEB for determination of eligibility. 3. Shall conduct appropriate assessments as specified in California Education Code and California Administrative Code, Title V Regulations, within the specified number of days, as required by law, of receipt of written parental approval of assessment plan.

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| <p>4. Shall share RCEB assessments with the Department of Rehabilitation (given student/parent consent) that are necessary to determine eligibility for rehabilitation/habilitation vocational/training services.</p> | <p>4. Shall share educational assessments (given student/parent consent) with Department of Rehabilitation for determining the student/consumer's eligibility to State Department of Rehabilitation Services for student to make the transition from school to work.</p> |
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E. Individualized Education Program / Individualized Transition Plan / Individual Program Plan (IEP / ITP / IPP):

The individual with exceptional needs who is developmentally disabled and/or parents who are served by RCEB should have the benefit of cooperative planning and programming. For (IFSP) guidelines for consumers / children birth to age three, refer to Section J.5.E.

RCEB	SELPA
1. Shall encourage parents to inform education staff to participate in, or submit written information for the development of the IPP.	1. Shall encourage parents to invite RCEB staff to participate in, or submit written information at any meeting for the development of IEPs/ITPs for known RCEB consumers.
2. Shall recognize the educational agency, as having the responsibility for the development of the educational and/or transition plan and determination of the educational placement, furthermore, shall include all or part of the consumer's IPP.	2. Shall have the responsibility for developing the IEP / ITP, determination of educationally related services and/or educational placement. This shall constitute the educational section of the IPP and will be forwarded, given parent permission, to RCEB upon completion.
3. Shall provide for an RCEB staff member to participate (by attendance, providing written input, and/or consultation) in the development of each IEP/ITP upon parent/consumer request.	3. Where appropriate and feasible, designate appropriate school staff to participate in, and/or submit written information to the IPP meeting for services needed outside of the educational program. (Such requests from the case manager shall be made to the Program Specialist for SELPA Administrator).

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| <p>4. Shall ensure, through direct services, referral, or purchase, those services specified in the IPP, other than educational services.</p> <p>5. Shall provide transportation to and from non-educational programs per RCEB consumer service guidelines and IPP objectives and plans. Each agency will establish cooperating transportation services within the limitations of each agency's parameters.</p> | <p>4. Shall be responsible for educationally related services either by directly providing, or by causing them to be provided through another agency, identified in the IEP/IPP.</p> <p>5. Shall provide transportation to and from educational programs and services as specified in the IEP objectives and plans. Each agency will establish cooperating transportation services when possible within the limitations of each agency's parameters.</p> |
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F. Education for 16-21 Year Old Individuals:

The individuals with exceptional needs who are developmentally disabled and 16-21 years old should have the benefit of cooperative planning and programming through an Individualized Transition Plan (ITP). The transition process may begin earlier if deemed appropriate by the IEP team.

RCEB	SELPA
<p>1. Shall cooperate with SELPA staff to enhance and implement a smooth transition from the school to adult services. The planning shall begin when the consumer is 16 years old or earlier, if appropriate, and will continue until age 22 or when the student exits school.</p> <p>2. Shall inform consumers and parents of available vocational, residential, recreational, independent living and adult services in the community as soon as appropriate.</p>	<p>1. Shall cooperate with RCEB staff to enhance and implement a smooth transition from the school to adult services. The planning shall begin when the student is 16 years old or earlier, if appropriate, and will continue until age 22 or when the student exits school.</p> <p>2. Shall inform student and parents of vocational, independent living, recreational services and transition programs for students ages 16 through 21 available from the schools and community as soon as appropriate.</p>

3. Shall attend the IEP/ITP meetings in which the student's ITP completion of the student's educational program or graduation criteria are discussed (as deemed appropriate and feasible by the case manager). Representatives of other involved agencies should be encouraged to attend IEP and IPP meetings.
 4. Shall provide input into the initial and subsequent ITP regarding future, vocational, residential, independent living, recreational and other community services.
 5. Shall, in accordance with the RCEB Consumer Service Guidelines and SB 807, provide or arrange for funding of adult services.
3. Shall invite the RCEB case manager to the IEP meetings in which the student's ITP, completion of the student's educational program and graduation criteria are discussed; which should occur prior to the student's 16th birthday. Information provided to the IEP team regarding graduation criteria shall be included. Representatives of other involved agencies should be encouraged to attend IEP and IPP meetings.
 4. Shall invite the RCEB Case Manager to attend any subsequent IEP/ITP meeting in which plans are discussed for students exiting from school and entering the recreational and other community adult services.
 5. Shall, in accordance with the IEP/ITP, refer students to appropriate school-linked adult services, such as Regional Occupational Programs (ROP) and Workability. In accordance with the IEP/ITP, provide students with appropriate educational, vocational and other related educational services as identified in the IEP or ITP, through age 21 years, unless the IEP team agrees that the student has completed course of study or has graduated.

6. Shall, in accordance with RCEB Consumer Service Guidelines, provide or arrange for funding the adult day program services for consumers 22 years old or older. Such services for consumers under 22 years old are available through generic resources (i.e., public school programs, Department of Rehabilitation, and Habilitation Programs). In accordance with RCEB Consumer Service Guidelines, the assigned case manager will assist in the coordination for students under 22 (and at least 18 years of age) when the IEP team, inclusive of the Regional Center Case Manager, agrees to graduation before age 22.
6. Shall inform student/family of appropriate program options that are available within the public school programs, for students between age 18 through their 21st birthday who have not exited. In September LEA Administrator shall provide names of students who will be exiting at the end of the school year.

G. Consumer / Pupil Relocation:

The individual with exceptional needs who is developmentally disabled and/or parent(s) who are served by RCEB shall have the benefit of cooperative planning in any proposed relocation of the consumer/pupil.

RCEB	SELPA
<ol style="list-style-type: none"> 1. The assigned case manager shall send a completed "RCEB School Transfer Form" to the appropriate SELPA Administrator of the placement or potential placement of any child in a licensed residential facility located in the SELPA who is potentially eligible for special education and shall identify the individual responsible for representing the interests of such children for educational and related services. 	<ol style="list-style-type: none"> 1. Shall provide appropriate educational services for any individual with exceptional needs who has been placed in a Licensed Children's Institution (LCI) within the SELPA.

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| <p>2. When RCEB places a consumer in a residential facility in a member district of the SELPA, which has attendance at an on-grounds certified non-public schools as prerequisite for residential placement, even though it has finally been determined pursuant to special education "due process" procedures that there is an appropriate public education program in the community, then RCEB shall pay the educational cost at the residential facility. Prior to this placement, approval must be obtained from the Department of Developmental Services.</p> | <p>2. Shall, through the IEP process, be responsible for special education and related services, not the responsibility of other agencies, including the residential and other non-educational costs. The placing LEA is responsible for the cost of implementing the IEP. LEA staff will assist parents to obtain services from other responsible agencies.</p> |
| <p>3. Shall be responsible for residential and other costs consistent with RCEB Consumer Service Guidelines and in accordance with the schedule of maximum allowance of a State certified nonpublic, nonsectarian school, when the placement is jointly determined by the school and RCEB, and is necessary to implement both the IEP and the IPP.</p> | <p>3. Shall be responsible for education costs of a State certified nonpublic school when the placement is jointly determined and is necessary to implement both the IEP and the IPP.</p> |
| <p>4. For children in out of home placement, RCEB shall identify who is the authorized parent/conservator with authority to sign in all matters related to the student's educational program.</p> | <p>4. Shall insure that the parent/conservator or surrogate parent is involved to the same extent as a natural parent.</p> |

H. Due Process / Procedural Safeguards:

The individual with exceptional needs who is developmentally disabled and/or parent(s) who are served by RCEB shall be afforded individual rights and protections as required by Federal and State statutes. For dispute resolution procedures for children birth to three served under Part C, refer to Section J.5.I.

RCEB	SELPA
<p>1. Shall maintain a planning and advocacy role for Regional Center consumers.</p>	<p>1. Shall maintain a planning and advocacy role for pupils enrolled in Special Education.</p>

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| <ol style="list-style-type: none"> 2. Shall explain and provide for parents, staff and agencies the RCEB and educational agency's due process hearing procedures. 3. Shall advise individuals and parents/guardians of their rights and protections as mandated. 4. Shall exchange representatives at IEP/IPP, hearing, and other meetings, when indicated and/or requested. 5. Representatives of RCEB and SELPA will work together to develop written descriptions of each agency's procedures for handling questions, complaints and appeals. The procedures will be distributed to consumers, students and parents by each agency as needed. | <ol style="list-style-type: none"> 2. Shall explain and provide for parents, staff and agencies the RCEB and educational agency's due process hearing procedures. 3. Shall advise individuals and parents/guardians of their educational rights and protections as mandated. 4. Shall exchange representatives at IEP/IPP, hearing, and other meetings, when indicated and/or requested. 5. Representatives of RCEB and SELPA will work together to develop written descriptions of each agency's procedures for handling questions, complaints and appeals. The procedures will be distributed to consumers, students and parents by each agency as needed. |
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I. Specialized Equipment:

The individual with exceptional needs who is developmentally disabled and served by RCEB considered for the appropriate Specialized Equipment.

RCEB	SELPA
<ol style="list-style-type: none"> 1. Shall provide or assist in the acquisition of specialized equipment for home use, which is not available from other generic agencies. 2. Shall be part of the IEP Team to determine the functional objectives for the use of the equipment. 3. Shall follow the agencies procedure for acquisition of equipment and coordinate implementation. 	<ol style="list-style-type: none"> 1. Shall provide or assist in determining what equipment best meets the educational benefit to meet the educational objectives. 2. Shall be part of the IEP team in determining the educational objectives and training necessary. 3. Shall follow the agencies procedures for acquisition of equipment and coordinate implementation.

4. Any equipment purchased for the consumer by RCEB shall become the property of the consumer for as long as it is meeting a functional need. All purchased items are the property of the State of California, and should be returned when no longer needed or of benefit.

4. All equipment provided for educational objectives is to be used by the student as long as he/she remains in the district and can benefit from the use of the equipment. Equipment remains the property of the school district.

J. **Early Start Program:**

The purpose of this section is to describe selected policies and procedures specifically relating to the implementation of Part C of the Individuals with Disabilities Education Act for individuals with exceptional needs, ages birth through three years, and their families.

1. **PAYER OF LAST RESORT**

A. **Financial Responsibility**

All parties to this agreement will operate within the provisions of the State Interagency Agreement executed between the Department of Developmental Services (DDS) and the California Department of Education (CDE). Due to the importance of the provisions entitled "Payer of Last Resort," those pertinent sections of the state interagency agreement are presented on the following page:

1. **Definition** – "Payer of Last Resort" means the Regional Center or Local Education Agency (LEA) that is ultimately responsible to arrange, provide or pay for appropriate early intervention services, as defined in 34 CFR, Section 303.12, as listed on an Individualized Family Service Plan (IFSP) as an entitled service, after all other providers or payers have been considered and eliminated because their legal responsibilities have been fulfilled under state or federal law.
2. **Regional Center** – The Regional Center will be the payer of last resort for all Part C eligible infants who are Regional Center consumers as defined by state law and policies and the annual state application. This includes infants who may be eligible for both Regional Center and special education services. It will not include infants with solely visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.
3. **Local Education Agency** – The LEA will be the payer of last resort of those infants with solely visual, hearing or severe orthopedic impairment, or any combination thereof, who meet the criteria in Sections 56026 and

56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations.

PAYER OF LAST RESORT
RESPONSIBLE TO ENSURE THE PROVISION OF
APPROPRIATE EARLY INTERVENTION SERVICES

<u>CATEGORY</u>	<u>PAYER OF LAST RESORT</u>
1. Developmental Delays	
Cognitive Development	DDS – Regional Centers
Physical & Motor Development	DDS – Regional Centers
Orthopedically Impaired	CDE – LEAs
Vision*	CDE – LEAs
Hearing*	CDE – LEAs
Communication Development	DDS – Regional Centers
Social / Emotional Development	DDS – Regional Centers
Adaptive Development	DDS – Regional Centers
2. Established Risk	DDS – Regional Centers
3. At High Risk	DDS – Regional Centers

** Who meet education's eligibility criteria and do not meet Regional Center's eligibility criteria.*

B. Maintenance of Effort

Regional Center of the East Bay and LEAs will continue to provide referral and assessment services as required by law.

Although RCEB is the designated payer of last resort for children jointly served by RCEB and Special Education, the LEA shall provide early intervention services, which include: assessments, special education services, and implementation of IFSP, and service coordination to infants that meet both agencies' eligibility criteria. The LEA maintenance of effort shall be defined by the 1980-81 mandate and/or its 1992-93 level of state funding. Once the LEA reaches its capacity based on the above-mentioned criteria, it shall refer potential dually eligible infants and toddlers to RCEB, which shall then assume the responsibility of providing early intervention services to all dually eligible infants and toddlers.

If the LEA falls below its funded capacity, RCEB can then refer dually eligible infants and toddlers to the LEA. The LEA shall notify RCEB when it reaches its funded capacity and when openings for services occur. The minimum funded capacity based on 1992-93 funding levels shall be as follows:

Contra Costa SELPA	27
Mt. Diablo USD	15
West Contra Costa USD	57
San Ramon Valley USD	15

2. PROGRAM IMPLEMENTATION POLICIES

A. Referral Procedures

1. RCEB and Special Education agree to use the "Referral for Interagency Service Coordination Intake" form. The party to be notified of the referral to RCEB is the Early Intervention Intake Coordinator. The party to be notified at the LEAs is designated by each SELPA. The 45 day timeline begins on the day the referral is received by either RCEB or Special Education.
2. If either agency receives a referral for an infant or toddler who is eligible for Part C but does not meet the eligibility criteria of that agency, a written or verbal referral will be made to the appropriate agency within two (2) working days with parental consent.
3. For an infant or toddler who appears eligible and may require services from both agencies, the written referral will be developed by the agency receiving the notification. The written referral will then be transmitted to the other responsible agency within two (2) working days. This two (2) day period is included within the 45-calendar day timeline for development of IFSP.
4. For transfer of responsibility of an IFSP to either agency for Part C services of dually eligible infants, Regional Center of the East Bay and LEAs shall use existing information whenever possible to determine continued eligibility and minimize delay in provision of appropriate early intervention services.
 - 1) The sending party will notify the receiving party within two days and transmit infant or toddler record to expedite service planning and provide parents with intake person's name and number at RCEB / LEA.

- 2) The receiving party shall:
 - a) Assign a service coordinator as specified in Section 52060;
 - b) Arrange, purchase or provide early intervention services to the extent possible within existing resources as specified on the infant or toddler's IFSP as soon as possible; and
 - c) Within 30 days of receipt of evaluation and assessment materials from the transferring agency, determine eligibility and conduct a periodic review of the IFSP.

B. Intake Procedures for Dually Eligible Infants and Toddlers

When the LEA or RCEB receives a referral, that agency will notify the other agency of the referral. A decision shall then be made regarding which agency will conduct the intake meeting. RCEB and LEA will develop procedures for sharing intakes. Factors to consider in determining which agency should conduct the intake are:

1. The agency more likely to play a prominent role with the child and family.
2. The needs and concerns identified by the family.

In some cases, it may be decided that the intake/assessment should be done by both agencies.

C. Evaluation for Eligibility and Assessment

RCEB will provide evaluations/assessments not normally provided by Special Education when the assessment is needed for RCEB diagnostic eligibility purposes to determine the presence of, or the substantially handicapping nature of, a developmental disability. All generic-funding sources must be utilized before RCEB will purchase any assessment.

If Special Education Staff conduct the intake interview, and an assessment is needed that is within the purview of RCEB, a copy of the intake plus appropriately signed copies of the "Consent for Evaluation and Assessment" must be sent to RCEB within two (2) days of the intake. RCEB will complete the needed assessments. A Release of Information form must also be signed by the parent and sent to RCEB by Special Education within two (2) working days.

Evaluation is defined as the procedures used by appropriate qualified personnel to determine a child's initial and continuing eligibility under Part C consistent with

the definition of "infants and toddlers with disabilities" from the federal regulations, including determining the status of the child in each of the five (5) developmental areas:

- Cognitive development
- Physical development, including vision, hearing and health
- Communication development
- Social or emotional development
- Adaptive development

Assessment is defined as the ongoing procedures used by appropriate qualified personnel throughout the period of the child's eligibility to identify:

- The child's unique strengths and needs
- The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family's capacity to meet the developmental needs of their infant or toddler with a disability.

Initial evaluation and ongoing assessment data obtained by one agency will be made available to the second agency within five (5) working days prior to an IFSP meeting, provided that appropriate release of information forms are obtained from the parent or legal representative.

D. Individualized Family Service Plan (IFSP)

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant or toddler jointly served or to be transferred between agencies. The initial IFSP meeting will be held within 45 calendar days of the receipt of the referral.

The Interim Service Coordinator will assume responsibility for notifying parties of an initial IFSP multi-agency team meeting for dually eligible infants and toddlers and assuring that all members of the team have the necessary documents and releases prior to the IFSP meeting. The Service Coordinator identified at this meeting is responsible for distributing the IFSP following the meeting.

The IFSP Service Coordinator and the parent(s), either in person or by telephone, must conduct a six (6) month IFSP review at a minimum. If by telephone, written confirmation to all parties will follow. For dually served consumers, both agencies shall participate. Modifications made to the plan shall be documented and provided to the other agency by the IFSP Service Coordinator. If a change is requested that will result in new or additional services being provided, the agency that will provide or pay for those services must approve of the additional services prior to the revision of the IFSP.

Both agencies shall participate in the annual IFSP review meeting for dually served infants and toddlers. Annual reviews will be held within one month of the infant or toddler's birth date. It is understood that each agency can only commit to providing services funded by their agency.

The Service Coordinator will assume responsibility for notifying parties of an IFSP multi-agency team meeting for mutually shared consumers and assure, whenever possible, that all members of the team have the necessary documents (assessment data) at least five (5) days prior to the IFSP meeting.

The LEA and RCEB representative attending the IFSP meeting will have the authority to sign the IFSP document for their agency. As IFSPs are amended, all parties will receive copies. The Service Coordinator is responsible for the distribution of the IFSP to all parties.

When an interpreter is necessary, it is agreed that the agency responsible for service coordination shall provide necessary translation services.

E. Transition Procedures

The service coordinator, six months before the toddler's third birthday, shall notify the parents and the LEA that there will be a transition planning meeting within the next 3 months. The purpose of the meeting will be to consider the appropriate process to transition the child from an early intervention service to pre-school service under Part B. This transition plan for coordination evaluation, assessment, and parent exploration of possible options, will be developed by both agencies at the meeting, and will include a date for the IEP meeting. The proposed IEP date will allow sufficient time to enable the eligible student to begin school services on his/her third birthday or as soon after as school is in session. Assessment data obtained by one agency will be made available to the other agency, with parental consent.

Between 2 years, 9 months and 2 years, 11 months of age, an IEP will be prepared and completed for implementation at age three (3). Developmentally disabled infants who turn three (3) years of age may remain in current program until the beginning of the subsequent school year as specified in the transition plan and IEP and/or IPP, in alignment with the regulations. An IPP will be completed by the time the child turns three (3) years of age.

For Infants referred to the Regional Center at age 2 years, 6 months and after, with parental consent, the LEA shall be invited to participate in the initial assessment. For Infants referred to the Regional Center for Part C services after the age of 2 years, 9 months, the Regional Center may, with consent of the family, forward the referral to the LEA for assessment and service, rather than conduct the assessment and transition planning meeting.

In order to facilitate agency planning and seamless service delivery, representatives of RCEB and LEAs may meet quarterly to exchange information on program options and future referrals on transitioning infants and toddlers.

F. Service Coordination

Either agency may be called upon to assume the role of IFSP Service Coordinator. It is agreed that the agency that conducts the initial intake/assessment with the family assigns an Interim Service Coordinator until the on-going IFSP Service Coordinator is identified, in collaboration with the family, at the IFSP meeting.

Service Coordination includes but is not limited to:

1. Assisting parents of eligible children to identify available services, gaining access to the early intervention services and other services identified in the IFSP;
2. Coordinating evaluations and assessments;
3. Facilitating and participating in the development, review and evaluation and distribution of the IFSP;
4. Coordinating the provision of early intervention services that the child needs or is being provided;
5. Facilitating the timely delivery of services specified in the IFSP;
6. Seeking the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility.

G. Procedural Safeguards

Both agencies must abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. RCEB and LEAs will provide parents with information on alternative dispute resolution procedures and will encourage their use in appropriate situations.

H. Surrogate Parents

The agency responsible for service coordination will appoint a surrogate parent when necessary. The LEAs and RCEB agree to share their listing of surrogate parents, and to conduct joint trainings whenever possible.

Regional Center and Education will cooperate in the recruitment and training of surrogate parents. These surrogate parents may be called upon to ensure that the rights of eligible children are protected if no parents can be identified, if the whereabouts of the parent cannot be determined, and if the child is a dependent of the State of California. Surrogate parents may represent the child in all matters related to the evaluation and assessment of the child; the development and implementation of the child's IFSP and reviews, the ongoing provision of services and any other rights established by Part C.

RCEB and the LEAs will collaborate in the recruitment and sustaining of surrogate parent program by:

- 1) LEAs and RCEB will contact community agencies (such as CASR {Court Appointed Special Representative}, retired teacher association, foster parent association, child care association) to do presentations to their members to generate and increase lists of potential surrogate parents to be mutually shared between agencies.
- 2) LEAs and RCEB will share names of surrogate parents they have trained jointly or independently for their mutual usages.
- 3) LEAs and RCEB will meet with the Department of Social Services to train staff on the appointment of surrogate parent process.
- 4) LEAs and RCEB will utilize a common set of materials to conduct training of surrogate parents to insure continuity of programs between agencies.
- 5) LEAs and RCEB will conduct, when feasible, joint staff trainings about the surrogate parent process and utilize a common set of materials for trainings.
- 6) When a surrogate is assigned by either the LEA or Regional Center, the appointment forms will be kept in the child's record for transfer if the child moves between the agencies, to provide continuity of surrogate parent appointee.
- 7) Both agencies agree to insure that a person selected as a surrogate parent has no interests that conflict with the interests of the child he or she represents, and has the knowledge and skills that ensure adequate representation of the child he or she represents.

I. Dispute Resolution

In the event that a dispute arises between LEAs and RCEB related to

- The dual eligibility of the infant;
- Which agency is responsible for the infant and family evaluation and assessment, service coordination, and the development and implementation of the IFSP; and
- Which agency is responsible for the provision/purchase of appropriate early intervention services.

Every attempt will be made to resolve the dispute at the lowest possible administrative level, starting with the supervisory level up to the agency director at RCEB and the SELPA director.

- Step 1: If resolution of the dispute is not achieved, the two (2) parties may request technical assistance from DDS and CDE.
- Step 2: If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution. The state-level review will be conducted jointly by DDS and CDE and a decision rendered in 60 calendar days of receipt of the dispute.

J. Status of Services During a Dispute

During the pendency of a dispute, a child must continue to receive the appropriate early intervention services agreed to in the IFSP. If the dispute involves initial early intervention services, the IFSP process must continue as required by law.

K. Assignment of Financial Responsibility

During the pendency of a dispute, DDS will assign financial responsibility in accordance with the Budget Act (Section 12, Article 4 of the Constitution of the State of California) and consistent with the California Early Intervention Services Act.

L. Additional Components

1. Participation in Round Table activities

Both agencies agree to participate in the Round Table. This forum will be used for information sharing regarding agency procedures, changes in funding and other pertinent matters that may affect services to mutual consumers. It is also the forum for discussions regarding new resource development and the identification of gaps in services.

2. Joint Training

Parties agree to joint training of staff regarding the ongoing implementation of Part C. Staff will be informed of the contents of this agreement. Future joint trainings may be held if new procedures are developed or this agreement is substantially modified. Parties agree to notify the other of any Part C conferences or workshops that they provide to parents or staff.

3. Center for Access to Resources and Education

Parties agree to provide information about the Family Resource Center as part of the Intake process.

4. Forms

All parties agree to use common Part C forms developed jointly.

5. Program changes

Within 30 days prior to any program changes, parties agree to notify other agency of any changes in program model, including staffing patterns, qualifications or classifications.

6. Availability of Contacts

Parties agree to notify each other at least 30 days prior to any interruption of schedule that may affect availability of contact at either agency, and to confirm alternate arrangements for contacting intake and service coordinators. LEAs will provide RCEB Early Intervention Supervisor with a school calendar prior to the start of each school year.

7. Provision of Service During School Vacations

Parties agree to ensure provision of service during periods of school vacations when services are required on the IFSP. Year round services provided by the LEAs consist of a minimum of 200 days of service, with no breaks from service of more than 30 calendar days.

Regional Center and LEAs provide services throughout the year. If a break in services is to occur due to school holidays, the schedule of these dates is to be documented within the IFSP. If the IFSP team determines the need for services during a vacation period, the agency responsible for the provision of service will make arrangements for the identified service/support.

M. Terms of Agreement

The provision of this agreement replaces provisions of prior agreements between the above parties regarding services, procedures and policies for infants and toddlers, ages 0 through 2 years of age, and their families who are eligible for early intervention services as defined in the California Early Intervention Services Act (Government Code, Title 14, Section 95000, et.seq.)

K. Effective Date of Agreement:

This agreement shall become effective when signed by all parties. This agreement may be cancelled at any time by any of the parties upon 30 days written notice. The agreement will be reviewed annually and thereafter revised by mutual agreement.

Jim Burton,
Executive Director
Regional Center of the East Bay

Signature

Date

10-23-06

Johnny W. Welton, Ed.D.,
Director
Contra Costa SELPA

Signature

Date

11-29-06

Mildred D. Browne, Ed.D.,
Asst. Superintendent,
Pupil Services/Special Education/
SELPA Director,
Mt. Diablo Unified School District

Signature

Date

Mildred D. Browne Ed.D.

11-6-06

Robert Kessler,
Superintendent,
San Ramon Valley Unified School District

Signature

Date

Robert Kessler

11/29/06

Steve Collins,
SELPA Director,
West Contra Costa Unified School District

Signature

Date

Steve Collins

12-6-06