

INTERAGENCY AGREEMENT

BETWEEN

SANTA BARBARA COUNTY

SPECIAL EDUCATION LOCAL PLAN AREA

AND

TRI-COUNTIES REGIONAL CENTER

APPROVED:
September 13, 2010

INTRODUCTION

This Interagency Agreement was developed by representatives of the Santa Barbara County Special Education Local Plan Area (SELPA) and the Tri-Counties Regional Center (TCRC).

The Agreement applies to individuals ages 3-22 who are eligible for both TCRC and are identified individuals with exceptional needs who are the responsibility of a local education agency of the SELPA.

The intent of the document is to:

1. Clarify, determine and coordinate each agency's responsibility to the individual student(s)/person(s) served by TCRC and his/her family, including which services are to be provided by each agency.
2. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
 - a. Commitment of resources based on identified needs;
 - b. Delineation of the collaboration of fiscal responsibilities in providing needed services to the individual.
3. Establish and maintain an attitude which will facilitate communication and collaboration between agencies.
4. Clarify that each agency agrees to conform to and share with each other legislative mandates and the intent of such mandates.

This Interagency Agreement is predicated upon the following shared goals and explanation of use of funds.

Shared Goals: To provide opportunities which promote integration in the community and services to the individual in the least restrictive environment.

The overriding purpose of this agreement is to build, and operate from, a relationship that results in the collaborative design and delivery of programs and services to support all student(s)/person(s) served by TCRC to be successful during their school years and in adulthood. The agencies and student(s)-person(s) served by TCRC represented in the agreement share a commonality of goals. They include the following:

1. Promotion of self-advocacy (speaking for oneself).
2. Realization of self-worth.
3. Development of social proficiency so that student(s)/person(s) served by TCRC successfully participate in their communities.
4. Development of civic responsibility.

5. Development of vocational and academic competencies, which lead to meaningful employment.
6. Development of appropriate leisure skills.
7. Maximization of individual choice.

Use of Funds

While neither agency may supplant the budget of any other agency that receives public funds and has the legal responsibility to provide specific services, the agencies will collaborate to provide services to individuals with exceptional needs. TCRC recognizes that SELPA and its member districts determine eligibility for special education services based upon the applicable provisions of the federal Individuals with Disabilities Education Act (IDEA), California Education Code and the California Code of Regulations. SELPA and its member districts recognize that TCRC determines eligibility for TCRC-provided services based upon the Lanterman Developmental Disabilities Services Act and Service Policies adopted by the Tri-Counties Association for the Developmentally Disabled, Inc. (TCADD).

It is specifically understood that neither agency shall presume, determine, or recommend eligibility and/or services for the other agency.

I. OUTREACH PROGRAM/CHILD FIND

TCRC and SELPA are committed to identifying children and youth who require special services. Each agency agrees to:

1. Refer all individuals with suspected needs to the appropriate agency for determination of eligibility and, where appropriate, development of a service plan: Individualized Education Program (IEP), Individual Transition Plan (ITP), Individual Service Plan (ISP), Individual Program Plan (IPP).
2. Provide the general public with information regarding their respective services and eligibility criteria, with consideration given to the ethnic and cultural diversity of the community.

II. EXCHANGE OF INFORMATION

TCRC and SELPA agree to follow procedures that promote mutual understanding of their services by:

1. Securing permission of the parent or legal representative to share student(s)/person(s) served by TCRC information with the other agency.
2. Exchanging information on mutual student(s)/person(s) served by TCRC on an ongoing basis with written permission.

3. Exchanging information regarding rights and Due Process procedures.
4. Facilitating visitations to school sites and community based programs and services by agency personnel.

III. **ASSESSMENT**

TCRC and SELPA are committed to comprehensive assessment of individuals' needs. Each agency agrees to:

1. Assess referred individuals according to respective agencies' legal mandates to determine:
 - a. eligibility for services;
 - b. developmental/educational needs;
 - c. information for design of IEP/IPP/ITP/ISP.
2. Where appropriate, collaborate on the development of an Assessment Plan.

IV. **PROVISION OF SERVICES**

Both parties agree to the following regarding provision of services:

1. If a service is needed in order for the student to benefit from his/her educational program, and agreed upon by the IEP team, LEA shall provide services during school hours and/or school year appropriate to the grade level of the student.
2. If the service is needed to support the individual beyond school hours and/or school year, and agreed upon by the IPP planning team, it shall be arranged or provided by TCRC.

V. **INTERAGENCY INSERVICE/STAFF DEVELOPMENT**

TCRC and SELPA believe in ongoing opportunities for professional growth and development of their staffs. Accordingly they agree to:

1. Exchange copies of calendars, schedules, and announcements of in-service opportunities.
2. Invite representatives of each other's agencies to participate in in-service planning sessions, seminars and conferences that are of mutual interest.
3. Encourage each other's staff to participate in mutually relevant in-service training meetings and workshops.

4. Upon request, provide each other with speakers, trainers and workshop leaders for mutually relevant workshop/in-service topics.
5. Mutually design and conduct at least one joint forum per year in which personnel of multiple agencies meet to determine roles, share information and engage in collaborative planning for the successful programming for student(s)/person(s) served by TCRC with disabilities.
6. Explore the development of new service options to maximize cost effective utilization of resources.

VI. COLLABORATION

1. General
 - a. Designate/invite agency staff as appropriate, to participate in and/or submit written information for the development of the IEP/IPP.
 - b. Acknowledge that the ITP shall constitute the education section of the IPP and that the education agency has the responsibility for educational placement of student(s)/person(s) served by TCRC enrolled in public school programs.
 - c. Assure the provision of services, either directly or by joint agreements with other providers, as specified in the IEP/ITP/IPP
 - d. Ensure that the parent(s)/guardian(s) are invited and have the opportunity to be involved in the IEP/IPP planning meetings.
2. Individualized Education Program (IEP)/Individual Transition Plan (ITP)/Individual Program Plan (IPP) Development and Implementation

Collaboration is necessary in order to plan effectively for student(s)/person(s) served by TCRC. Accordingly, TCRC and SELPA will both:

- a. Recognize the relationship of the IEP/ITP/IPP for secondary age pupils, and support the integration of these plans.
- b. Facilitate individual's successful transition from school to adulthood by:
 - Beginning at age 16, and updated annually, a statement of the transition service needs of the pupil shall be included under applicable components of the pupil's IEP that focuses on the pupil's course of study, such as participation in advanced-placement courses or a vocational education program. Beginning at age 16 and updated annually thereafter a statement of needed transition services shall be included in the pupil's IEP, including whenever appropriate, a statement of interagency responsibilities or any needed linkages.
 - Conducting activities to increase student(s)/person(s) served by TCRC/ family awareness of post-secondary opportunities (e.g., adult services, employment opportunities, living options, training and education).
 - Collaborating to identify and develop services that would support meaningful work and an adult lifestyle.

- The IEP/ITP team, including the student(s)/person(s) served by TCRC and representatives from appropriate community agencies, working collaboratively to determine appropriate timelines for transition to adult services.
- c. Through the Interagency Transition Committee, participate in the alignment of curriculum and services for students/person(s) served by TCRC transitioning to adult services and establish a system to evaluate effectiveness and provide for modifications within budgetary constraints.
- d. Through the Interagency Transition Committee, increase coordination of curricula designed to develop functional independent living skills by skill development and training in natural environments.
3. Post-Secondary Adult Services available through TCRC vary according to listed exit criteria below:

Exit Criteria	Definition of Criteria Individual has:	TCRC Services
1. Regular Diploma	<ul style="list-style-type: none"> • Completed the District's required coursework • Passed Algebra 1 • Passed both the English Language Arts and Math sections of the California High School Exit Exam (CAHSEE) <p>(Exempt from passing CAHSEE in 2010-11)</p>	If TCRC eligible, individual is able to access adult services in which they qualify.
2. Certificate Option 1 (typically called) Certificate of Achievement	<ul style="list-style-type: none"> • Completed the District's required coursework • Passed Algebra 1, • Not passed one or both sections of the California High School Exit Exam (CAHSEE). 	If TCRC eligible, individual will be referred to Department of Rehabilitation and considered for TCRC adult services on a case by case basis.
3. Certificate Option 2 (typically called) Certificate of Completion	<ul style="list-style-type: none"> • Completed the Board's prescribed alternative course of study, • Met their IEP goals • Satisfactorily attended high school and participated in the instruction prescribed in the IEP. <p>(IEP team designated that they are not on a diploma track)</p>	If TCRC eligible, individual cannot access TCRC adult services until their 22 nd birthday
4. Voluntary Exits	<ul style="list-style-type: none"> • Voluntary exited public school prior to their 22nd birthday 	If TCRC eligible, individual cannot access TCRC adult services until their 22 nd birthday

VII. STUDENTS'/PARENTS' RIGHTS AND PROTECTIONS

TCRC and SELPA agree to:

1. Maintain a collaborative and professional advocacy role for students/person(s) served by TCRC within their respective agencies.
2. Explain to parents and student(s)/person(s) served by TCRC their rights and protections established by law and the Due Process Procedures used by their respective agency.
3. Refer questions regarding rights and protections to the appropriate agency administrator.
4. Encourage and support interagency participation in in-service activities related to parents' rights and protections and Due Process Procedures.

VIII. SPECIALIZED EQUIPMENT

The Special Education Local Plan Area will:

Assure provision of specialized equipment as specified in the IEP.

Tri-Counties Regional Center will:

Coordinate with other local agencies for the procurement of specialized equipment.

IX. OUT-OF-HOME PLACEMENT

Special Education Local Plan Area will:

1. Provide, as requested, educational staff to participate in an individual's out-of-home placement planning meeting.
2. Send educational records upon request to the local educational agency when a new placement has been selected
3. Be responsible for education costs of a state certified nonpublic, nonsectarian school when the placement is determined necessary to implement the IEP for students placed in an LCI or Foster Family Home within Santa Barbara County SELPA

Tri-Counties Regional Center will:

1. Provide support services as specified in the IPP to maintain the individual in his/her family home or community placement.

2. With parental consent, invite appropriate educational staff to the individual out-of-home placement planning meeting.
3. Make every effort to place the individual within the geographic boundaries of the school district currently providing the special education services.
4. Prior to making a placement in a residential facility, notify the SELPA director or designee in which the facility is located to determine the availability of an appropriate special education program.
5. Make every effort to facilitate out-of-home placement of an individual within a district that is able to provide the educational program in a public school setting as indicated in the IEP.
6. At least 10 days prior to discharge from a residential facility, notify in writing the local education agency in which the facility is located and the receiving local education agency where the individual is being referred of the impending discharge.
7. As part of the written notification, provide the receiving local education agency with a copy of the student's IEP, the identity of the party responsible for representing interests of the individual for educational and related services, and other relevant information about the individual that will be useful in implementing the individual's IEP in the receiving local education agency.
8. Be responsible for residential cost of placement when such placement, including nonpublic schools and licensed children's institutions, is determined to be necessary for non-educational purposes.
9. Be responsible for residential and other noneducational costs when the placement is jointly determined and is necessary to implement both the IEP and the IPP.
10. When proposing to relocate the individual, notify and request the assistance of the special education administrator of the district, the SELPA Director, or the County Office of Education in identifying the availability of the appropriate special education and related services prior to effecting the relocation.

X. CONFLICT RESOLUTION

It is recognized that this agreement will be primarily implemented through the cooperative interaction of line staff. Agencies will exchange a list of management level staff to be contacted as backup to line staff for emergency decisions or consultations.

SELPA and TCRC are committed to fostering a collaborative working relationship in order to enhance the quality of services provided to mutual persons served. Each agency agrees to make every effort to resolve disagreements at the lowest possible administrative level.

The following processes are means by which outstanding agency issues may be resolved:

1. **Interagency Conciliation Conference:** The first attempt at conflict resolution shall consist of the district administrator of special education and the appropriate Regional Center manager involved discussing the point of difference in a meeting known as an Interagency Conciliation Conference (ICC).
 - a. An ICC is a conference between the manager from the TCRC office involved (either Santa Maria or Santa Barbara) and the special education administrator from the school district involved. The direct service professionals from TCRC and the school involved shall have the opportunity to present their positions to the ICC.
 - b. The ICC shall be convened within five (5) working days, upon a written request by either agency, concurrently sent to the TCRC manager and the district special education administrator.
2. **Director's Conference:** Any issue that is unresolved by the manager and special education administrator shall be referred to TCRC's Executive Director (or his/her designee) and to the Director of the SELPA for resolution.
3. Those issues that cannot be resolved through the Director's Conference level will be referred to the appropriate State Department or, alternatively, be submitted to one or both of the agencies' appeal process.

During the pendency of any dispute between agencies, a student/individual must continue to receive the appropriate services currently being provided.

These interagency dispute resolution procedures shall not interfere with the right of an individual to access the respective agency's due process appeal system.

INTERAGENCY AGREEMENT

This agreement shall take effect upon the approval of each participating agency as indicated by the signature below. The agreement shall be reviewed once every three years and revised at the request of either party. It shall remain in effect until any revisions are mutually agreed upon or either party provides 20 days written notice to terminate.

Kathleen Boomer
KATHLEEN BOOMER, CHAIRPERSON
SANTA BARBARA COUNTY SELPA
JOINT POWERS AGENCY BOARD

DATE 9/14/10

Omar Norzad
OMAR NORZAD, Ph.D.
EXECUTIVE DIRECTOR OF
TRI-COUNTIES REGIONAL CENTER

DATE 10/21/10

Jarice Butterfield
JARICE BUTTERFIELD, DIRECTOR
SANTA BARBARA COUNTY SELPA

DATE 9/14/10

DATE _____

DATE OF JPA BOARD APPROVAL: September 13, 2010