

INTRA DISTRICT SERVICES POLICY

The Shasta Special Education Local Plan Area (SELPA) is a multi-district SELPA, located in Shasta County, California, duly organized and existing under and by virtue of the laws of the State of California, including the California Education Code. This Intra-SELPA Agreement was developed as a means for member school districts/LEAs within the Shasta SELPA to arrange for the delivery of special education services and related services to students with exceptional needs within the SELPA, and to provide for a full continuum of special education service options as a means of ensuring that appropriate educational programs and services are available to eligible students within the SELPA.

This Agreement is made by and between the following member school districts of the Shasta SELPA: **Region 1:** Shasta Union High School District, Shasta Secondary Home School; **Region 2:** Anderson Union High School District, Cascade Union Elementary School District, Cottonwood Elementary School District, Pacheco Union School District, Happy Valley Union School District; **Region 3:** Redding School District, Monarch Learning Center Charter, Igo-Ono-Platina Union School District, Shasta Union Elementary School District; **Region 4:** Enterprise School District School District; **Region 5:** Bella Vista School District, Black Butte Union School District, Castle Rock Union School District, Chrysalis Charter School, Columbia School District, French Gulch-Whiskeytown School District, Grant School District, Indian Springs School District, Junction School District, Millville School District, Mountain Union School District, North Cow Creek School District, Oak Run School District, Rocky Point Charter School, Shasta County Office of Education, Whitmore Union School District; **Region 6:** Gateway Unified School District; **Region 7:** Fall River Joint Unified School District (Parties). The governing board of each participating member district has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

Now, therefore, in consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

1. Purpose of Agreement

This Agreement provides a means for the education of individuals with exceptional needs who reside within the SELPA, when such students require special education programs and/or services within the SELPA, other than those available in the students' district of residence.

When exploring possible placement of a student in another district within the SELPA, it is the district of service, in consultation with the district of residence, which makes the determination of whether a student with exceptional needs may attend the district of service. Only with the authorization of the district of service may the district of residence make a formal written offer of placement to the parents. A representative from the district of service, and any other relevant personnel from the district of service, shall attend the IEP meeting in which the offer is made.

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Should the parents/guardians decline the offer, the district of service shall not be a party to any dispute between the district of residence and the parents/guardians regarding the issue of the offer a free appropriate public education (FAPE) to student. However, it is agreed that the district of service may be called as a witness in any such dispute [and the district of service personnel shall reasonably cooperate with the district of residence in such instance].

2. Definitions

- a. **District of Residence:** The term “district of residence” as used in this Agreement means the school district in which an eligible student resides for purposes of school attendance.
- b. **District of Service:** The term “district of service” as used in this Agreement means the district that is receiving a student from the district of residence so that the student may attend a program or receive services that are unavailable or are otherwise not sufficient to meet the needs of the eligible student within the student’s district of residence.
- c. **Eligible Student:** The term “eligible student” as used in this Agreement means one who meets eligibility criteria under state and federal law as an individual with a disability/pupil with exceptional needs and for whom the appropriate program/service(s) and least restrictive educational environment necessary to address his/her unique educational needs is in a district/LEA within the SELPA that is outside the student’s district of residence.

3. Duration of Agreement

This Agreement is effective for the period beginning _____ and ending _____. This Agreement may be renewed at the end of that period. This Agreement may be amended by mutual consent of the parties.

4. Responsibilities of the District of Service

- a. Coordinate the opportunity for parents of eligible students to visit potential program placements, but only after the district of service has consented to the provision of such potential placement or service(s).
- b. Provide classrooms, facilities, and personnel as required to house and administer the programs provided to eligible students, pursuant to this Agreement.
- c. Provide qualified and trained teachers and staff to implement the programs and services to be provided to eligible students.
- d. Provide instruction and services to eligible students based on California Standards and consistent with the laws of the State of California.

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- e. Track, schedule, and coordinate IEPs for eligible students receiving services from or placed in its programs.
- f. Agree that staff assigned to work with eligible students will cooperate and assist in drafting proposed goals and objectives for review and consideration at the students' annual IEP meetings or other appropriate IEP team meetings.
- g. Agree that the teacher(s) responsible for instructing any eligible student will administer academic assessments as needed and in accordance with California and federal special education laws.
- h. Administer medication to eligible students enrolled in its program, as authorized and as appropriate.
- i. Notify the district of residence when it has reason to believe that an eligible student from the district of residence requires an evaluation, reevaluation, different placement or services, or an IEP team meeting.
- j. Request attendance from the district of residence when changes in the eligible student's services or placement are being considered.
- k. Implement the placement and services described in the agreed-upon IEP of the eligible student, when the placement and/or services are to be provided by the district of service, and prepare all requisite reporting of student's progress on the IEP that the district of service is implementing.
- l. Provide as much advance notice as possible to the district of residence if the district of service believes it can no longer provide an appropriate program, placement, and/or services to the eligible student.
- m. Cooperate and collaborate with the district of residence in making relevant teachers and personnel available to attend IEP team meetings and other meetings educationally necessary for eligible students, and to participate in assessments of eligible students with exceptional needs receiving services from the district of service.
- n. Maintain the eligible student's cum and special education records, and cooperate in providing the eligible student's records to the district of residence when requested and as appropriate.
- o. Cooperate and collaborate with the district of residence in investigating and responding to compliance and due process complaints involving the special education programs and services being provided to eligible students by the district of service.
- p. Provide food services to eligible students from the district of residence, consistent with food services provided to all students within the district of service.

5. Responsibilities of the District of Residence

- a. Notify the administrator or designee of the potential district of service of the request to consider a student for placement/services, and provide an opportunity for the district of service, or an appropriate designated staff member from the district of service, to observe the eligible student in question.
- b. Provide copies of all relevant student records to the district of service at least five business days prior to any IEP team meeting to determine the program, placement, and/or services for eligible student that might be provided by the district of service.
- c. Convene and conduct a joint IEP team meeting that includes the district of service when an initial offer of placement is made for the eligible student's attendance at the district of service.
- d. Send an authorized representative to all IEP team meetings in which changes in services or placement are being considered. Any IEP meetings held to consider a change in placement or services shall include representatives from both the district of residence and the district of service. However, the district of residence remains the authorizing education agency and retains the ultimate responsibility for the provision of a FAPE to student.
- e. Arrange for and provide transportation for eligible students who are being provided programs and/or services by the district of service. In the event the district of service transports the student, funding for transportation shall be allocated to the district of service according to a specified schedule or formula determined by the district of residence.
- f. Retain ultimate authority and responsibility for the provision of a FAPE to eligible students residing in the district of residence, regardless of whether the appropriate programs and services are being provided by a district of service pursuant to this Agreement.

6. Suspensions and Expulsions

When an eligible student is being considered for disciplinary action that may result in a change of placement, the district of service shall notify the district of residence immediately. The district of service will convene and complete the manifestation determination, as necessary, conduct a functional behavioral assessment, if appropriate, develop, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior plan (if appropriate). The district of residence will be invited to and included in this IEP team meeting.

The parties recognize that after students with exceptional needs have been removed from their current placement for more than ten school days in the same school year, during any subsequent removal those students are entitled to continue receiving services that are necessary for the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the student's IEP. The district of residence is responsible for arranging for and funding the provision

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of those services, even if the district of residence negotiates with the district of service for the latter to provide such services. If the eligible student is expelled from the district of service, the district of residence is responsible for providing for the student's educational needs, consistent with state and federal law, during the period of expulsion.

7. Payment for Services

Option 1: Whenever a student is placed in a program outside her/her district of residence but within the SELPA, the sending and receiving districts/LEAs will abide by the billback terms set forth in the SELPA Funding Allocation Plan, unless the respective districts mutually agree to other arrangements related to payment for the services provided.

Option 2: The district of service shall receive funding from the district of residence for eligible students who are enrolled in programs or receive services from the district of services, as set forth in the agreement between the respective districts. In the event that the IEP team subsequently considers services or placement not contemplated within the agreed-upon fee structure, the district of service and district of residence shall meet to determine a course of action. By mutual agreement, the district of service and district of residence may agree to change the fee arrangement to address any increase in cost of services/placement.

Option 3: The district of service will invoice each district of residence for the number of students enrolled in the program or receiving services from the district of services on a monthly basis. The district of residence shall remit payment to the district of service within 30 calendar days. The district of residence for an eligible student enrolled in the district of service will be allocated ADA and Revenue Limit for that student. A student's district of residence will fund the daily rate for that student during the student's placement in the program/services provided by the district of services within forty-five (45) business days of its receipt from the district of service of written verification of student attendance and the services provided.

The daily rate will be \$_____/per pupil as determined between districts. The rate for DIS counseling will be _____ per session by the service provider. These rates apply for those services provided both during the regular and extended school year. Fees for services not specified in this Agreement will be jointly determined by the district of residence and district of service, and any and all arrangements related to payment for the services will be agreed upon by the parties involved.

8. Transportation

The district of residence shall arrange and pay for transportation for eligible students enrolled in or receiving services from the district of service. In the event the district of service transports the student, funding for such transportations shall be allocated to the district of service according to a specified schedule or formula determined by the district of residence.

9. Responsibility for the Provision of a Free Appropriate Public Education

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The parties understand that, pursuant to California Education Code § 56369, districts may contract with other public agencies to provide special education to individuals with exceptional needs. That notwithstanding, the parties agree that the eligible student's district of residence remains responsible for ensuring that the student receives a FAPE as required by the Individuals with Disabilities Education Improvement Act (IDEA or IDEIA), Section 504 of the Rehabilitation Act of 1973, and related state laws, even while he/she attends a program or receives services from another member school district within the Shasta SELPA pursuant to this Agreement.

The parties further agree that the district of service is, for purposes of this Agreement, intended to be a mere service provider under contract, or as negotiated, with the district of residence. As the district responsible for providing FAPE to eligible students who reside within its jurisdictional boundaries, the district of residence must authorize any change in placement and/or services and agree to and be responsible for funding that placement and/or services. Execution of this Agreement is in no way intended to be construed as an interdistrict transfer or attendance agreement that shifts responsibility for the provision of a FAPE to the receiving district. The parties agree that any student with exceptional needs may, upon preference and request by the parent(s), seek an interdistrict transfer or attendance permit under the California Education Code in order to attend another district, even where an appropriate program and services are available in the district of residence. The parties agree that notwithstanding anything in this Agreement, no eligible student shall be discriminated against, denied, or excluded from the programs or services of any other district that is not the district of residence merely based on the student's classification as a student with exceptional needs or based on the costs of educating such a student.

10. Service Providers and Assignment

- a. The district of service assures the district of residence that criminal background or fingerprint checks have been conducted and completed on any person, assigned to teach and provide services to any eligible student enrolled in the district of service under this Agreement, in accordance with applicable state and federal law before or any person is allowed to have contact with or assigned to work with any student enrolled in the district of service under this Agreement.
- b. The SELPA district members agree to ensure that all teachers, aides and providers, including volunteers and any other person assigned to work with eligible students enrolled or receiving services under this Agreement are familiar with child abuse reporting obligations and procedures as specified in the California Penal Code.

11. Independent Contractor Status

This Agreement is by and between two or more independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. Hold Harmless and Indemnification

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Each party to this Agreement shall indemnify, defend and hold harmless the SELPA and its officers, agents, boards, contractors, employees, whether past or present, and any other party to the Agreement, their officers, agents, boards, contractors and employees, whether past or present, from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any negligent or wrongful acts or omissions on each other's officers, agents, contractors, or employees, whether past or present, occurring in the performance of this Agreement. This indemnity shall survive termination of this Agreement.

13. Severability/Waiver

If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

14. Execution of Agreement Electronically and in Counterparts

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IT WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this Agreement as of the date set next to the signatures below.

[Insert Names of Districts and Authorizing Representative from each]:

Dated: _____ By: _____

Dated: _____ By: _____

Dated: _____ By: _____

Dated: _____ By: _____

Dated: _____ By: _____

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