

**SPECIAL EDUCATION LOCAL PLAN AREA  
LOCAL PLAN AREA PROCEDURES  
APPENDIX D**

The purpose of this Appendix is to ensure the effective provision of special education and related services to individuals with exceptional needs residing within the attendance boundaries of the South Orange County Special Education Local Plan Area. This procedural plan only applies to individuals with exceptional needs residing within the attendance boundaries of the SELPA.

**A. PROCEDURES**

**1. Definitions**

- a. LBUSD and SVUSD (“Districts”) are the sole members of the South Orange County Special Education Local Plan Area (“SELPA”).
- b. The district of residence (“DOR”) is the local educational agency (“LEA”) wherein the individual with exceptional needs resides.
- c. The district of service (“DOS”) is the LEA that agrees to provide the special education and related services to the individual with exceptional needs pursuant to the student’s current individualized education program (“IEP”).

**2. Assessment and Instructional Planning**

- a. For initial assessments, the DOR will complete initial assessments and develop initial IEPs. In the event the DOR may need to consider placement or services to be provided by the DOS, the DOR will inform the SELPA who will in turn inform the DOS. Copies of all assessment reports and IEPs shall be provided to the SELPA in advance of any scheduled joint IEP team meeting with the DOR and the DOS representatives. SELPA will work collaboratively with the DOR and the DOS on identifying potential placement options within the DOS, and will coordinate the scheduling of a joint IEP team meeting with representatives of the DOR and the DOS. The Districts agree to consider access to all programs and services depending on the needs of the student as well as the availability of space and resources in both the general and special education programs.
- b. The DOR will convene an IEP meeting with parents and representatives of the DOS and the SELPA to develop an IEP based on the assessments and recommendations of the IEP team.
- c. In the event the IEP team offers placement in a DOS program:

(1) The DOR shall remain responsible for transportation, including making all transportation arrangements via a DOR provider. In the event transportation concerns arise, the DOS shall work collaboratively with the DOR to resolve transportation concerns in a timely manner.

(2) Program and services shall follow the DOS student calendar and the DOS shall report attendance for purposes of ADA.

(3) A SELPA representative shall participate as well as facilitate all IEP team meetings for students placed in the DOS in accordance with this Agreement. The SELPA representative attending an IEP team meeting is authorized to serve as the DOR administrative representative in accordance with Education Code section 56341(b)(4).

(4) A SELPA representative will regularly provide updates regarding the student to the SELPA Director and Special Education Director of the DOR.

(5) The DOR shall reimburse the DOS for costs associated with the placement and/or services as per the approved fee structure.

(6) The SELPA shall provide all necessary Low Incidence materials and equipment. All other equipment that does not qualify under Low Incidence funding shall be provided by the DOR based on the recommendations of the IEP team.

### 3. Notices to the DOR

a. The DOS will provide written notice to the DOR under the following conditions:

(1) If student is suspended from school and/or recommended for expulsion.

(2) If student has excessive absences.

(3) If the DOS is conducting any assessment of student.

### 4. IEP Review

a. Once a student is enrolled in a the DOS program, the DOS will hold IEPs and conduct assessments for the student in accordance with state and federal laws, unless otherwise agreed between the DOS and the DOR. The DOS is responsible for implementation of the IEP.

b. A SELPA representative shall attend all IEP meetings as the DOR representative and shall have the authority to make decisions and commit resources on behalf of the DOR.

## 5. Change of Program/Placement

- a. Any change in program or placement shall be made via the IEP process, coordinated by the DOS with a DOR representative in attendance at the IEP team meeting.
- b. The DOS shall provide as much notice as possible to the DOR if it is believed that the DOS no longer can provide an appropriate program and/or placement.
- c. Should the DOS determine the possible need for program change during the course of the school year the SELPA will coordinate with the DOR administrator responsible for special education to participate in DOS staffings and IEP meetings for the student. The DOR remains the responsible LEA for the student, and will be responsible for any additional supports, services and associated costs for the student.
- d. In the event of a placement dispute, the Districts agree to adhere to any stay-put order issued by the Office of Administrative Hearings. The DOR shall continue to fund the placement during the term of any stay-put order.

## 6. Due Process Hearings & CDE Complaints

- a. The Districts shall collaborate and participate in resolving any complaints, CDE Compliance Complaints, or Due Process Hearings.
- b. The DOR bears the financial burden for Due Process hearing proceedings. The DOR and the DOS shall collaborate regarding the implementation of any Due Process Hearing decision.
- c. The DOR will partner with the DOS related to the implementation of any CDE Corrective Actions.

## 7. Fiscal Responsibilities

- a. The DOS will bill the DOR for costs associated with the placement and/or services using the excess cost formula for billing rates according to the following schedule:
  - i. August through December
  - ii. January through March
  - iii. April through June
  - iv. Extended School Year

- b. The excess cost calculation will use the following:
- v. Direct Special Education staff costs
  - vi. Certificated teacher salary and benefits
  - vii. Classified salary and benefits to include instructional and behavioral aides
  - viii. Extended School Year
  - ix. Substitute Costs
  - x. Related Services
  - xi. Special Circumstance Instructional Aide
  - xii. Assessment Costs
  - xiii. Contract Services Costs
  - xiv. Component unit costs – facilities, utilities, etc.
  - xv. Indirect costs – Administrative costs, non-salary expenses incurred by the DOS
- c. The DOS, with assistance from the SELPA, will provide the DOR an estimate of the excess costs by April 30 for the subsequent school year for the following programs: Foundational (Moderate/Severe), Speech (SLP, SLPA), Autism Specialist, VI, DHH, APE, OT, PT, COTA, Health Services, Esperanza (ATP, Preschool, Infants 1:1, and Therapeutic Behavior Intervention Program. In addition, excess costs will be finalized after the close of the school year and the DOR will receive a final billing based on actual costs incurred by the DOS by September 30 of the following school year.
- d. The DOR shall issue full payment for placement/services to the DOS within 60 days of receipt of the final billing statement.

B. Hold Harmless

The DOS shall indemnify and hold the DOR and its governing board members, administrators, employees, agents, attorneys, volunteers and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of this agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the DOS, including, without limitation, its employees, agents, attorneys, volunteers and subcontractors or anyone employed or contracted it.

The DOR shall indemnify and hold the DOS and its governing board members, administrators, employees, agents attorneys, volunteers and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorney fees) resulting from or arising out of this agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the DOR, including, without limitation, its employees, agents, attorneys, volunteers, subcontractors or anyone employed or contracted by it.