

Memorandum of Understanding
Between
Alta California Regional Center (ACRC)
And
The Local Education Agencies (LEAs) within the following
Special Education Local Plan Areas (SELPAs)

Colusa County SELPA, El Dorado Charter SELPA, El Dorado County SELPA, Elk Grove
Unified Sc

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SPECIAL EDUCATION LOCAL PLAN AREAS (SELPAs)
ALTA CALIFORNIA REGIONAL CENTER (ACRC)
MEMORANDUM OF UNDERSTANDING

I. ADMINISTRATION

ACRC will:	SELPAs will:
<ol style="list-style-type: none">1. Designate liaison(s)** who will be responsible for facilitating interaction with SELPAs.2. Assist in the identification of resources that may facilitate implementation of the IEP.3. Make available to each SELPA current list of Service Coordinators / Supervisors by area on a quarterly basis, identifying names and positions. The agency liaison(s) will be identified on the list.4. Designate Service Coordinators to participate in transition meetings.5. Work cooperatively with each SELPA with regards to the review and implementation of this understanding.6. Hold joint training sessions with SELPA	

II. CHILD FIND

ACRC and SELPAs will provide services to all eligible students/clients. An active child find or search is operational within the Alta Catchment Area. Both agencies will coordinate search activities. Every effort will be made to provide information to the general public and to public and private agencies about the availability of early intervention services throughout the Special Education Local Plan Areas. ACRC and SELPAs believe in and will implement joint assessment and planning processes. We will both share resources and attempt to avoid duplication, especially in the assessment process.

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ACRC will:

SELPAs will

<p>12. In emergencies, ACRC notify by telephone the SELPA office of such emergency placement ASAP, and for placements made by other agencies, ACRC will notify SELPA of residence as soon as they become knowledgeable; and</p> <p>13. Provide information and community education regarding ACRC services to the public and to the LEA.</p>	
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III. EXCHANGE OF INFORMATION

<p>ACRC will:</p> <ol style="list-style-type: none"> 1. Disseminate information on services and supports, policies, and procedures (for example confidentiality requirements). 2. Secure parental permission to share authorized ACRC information including assessment data that is relevant to the development of the client’s individualized educational program (IEP) and other educational services. 3. Provide LEAs with student/client assessment/diagnostic/IPP data upon written release by parent/guardian on appropriate SELPA or ACRC consent forms. 4. Notify the LEA of Residence/SELPA’s contact person of the client’s initial Individual Program Plan (IPP) development meeting within a reasonable period of time and request the school’s participation and/or written input; and 5. Provide a copy of the IPP authorizing services to SELPA as appropriate. 	<p>SELPA’s will:</p> <ol style="list-style-type: none"> 1. Disseminate information on services, policies, and procedures (for example confidentiality requirements). 2. Secure parental permission to share authorized LEA information, including
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IV. STUDENTS'/CLIENTS' PARENTS' RIGHTS AND PROTECTIONS

ACRC will:	SELPA's will:
<ol style="list-style-type: none"> 1. Maintain advocacy role for all ACRC clients. 2. Provide copies of and explain to parents their parent/child procedural rights, including due process procedures under the Lanterman Act. 3. Cooperate with the SELPA in exploring appropriate informal methods of resolving concerns, such as mediation, prior to supporting initiation of formal procedures; and 4. Adhere to the State Interagency Understanding between the State's Department of Developmental Services and the Department of Education. 	<ol style="list-style-type: none"> 1. Maintain advocacy role for students/clients. 2. Provide copies of and explain to parents their parent/child procedural rights, including due process procedures under IDEA/Title 5 regulations. 3. Notify all parents of special education students of the procedures for requesting a review of IEPs, and rights pertaining to the education of their child. 4. Cooperate with the ACRC in exploring appropriate informal methods of resolving concerns prior to supporting initiation of formal procedures; and 5. Adhere to the State Interagency Understanding between the State's Department of Developmental Services and the Department of Education.

V. PROGRAM SERVICES

ACRC will:	SELPA's will:
<ol style="list-style-type: none"> 1. Through a collaborative IEP/IPP planning process with the student/client, family, and other IEP/IPP team members, participate and assess the need for and assure provision of appropriate services and supports not available through generic agencies or natural supports, in accordance with ACRC Service policies and in accordance with applicable regulations; and 2. Provide students/clients, parents, and legal guardians with ongoing case management services through the Service Coordinator. 	<ol style="list-style-type: none"> 1. Through a collaborative IEP/IPP planning process with the student/client, family, and other IEP/IPP team members, participate in, assess the need for, and provide a free and and

VI. ASSESSMENT OF STUDENTS/CLIENTS

VII. IEP and IPP DEVELOPMENT

ACRC and the SELPAS believe in the collaborative practice of

VIII. TRANSPORTATION FOR RESPITE SERVICES

ACRC will:	SELPAAs will:
<ol style="list-style-type: none">1. Per the IPP, arrange out-of-home respite care;2. Consult with SELPA/LEA staff regarding the feasibility of transportation for the SELPA/LEA to ensure that the area in which the respite facility is located remains in the district. When a respite placement is outside the district's ability to transport, and school is in session, ACRC will notify the family that it is responsible for funding transportation, unless the respite provider is willing to provide the transportation. ACRC will assist with coordinating transportation but will not fund transportation to and from school.3. Notify the SELPA/LEA as soon as ACRC is aware of a consumer's out-of-home respite.	<ol style="list-style-type: none">1. Consult and coordinate with ACRC staff regarding student/client transportation services resulting from provision of out-of-home respite care when said care is for other than educational reasons; and2. Not be responsible for costs incurred for transportation services when student/client residential movement is for other than educational reasons.

IX.

X. STUDENT/CLIENT RELOCATION

ACRC will:

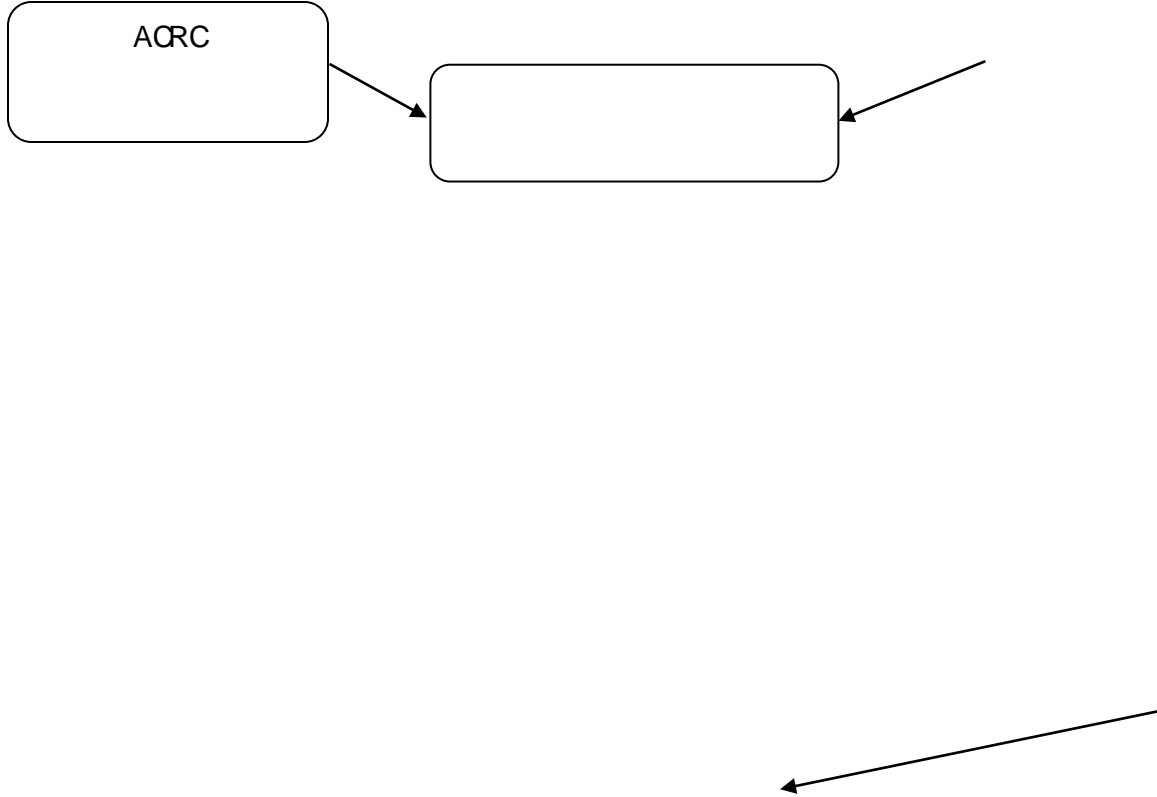
SELPA's will:

1. Collaborate with education regarding the availability of programs meeting the student/client's educational needs when assisting families in making relocation decisions.
2. When proposing to relocate student/clients in the community or from a state development center, notify, with parent permission, the LEA administrator to identify the availability of the appropriate special education and related services prior to effecting the relocation. In the case of an emergency, notification will occur within five days.

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Appendix A

Collaborative Service Delivery Model (CSDM) Process Summary Flowchart



Appendix C

DISPUTE AVOIDANCE PRINCIPLES

The following are recognized by the Parties as principles, which will guide them in avoiding disputes between 1) agencies; and 2) agency and persons with developmental disabilities.

Appendix D

DISPUTE AVOIDANCE PROCEDURES

1. Annual Mutual Benefit Training:

SELPAs and ACRC

Each agency will conduct an annual training for the benefit of other agency staff on the interests, obligation, duties, and responsibility under its respective statutory mandates (The Lanterman Act, Welfare and Institutions § 5600 et seq.; 5CCR 300 et seq.)

2. Consultation Meetings

Unless otherwise not feasible, individual SELPAs and ACRC shall schedule consultation meetings to discuss issues with the potential for joint obligations.

3. Client Representatöns:

Before any decision is made or action taken, client representations regarding services of a negative nature regarding any SELPA or ACRC, shall be communicated using the dispute resolutions process first, then in writing to the respective appropriate agency in order for the agency to be provided an opportunity to provide its viewpoint. Such viewpoints shall be considered.

4. Presumptions of Proper Action:

Evidence Code § 664, which requires that it be presumed that every public official has regularly performed his/her duty, shall be honored in practice and in spirit. The burden of proving impropriety by SELPAs or ACRC shall always remain with the complainant who shall be required to produce relevant, material, and creditable evidence of impropriety.

5. Collaborative Service Delivery:

The SELPAs and ACRC are committed to a Collaborative Service Delivery Model which aspires to a seamless service delivery system for the children and families we serve.