

GREATER ANAHEIM  
SPECIAL EDUCATION LOCAL  
PLAN AREA

LOCAL PLAN  
2022

Anaheim Union High School District  
Centralia School District  
Cypress School District  
Los Alamitos Unified School District  
Magnolia School District  
Savanna District

# GOVERNANCE

## GOVERNANCE AND GOVERNANCE STRUCTURE

State Requirements: EC 56195, 56195.J(b)(1), 56203, 56205(a), 56205 (a)(12)(A), 56205(a)(12)(D)(ii), 56205(a)(12)(D)(ii)(I),

The Anaheim Union High School District, Centralia School District, Cypress School District, Los Alamitos Unified School District, Magnolia School District and Savanna School District join together pursuant to Section 56195 of the California Education Code to adopt a plan in accordance with California Education Code 56200 to assure access to special education and services for all eligible individuals with disabilities residing in the geographic area served by these agencies, hereafter known as the Greater Anaheim Special Education Local Plan Area (GASELPA). In adopting the Local Plan, each participating agency agrees to carry out the duties and responsibilities assigned to it within the plan. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

## GOVERNING BODY

The six Member Districts that comprise the Greater Anaheim SELPA created the GASELPA Board, which is made up of a Board member from each of the participating districts. The GASELPA Board is responsible for administering the Joint Powers Agreement and directing the consolidation of services under the Local Plan.



GREATER ANAHEIM SPECIAL EDUCATION LOCAL PLAN AREA

AGREEMENT FOR THE JOINT EXERCISE OF POWER  
(56195.1(b), 56205(a)(13))

THIS AGREEMENT is entered into by and between the public agencies hereinafter named.

WHEREAS, the parties hereto are authorized under Education Code Section 5600, et seq., to establish, operate and maintain programs for the education of individuals with exceptional needs; and

WHEREAS, by action of their respective governing boards, the parties are authorized by Education Code Section 56000, et seq., and Government Code Section 6500, et seq., to cooperate and contract with each other for the establishment, operation and maintenance of such programs; and

WHEREAS, it has been determined that the operation, maintenance and development of such education programs are of such magnitude that it is in the best interests of the respective parties to join together in this Agreement in order to establish a larger client group, and thereby provide services in a more cost-effective manner in accomplishing the purposes hereinafter set forth; and

WHEREAS, the parties hereto desire to cooperate with each other to establish, operate and maintain comprehensive programs for the education of individuals with exceptional needs within the geographic boundaries of the combined parties as part of, and in augmentation of, further development of the various education programs conducted by the respective parties; and

WHEREAS, the parties desire to provide a system whereby pupils of each of the parties may attend the programs for individuals with exceptional needs which are operated by one or more of the parties; and

WHEREAS, the parties desire to provide such coordinated services while supporting the individual uniqueness of the existing programs and services of each of the parties.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual terms, covenants and conditions herein agreed, the parties hereto agree as follows:

1.0 CREATION OF THE GREATER ANAHEIM SPECIAL EDUCATION LOCAL PLAN AREA.

1.1 Members.

1.1.1 This Agreement is entered into by and between the following public agencies:

Anaheim Union High School  
District Centralia School District  
Cypress School District  
Los Alamitos Unified School District  
Magnolia School District  
Savanna School District

1.1.2 Hereinafter, in this Agreement, the public agencies named in Sub-Section 1.1.1 of this Agreement, together with all public agencies which become Members pursuant to Sub-Section 3.0 shall be referred to as "Members" or "Member Districts."

1.2 Purpose of agreement.

The purposes of this Agreement are:

1.2.1 To create the Greater Anaheim Special Education Local Plan Area (hereinafter "GASELPA"); and

1.2.2 Through the GASELPA Board, to exercise any and all powers common to the Members, including but not limited to:

1.2.2.1 To make and enter into contracts of any nature, including contracts for the joint exercise of powers.

1.2.2.2 To appoint, employ and dismiss consultants, agents or employees, or utilize the services of personnel of Member Districts when such services are authorized by the Members.

1.2.2.3 To acquire, construct, manage, maintain or operate any buildings, equipment or improvements.

1.2.2.4 To acquire, hold or dispose of property, real and personal.

1.2.2.5 To sue and be sued in its own name.

1.2.2.6 To incur debts, liabilities, and obligations, including revenue bonds as provided in Article 2, Chapter 5, Division 7 of Title 1 of the Government Code, Section 6540, et seq., including any subsequent amendments thereto, to the extent any of the Members are or may be authorized to incur such debts, liabilities or obligations.

1.2.2.7 To apply to, accept, receive and disburse funds and Grants, including, without limitation, in-kind grants, from any agency of California, or any other public agency.

1.2.2.8 To deposit and invest any funds of the GASELPA, as the GASELPA Board determines to be advisable, in the same manner and on the same conditions as local agencies, pursuant to Government Code Section 53601, including any subsequent amendments thereto, and in the same manner and on the same conditions as school districts, pursuant to Chapter 1, Part 24, Division 3 of the Education Code, Sections 41015 through 41017, including any subsequent amendments thereto.

1.2.2.9 To adopt rules, regulations, policies, bylaws and procedures governing the operations of the GASELPA

1.2.2.10 To delegate specific tasks of program development, policy formulation or program implementation to the Regional Administrator, Directors' Council, or any other administrative entity or advisory body, except that approval of the annual budget will not be delegated.

1.2.2.11 To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any other government entity.

1.2.2.12 To perform such other functions, as may be necessary or appropriate to carry out this Agreement, so long as each of the functions so performed are not prohibited by any provision of law.

1.3 Duration of Agreement.

1.3.1 This Agreement shall continue until terminated as provided in Sub-Section 6.0.

1.4 Exercise of Power.

1.4.1 The powers common to the Member Districts, including but not limited to the powers described in Sub-Section 1.2.2, shall be exercised by the GASELPA in the manner, and according to the method, described in Sub Section 2.0. The only restrictions upon the exercise of such powers by the GASELPA are those restrictions imposed by law upon the Member District designated as the Administrative unit.

2.0 Governance Structure. (56195.1(b)(2))

2.1 Creation of the GASELPA Board.

2.1.1 The Member Districts hereby create the GASELPA Board which will be a public entity separate from the respective Member Districts, responsible for administering this Agreement, and directing the consolidation of services under the Local Plan.

2.1.2 The GASELPA Board shall be solely responsible for the duties, liabilities and obligations of the GASELPA Board, and the duties, liabilities and obligations of the Administrative Unit, acting in the course and scope of the Administrative Unit's duties to the GASELPA Board.

2.2 Composition of the GASELPA Board.

2.2.1 The GASELPA shall be governed by the GASELPA Board, which shall be comprised of one GASELPA Board member from each of the Member Districts.

2.2.2 Each Member Board shall appoint an elected Board Member to the GASELPA Board. Any other member from the Member Board may

represent the Member District in the absence of the appointed GASELPA Board Member.

## 2.3 Term of Office of GASELPA Board Members.

2.3.1 The regular term of office of each GASELPA Board member shall be two years.

2.3.2 Notwithstanding the expiration of the regular term of office, each GASELPA Board member shall continue to serve on the GASELPA Board until appointment and assumption of duties by a successor GASELPA Board member.

2.3.3 In the event of death, disqualification, or resignation of any GASELPA Board member, the Member Board which appointed such GASELPA Board member shall appoint a successor for a special term of office to serve for the remainder of the former GASELPA Board member's term.

2.3.4 Notwithstanding Section 2.2.2, three (3) Member Districts; Centralia, Cypress, and Savanna re-appoint members to two year terms beginning on January 1, 1987, and two (2) Member Districts: Anaheim Union High School and Magnolia will re-appoint members to two year terms beginning on January 1, 1988.

2.3.5 Notwithstanding Section 2.2.2, one (1) Member District: Los Alamitos Unified, will re-appoint a member to a one year term beginning on January 1, 1987. The district will re-appoint a member to a two year term beginning on January 2, 1988.

## GASELPA Board Meetings.

2.4.1 The GASELPA Board shall meet on a regular basis, as determined by and set forth in bylaws of the GASELPA Board. Such meetings shall comply with all applicable provisions of law, including, but not limited to, Chapter 9, of Part 1, of Division 2, of Title 5, of the Government Code (the "Ralph M. Brown Act").

2.4.2 All actions taken by the GASELPA Board including, but not limited to, entering into and amending agreements, will only be taken upon a majority vote of the GASELPA Board, except as limited by Sub-Section 6.1.1.

2.4.3 Each Member Board will be allowed one (1) vote on the GASELPA Board, cast by the GASELPA Board member or authorized Representative in physical attendance at a lawful meeting.



2.5 Duties of the GASELPA Board. (56205(a)(12)(D)(i))

2.5.1 The GASELPA Board will determine the most appropriate rules and regulations, policies, bylaws and procedures for the GASELPA and the functioning of the GASELPA Board, consistent with this Agreement after considering alternatives. (56195.1(c)(2), 56205(a)(12)(D)(i))

2.5.2 The GASELPA Board will receive and approve distribution of Regional Service funds, approve the annual budget of the GASELPA (56195.1(c)(2))

2.5.3 The GASELPA Board will refer all actions approved by the GASELPA Board which require approval by the Member Boards to all Member Boards.

2.5.4 The GASELPA Board will provide administrative support for the GASELPA. The GASELPA Board shall be responsible for designating staff required to support the GASELPA. In reviewing and approving the GASELPA Budgets on an annual basis, the GASELPA Board designates the GASELPA Office staffing based upon recommendation of the Regional Administrator. (56205(a)(12)(D)(ii)(I), 56195.1(b)(I))

2.5.5 The GASELPA Board will provide regionalized services.

2.5.6 The GASELPA Board will establish the duties and responsibilities of and evaluate the Regional Administrator. (56205(a)(12)(D)(ii)(I))

2.5.7 The GASELPA Board will employ or provide by contract, a Regional Administrator, Program Specialists, and GASELPA staff and provides for the evaluation of the Program Specialists and GASELPA staff: (56205(a)(12)(D)(ii)(I))

2.5.8 The GASELPA Board will coordinate programs to ensure that all students with disabilities who reside within the districts of the GASELPA

2.5.9 The GASELPA Board will provide equal access and compatibility with the requirements of the Individual with Disabilities Education Act (IDEA)

2.5.10 The GASELPA Board will ensure compliance with all legal requirements and procedural safeguards of all State and Federal laws, statutes, and regulations including, but not limited to:

2.5.10.1 Equal access to all programs and services in the region

2.5.10.2 Advice to parents on availability of low cost legal services

2.5.10.3 Complaints and the correction of identified problems

2.5.10.4 Complaints and the correction of identified problems. Due Process: The description of due process procedures in Education Code 56500-56507, for purposes of Code of Federal Regulations, 34 C.F.R. 300.237, are hereinafter included by reference.

2.5.11 The GASELPA Board will coordinate the implementation of the Local Plan.\* (56195, 56195.1(b)(1))

2.5.12 The GASELPA Board will review, approve and monitor all budgets assigned to the GASELPA.

2.5.13 The GASELPA Board will review, approve and monitor the allocation of special education funds to local education agencies. (56195, 56205(a)(12)(D)(ii)(IV))

2.5.14 The GASELPA Board will decide disputes within the scope of this Agreement among the Members. The decision of the GASELPA Board shall be final. (56205(b)(5))

## 2.6 Regional Administrator.

2.6.1 The Regional Administrator shall provide leadership and facilitate the decision-making process. The Regional Administrator may be given the title of Executive Director or any other title the GASELPA Board deems appropriate.

2.6.2 The Regional Administrator shall provide information, specific services identified by the GASELPA Board, technical assistance, leadership and arbitration.

2.6.3 The Regional Administrator shall represent the interests of the GASELPA as a whole without promoting any particular local education's interest over the interest of any other agencies. In the event there are differences of opinions and/or positions on issues, it is the Regional Administrator's responsibility to mediate a reasonable resolution of the issue(s).

2.6.4 The Regional Administrator is subject to the Administrative Unit's policies and procedures for day to day operations, but receives direction from, and is responsible to the GASELPA Board.

2.6.5 The Regional Administer will administer the approved Special Education Local Plan, implement policies established by the GASELPA Board and serves as secretary to the GASELPA Board. (56205(a)(12)(D)(ii)(JJI), 56836.23)

2.6.6 The Regional Administrator will be selected and evaluated by and implement the directions of the GASELPA Board.

2.6.7 The Regional Administrator will meet on a regular basis with the District Directors of Special Education.

2.6.8 The Regional Administrator will make recommendations for the selection of the Regional staff to the GASELPA Board. The Regional Administrator is responsible for interviewing and recommending certificated and classified personnel to the GASELPA Board in compliance with GASELPA Board policy. If the recommendation by the Regional Administrator is not acceptable to the Board the recommendation shall be withdrawn, and the Regional Administrator shall present another recommendation to the board for consideration.

2.6.9 The Regional Administrator will assign, coordinate, supervise, direct and evaluate the GASELPA Program Specialists and the Regional staff. (56205(a)(12)(D)(ii)(I))

2.6.10 The Regional Administrator will coordinate services to students with disabilities in public or proprietary hospitals, or other residential medical facilities, services to students with disabilities in licensed children's institutions or foster family homes, and services with other local public agencies, as more fully described in the policies, procedures and programs of the Local Plan.

2.6.11 The Regional Administrator will prepare program and fiscal reports required of the SELPA by the state. (56205(a)(12)(D)(ii)(V))

2.6.12 The Regional Administrator will address questions and concerns expressed by members of the public, including parents or guardians of students with disabilities served under this plan will be addressed by the Regional Administrator and direct issues to the responsible local governing agency representative. (56204(b)(4))

## 2.9 Community Advisory Committee.

2.9.1 A Community Advisory Committee shall be established to provide input on the development, implementation and review of the local plan, and to otherwise advise the GASELPA Board, pursuant to policies and regulations set forth in the Local Plan.

(56205(a)(12)(C))

2.9.2 The Community Advisory Committee shall meet regularly during the academic year.

## 2.19 Responsibilities of Participants and Administrative Support.

(56195.J(b)(1), 56195.5(b), 56205(a)(12)(D)(i), 56205(a)(12)(D)(ii)(JII))

2.10.1 In adopting the Local Plan, each participating LEA agrees to carry out the duties and responsibilities assigned to it within the plan. Each agency shall provide special education and services to all eligible students within its boundaries, including students attending charter schools where a LEA of the GASELPA has granted that charter. Each Member District will supervise and be responsible for all special education personnel under its employment, except the GASELPA

2.10.2 In addition, each agency shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of residence programs. However, when an LEA is unable to provide an appropriate program for an individual pupil, that LEA shall, in cooperation with the SELPA program Specialists, arrange for an appropriate placement, through an Individualized Education Team, in a Greater Anaheim SELPA program, in another LEA within the Greater Anaheim SELPA or county office program. If such placement is not possible, the Regional Administrator will assist the district in a placement outside of the Greater Anaheim SELPA. (56195.I(c)(1), 56195.S(b), 56195.1(c), 56195.7(d))

2.10.3 The Orange County Office of Education shall perform the services of an LEA for persons with severe disabilities and for students with disabilities residing in Juvenile Court Schools in the Greater Anaheim SELPA.

## 2.11 Member Boards.

2.11.1 Each Member Board will operate or provide for programs to ensure that all students with disabilities are provided equal access to special education programs within their district, within the GASELPA. or in other SELPAs. (56195.5(a))

2.11.2 Each Member Board will be responsible for and will retain control of the special education programs it operates. (5195.5(a), 56205(a)(J2)(D) (ii)(II))  
56205(a)(12)(D)(i))

2.11.3 Each Member Board shall set policy and direction for the special education programs and services it operates consistent with this Agreement and the policies and procedures of the GASELPA, as set forth in the Local Plan. (56205(a)(12)(D)(i))

2.11.4 Each Member Board shall:

2.11.4.1 Monitor and provide internal control of its pupil population.

2.11.4.2 Implement and comply with the current procedural safeguard policies of the GASELPA.

2.11.4.3 Provide one (1) year's notice to the GASELPA Board, effective July 1 of the following school year, if the Member District does not plan to operate a program and such program affects other Member Districts.

2.11.5 Each Member District will supervise and be responsible for all special education personnel under its employment, except the Program Specialists and Regional Administrator.

2.11.6 Each Member Board will include within its budget, appropriations for special education for the program it operates.

2.11.7 Each Member Board will recruit, select, and appoint a minimum of two or a maximum of four representatives to the Community Advisory Committee to serve a rotating two-year term. (56205(a)(12)(c))

## 2.12 Member Superintendents.

2.12.1 It is the role of a Member District Superintendent to administer each Member District's special education programs so as to ensure compliance with all legal and administrative requirements as mandated by law, and to ensure that the Local Plan of the GASELPA is being implemented within each Member district's special education program. (5195.5(a), 56205(a)(J2)(D) (ii)(IIJ), 56205(a)(12)(D)(i))

2.12.2 Each Superintendent will provide administrative leadership to the local district programs in the following areas:

2.12.2.1 Program Options

2.12.2.2 Curriculum

2.12.2.3 Personnel

2.12.2.4 Budgeting

2.12.3 Any Superintendent may provide the Regional Administrator with agenda items for GASELPA Board meetings when necessary.

2.12.3 Each Superintendent will notify the Regional Administrator in writing of the Governing Board's decisions regarding those items of SELPA business requiring the Governing Board's actions.

### 2.13 Member District Directors of Special Education

2.13.1 Member district directors of special education are responsible for the coordination of special education service and programs within their agencies and for the implementation of the Local Plan. (56205(a)(12)(D)(i))

2.13.2 District Directors of Special Education shall gather all data required by the GASELPA for the preparation of program and fiscal reports required by the state. (56205(a)(12)(D)(i))

2.13.3 District Directors of Special Education shall develop administrative rules and regulations necessary to implement policies related to the implementation of special education laws.

2.13.4 District Directors of special Education shall coordinate and conduct district special education components of the Coordinated Compliance Review (CCR). Implement and monitor any CCR special education corrective actions.

2.13.5 District Directors of Special Education shall coordinate, investigate and conduct all hearings related to due process, Office of Civil Rights (OCR) complaints and general complaints. Implement and monitor corrective action rulings of OCR, due process and complaints, as required. Submit to the Regional Administrator, copies of any Office of Civil Rights (OCR), CCR, due process and/or complaint findings, which have GASELPA-wide implications.

2.13.6 District Directors of Special Education shall ensure equal access to all programs within the GASELPA, for students with disabilities by acceptance of all district forms; acceptance of all GASELPA students with disabilities across districts; availability of programs, as needed.

2.13.7 District Directors of Special Education shall establish and maintain all procedural safeguards as defined by the Education of the Handicapped Act/Individuals with Disabilities Education Act (IDEA).

2.13.8 District Directors of Special Education shall establish procedures for the identification, referral, assessment, IBP development and placement of individuals with disabilities in accordance with the Local Plan.

2.13.9 District Directors of Special Education shall develop forms, procedures and recommendations for programs and services for review and modification.

2.13.10 District Directors of Special Education shall provide recommendations for membership for the Community Advisory Committee.  
(56205(a)(12)(c))

### 3.0 Membership.

3.1 Public education agencies located within the County of Orange which are contiguous to the participating Member Districts are eligible for membership in the GASELPA; however, such membership is contingent upon being a part to the GASELPA Agreement. Each Member District is entitled to all rights and privileges and is subject to all obligations of membership as set forth in this Agreement.

3.2 Any public agency meeting eligibility requirements may, by written application of its Governing Board, join the GASELPA if (1) such membership is approved by a majority of the Member Boards, (2) the prospective member executes this Agreement by addendum, and executes all other required agreements, (3) the prospective member agrees to abide by all of the terms of this and such other agreements, and (4) the County Superintendent of Schools approves such change in the Local Plan Area. The written application of the applicant public agency's Governing Board must be submitted to the GASELPA Board at least (1) year prior to the date such joining is to become effective.

3.3 Such membership shall begin the following July 1. Thereafter, such applicant shall be considered a Member and party to the Agreement to the same extent as all of the original parties and for all purposes.

3.4 Should any Member District reorganize in accordance with State Statutes, the successor in interest or successors in interest to the obligations of any such reorganized Member District may be substituted as a Member District.

3.5 Any member may withdraw from membership effective June 30 of any given year, provided that at such time said Member has either discharged, or has arranged for discharge to the satisfaction of the remaining Members, any pending obligations it has assumed hereunder, and further provided that written notice of intention to so withdraw has been then sent to the GASELPA Board at least one (1) calendar year prior to the withdrawal. (56195.J(b))

3.6 The addition of Members to the GASELPA, or withdrawal of some, but not all, of the Members, shall not be deemed dissolution of the GASELPA, nor a termination of this Agreement.

3.7 Any withdrawal is subject to the provisions of law regarding the membership of a Special Education Local Plan Area.

3.8 Withdrawal from membership shall not entitle such withdrawing Member District to any partition of the property then held by the GASELPA, or any return of contributions toward the acquisition of such property, but the GASELPA Board may at its discretion, determine the reasonable value of and reimburse the withdrawing Member District for, such Member's proportionate interest in such property or equipment.

3.9 In the event a Member District withdraws from the GASELPA, and desires to keep, maintain and operate equipment or structure owned by the GASELPA, the GASELPA Board, in its discretion, may determine the reasonable value of such equipment or structure and the Member's share of the original acquisition cost of such equipment or structure, as the GASELPA Board shall determine to affix the amount of reimbursement to be paid by the withdrawing Member, subject to such offset or adjustment to be credited for the Member's share of the original acquisition cost of such



equipment or structure, as the GASELPA Board shall determine to be fair and reasonable.

3.10 The SELPA and its member districts shall cooperate with the county office and other school districts in the geographic area in planning its option under Section 56195.1 and each fiscal year, notify the department, impacted special education local plan areas, and participating county offices of its intent to elect an alternative option from those specified in Section 56195.1, at least one year prior to the proposed effective date of implementation to the alternative plan. (56195.3(b))

3.11 The SELPA shall submit to the county office for review any plan developed under subdivision (a) or (b) of Section 56195.1 that would change or alter the configuration of the SELPA. (56195.3(d))

#### 4.0 Regionalized Operations and Services. (56205(a)(12(B))

##### 4.1 Regional Administrator.

The Regional Administrator will coordinate regionalized services to Members to include, but not limited to:

4.1.1 Directing the services of Program Specialists, allocated to the Member Districts based upon the number of students enrolled in the Districts' programs or the needs of the Districts. (56195.7(c)(1))

4.1.2 Development of a uniform system of referral, identification, assessment, and placement for the GASELPA. (56195.7(a))

4.1.3 Development of uniform procedural safeguard policies for the GASELPA. (56195.7(b))

4.1.4 Personnel development, including training for staff; parents and members of the Community Advisory Committee. (56195.7(c)(2))

4.1.5 Curriculum development and alignment with the core curriculum (56195.7(c)(5))

4.1.6 Internal program review, evaluation of the effectiveness of the local plan and implementation of a local plan accountability mechanism (56195.7(c)(6))

4.1.7 Data collection and the development of management information systems (56195.7(c)(4))

4.1.8 Interagency agreements  
4.1.9 Services to medical facilities, hospitals, licensed children's facilities and foster family homes

4.1.10 Regional transportation services for students with disabilities

4.1.11 Evaluation pursuant to Chapter 6 commencing with Section 56600 (56195. 7(c)(3))

4.1.12 Monitoring compliance with Federal and State laws and regulations regarding special education.

4.1.13 Provision of technical assistance to Member Districts for correcting any identified problem.

**GASELPA Program Specialists.** (56195. 7(c)(1))

4.2.1 The GASELPA Program Specialists are employed by the Administrative Unit for employment purposes, and serve the GASELPA under the direction of the GASELPA Regional Administrator.

4.2.2 Program Specialists are assigned by the Regional Administrator to provide service and direct instructional support to the member districts in accordance with Section 56368. (56205(a)(12)(B))

4.2.3 The Program Specialists will communicate with the local Director regarding the services to be provided in the Member District.

**5.0 Dispute Resolution Process.** (56205(b)(5))

5.1 If within the scope of the Joint Powers Agreement a disagreement arises among member districts or between an individual district and the GASELPA, efforts shall be made to resolve the disagreement through the Regional Administrator with the District Directors of Special Education.

5.2 If an acceptable resolution to the problem is not reached, the issue shall be brought before the District Superintendents through the Regional Administrator. If the Superintendents' are unable to resolve the disagreement, the issue shall be reviewed by the Greater Anaheim GASELPA Board. The decision of the GASELPA Board shall be final.

6.0 Fiscal Provisions.

6.1 Administrative Unit.

(56195(b)(B), 56195.1(b)(3), 56195.1(c)(2), 56205(a)(12)(D)(ii), 56205(a)(12)(D)(ii)(I))

6.1.1 The GASELPA Board shall designate one of its Member Districts to serve as the Administrative Unit.

6.1.2 The Administrative Unit shall be designated by the GASELPA Board on or before January 2 for each subsequent fiscal year.

6.1.3 The Administrative Unit shall receive all regionalized funds and, upon receipt, transfers them to the GASELPA fund in the Orange County Treasury.

6.1.4 The Administrative Unit shall receive and transfer special education funds to district accounts for the operation of special education programs and services in accordance with GASELPA allocation plan.

6.1.5 The Administrative Unit shall receive and distribute special education funds to accounts exclusively designated for GASELPA use.

6.1.6 The Administrative Unit shall employ certificated staff to support GASELPA functions.

6.2 Fiscal Year.

The fiscal year of the GASELPA shall commence on July 1, and end on June 30, of the following year.

6.3 Treasurer and Auditor/Controller.

6.3.1 The Orange County Treasurer and the Orange County Superintendent of Schools shall perform the treasurer and auditor/controller functions for the GASELPA, and perform those functions required by Government Code Sections 6505 and 6505.5, in the same manner and just as such functions are performed for school districts.

6.4 Disbursements.

6.4.1 The Orange County Superintendent of Schools shall draw warrants upon the approval and written order of the GASELPA just as

warrants of the Member Districts are processed, in accordance with Education Code Section 42631, et. seq.

6.4.2 The GASELPA Board shall requisition payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the GASELPA Board.

6.4.3 All special education funds allocated to both the Members and the GASELPA, will be placed in object accounts and the receipt, transfer, or disbursements of such funds during the term of this Agreement shall be accounted for in accordance with Education Code Section 41040, et seq., and the California School Accounting Manual described therein.

6.4.4 There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the GASELPA Board through the Regional Administrator.

6.5 Bonding Persons Having Access to Property.

6.5.1 The public officers or persons who have charge of; handle, or have access to any property of the GASELPA shall be the Regional Administrator, the Chief Financial Officer of the Administrative Unit and any other officers or persons so designated or empowered by the GASELPA Board.

6.5.2 Each such officer or person shall be required to file an official bond with the GASELPA Board in the amount of Fifty Thousand Dollars (\$50,000) or in such other amount as may be established by the GASELPA Board. Should the existing bond or bonds of any such officer or person be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond or bonds attributable to the coverage required herein shall be appropriate expenses of the GASELPA.

6.6 Annual Budget Plan.

6.6.1 The GASELPA shall, in conjunction with the parties to this Agreement, and pursuant to procedures developed by the GASELPA Board, develop an annual budget plan and the GASELPA Board shall conduct the public hearing required.

6.6.2 The budget plan shall include provisions setting forth the manner and level to which the GASELPA shall be funded. The annual budget plan shall include, for each Member Board, the direct cost and direct support cost expenditures submitted and approved by Member Boards in compliance with cUITent State Special Education Funding legislation. The annual budget plan shall also provide for the expenditure of all regionalized services funds allocated by the State Legislature.

6.6.3 The GASELPA will provide services within the limits of its financial resources. The distribution of services will be determined by the GASELPA Board, with input from the Directors' Council.

## 7 Distribution of Liability

7.1 The GASELPA Board is a joint powers agency and the Members of GASELPA are jointly and severally liable, to the extent provided in Government Code Section 895.2, for the negligent or wrongful acts of the GASELPA and one another occurring in the performance of this Agreement.

### 7.2 Hold Harmless and Indemnity.

Each member hereto agrees to indemnify and hold the other Members harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying Member or its employees. Where the GASELPA Board itself or its agents or employees are held liable for injuries to persons or property, each Member's liability for contribution or indemnity for such injuries shall be determined by multiplying the judgment recovered or settlement paid by a percentage equal to the Member's average daily attendance for the previous school year, using the figures for average daily attendance shown on the State Department of Education Annual Report of attendance Forms U-18-A and J-19-A. In the event of liability imposed upon any of the Members who are parties to this Agreement, or upon the GASELPA Board created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Members in the performance of this Agreement, the contribution of the Member or Members not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars. (\$100.00). The Member or Members directly responsible for the negligent or wrongful acts or omission shall indemnify, defend, and hold all other Members harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

## 8.0 Agreement

### 8.1 Effective Date.

This Agreement shall be effective upon approval of all of the Governing Boards of the Members listed in Section 1.1.1.

## 8.2 Amendment.

This Agreement may be amended or supplemented at any time by a vote of approval by a majority of the Member Boards.

## 8.3 Termination.

Upon receipt of one year's written notice, this Agreement may be terminated effective June 30 of any fiscal year by the affirmative action of two-thirds (2/3) of the then participating Member Boards, providing that the GASELPA Board and this Agreement shall continue to exist for the purposes of: disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of the GASELPA. Any termination is subject to the provisions of law regarding the membership of a Special Education Local Plan Area.

## 9.0 Distribution of Property and Funds.

9.1 In the event of final termination of this Agreement, any property interest remaining in the GASELPA, following a discharge of all obligations, shall be disposed of as the GASELPA Board shall determine with the objective of returning to each Member or former Member a proportionate return on the contributions made to such properties by such Members, less previous returns, if any.

9.2 In the event of final termination of this Agreement, any funds remaining following a discharge of all obligations shall be disposed of by returning to each Member a proportionate share of such funds as bears to the original contribution made by each Member, less each Member's proportionate share of expenditures or previous returns if any.

## 10.0 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

GASELPA  
BP 5020  
(a)

## Business Management

### Distribution of Special Education Funds

#### A Rationale

Both federal and state law requires assurances that all eligible pupils residing within a SELPA have equal access to special education programs and services regardless of their district of residence. To accomplish this goal, the Greater Anaheim SELPA Board is required to (1) have a process for allocating funds in accordance with laws and regulations; (2) develop an annual budget allocation plan; and (3) monitor the use of special education funds.

#### A. Policy Statement

1. Each district within the SELPA is assured an equitable share of federal and state special education funds available to the SELPA to provide special education services to residents of the districts. Services may be provided through funds allocated to the district of residence, another school district, a county office, or another SELPA.
2. Funds available for distribution are understood to be those allocated to the SELPA on the Advance Certification from the State Department of Education less the funds required to serve residents of Licensed Children's Institutions (LCIs), Low Incidence equipment, Regionalized Services, infants, and special education grant funds allocated by the State Department of Education. The Greater Anaheim SELPA will follow the state apportionment cycle in the distribution of special education revenues.
3. All federal and state special education funds shall be distributed to local education agencies according to an approved Special Education Funding Allocation Plan. The GASELPA Board shall make any changes to the allocation of federal and state and special education funds.
4. The governing board of the local education agencies participating in the GASELPA has agreed that students with disabilities will be provided with appropriate special education services. The GASELPA Board has been designated the authority to determine the distribution of all federal and state special education funds in order for local education agencies to carry out their responsibilities.

5. 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. The cost of special education, related services, supplementary aids and services provided in a regular class or other education-related setting. These designated services may be provided to a child with a disability in accordance with the IBP even if one or more nondisabled children benefit from these services.
  2. To develop and implement a fully integrated and coordinated services system.
6. The governing boards of the local education agencies agree to delegate the authority to the GASELPA Board to approve the GASELPA-wide annual service and budget plans and any subsequent modifications.

Legal Reference: Education Code  
56195.1(b)(3)  
56195.7(h)(4)(i)  
56195.7(i)  
56205(a)(12)(D)(ii)(II)  
56205(a)(12)(D)(ii)(IV)  
56205(a)(12)(D)(ii)(V)

First Reading: October 16, 2002  
Second Reading: November 20, 2002  
Adopted: November 20, 2002 \_\_\_\_\_



Business Management

Distribution of Federal and State Funds Procedures

The following procedures shall be followed for the distribution, monitoring and reporting of special education funds in accordance with GASELPA Board policy:

1. The GASELPA Administrator is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.
2. The GASELPA Board shall make any changes to the allocation of federal and state special education funds.
3. The GASELPA Board shall distribute the Annual Budget Plan to the local education agencies and Community Advisory Committee upon approval.
4. The Regional Administrator, with the assistance of the District Directors of Special Education and the Administrative Unit, shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs.
5. The GASELPA Board through the Annual Budget Plan process shall make final determination and action regarding the appropriate use of special education funds.
6. The Regional Administrator, with the assistance of the District Directors of Special Education, and the Administrative Unit, shall be responsible to prepare all program and fiscal reports required of the GASELPA By the state.
7. The Regional Administrator shall develop the Annual Services Plan for review and approval by the GASELPA Board.
8. The Annual Services Plan shall be distributed to the local education agencies and the Community Advisory Committee upon approval.

First Reading: October 16, 2002

Second Reading: November 20, 2002

Adopted: November 20, 2002

## Administration

### Policy/Regulation Development Procedures (56195.7(h)(4)(i))

#### Policies

Policies are statements of intent which are adopted by the governing board. They serve as guides to the administration in the development and implementation of regulations for operating the SELPA.

#### Policy Development

Policy development of changes may result from changes in state law, or through action of the State Board of Education. The regional administrator must take the leadership in the policymaking process, by recognizing the need for specific policies and giving the board proposed policy statements for consideration, modification and adoption.

#### Procedure Development

The regional administrator shall develop procedures by which policies will be developed and presented to the board.

#### Adoption of Policy

##### Overview

Policies of the board shall be deemed necessary by the GASELPA Board. Any policy not statutory in nature may be amended or repealed and new policy adopted at any regular meeting of the board by a majority vote. The action must be listed in the call and/or agenda if it occurs at a special meeting.

##### Procedure

In general, proposed policies will be received and reviewed by the board for a first reading at one meeting, reviewed and acted upon at the next regularly scheduled meeting.

##### Regulations

The regional administrator shall specify the required actions, and design the detailed arrangements under which the SELPA is to be operated. Those regulations and procedures which apply

### Regulations (continued)

throughout the SELPA are to be designated as "administrative regulations", and are to be placed in the SELPA policies and regulations manual. The regulations shall be presented to the board for review before implementation in the SELPA. Administrative regulations must be consistent with the policies adopted by the governing board. The regional administrator is responsible for development and implementation of the SELPA regulations. He/she should, as a matter of good administrative procedure, develop a system whereby staff members are involved in development of regulations in order to make certain that each regulation is complete, efficient, sufficient to the need, consistent with adopted board policy, and capable of full implementation.

### Recording Policies and Procedures

The basic policies of the board will be set forth in an official document designated SELPA Policies and Regulations, and will be printed on white paper. The Administrative Procedures will immediately follow the corresponding board policy, and will be printed on blue paper.

### Bylaws

Bylaws are the rules governing the internal operations of the governing board. When need for a new bylaw, or modification of an existing bylaw is recognized, the regional administrator will be directed to develop and present the board with an effective new or modified bylaw for consideration, modification if necessary, and adoption. The same procedure used for development of policies shall be used for development of bylaws.

### Sources of Recommendations for Change in the Policy Manual

The governing board recognizes that the policy manual will always stand in need of improvement, and welcomes written recommendations for change from any source, including board

Adoption of Policy (continued)

Sources of Recommendations for Change in Policy Manual  
(continued)

members, administrators, other staff members, students, members of the community, and public and private agencies and organizations. The administration is expected to propose changes in the manual made necessary because of changes in law, state regulations, and court decisions; Any recommendations for change may be presented to the governing board or the regional administrator.

Legal Reference:      Education Code  
                                 35014 Adoption of rules by governing boards  
                                 35291 Rules (powers of governing board)  
                                 48657 Rules and regulations for management and  
                                 government  
  
                                 Government Code  
                                 3540-3549.3 Public educational employer-employee  
                                 relations

First Reading: October 16, 2002  
Second Reading: November 20, 2002  
Adopted: November 20, 2002

Administration

Policy Development Procedures

The following procedures will be followed for writing, adopting and implementing SELPA policy:

1. The need for a policy emerges when a problem, an issue, or a need is determined by the regional administrator.
2. Upon the determination of a problem, an issue, or a need, a study shall be conducted by the regional administrator.
3. Recommendations shall be made concerning the problem, issue or the need in respect to an approach to solve the problem indicated.
4. A discussion, a debate, a decision on how to handle the problem, the issue or the need shall take place with the governing board.
5. The board would take its first action concerning the problem, the issue or the need, and ask for a policy to be written in the broadest sense. The policy to be written would be an attempt to answer the issues raised.
6. The regional administrator will draft the language of the policy.
7. At the time that the policy is written, rules and regulations concerning the implementation of the policy and how it is to operate will also be written.
8. Staff and the public would receive notice through announcement at a board meeting, of the formulation of the new policy.
9. Final board action will be taken after revision and minor changes as a result of the above eight steps.
10. Evaluation of new policy will be reported to the board from time to time. Policy will be revised if it proves to be untenable or not workable.

First Reading: October 16, 2002

Second Reading: November 20, 2002

Adopted: November 20, 2002

Administration

Coordination of Services with Other Public Agencies

The SELPA will facilitate agreements for the provision and coordination of services by other public agencies that are funded to service children with disabilities.

1. Each interagency agreement will be developed under the coordination of the  
Orange County Department of Education and Orange County SELPA Directors.\_
2. The Regional Administrator has the primary responsibility to\_  
negotiate agreements with other public agencies.
3. All agreements negotiated with public agencies are to be reviewed by the District Directors of Special Education and submitted to the Superintendents' Council for approval.
4. These agreements include but are not limited to: Children's System of Care, Part C (Infants), California Children's Services, Head Start, Orange County Regional Center, and others as needed.
5. The Orange County Department of Education shall determine which special education services the county office shall provide to the SELPA and its member districts.
6. Annual agreements are developed by district's operating regional programs within the GASELPA and by the Orange County Department of Education for costs related to the provision of program and transportation services of severely handicapped students.

First Reading: October 16, 2002

Second Reading: November 20, 2002

Adopted: November 20, 2002

Organization

Charter Schools

C. Rationale

This policy applies to all Charter Schools that are chartered by educational entities located within the boundaries of the Greater Anaheim SELPA. Additionally, this policy applies to any charter school petition granted by the State Board of Education (SBE) in which oversight responsibilities have been assigned to a district within the SELPA (Education Code 47605(k)(1)). As students enrolled in charter schools are entitled to special education services provided by State and Federal funding, the charter schools will follow all requirements of state and federal law regarding provision of special education services (Education Code §56000 et seq., Individuals with Disabilities Education Act 20 U.S.C. Chapter 33).

D. Policy Statement

Special education and related services shall be provided to all eligible individuals within the Greater Anaheim SELPA in accordance with this Local Plan. Students enrolled in charter schools chartered within this SELPA shall receive the services in a manner similar to students enrolled in member districts within the SELPA. Funding for special education services, participation in the governance structure and responsibility for provision of services shall be based on the status of the individual charter school.

For provision of special education services, charter schools may be categorized as either a separate LEA or a Public Charter School within a district. Whether a charter school is deemed an LEA or part of a school district shall be determined by its charter as approved by the responsible member district board.

1. SELPA Involvement with Approval and Renewal of Charters

Prior to approval of a new charter, or renewal of an existing charter, the superintendent or designee of the chartering entity shall consult with the SELPA Administrator regarding the status of the charter school. The chartering entity will provide assurances that



all eligible students, including those students enrolled in the charter school, will receive appropriate special education services.

Organization

Charter Schools (continued)

E. Rationale (continued)

2. Status of Charter Schools

For the purposes of provision of special education services, charter schools may be deemed either an LEA or a public school within the chartering district.

a. Public School Within a School District

Charter schools that are deemed to be public schools within a district will participate in state and federal funding in the same manner as other schools within the chartering district. The chartering district will be responsible for ensuring that all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with all applicable provisions of state and federal law. The district 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 in the regular program.

The chartering district will receive all applicable special education funds. The chartering district will represent the needs of charter schools, like other schools within the district, in the SELFA governance structure. The chartering district will be responsible for ensuring that all eligible students are appropriately served. The district will be responsible for procuring and funding appropriate special education services, even though the student may reside anywhere in the State of California.

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. The charter school should also be held fiscally responsible for a fair share of any encroachment on district general funds that is created

Organization

Charter School (continued)

F. Policy Statement (continued)

by the provision of special education services throughout the district.

b. Charter School as an LEA within the SELPA

A charter school may apply to participate as an LEA for the provision of special education services. A request to participate, as an LEA in the SELPA may not be treated differently from a similar request by a school district. Application must be made to the SELPA by February 1 of the school year preceding the school year in which the charter school anticipates operating as an LEA within the SELPA. The status of a charter school to be recognized as an LEA must be approved by a member district board. These requirements include: (56203, 56207.5)

- Provide a current operating budget in order to assure fiscal responsibility in accordance with Education Code §§42130 and 42131;
- Provide assurances that students and staff will be instructed in a safe environment;
- Provide a copy of the original petition;
- Be responsible for any legal fees as it relates to the application and assurances process in becoming an LEA;
- Meet the terms of the assurances required in every Local Plan, including those regarding Identification, Screening, Referral, Assessment, Instructional Planning, Implementation and Review;
- Procedural Safeguards; and
- Regionalized Services.

Organization

Charter Schools (continued)

G. Policy Statement (continued)

Once deemed an LEA, the charter school will be responsible for and entitled to the following;

- a. Participate in governance of the SELPA in the manner as other LEAs of the SELPA (56195.11(2)(j), 56203.1, 56207.51)
- b. Participate in state and federal funding for special education and the allocation plan developed in the same manner as other LEAs of the SELPA (56203(b), 56207.5(b))
- c. Be responsible for all costs incurred in the provision of special education services. These costs may include, but are not limited to, instruction, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees.

First Reading: November 20, 2002

Second Reading: December 18, 2002

Adopted: December 18, 2002

Organization

CharterSchools

The following procedures shall be followed for charter schools in accordance with GASELPA Board policy:

1. • The governing board of each LEA shall not approve a petition for creation of a charter school unless the petition contains adequate assurances that the proposed school will comply with all provisions of federal law and implementing regulations related to the rights of students with disabilities and their parents (20 U.S.C. Chapter 33, the Individuals with Disabilities Education Act).
2. The governing board shall require that a petition include the means by which the charter school intends to serve students with disabilities. This will include a specific reference as to whether the charter school intends to be deemed an LEA or public school for the provision of special education services.
3. The governing board shall require that a petition contain assurances that no student will be denied admission to the charter school based on disability or lack of available services.
4. Prior to approving a charter school petition, the superintendent or designee of the chartering entity may consult with the SELPA Administrator regarding the provision of special education services to students enrolled in the prospective charter school.
5. The charter petition, or an accompanying Memorandum of Understanding or Business Services Agreement may provide for the allocation of excess costs and/or the charter school's fair share of special education encroachment on the district general fund.
6. Once admitted to a charter school, any special education services required by enrolled students will be provided by the chartering district, if the school is deemed a public school of the district, or a charter school if deemed an LEA.

Organization

Charter Schools (continued)

7. If a charter school IEP team places a student in a special education program provided by another educational entity, i.e., a COE, another district or SELPA, the charter school will be responsible for any excess costs attributable to the placement. Responsibility for excess costs will rest with the placing charter school.
8. A district IEP team may place a student in a charter program only with agreement between responsible educational entities and parental consent. Under such circumstances, the placing district will be responsible for any excess costs in accordance with the Local Plan.
9. The chartering district will be allocated all special education funds that are generated by a charter school that is deemed a public school. The chartering district will represent the needs of charter schools that are deemed public schools in the SELPA governance structure. The charter school will receive SELPA services in the same manner as other schools within the chartering district.
10. If the charter school wishes to be deemed an LEA, the approved charter school LEA status must be approved by a member district board.
11. Charter schools that are deemed an LEA will be allocated special education funds in the same manner as other districts within the SELPA. Charter schools that are deemed LEAs will be included in the SELPA governance structure in the same manner as other districts.
12. If the approval of a charter school requires a change in the SELPA allocation plan, such change shall be adopted pursuant to the policy making process outlined in the SELPA local plan.

First Reading: November 10, 2002  
Second Reading: December 18, 2002  
Adopted: December 18, 2002



