

The Charter School will submit monthly invoices to the District for reimbursement of the costs incurred in providing special education and related services to eligible Charter School students. The District will pay invoices from funds allocated to the District for such purposes from the Antelope Valley SELPA on a timely basis.

The Charter School, in cooperation with the District, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal state, and local funds apportioned to the Charter School by the LEA.

By March 1 of each year, the Charter School shall submit a proposed budget for special education services for the following school year to the District for approval, based on estimated costs not to exceed the total amount of annual state and federal special education revenue generated by Charter School students. Proposed budget revisions may be submitted by September 30 and December 31. The Charter School shall submit reimbursement claims on a monthly basis incurred through special education costs up to that amount annually.

- G. Full Continuum. A full continuum of special education programs and related services shall be provided to students eligible for such services by the Charter School as required by each student's individualized education plan ("IEP").
- H. Staff Qualifications. The Charter School shall employ only qualified personnel meeting all state credentialing, licensing, registration, and other applicable requirements to provide all special education and related services to eligible Charter School students. With the prior written approval of the District, the Charter School may also contract with nonpublic agencies certified by the State of California for the provision of special education and related services to Charter School students.
- I. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information for any student enrolling in the Charter School from a non-District school and shall forward copies of all such information to the District within five (5) days of request. The District will ensure that the Charter School is provided with notification and relevant files for all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
- J. Notice of Procedural Safeguards. The Charter School shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a Parent/Guardian is notified of an IEP meeting; each time a child is



reassessed; each time a Parent/Guardian requests mediation; and each time a Parent/Guardian requests a due process hearing. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

K. Enrollment, Identification and Assessments.

1. *Enrollment Information.* The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School.
2. *Identification and Referral.* The Charter School shall be responsible for identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law.
3. *Assessment.* All necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, will be conducted by qualified personnel and shall comply with all applicable state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.)

The Charter School shall not conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

L. Interim Placements. For students with a current IEP who enroll in the Charter School, the Charter School shall immediately provide the student with an interim placement in conformity with applicable state and federal law. (Ed. Code, § 56325.)

M. Individualized Education Plans.

1. *IEP Team Membership.* IEP team membership shall be in compliance with all applicable state and federal law. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341, subd. (b).)
2. *IEP Meetings.* The Charter School shall be responsible for arranging and providing notice of all necessary IEP meetings and for ensuring the



attendance of all legally-required IEP team members. (Ed. Code, § 56341.)

3. *IEP Contents.* The Charter School shall use the District/SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. *Parental Consent to the IEP.* The Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346, subd. (e).) Notification to the District is required any time a Parent/Guardian refuses to consent to any portion of an IEP.

N. Program and Services.

1. *Eligibility and Placement.* Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team acting during a legally-constituted IEP team meeting. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)
2. *Independent Study.* No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be only made by the IEP team acting in a legally-constituted IEP team meeting. (Cal. Ed. Code, § 51745, subd. (c).)
3. *Referral to Nonpublic or Private Schools.* The Charter School shall consult with the District prior to making referrals for placement at nonpublic schools, private schools or residential placements. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall notify the District upon learning such information.



4. *Transition Services.* The Charter School shall ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.)
 5. *Transportation.* The Charter School shall provide transportation services to any special education student whose IEP requires such services.
- O. Suspension and Expulsion. The Charter School shall have special education discipline policies that comply with all applicable portions of the California Education Code and 34 C.F.R. §§ 300.530 *et seq.*, and shall provide the District with a copy of such policies.
- P. Due Process Hearings. In consultation with the other Party, either Party may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the Party determines is legally necessary to meet the Party's responsibilities under federal and state law.

The Charter School shall notify the District as soon as it becomes aware that the parent or guardian of a Charter School student has filed, or intends to file, a request for a due process hearing with the Office of Administrative Hearings ("OAH") or a compliance complaint with the California Department of Education ("CDE") alleging a failure to implement a student's IEP or another violation of the IDEA.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

- Q. SELPA Activities and Meetings. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, or activities concerning the Charter School shall be communicated to the Charter School as they are to all other schools within the District. To the extent that District site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.



- R. District Liaison. The District shall designate a qualified District employee to serve as the District's liaison with the Charter School for the purposes of special education and who shall be responsible for oversight of the Charter School special education program.
- S. Reporting. The Charter School shall timely submit to the District all required reports in order to comply with SELPA and state requirements. The Charter School shall also provide the District with copies of all student IEPs, and other required reports concerning special education students, including annual and triennial IEP meeting notices, discipline data, assessment reports and testing protocols, alternative assessments and other reports as requested by District special education staff.

X. INSURANCE AND RISK MANAGEMENT

- A. The Charter School will maintain, at its own expense during the entire term hereof, its own insurance policies for the operation of the Charter School, consistent with the approved Charter. Policy types and amounts will be at least commensurate with the recommendations of amounts and types by the District's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law. Upon request, the Charter School must provide the District certificates of insurance for each policy to show active status for each school year.
- B. Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.
- C. Student Activity Insurance. The Charter School shall maintain supplementary "Student Activity Insurance."

XI. HUMAN RESOURCES MANAGEMENT

- A. Charter School Exclusive Employer. All employees of the Charter School shall be employees of the Charter School and that it shall be the exclusive employer for purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O). None of the existing collective bargaining agreements between the District bargaining units and the District shall apply to Charter School employees. It is recognized that current and/or future staff members of the District that choose employment with the Charter School shall have no reemployment rights with the District as specified in the Charter unless such employees obtain a leave of absence pursuant to any applicable collective bargaining agreement or District Board Policy. The Charter School shall enter into an employment agreement with all Charter School employees, and such agreement shall expressly state that no employment relationship exists between Charter School employees and the District. The Charter School shall have sole responsibility for employment, management, dismissal and



discipline of its employees.

B. Compliance with and Background Check/Fingerprinting Requirements. The Charter

School will comply with all laws applicable to California public schools regarding background checks and fingerprinting, including, but not limited to the requirements of Education Code section 45125.1, and shall, upon request, provide certification to the District that all Charter School employees, volunteers, or vendors have clear criminal records summaries prior to their having any unsupervised contact with students.

C. STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in STRS or PERS, the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required STRS or PERS and may charge the Charter School for the actual costs of the reporting services.

D. Highly Qualified. The Charter School shall be responsible for ensuring that its staff is compliant with all provisions of the federal No Child Left Behind Act (“NCLB”).

XII. FACILITIES

A. The Charter School will obtain its own site as necessary and thereby will be responsible for the costs of maintenance and operations of its facilities. Such facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated purposes.

B. The Parties acknowledge the decision of the Charter School to exempt itself from application of the Field Act Standards and that it may offer educational programs in facilities that are not otherwise approved under the Field Act.

C. The Charter School recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal or state requirement that may be applicable to charter schools, including the California Building Code requirements as provided in Education Code Section 47610(d), unless exempt under Education Code Section 47610.5.

D. The Charter School agrees not to avail itself of any rights it may have for facilities of the District pursuant to Education Code Section 47614.

XIII. EVALUATION OF EDUCATIONAL PROGRAMS/ CONFORMANCE TO CHARTER



- A. District Oversight. Oversight and monitoring of the Charter School shall be in conformance with state law, District Board policy and the terms of the approved Charter. In addition, the Charter School shall furnish the District with an annual report and evaluation of its educational program as further outlined at Article IV of this Agreement. The District shall have full access to the Charter School curriculum, including, but not necessarily limited to, the right to acquire any information, review materials, observe classroom presentations, and investigate activities related to the Charter School curriculum.
- B. Performance Assessments. The Charter School agrees to administer all current or future statewide performance assessment/s, including but not limited to the CST/STAR and CELDT testing programs. Results from such statewide assessments shall be provided to the District promptly upon receipt by the Charter School but in no event later than thirty (30) days after such receipt.
- C. The Charter School shall be responsible for operating the Charter School in conformance with the provisions of the approved Charter and this Agreement.
- D. The Charter School shall comply with the High School Exit Examination provisions of the Education Code (Stats. 1999, Chap. 1X) and any applicable regulations adopted thereunder, including the limitation on graduation.
- E. The Charter School shall pursue approval by the University of California system of its curriculum meeting A-G requirements, and shall provide the District with a yearly report listing those Charter School courses which have received approval from the University of California as meeting its A-G admissions requirements.

XIV. SPECIAL PROGRAM/ SERVICES AND/OR ACTIVITIES/ SPORTS

In the event that either Party to this Agreement wishes to have its students and or staff participates in a program/service/activity offered by the other Party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged by the District. The Charter School shall allow and shall not charge the District for use of the Charter School's K12 curriculum and staff development. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

XV. COMPLIANCE WITH LAWS

The Charter School shall at all times comply with laws which generally apply to public agencies or from federal or state laws (which may be amended from time to time), including but not limited to the following:



1. The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
2. The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
3. State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
4. The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
5. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §§ 1400 *et seq.*);
6. The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
7. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
8. The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code §§ 12900 *et seq.*);
9. The Age Discrimination in Employment Act (“ADEA”) 29 U.S.C. §§ 621 *et seq.*);
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
11. Education Code Sections 220 *et seq.*;
12. The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
13. The Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. §§ 1232g *et seq.*; and
14. The No Child Left Behind Act (“NCLB”) 20 U.S.C. §§ 6301 *et seq.*).

XVI. RECORDS and FERPA: Family Educational Rights and Privacy Act

The Charter School shall be responsible for maintaining accurate and legal records regarding its business, including but not limited to, financial records, student records (including registration information, health and immunization records) and personnel records. The Charter School shall comply with the provisions of California Code of Regulations Title 5 regarding the retention and destruction of school records, and shall prepare an index of all records it intends to destroy, which must be approved by the District before the records are destroyed.

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under FERPA and California Education Code Section 49076 (b)(6) as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District and the SELPA as having a legitimate educational interest such that they are entitled to access education records under FERPA as to Charter School pupils. The Charter School, its officers and employees shall comply with FERPA at all times.

XVII. ENROLLMENT



The Parties agree that to the extent that enrollment exceeds capacity in any year of Charter School operation; final enrollment will be determined by a random lottery as further outlined in the Charter and in accordance with applicable law.

XIX. PUPIL TRANSPORTATION

The Charter School shall be solely responsible for any transportation offered to students who enroll in the Charter School, including the transportation of any special education student whose IEP provides for such services, as set forth herein at Article IX.

XX. LEGAL SERVICES/OTHER SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the District with the District's consent and/or to public or private subcontractors as permitted by law.

XXI. MISCELLANEOUS

- A. Severability. The terms of this Agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless mutually agreed otherwise by the District and the Charter School governing boards or unless the terms that are unenforceable or invalid would warrant revocation of the Charter.
- B. The Charter School and District shall propose amendments to the Agreement as necessary.

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

- C. Governing Authority. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. As such, any violation of this Agreement may be treated by the District as a violation of the Charter under Education Code Section 47607. However, if any provision of this Agreement is not aligned with the Charter, the Charter School and the District may mutually agree to modify this Agreement or the Charter, pursuant to applicable law, in order to bring about alignment.
- D. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Los Angeles County,



California.

- E. Notices. All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:	To the Charter School at:
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- F. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. All representations, warranties and indemnities made herein shall survive termination of this Agreement.
- G. Modification of Agreement. Any modification or amendment to this Agreement must be in writing and executed by duly authorized representatives of both Parties. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.
- H. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below after receiving approval from their respective governing boards:



**Application for LEA Status
Antelope Valley SELPA**

Exhibit 2

Date:

Name of Charter School or District:

Address:

Telephone:

FAX:

E-mail Address:

Name of Director:

Name of Representative Contact Designated to Handle Special Education Issues:

Name of Chartering School District:

I. Access to Special Education Programs and Services

- A. Describe the applicant's program to modify the general education curriculum and instruction prior to a student's referral for special education services.
- B. Describe the applicant's referral, assessment and Individualized Education Program (IEP) process.
- Include a description of who will conduct assessments in all areas of suspected disability.
 - If the applicant will conduct assessments, list the appropriate credentials of staff that authorize them to conduct assessments.
 - If the applicant will contract for assessments, specify the district and/or agency that has agreed to conduct assessments. Include a letter of commitment to provide assessment services from the superintendent and/or agency director.
- C. Describe how the applicant will serve special education students with the following disabilities:



Application for LEA Status
Antelope Valley SELPA
Cont'd.

Exhibit 2

- Specific Learning Disability
 - Autistic
 - Emotionally Disturbed
 - Orthopedically Impaired
 - Speech/Language Impaired
 - Traumatic Brain Injury
 - Multiple Disabilities
 - Intellectual Disability
 - Deaf
 - Hard of Hearing
 - Deaf-Blind
 - Visually Impaired
 - Other Health Impairment
- Include a description of who will provide the instruction for each of the categories listed above.
 - If the applicant will hire staff to provide the instruction, list the appropriate credentials of the staff members.
 - If the applicant will contract for instructional services, specify the district and/or agency that has agreed to provide the services. Include a letter of commitment to provide instructional services from the superintendent and/or agency director.
 - Describe how the applicant will provide transportation for students in order to access special education services.
 - Describe the service area of the applicant and its relevancy to the Antelope Valley SELPA.
 - Describe how the applicant will establish residency of special education student for the purpose of access to school programs and inter-district attendance procedures.
 - Describe how the applicant will address the needs of special education students if their needs cannot be met through the existing services of the applicant.
 - Describe the applicant's system for serving/providing services or contracting to serve those special education students not appropriate for the applicant's program.
 - Describe how the applicant will participate in "Search and Serve" efforts to identify special education students.



**Application for LEA Status
Antelope Valley SELPA
Cont'd.**

Exhibit 2

- Describe how the applicant will ensure that the parents or legal guardians of special education students will be informed of their rights pursuant to state and federal special education laws.

II. Knowledge and Understanding of Special Education Laws and Regulations

- A. Describe the experience, background and knowledge of applicant's staff regarding special education laws and regulations.
- B. If none, or limited, describe how staff will gain the knowledge and understanding of special education laws and regulations.
- C. Document any existing special education non-compliance issues and include corrective action plans to resolve these.

III. Records

- A. Describe the applicant's process for monitoring all student records.
 - 1. Identify the custodian of records for the applicant.
- B. Describe the process for the transfer of student records to the receiving district in a timely manner when a student leaves the applicant.
- C. Describe the process for monitoring accurate CASEMIS and ADA data.

IV. Adoption of SELPA Local Plan

- A. Complete the attached Certification of the Charter Board Approval and submit it with the application.

V. Budget

- A. Identify the budget allocation to be provided for the operation of special education programs and services, including contingency reserves for special education programs and service needs.
- B. Describe the accounting and documentation procedures to be used to authorize, monitor, and document the appropriate use of special education funds.



**Application for LEA Status
Antelope Valley SELPA
Cont'd.**

Exhibit 2

VI. Certification of Assurances

I certify that the applicant:

- will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA, 20 USC 1400 et seq.), Section 504 of Public Law 93-112, 20 USC 8065(a) and the provisions of the California Education code, Part 30 including Education Code 47640-47647.
- will expend all state and federal special education funds for the sole purpose of providing special education instruction and/or services to eligible students with disabilities.
- will utilize SELPA approved forms and documents.
- understands its sole legal and financial responsibilities to provide appropriate special education services to eligible students. Financial responsibilities may include, but are not limited to: instruction, related services, transportation, non-public school/agency placement, inter/intra SELPA placements, due process hearing proceedings and attorney fees.
- will not seek defense or indemnification from the SELPA or SELPA members unless liability is the result of acts or omissions of other agencies, their agents or employees, while performing services under an agreement.

VII. Date of Applicant's Charter Board Approval of Application for LEA Status

Date of Approval: _____

VIII. Signature of Applicant's Charter Director or District Superintendent
(if applicable)

Director (Date)

Superintendent (Date)



Part 1
SELPA Application Review Form
Charter School LEA Status

Exhibit 3

Date: _____

Name of School: _____

The following components need to be addressed in the application for LEA status with the A.V. SELPA according to policy. Please review the application and/or specified sections for completeness, being certain to make comments as necessary.

SCHOOL INFORMATION

Name and address	<input type="checkbox"/> Complete	<input type="checkbox"/> Not Complete
Contact person (Special Ed.)	<input type="checkbox"/> Complete	<input type="checkbox"/> Not Complete
Director	<input type="checkbox"/> Complete	<input type="checkbox"/> Not Complete
Chartering District	<input type="checkbox"/> Complete	<input type="checkbox"/> Not Complete

Comments:

I. Access to Special Education

A. Charter School's program to modify general education Complete Not Complete

Comments:



**Charter School LEA Application Review – Part 1
Cont’d.**

Exhibit 3

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| B. | Charter School’s referral, assessment and IEP process | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 1. | Description of who conducts assessments in areas of suspected disability | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 2. | List credentials of staff conducting Assessments | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 3. | If contracting for assessment, identify district or agency: include Letter of Commitment to provide assessment from Superintendent or agency Director. | | |

Comments:

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| 1. | Describe how Charter School will serve special education students with each of the following disabilities: | | |
| | Specific Learning Disability | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Autism | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | E. D. | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Orthopedically Impaired | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Speech/Language Impaired | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Traumatic Brain Injury | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Multiple Disabilities | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Intellectual Disability | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Deaf | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Hard of Hearing | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Deaf-Blind | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | V. I. | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| | Other Health Impaired | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |

Comments:

**Charter School LEA Application Review – Part 1
Cont’d.**

Exhibit 3



2. Include a description of who will provide instruction for each category Complete Not Complete

Comments:

3. If staff of Charter School, list credentials of staff Complete Not Complete

Comments:

4. If contracting, identify district/agency and include letter of commitment Complete Not Complete

Comments:

5. Describe how Charter School will provide transportation for students in order to access special education services Complete Not Complete

Comments:



II. Knowledge of Special Education Laws

- A.&B. Describe experience/knowledge of staff regarding special ed. laws or include plan for getting staff trained Complete Not Complete

Comments:

- C. Document any existing non-compliance issues and corrective actions Complete Not Complete

III. Records

- A. Description of process to monitor student records including custodian of records Complete Not Complete
- B. Describe process for transfer of records Complete Not Complete
- C. Describe process for monitoring CASEMIS and ADA Complete Not Complete

Comments:

IV. Certificate of *Charter* Board Approval Complete Not Complete

Comments:



V. Assurances

- | | | | |
|----|--|-----------------------------------|---------------------------------------|
| 1. | Meet applicable requirements of law; IDEA, see 504 and Ed. Code | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 2. | Will expend all special ed. dollars on special ed. pupils | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 3. | Will utilize SELPA approved forms and documents | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 4. | Evidence it understands sole legal and financial responsibilities to provide appropriate special ed. services. Financial responsibilities included | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |
| 5. | Will not seek indemnification from SELPA or members | <input type="checkbox"/> Complete | <input type="checkbox"/> Not Complete |

Comments:

VI. Date of *Charter* Board Approval of Application

Complete Not Complete

VII. Signature

Complete Not Complete



Part 2
SELPA Application Review Form
Charter School LEA Status

1. Does application address special education service provision for all disabled pupils enrolled: YES ___ NO ___

Comments: _____

2. Is there evidence of experience serving disabled pupils? YES ___ NO ___

Comments: _____

3. Is the service region clearly defined in accordance with laws? YES ___ NO ___

Comments: _____



Cont'd.

4. Is the process for addressing the needs of disabled students whose needs cannot be met through the LEA/Charter School program addressed? YES ___ NO ___

How? _____

5. Is there a system for serving/providing services or contracting to serve those students not appropriate for the LEA/Charter School program? YES ___ NO ___

Describe: _____

6. Are there memoranda of understanding to provide special education services for disabled pupils unable to be served within the Charter School/LEA? YES ___ NO ___

Comments: _____



Cont'd.

7. Are there assurances that dollars distributed through the AB602 process to support special education services provided through the LEA/Charter School will be used specifically for the disabled? YES ___ NO___

Comments: _____

8. Are there assurances that staff have the capability/credentials to provide assessment of the disabled or that a MOU or contract is in place to provide this service? YES ___ NO___

Comments: _____

9. Is there evidence of the LEA's/Charter School's ability to participate in "Search and Serve" efforts to identify disabled children (aged 5 through 21)? YES ___ NO___

Comments: _____

10. Is there evidence that the LEA/Charter School recognizes its role and responsibility in compliance with state and federal law regarding rights of the disabled and official compliance reviews or audits? YES ___ NO___

Charter School LEA Application Review – Part 2



Cont'd.

Comments: _____

11. Is there evidence that a full range or continuum of special education programs and related services are available to students and that parents are made aware of their rights?
YES ____ NO ____

Comments: _____

Superintendents' Council Approved: 10-22-15