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Review Date:
March 28, 2025

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 School District/SELPA, Folsom Cordova Unified School District/SELPA, Natomas Unified School District/SELPA, Nevada County SELPA, Placer County SELPA, Sacramento City Unified School District/SELPA, Sacramento County SELPA, San Juan Unified School District/SELPA, Sierra County SELPA, Sutter County SELPA, Tahoe/Alpine SELPA, Twin Rivers Unified School District SELPA, Yolo County SELPA, and Yuba County SELPA

Effective July 1, 2025

PHILOSOPHY:

The purpose of this interagency Understanding is to describe a collaborative standard of practice between Alta California Regional Center (ACRC) and the 16 Alta Catchment Area Special Education Local Plan Areas (SELPAs) as it relates to the delivery of services for children and families served by both agencies. It is the intent of all parties that this Understanding will promote the "Collaborative Service Delivery Model" (CSDM) in ACRC's region/and will provide a regional model of service. This Understanding outlines the responsibilities of each agency.

PUPOSE OF THE DOCUMENT

1. Assure services are provided to mutual students/clients according to legislative mandates and intents.
2. Encourage a cooperative relationship among all agencies and families.
3. Establish and maintain channels of communication between agencies.
4. Define the financial responsibilities of each agency per IDEA and the Lanterman Act.
5. Address transition procedures.
6. Develop procedures for resolving disputes.

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SPECIAL EDUCATION LOCAL PLAN AREAS (SELPAs)

ALTA CALIFORNIA REGIONAL CENTER (ACRC)

MEMORANDUM OF UNDERSTANDING

I. ADMINISTRATION

ACRC will:	SELPAs will:
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 SELPAs (e.g., IFSP, IEP, IPP process); 7. Notify SELPAs of the Regional Center's "Community Meetings."	1. Designate liaison(s)** who will be responsible for facilitating interaction with ACRC. 2. Assist in the identification of resources that may facilitate implementation of the IPP. 3. Provide ACRC with current local education agency/school district contacts by each September identifying names, positions, and phone numbers of program managers. The liaison will be identified on the list. 4. Designate representative to participate in transition meetings. 5. Work cooperatively with ACRC with regards to the review and implementation of this understanding. 6. Hold joint training sessions with ACRC (e.g., IFSP, IEP, IPP process); 7. Be responsible for appointing a surrogate parent when needed; and 8. Provide a SELPA representative to the Regional Center's "Community meeting(s)"

*SELPAs are defined as SELPAs in the ACRC catchment area, and in some cases, its LEAs and/or school districts within the Local Plan Areas.

**Liaisons will be identified annually at the July CSDM meeting.

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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.

ACRC will:	SELPAs will:
1. Refer all infants (no sooner than 27 mos.). The IFSP service coordinator, no later than 100 days before the child's third birthday, will notify the child's District of Residence of all children that are "potentially eligible" for special education and related services through the Part B District of Residence. This initial notification/referral must include directory information (the child's name, child's date of birth and parent/guardian name(s), address, phone numbers).	1. Notify each appropriate special education student/ client and/or family of the possible eligibility and planning team process available from ACRC, and advise parents of individuals suspected of having developmental disabilities to contact ACRC for assessment of eligibility for Regional Center services.
2. The IFSP service coordinator will coordinate with the Part B District of Residence personnel and family to identify a mutually agreeable date, time, and location to hold the Transition Planning Conference. An invitation will be mailed to the family and the District of Residence.	2. Refer children and youth suspected of having a developmental disability to ACRC for intake services, if parents so authorize.
3. The IFSP service coordinator must hold a Transition Planning Conference "not fewer" than 100 days before the child's third birthday. This conference may occur at the discretion of all parties, as early as 9 months before the child's 3rd birthday (as early as 27 months of age).	3. Respond to all referrals from ACRC of students/client's birth-21 years of age, and follow mandated timelines; and
4. During the Transition Planning Conference, the IFSP service coordinator will facilitate discussion of the transition process as part of the IFSP. The IFSP service coordinator will update and document: • The steps and services that will support the child and family in order to have a smooth transition from Part C services to Part B services. • Present levels of development • Resources, priorities, and concerns	4. Provide information and community education regarding special education services to the public and to Alta. (See Appendix A)

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- Review of progress on outcomes and continuing services
- Transition services and activities the IFSP team identifies as needed
- Notification referral date of at least 100 days prior to the third birthday
- Provide a copy of the Transition Planning Conference to the District of Residence

5. The ACRC will obtain written parent/guardian consent for additional information to be sent to the District of Residence at the time of referral beyond name, birth date and parent/guardian contact information.

6. The ACRC will provide official notification/written referral to the District of Residence or LEA Part B provider.

7. The IFSP service coordinator may attend the initial IEP meeting at the request of the parent/guardian. The IFSP service coordinator may hold the Exit IFSP concurrently with the initial IEP meeting.

8. The ACRC service coordinator will staff the child's case with the ACRC eligibility team to determine Lanterman eligibility by the child's third birthday.

9. Preschool and school age and who are not enrolled in a school program, to their school district office for educational assessment and program planning and provide information necessary for support of the referral process.

10. With parent permission, furnish the SELPAs with a list of those children and youth birth -21 receiving services from ACRC, with each client's case manager, each August and January, including those student/clients who live in licensed children's facilities/intuitions (LCI) and the name of the facility. In the case of infants, the SELPA must be notified by the age of 30 months.

11. Notify the LEA of Residence and the appropriate SELPA of the proposed placement by ACRC in a licensed residential facility of any student/client potentially eligible for special education (seven school days) prior to LCI

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placement, in accordance with Government code 7579. 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 13. Provide information and community education regarding ACRC services to the public and to the LEA.	

III. EXCHANGE OF INFORMATION

ACRC will:	SELPAs will:
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.	1. Disseminate information on services, policies, and procedures (for example confidentiality requirements). 2. Secure parental permission to share authorized LEA information, including assessment data that is relevant to the development of the client's IPP. 3. Provide ACRC with student/client assessment/diagnostic/ IEP data upon written release by parent/guardian on appropriate SELPA or ACRC consent forms; and 4. As appropriate for the development of the IEP of students/clients, notify ACRC, simultaneous with parent/guardian notification, of the initial and subsequent IEP development meetings, and reviews within a reasonable period of time prior to meeting.

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IV. STUDENTS'/CLIENTS' PARENTS' RIGHTS AND PROTECTIONS

ACRC will:	SELPAs will:
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.	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:	SELPAs will:
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.	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 appropriate public education, in accordance with state and federal law.

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VI. ASSESSMENT OF STUDENTS/CLIENTS

ACRC and SELPAs believe in and will implement a joint assessment and planning process. We will both share resources and attempt to avoid duplication, especially in the assessment process.

ACRC will:	SELPAs will:
1. Complete and/or procure psychological, medical and other necessary assessments/information for completion of a comprehensive assessment for the: – Establishment of a diagnosis, – Determination of eligibility, – Development of the Individual program Plan (IPP);	1. When a LEA determines that conducting an assessment is appropriate, the LEA will develop an assessment plan with parent/guardian approval and assess for possible special education eligibility.
2. Refer appropriate individuals to SELPA/LEA of residence as early as possible for an educational assessment to determine special education needs.	2. When an LEA determines that conducting an assessment is not appropriate, the LEA will notify the parent/guardian in writing.
3. Provide and/or coordinate specialized assessments that are specified in the client's IPP.	3. Refer potential regional center client(s) to ACRC as early as possible.
4. Assist parents in obtaining specialized assessments as appropriate to implement IPPs; and	4. Coordinate, as appropriate, with ACRC in the development of an assessment plan; to identify need for special education services, and to establish eligibility.
5. Share assessment data with each other, with parent/guardian permission.	5. Assess the student in areas related to the suspected disability as specified in the assessment plan and avoid duplication of recent assessments when possible. 6. Provide assessments in areas specified by the assessment plan and/or IEP; and 7. Share assessment data with each other with, parent/guardian permission.

For education, every attempt will be made to not use private assessors who potentially may be private service providers, as this is a conflict of interest (Ed. Code 56042)

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VII. IEP and IPP DEVELOPMENT

ACRC and the SELPAS believe in the collaborative practice of conducting one mutual IEP/IPP meeting. We acknowledge the responsibility of ACRC to develop and implement the IPP and of the LEA to develop and implement the IEP.

The intent of this collaboration is to work together for mutual service delivery.
In an effort to continue a collaborative working relationship, both ACRC and SELPA staff will encourage the inclusion of LEA and ACRC staff, in the development of the IPP/IEP, with parent permission.

ACRC will:	SELPAs will:
1. Recognize the educational agency and parent as having the primary responsibility for the determination of the educational placement through the IEP. 2. Identify the service coordinator, who will convene the IPP meeting and develop the IPP including generic resources/services and natural supports. 3. Whenever possible, schedule IEP/IPP meetings concurrently. Recognize/include the IEP as part of the student's/client's record and make no changes in the IEP except by understanding of the student's/client's IEP team. 4. Have staff available to participate in the development and review of the IEP for ACRC clients; and/or, with parental written consent, submit written information to the IEP meeting. 5. Be responsible for assuring the provision of residential costs relating to voluntary placement of ACRC students/clients in licensed residential facilities, when such placement is determined to be for other than educational reasons or when ACRC makes a unilateral placement decision, except when otherwise adjudicated. 6. Be responsible for providing service coordination to assure services and supports as stated on the IPP, but not on the IEP; and 7. Utilize only licensed residential facilities, which meet Title XVII regulations/qualifications.	1. Recognize that the Planning Team as defined in the Lanterman Act has the primary responsibility for the determination of Regional Center services through the IPP. 2. Have the responsibility for identification of the IEP team, convene the meeting and develop the IEP, including educationally related services and educational placement. The IEP will be shared with ACRC upon completion, with parent permission. 3. Whenever possible will schedule IEP/IPP meetings concurrently. 4. Designate the primary staff member(s) when requested to participate in IPP meetings, and/or, with parental written consent, submit written information to the IPP meeting. 5. When the LEA determines that an appropriate educational placement for a SELPA resident is not available within the public-school sector, seek placement in an appropriate educational program which can fulfill the requirements of an IEP; and be responsible for assuring all educational needs are met. 6. Be responsible for conducting activities to achieve the stated goals/objectives developed in alignment to state standards in the IEP, but not in the IPP; and 7. Utilize only non-public schools and agencies that are certified by the Special Education Division of the Department of Education.

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VIII. TRANSPORTATION FOR RESPITE SERVICES

ACRC will:	SELPAs will:
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.	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; and 2. Not be responsible for costs incurred for transportation services when student/client residential movement is for other than educational reasons.

IX. RELATED SERVICES TO STUDENTS/CLIENTS

ACRC will:	SELPAs will:
1. Provide, procure, or refer for evaluations and/or services as indicated on the IPP. 2. Procure non-educationally related social, psychological and/or psychiatric and other medical services for a student/client enrolled in a public-school program through referral to appropriate generic resources. 3. Through the IEP/IPP planning process with the student/client, family, and other IPP team members, assess the needs for and assure provision of services and supports, in accordance with ACRC service policies and in accordance with applicable regulations. 4. Collaborate with student/client, parents, and LEA regarding assessment, mental health referrals, and provision of services, as deemed appropriate through a collaborative IPP and/or IEP process; and 5. Promote collaboration with other generic resources/agencies.	1. Provide educationally related services in accordance with the provisions of IDEA that assist a student/client to benefit from a Free and Appropriate Public Education (FAPE), as specified in a written IEP. 2. Provide vision, audio-logical and health screenings as specified in the Education Code. 3. Promote collaboration with other agencies.

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X. STUDENT/CLIENT RELOCATION

ACRC will:	SELPAs 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. 3. The Service Coordinator will assist the client (parent or legal guardian) in reviewing the needs of the client with the LEA through the IEP process. With appropriate release of information, notify the SELPA Director or LEA designee within 24 hours in writing of the name and address of legal guardian and the person responsible for representing the client's education interests. 4. Encourage parent or legal guardian to invite participation by appropriate school personnel in planning meetings with parent and potential selected residential care provider, where educational plans and placement may be discussed; and 5. When a residential placement is changed on an emergency basis, the SELPA Director or LEA designee will be notified within 24 hours, excluding weekends and holidays.	1. Assist in the identification of the availability of the appropriate special education programs and related services for student/clients within the proposed LEA. 2. Invite ACRC representative to attend the IEP meetings. 3. Assure that a parent surrogate is available when required. 4. Implement educational program/services as specified in the IEP, and 5. Assume all educational costs as determined necessary by the IEP team.

XI. TRANSITION

ACRC and SELPA recognize there are important transitions in each student/client's life. These will vary with the student/client's needs and may include a change in schools, classrooms, teachers, or grade levels such as from preschool to kindergarten or from elementary to middle school. Some transition planning is long term and involves years of preparations, such as planning the transition from school to adult life. This process will begin no later than when the student client is 15 years of age. These periods can prove to be challenging for clients and parents and require careful collaborative planning with IEP and IPP team members. Whenever

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possible, it is the intention of both agencies to collaborate with the student/client and parents to assure effective transitions.

SELPA and ACRC will, through a collaborative IEP/IPP/ITP process with the student/client, parent(s) the LEA, and ACRC staff implement a smooth transition from:

1. Infant to preschool programs.
2. Preschool to public education (school age).
3. Public education setting to an appropriate adult community life experience.

ACRC will:	SELPAs will:
1. Accept all SELPAs referrals for eligibility screening for ACRC services. 2. Meet with SELPAs periodically to discuss transitions of all student/clients, including infants into preschool programs and young adults into services beyond the education system. 3. Address services and supports through the IPP process based on the assessment and need. 4. Participate in the transition IEP/ITP planning for student/clients. 5. Notify districts in a timely manner to coordinator transition from IFSP to joint IPP/IEP. 6. Cooperate in planning for Transition Services, planning for school to work and employment opportunities beginning at age 18 – 22, or after receiving a diploma (W&I 4648.55; California Education Code, 30 EC 56026.1 (a), (b), (c); 56390). 7. Notify school districts when any client is identified who may require the services of the other to more effectively plan and work together on behalf of children and families. 8. Collaborate with SELPAs and local education agencies/school districts to monitor the implementation of the local partnership agreement to ensure students with developmental disabilities are given access to competitive integrated employment training, job coaching, and job placement opportunities.	1. Meet with ACRC periodically to discuss transitions of all student/clients, including infants into preschool programs and young adults into services beyond the education system. 2. Address the educational issues through the IEP based on assessment and need. 3. Notify ACRC when ITPs require interagency coordination (at 15 and beyond). 4. Notify ACRC when any student/client is identified who may require the services of the other in order to more effectively plan and work together on behalf of children and families. 5. Cooperate in planning for Transition Services, planning for school to work and employment opportunities beginning at age 18 – 22, or after receiving a diploma (W&I 4648.55; California Education Code, 30 EC 56026.1 (a), (b), (c); 56390). 6. Notify ACRC when a student/client graduates, receives a certificate of completion, or withdraws from school as an adult. 7. Collaborate with ACRC, Department of Rehabilitation, and local education agencies/school districts to monitor the implementation of the local partnership agreement to ensure students with developmental disabilities are given access to competitive integrated employment training, job coaching, and job placement opportunities.

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XII. DISPUTE RESOLUTION

ACRC and SELPAs/LEAs are committed to explore appropriate informal methods of resolving concerns. (See Appendices C and D)

Specific steps will be followed if a problem is perceived between members of LEA staff and ACRC staff having to do with communication or collaboration efforts or when there are differences about which agency is responsible for the assessment, provision, or purchase of appropriate services.

These steps are as follows:

1. Every attempt will be made to resolve the difficulty at the level of its occurrence through direct communication by phone or in person. (Use of a letter to voice a complaint or difficulty should be avoided as a first step.)

2. If not resolved, the disputing parties will involve their immediate supervisor in a direct communication or meeting.

3. The use of a neutral mediation team which uses Alternative Dispute Resolution (ADR) techniques will be used as necessary or if understanding cannot be reached.

4. If this situation needs further attention, the resolution would be between the SELPA Director and the Director of the ACRC or his/her designee.

5. In an attempt to resolve issues between agencies, ACRC and SELPAs/LEAs will contract for a mediation process.

6. If mediation efforts are unsuccessful, either party may choose to initiate the interagency dispute resolution process as outlined by the California Department of Education.

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TERMS OF UNDERSTANDING AND REVIEW SCHEDULE

This Understanding between SELPAs and ACRC shall be in effect from July 1, 2025. The Understanding shall be reviewed and signed annually by both parties. ACRC and SELPAs will ensure that a sub-committee of representatives of both agencies will participate in an annual planning and review meeting. Proposed modification of any aspects of this Understanding will be discussed in joint meetings between representatives of both agencies. Any subsequent proposed changes must be approved by the SELPA Directors and the Director of ACRC. New laws or regulations implemented during the effective period of this Understanding shall have precedence over any of the provisions contained herein. To amend this Understanding requires thirty-(30) days written notice.

It is the intent of the SELPA s and ACRC to maintain this document as a collaborative effort. It will be revised as necessary.

Alta California Regional Center (ACRC) Executive Director — DocuSigned by: Lori Barales 64E91DE606D44DF... — Date 3/29/2025

Colusa County SELPA — DocuSigned by: Chuck Wayman 4FFAFCB278044AE... — Date 4/1/2025

El Dorado County SELPA — Signed by: Jamara Clay AE86B3F30F0940B... — Date 4/2/2025

El Dorado Charter SELPA — Signed by: Ginese Quann DE8ADB9033B04AA... — Date 4/8/2025

Elk Grove Unified School District/SELPA — DocuSigned by: Anne Rigali CD20543A3603489... — Date 4/1/2025

Folsom Cordova Unified School District/SELPA — Signed by: Betty Jo Wessinger C411ACE0AF7A4BE... — Date 4/1/2025

Natomas Unified School District SELPA — Signed by: E1C2E3662F41434... — Date 4/1/2025

Nevada County SELPA — Signed by: Megan Lukkonen 65F73F9235634AC... — Date 4/1/2025

Placer County SELPA — DocuSigned by: Troy Tickle 4EEF121AE2AA452... — Date 3/28/2025

Sacramento City Unified School District/SELPA — DocuSigned by: Georanni Linares 1EC10E5A1B2A401... — Date 3/28/2025

Sacramento County SELPA — DocuSigned by: Debbie Morris 7C038363477F41D... — Date 3/31/2025

San Juan Unified School District/SELPA — Signed by: Rebecca Foster 6FEC37A3CA7146B... — Date 4/8/2025

Sierra County SELPA — DocuSigned by: Heidi Bethke 416753A023214CA... — Date 3/29/2025

Sutter County SELPA — Signed by: Robert Morgan ECD8401F9DD64B7... — Date 4/1/2025

Tahoe/Alpine SELPA — Signed by: ken Burkhart CD78C270F5FF4F0... — Date 4/1/2025

Twin Rivers Unified School District SELPA — Signed by: Jason Stricker AAE6FBE5DE4C4B8... — Date 4/9/2025

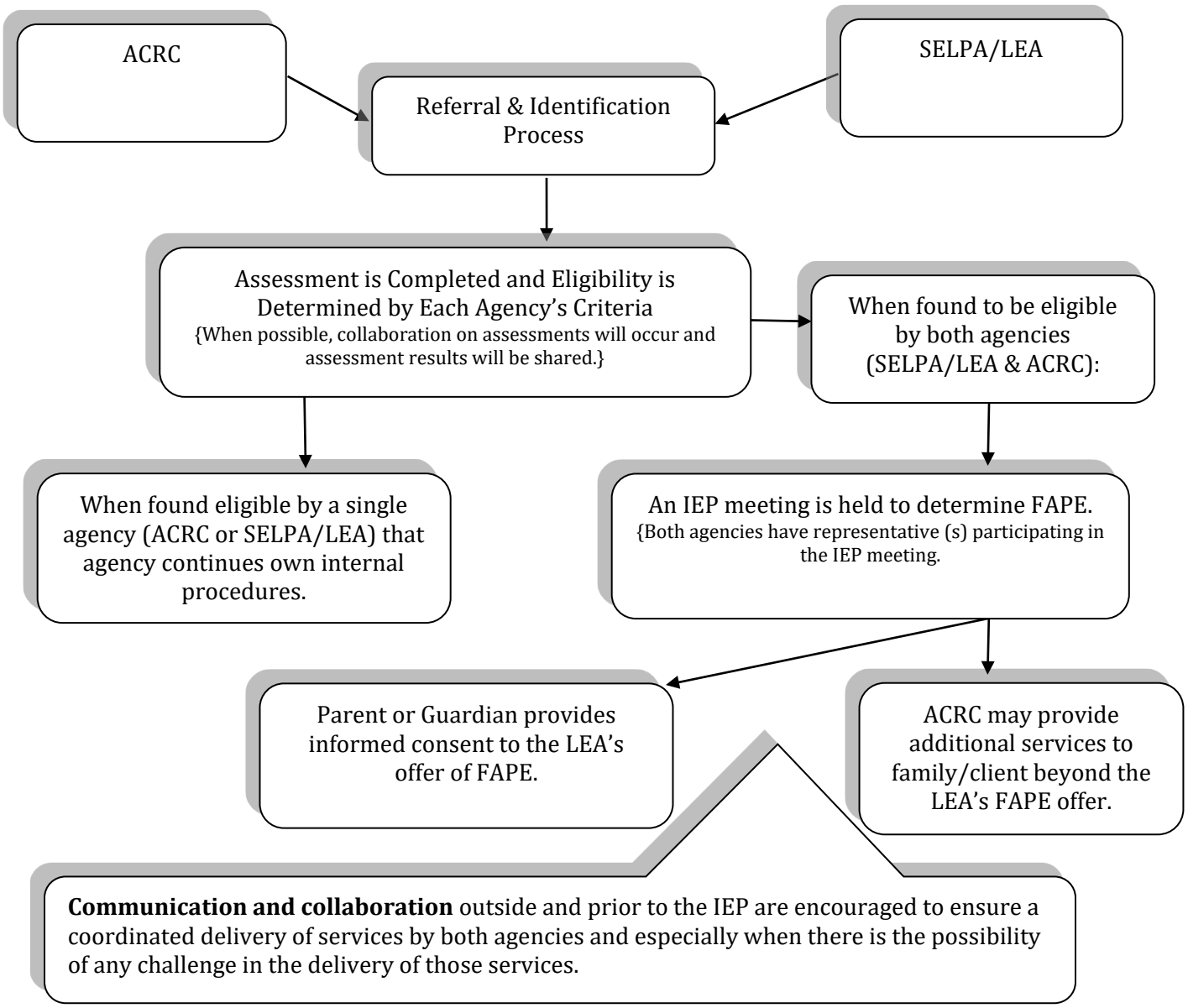
Yolo County SELPA — DocuSigned by: Patrick McGrew 9377B96B264C484... — Date 3/31/2025

Yuba County SELPA — DocuSigned by: Lora Gonzalez 2D43D2F1A52B486... — Date 3/28/2025

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Appendix A

Collaborative Service Delivery Model (CSDM)
Process Summary Flowchart



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Appendix B

Education

"A free appropriate public education is available to all children with disabilities residing in the state between the ages of 3 and 21 inclusive . . ." (Section 612 (a)(1), IDEA 2004). The term "free and appropriate public education" means special education and related services that:

a. Have been provided at public expense, under public supervision and direction, and without charge.
b. Meet the standards of the state education agency.
c. Include an appropriate preschool, elementary or secondary school education in the state involved; and
d. Are provided in conformity with the individualized education program required under section 614 (d)- Section 602 (8) IDEA 2004.

The IEP team will be responsible for determining the most appropriate school placement at age 3, based on federal law: Section 612 (a)(5), IDEA 2004 requires LEAs to ensure access to the Least Restrictive Environment (LRE) for children, by stating "To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disability from the regular educational environment occurs only when the nature of severity of the disability of the child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." Based on this federal law, LEAs will provide services to students eligible under the category of autistic-like behaviors from the continuum of services as defined in each SELPA's Local Plan, as determined by the IEP team.

1. LEAs will provide special education and related services to students/clients in accordance with the IEP process when the instruction and services are necessary for the student/client to benefit educationally from his or her educational program.
2. All services agreed upon through the assessment and identified needs shall be placed in the student's IEP and be the responsibility of the LEA. Implementation of the IEP will remain the responsibility of the LEA until such time as the service is no longer deemed appropriate for student's progress in the general education curriculum or until the student moves on or graduates from school or "ages out" at 22 years of age.
3. LEA staff provides recommendations to the IEP/IPP team, based on research and the child's strengths, needs, and individual learning style. The IEP/IPP team will use this information to help in determining appropriate program plans.

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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.

1. **Best Efforts/Standards of Practice:**
   Both agencies are always trying to do their best for the people they serve.

2. **Talent, Dedication, Competency, and Hard Work:**
   All staff members, at each agency, are talented, dedicated, competent, and hard working.

3. **No Inherent Conflict:**
   There is no inherent conflict between agencies which requires them to take an adversarial position toward each other.

4. **Services Based on Assessed Need:**
   Assessed needs will determine appropriate services.

5. **Case Loads:**
   We acknowledge that everyone works very hard.

6. **Perspective and Understanding:**
   We will try to "seek first to understand" and try to fully understand the problem from the other agency's perspective.

7. **Cautious Adverse Judgments:**
   Both agencies will take great care to be very cautious and suspect in forming judgments.

8. **Motive:**
   Agencies should always assume action by the other agency is based on proper motive

9. **Unified Effort:**
   In every case (even where disagreement exists) a unified effort, by both agencies, is preferable to a divided effort.

10. **Client Interest:**
    A positive relationship between the agencies in good for their constituent client interests.

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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 Representations:**

   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.