

**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street  
Riverside, CA 92501

**MASTER SERVICES AGREEMENT  
SPECIAL EDUCATION**

This MASTER AGREEMENT, hereinafter referred to as “Agreement”, by and between the **Riverside County Superintendent of Schools** hereinafter referred to as “SUPERINTENDENT” and **Perris Union High School District**, hereinafter referred to as “DISTRICT”, and collectively referred to as the “Parties”.

**RECITALS**

SUPERINTENDENT shall provide Special Education and/or related services to individuals with exceptional needs hereinafter referred to as “EDUCATIONAL SERVICES”. This Agreement is entered into pursuant to the provisions of PART 30 of the Education code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-1152, as amended, and federal and state regulations relating thereto. It is understood that this Agreement does not commit DISTRICT to payment for EDUCATIONAL SERVICES unless, and until, an approved Referral/Interim Placement is submitted to SUPERINTENDENT.

**AGREEMENTS**

In consideration of mutual promises contained herein, it is mutually agreed between the Parties, as follows:

**I. GENERAL PROVISIONS**

- A. TERM:** This Agreement is effective on **July 1, 2019** to **June 30, 2020**. This Agreement may be renewed annually, upon mutual written agreement of the Parties.
- B. MODIFICATION AND AMENDMENTS:** This Agreement may be modified or amended in writing by consent of the Parties.
- C. GOVERNING LAW:** The terms and conditions of this Agreement shall be governed by federal and state law. The venue of all legal proceedings shall be in Riverside County, California.
- D. TERMINATION:** The Parties agree to process any termination of EDUCATIONAL SERVICES matters in accordance with Riverside County SELPA Governance Council program transfer language for Students with Moderate/Severe and Low Incidence.

**II. ADMINISTRATION OF MASTER AGREEMENT**

- A. NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

**SUPERINTENDENT:**  
**Riverside County Superintendent of Schools**  
**Contracts and Acquisition Administrator I**  
**Contracts and Purchasing Services**  
**3939 Thirteenth Street**  
**Riverside, CA 92501**

**DISTRICT:**  
**Perris Union High School District**  
**155 East Fourth Street**  
**Perris, CA 92570**

The effective date of the notice shall be the date shown on the return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the Party giving notice, or as specified in a specific section of this Agreement.

- B. MUTUAL HOLD HARMLESS:** DISTRICT shall defend, hold harmless and indemnify SUPERINTENDENT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of DISTRICT, its governing boards, officers, administrators, agents and employees.

SUPERINTENDENT shall defend, hold harmless and indemnify DISTRICT, its governing board, officers, administrators, agents and employees from and against any and all liabilities, claims, demands, suits, actions, and causes of action, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, or extra expense from any cause whatsoever arising from or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts of omissions of SUPERINTENDENT, its governing board, officers, administrators, agents and employees.

This indemnity shall survive the termination of this Agreement and/or final payment and is in addition to any other rights or remedies that the Parties may have under law and/or this Agreement.

- C. ENTIRE AGREEMENT:** This Agreement and subsequent Interim/Administrative Placement and/or Referral forms shall constitute the entire Agreement between SUPERINTENDENT and DISTRICT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement binds the successors, and assignees of both SUPERINTENDENT and DISTRICT. The procedures for executing the Interim/Administrative Placement and Referral processes are described in **Exhibit 1**.
- D. SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- E. FINGERPRINTING:** Education Code sections 45125.1 and 45125.2 require SUPERINTENDENT to verify that its employees and subcontractor who may have contact with pupils during the performance of this Agreement have not been convicted of serious or violent felonies as defined by statute. Compliance with the statute, including the fingerprinting requirements, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.
- F. INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, SUPERINTENDENT is acting as an independent contractor and not as an agent or employee of DISTRICT. Any and all personnel performing the services under this Agreement on behalf of SUPERINTENDENT shall at all times be under SUPERINTENDENT'S exclusive direction and control. SUPERINTENDENT shall pay all the wages, salaries and other amounts due

such personnel in connection with their performance of service and as required by law. SUPERINTENDENT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, SUPERINTENDENT is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as the means and methods for accomplishing such results.

**G. INSURANCE:** SUPERINTENDENT shall provide and maintain, for the duration of this Master Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Agreement by SUPERINTENDENT, its agents, representatives, or employees.

1. Insurance coverage shall be at least as broad as:
  1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
  2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. SUPERINTENDENT shall maintain limits of insurance no less than:
  1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
  2. Automobile Liability: \$1,000,000 combined single limit.
  3. Professional Liability and Errors and Omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.
3. For all insurance coverages procured by the SUPERINTENDENT, the following terms apply:

Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At its option, DISTRICT may require the SUPERINTENDENT, at SUPERINTENDENT'S sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions as respects to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **III. EDUCATIONAL PROGRAMS**

#### **A. EDUCATIONAL AND RELATED SERVICES:**

1. **Educational Services:** SUPERINTENDENT shall provide to DISTRICT Educational and/or related services, which are consistent with each pupil's Individual Education Plan (IEP). **Appendix I** is a listing of EDUCATIONAL SERVICES currently being offered by SUPERINTENDENT.
2. **Purchase of Equipment and Services:** DISTRICT shall be responsible for the purchase of equipment and services for students with the following low incidence disabilities: Deaf/Hard of Hearing (DHH) and Orthopedically Impaired (OI) who are served in SUPERINTENDENT'S Special Day class, and DHH and OI Itinerant programs. Supplies and/or equipment purchased and/or provided by DISTRICT remain the property of DISTRICT and/or provided by SUPERINTENDENT remain the property of SUPERINTENDENT.

3. **Billing:** SUPERINTENDENT shall be responsible for billing those districts requesting Extended School Year (ESY) services **ONLY** at the established rate for appropriate disability/disability cluster. The annual rate will be converted to a daily rate by dividing the annual rate by the number of instructional days in the school year and then adjusted to the appropriate percentage of a standard school day that is utilized during the ESY schedule. No additional rate or bill is charged to DISTRICT for students enrolled in the standard year program.
4. **All Call Alert System:** DISTRICT agrees to add SUPERINTENDENT'S emergency reporting number, (951) 826-7775, to both DISTRICT'S staff and student all call alert system(s). Additionally, DISTRICT agrees to add SUPERINTENDENT'S assigned Principal to DISTRICT'S all call alert system(s) and ensure that all relevant site security information is forwarded to SUPERINTENDENT'S Principal in a timely manner.
5. **Safety Drill Participation:** SUPERINTENDENT operated special education classes will be provided advance notification by DISTRICT and participate in all school site safety drills including but not limited to fire, earthquake, and active shooter drills.
6. **Student Records:** DISTRICT will be responsible for providing SUPERINTENDENT'S personnel with access to student records in Special Education Information System (SEIS), so that SUPERINTENDENT can have access to student's records. DISTRICT will create user accounts at the request of SUPERINTENDENT for specialists and service providers within the County of Riverside.
7. **Data Exchange:** DISTRICT shall provide SUPERINTENDENT access to student information to include, but not limited to, English language learner information, low income status, medical alerts, and living situations (homeless/foster care).
8. **Data Reporting and Student Data:** SUPERINTENDENT shall agree to provide all data related to student information and billing information with DISTRICT. California local educational agencies, such as SUPERINTENDENT, and third party providers, are required by federal and state laws to protect certain student data, including but not limited to; financial, health, and educational records. SUPERINTENDENT must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA). Attachment A, Privacy of Student Records Protocol, is attached hereto and made a part of the Agreement by this reference.

**B. TRANSPORTATION:** DISTRICT shall be responsible for transportation services for DISTRICT pupils attending SUPERINTENDENT'S educational program, unless otherwise mutually agreed to in writing by the Parties.

**C. PROGRAM OF INSTRUCTION:**

Special Circumstances:

1. Special Circumstance Assistant is one-to-one intensive personnel support as determined by the child's Individualized Educational Program (IEP) due to an instructional need, following a DISTRICT'S completed Special Circumstance Assessment (RISA). Special Circumstance Assistant services will be billed to the pupil's district of residence at the following rate:

- |                            |                  |
|----------------------------|------------------|
| a. Instructional Assistant | \$43.00 per hour |
| b. Health Assistant        | \$45.00 per hour |

c. Licensed Vocational Nurse                      **\$50.00** per hour

2. Upon commencing home/hospital services, student is no longer included in SD verified count as student reverts to DISTRICT. Should DISTRICT require home/hospital services to be provided by SUPERINTENDENT'S employee, said services will be billed to pupil's district of residence based on the actual cost of salary, benefits and actual expenses of personnel providing the service.
  
3. If an IEP Team specifies additional and/or extraordinary services for a pupil covered by this Agreement, and if these services require an expenditure of funds greater than normally required by other students in the program provided by SUPERINTENDENT, a separate MOU between SUPERINTENDENT and DISTRICT shall be drawn accordingly within ten (10) working days of the IEP Team meeting.

<b>Exhibit 2</b>	Special Circumstances Assistant MOU Template
<b>Exhibit 3</b>	Home/Hospital MOU Template

Coordination of Curriculum:

1. The Parties agree that it is in the best interests of the pupils served under this Agreement to provide a coordinated system of curriculum development, implementation and monitoring, and they agree to cooperate in this regard.
2. EDUCATIONAL SERVICES shall occur at various locations within Riverside County. Changes in the educational program may only be made based on revisions to the pupil's IEP, a mediated agreement, an order from the California Special Education Hearing Office and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Agreement, the parent, SUPERINTENDENT or DISTRICT may request a review of the pupil's IEP, subject to all procedural safeguards required by state and federal law. The specific program of instruction shall be described in writing in the IEP.

**IV. PAYMENT SECTION**

**A. ANNUAL BUDGET COST ESTIMATE:**

This Agreement will be based on the Severely Disabled (SD) Annual Budget and will include the following:

1. Estimated number of students
2. Estimated total cost per pupil based on disability/disability cluster

**B. SPECIAL CIRCUMSTANCE AND HOME/HOSPITAL SERVICES:**

Special Circumstance Assistants and Home/Hospital teachers will be billed quarterly. Contracted LVNS providing Special Circumstances Assistant services will be billed in January and in July as part of year-end process.

**C. DISTRICT PAYMENTS AND REVENUE SOURCES:**

SUPERINTENDENT rate per disability cluster calculation will be applied to the average verified monthly Severely Disabled (SD) Student Program pupil counts (Sep - Jun data).

1. SELPA will transfer AB602 State Aid revenue monthly from the DISTRICT allocations to the SUPERINTENDENT to fund the SD Student Programs.
2. LCFF revenue generated by the attendance of a district student in the SD program will be automatically transferred through CDE's Principal Apportionment (PA) process to the SUPERINTENDENT.
3. SUPERINTENDENT will provide a reconciliation, identifying the final SD cost per district, less any funding source received to include AB602 State Aid from the SELPA, property taxes, and LCFF revenue generated. Balances owed/credited will be processed through a multi-district transfer as part of the year-end process.  
Please see the chart identified below to encumber the estimated total (billed to district) cost.

**D. CHART:**

	A	B	C	D	E
<u>DISABILITY CLUSTER</u>	PROGRAM COST (PER STUDENT)	AB 602 STATE AID AND PROPERTY TAX (85%)	AMOUNT PROVIDED BY DISTRICT =A-B	PROJECTED ENROLLMENT	ESTIMATED EXCESS DISTRICT COST = C * D
Deaf and Hard of Hearing	\$ 54,949	\$ 46,769	\$ 8,180	4	\$ 32,720
Autism	\$ 56,766	\$ 48,394	\$ 8,372	24	\$ 200,928
Intellectually Disabled - Severe	\$ 50,911	\$ 42,725	\$ 8,186	15	\$ 122,790
Emotionally Disturbed	\$ 55,624	\$ 47,283	\$ 8,341	0	\$ -
Intellectually Disabled-Moderate	\$ 47,981	\$ 39,855	\$ 8,126	0	\$ -
Visually Impaired-Itinerant	\$ 8,566	\$ 8,334	\$ 232	20	\$ 4,640
Deaf and Hard of Hearing-Itinerant	\$ 4,631	\$ 4,513	\$ 118	31	\$ 3,658
Orthopedically Impaired-Itinerant	\$ 3,555	\$ 3,458	\$ 97	22	\$ 2,134
Occupational Therapy-Itinerant	\$ 5,017	\$ 4,881	\$ 136	0	\$ -
				<b>TOTAL EXCESS DISTRICT COST:</b>	<b>\$ 366,870.00</b>
LCFF: TRANSFER OF FUNDS FOR COUNTY SERVED DISTRICT FUNDED ADA (ESTIMATED AT \$8,113 X SDC ENROLLMENT)			\$ (8,113)	43	\$ (348,859)
				<b>ESTIMATED TOTAL (BILL TO DISTRICT):</b>	<b>\$ 18,011.00</b>

By signing this Agreement, DISTRICT acknowledges and agrees to the terms and conditions including the following exhibits:

- A. APPENDIX I-Special Education Program Description
- B. EXHIBIT 1-Initial Referral Process
- C. EXHIBIT 2-Special Circumstance Assistant
- D. EXHIBIT 3-Instruction in Home or Hospital Teacher Services
- E. ATTACHMENT A-SUPERINTENDENT Data Security Practices and Procedures

The Parties hereto have executed this Agreement by and through their duly authorized agents and representatives, below:

**Riverside County Superintendent of Schools**

**Perris Union High School District**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_



## APPENDIX I

### SPECIAL EDUCATION PROGRAM DESCRIPTION

SUPERINTENDENT provides a wide range of special education program options to meet the unique needs of individuals with disabilities. For specific information on personnel assignments and site locations, refer to the SUPERINTENDENT'S Directory or Program Listing or call (951) 826-6547. The following is a brief description of the programs SUPERINTENDENT offers and the referral process procedures.

#### **Infant Circle Program**

***Concern for Infants in Riverside County Learning Enrichment (CIRCLE):*** Services provided to infants with disabilities, birth to three years of age, which may include assessment, individualized instruction in the home, consultation with parents, parent-child sessions in a classroom environment, and/or interagency linkage.

#### **Preschool GRASP Program**

***Giving Real Advantage to Special Preschoolers (GRASP):*** Special education services are provided to children, ages three to five, who demonstrate delays in speech/language development, fine motor skills, or pre-academic readiness skills. These classes meet one time a week for 3 hours.

#### **Related Services (RS)**

***Adapted Physical Education (APE):*** A physical education program designed and taught by a credentialed APE specialist to meet the individual developmental and physical needs of students with disabilities. Services may include assessment, direct instruction, and/or consultation/collaboration with special education personnel.

***Audiological Services:*** Services provided by a certified audiologist, which may include an annual audiological evaluation, monitoring of hearing aids and assistive listening devices, consultation with parents, and consultation with regular and special education personnel.

***Deaf and Hard of Hearing (DHH) Itinerant:*** Itinerant teacher services provided to students who exhibit mild to severe hearing loss. Services may include assessment, direct instruction, monitoring of specialized instructional materials and adaptive equipment, consultation with regular and special education personnel and parents.

***Braille Transcriber:*** Transcription of regular education curriculum, individualized curriculum and instructional materials into Braille for students who are legally blind.

***Interpretation:*** Individualized support for core curriculum areas provided to students who are severely hard of hearing to profoundly deaf, and who require oral language to be interpreted into sign language to facilitate and enhance their learning.

***Nursing Services:*** May include assessment; consultation with parents, teachers and other staff members; training of support personnel (e.g., instructional aids) and certified staff in specialized physical health care needs and procedures; monitoring medications and health status of individual students; consultation regarding adaptations/modifications to the regular or special education program; and/or direct services to students with disabilities; consultation with physicians.

***Orientation and Mobility:*** Individualized instruction in basic travel techniques which may include pre-cane skills and use of the long cane for students who are visually impaired. These services are provided in a variety of environments, including the classroom, school site, residential and commercial areas.

**Psychological Services:** Include assessment; development and monitoring of positive behavioral intervention plans; individual and/or small group counseling; monitoring of students' emotional and behavioral status; consultation with regular and special education teachers and/or mental health professionals.

**Speech/Language Services:** Part-time instruction and services provided to students with disabilities to enhance development of speech and/or language skills. Services may include assessment, direct individual and/or small group instruction, monitoring of and instruction on the use of assistive communication devices, consultation and collaboration with special education personnel, and communication with parents.

**Visually Impaired (VI) Itinerant:** Itinerant teaching services which may include direct instruction to students who are visually impaired, adaptations to regular and/or individualized curriculum materials into large print or Braille, monitoring of low incidence materials and equipment, consultation and collaboration with regular and special education personnel.

**Transition Partnership Program (TPP):** The TPP provides transition services for students in DISTRICT special education programs, SUPERINTENDENT'S special education, and community school programs. These services include a team of professionals who offer whatever assistance as necessary toward this transition, from career counseling to transportation, finding employment and locating a place to live. The students participate in a two-semester life skills course, which includes decision-making career assessment, job preparation and life skills for living independently; a formal Individual Transition Plan is developed for each student to determine the appropriate vocational goal and action plan; assisting students to obtain training and employment upon completion of high school. This program provides follow-up for two years after completion of high school. For more information on TPP call (951) 681-4533.

### **Special Day Class (SDC)**

**Auditory Oral Program:** The Auditory Oral Program offers options for students who are pre-school through 6<sup>th</sup> grade where students are taught using spoken language, with an emphasis on developing listening skills, and oral language within an academic setting.

**Total Communication:** The Total Communication Program offers options for students who are pre-school through 12<sup>th</sup> grade. The TC approach aims to make use of a number of modes of communication such as sign, oral, auditory, written and visual aide depending on the particular needs and abilities of the student.

**Visually Impaired:** Students with a visual impairment require extensive adaptation to the learning environment, specifically to print medium. The VI class provides students specific planning and support in areas of instruction in Braille and Orientation & Mobility, including the nine (9) Expanded Core Curriculum (such as independent, living, social, career education or technology skills). Typically the students' needs cannot be met with VI Itinerant Services and necessitate small class setting for most of the day.

**Autism (REACH):** SUPERINTENDENT'S Reach Autism program provides comprehensive, evidence-based school services that address the social, behavioral, communication, sensory and academic needs of children preschool through high school with autism spectrum disorders. The Reach team includes a speech/language pathologist, ABA specialist and an occupational therapist. Services are provided in a collaborative manner within the classroom setting.

**ID Severe (MOVE):** SUPERINTENDENT'S program for students having severe intellectual disabilities offer a standards based education to students with a focus on every students' individual needs which support health needs and specialized services based on students' individual needs.

**ID Moderate (ALIVE):** SUPERINTENDENT'S program for students whose intellectual and adaptive levels/skills are in the moderate range. The curriculum is functional academics, adaptive living skills and self-care.

***ED (ABLE):*** Classes designed to support students identified with emotional/mental health needs. A highly structured class setting utilizing research based positive behavior supports with an emphasis on developing social and emotional skills. Curriculum is aligned with California common core and may be accommodated and/or modified based on individual student need. Educationally Related Mental Health Services (ERMS) are provided to students with identified needs by the district of residence.

## **EXHIBIT 1 INITIAL REFERRAL PROCESS**

When a school site Individualized Education Program (IEP) team determines that the nature and/or severity of a student's disabilities are such that their needs cannot be met within a district operated program, they should discuss the potential referral with the appropriate special education administrator/designee responsible for processing referrals to SUPERINTENDENT.

There are two ways to complete the initial referral:

- A. The administrator/designee may choose to hold a school site IEP team meeting to discuss a referral to SUPERINTENDENT prior to involving SUPERINTENDENT personnel. Depending on the individual case, the IEP team may write an IEP or an IEP Addendum when making the initial referral to SUPERINTENDENT.
  1. A recommendation to refer to SUPERINTENDENT programs does not constitute a change in placement into a SUPERINTENDENT program; the student remains in his/her present placement until an intake IEP team meeting is held with SUPERINTENDENT personnel.
- B. The DISTRICT administrator/designee may choose to involve SUPERINTENDENT personnel in the initial consideration of a change in placement IEP team meeting if the parent/guardian has been informed of this option and a Referral Form has been sent to SUPERINTENDENT.

The attached SUPERINTENDENT Referral Form must be completed with all demographic information on the top of the page, reason for referral, request indicated, enclosures checked, along with a signed Authorization to Request/Release Information, and signature of DISTRICT Administrator/Designee.

### **The following documentation must be included with the Referral Form:**

1. Current IEP.
2. Current Multidisciplinary Report (Preferably less than one year old, However, IQ test results may be two years old at the time of the referral unless a recent significant precipitating event has occurred that might alter the student's cognitive functioning).
3. Immunization Record.
4. Home Language Survey.
5. Support Documents (e.g., Mental Health evaluation, Regional Center reports, Positive Behavioral Intervention Plan and medical reports).

The original Referral Form and supporting documents should be sent to SUPERINTENDENT'S Principal in their area. DISTRICT should maintain a copy of all records.

### **SUPERINTENDENT Receipt of Referral Form and IEP Process**

Upon receipt of a Referral Form, the receiving Principal and secretary will log the referral and assign a case carrier. The case carrier will review all pertinent assessments and supportive data.

When the Referral Form requests county consultation or a joint LE/count IEP team meeting, the LEA administrator/designee and SUPERINTENDENT'S case carrier are responsible for coordinating the IEP team meeting with SUPERINTENDENT and DISTRICT personnel. DISTRICT case carrier will make arrangements to have a Notice of Meeting sent to all participants at least ten days (whenever possible) prior to the meeting.

SUPERINTENDENT'S principal or designee will participate in the IEP team meeting and request complete cumulative records if the student is placed into a SUPERINTENDENT program. SUPERINTENDENT'S case carrier will assist in implementation of the IEP, and assure case completion of the initial referral.

**Referral for Related Services Only**

SUPERINTENDENT operates stand-alone Related Services (RS) in the areas of Audiological Services, Deaf and Hard of Hearing (DHH) Itinerant Services, Visual Impaired (VI) Itinerant Services, Orthopedically Impaired Services (OI) and Adaptive Physical Education Services (APE) for DISTRICTS within the Riverside County SELPA.

***Audiological Referrals:*** Referrals should be submitted on the Audiological Referral Form and forwarded directly to the DHH Clerk at David Long Regional Learning Center (JET mail). Referrals for DHH itinerant services should be sent to the DHH Principal, Division of Student Programs and Services, SUPERINTENDENT, and must include SUPERINTENDENT'S Referral Form, signed Assessment Plan, recent audiological evaluation, and Authorization to Request/Release Information.

***Referrals for VI Itinerant Services:*** Referrals should be sent to SUPERINTENDENT VI Principal, Division of Student Programs and Services, and SUPERINTENDENT, and must include the SUPERINTENDENT'S Referral Form, complete eye report or letter from a doctor indicating visual impairment, and Authorization for Request/Release of Information.

**EXHIBIT 2**

Division of Student Programs and Services  
Special Education



RIVERSIDE COUNTY  
OFFICE OF EDUCATION

**Special Circumstance Assistant  
Memorandum of Understanding Addendum**

School Year: \_\_\_\_\_ - \_\_\_\_\_

The Individualized Education Program for the student identified below requires specialized intensive support beyond the full range of instruction and services available to all students enrolled in the special schools programs. The signatures of the special education director and authorized district representative indicate approval for Riverside County Office of Education (RCOE) to employ the additional staff and agreement by the student's district of residence to assume fiscal responsibility for the service(s) specified in the student's IEP.

**Approval Must Be Obtained Before Initiating Service**

Student ID: _____	Date of Birth _____
Student Name: _____	SELPA: _____
Home Address _____	
Parent/Guardian _____	Home Telephone _____
Attending School: _____	Resident District: _____

**Program:**

- The pupil's IEP specifies that the following instruction and/or services beyond those offered to all pupils in special schools programs are needed for this pupil to benefit from his/her special education program:
- Individual Pupil Requirement of \_\_\_\_\_ hours per day

The staff support or services described above will be provided from: \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year

**Payment Options:**  District provides the assistant     LCI student, SELPA makes arrangements  
 RCOE to provide the assistant and invoices the district: \_\_\_\_\_  
Authorized District Representative

Signatures:		
_____	_____	_____
<i>Authorized District Representative</i>	<i>Name</i>	<i>Date</i>
_____	_____	_____
<i>Special Schools Principal</i>	<i>Name</i>	<i>Date</i>
_____	_____	_____
<i>Director/ Administrator</i>	<i>Name</i>	<i>Date</i>

**EXHIBIT 3**

**Instruction in Home or Hospital Teacher Services  
 Memorandum of Understanding Addendum**

School Year: \_\_\_\_\_ - \_\_\_\_\_

The Individualized Education Program (IEP) for the student identified below requires Home or Hospital teaching. The signatures of the SELPA Director and District Director of Special Education indicate approval for Riverside County Office of Education to employ certificated staff to provide Home or Hospital teaching services as specified in the student's IEP. The student's district of residence agrees to reimburse Riverside County Office of Education for the costs associated with Home or Hospital teaching services. The number of hours that Home or Hospital teaching services are provided will be documented on the Home or Hospital documentation form. The form requires a parent/guardian's signature verifying that the Home or Hospital services were provided. A parent/guardian or other appropriate adult must be present in the home when the services are provided.

**Approval Must Be Obtained Before Initiation of Services**

Student ID Number: _____	Date of Birth: _____
Student Name: _____	SELPA: _____
Home Address: _____	
Parent/Guardian: _____	Home Telephone: _____
Attending School: _____	Resident District: _____

Individual Pupil Requirement of \_\_\_\_\_ hours per week

The staff home teacher services described above will be provided from: \_\_\_\_\_ to \_\_\_\_\_  
month/year month/year

In order to allow immediate program implementation with home teacher in place, telephone approval was obtained from \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_.

<b>Signatures</b>		
_____ SELPA Director	_____ SELPA	_____ Date
_____ District Director or Designee	_____ District	_____ Date
_____ Special Schools Principal	_____ School	_____ Date
_____ Director/Administrator	_____ Special Education Services	_____ Date

**ATTACHMENT A**  
**SUPERINTENDENT Data Security Practices and Procedures**

**Introduction:** SUPERINTENDENT has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Operational Support Services, Personnel Services, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 20, 2018, the Program has identified the following areas to be part of the continual improvement of the RCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
  - a. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances.
  - b. Continual improvement of Anti-virus/Malware software configuration, operation and security
  - c. Provide Anti-virus/Malware training and awareness.
  - d. Practice in depth Anti-virus/Malware defense for server and end user computers.
  
2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. RCOE addresses these plans by:

  - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
  - b. Secure Executive Oversight and Support for the COOP
  - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.
  
3. Firewall Administration and Configuration
  - a. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
  - b. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
  - c. Implement least privilege access
  - d. Documentation, content and sufficiency of firewall policies and procedures
  - e. Logical placement of firewalls
  - f. Restricted access to management interfaces
  - g. Continual evaluation of applied rule sets
  - h. Backup, recovery, and storage of configuration files
  - i. Firewall event log review and sufficient storage for retention policy
  
4. Network Systems and Database Vulnerability Scanning
  - a. Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.
  
5. Network Monitoring & Intrusion Detection
  - a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
    1. Attempted unauthorized logical and physical access;



2. Access trends and deviations from those trends;
    3. Access to sensitive data and resources;
    4. Highly-sensitive privileged access, such as the ability to override security controls;
    5. Access modifications made by security personnel; and
    6. Unsuccessful attempts to logon to a system.
  - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
6. Patch Management
  - a. Regularly review and update systems, configuration, and applications for required systems
  - b. Sufficient testing of systems before and after patching
  - c. Maintain documentation of patch history of required systems
7. Physical Security
  - a. To prevent unauthorized personnel from gaining direct access to SUPERINTENDENT facilities that house sensitive information, the following areas are under regular review and improvement process:
    1. Documentation, content and sufficiency of physical security policies and procedures
    2. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
    3. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
    4. Lock and Key control
    5. Access control including identification systems in use and access points
    6. Intrusion alarms
    7. Fire detection, suppression and prevention
    8. CCTV/digital imaging technologies
    9. Power system and utility control points
    10. Documentation, retired network storage, and refuse disposal
    11. Mail Handling
    12. Hard copy record storage
    13. Network Operations Center
8. Server (Data Center Systems) Administration and Configuration
  - a. Continual improvement of the following areas:
    1. Documentation of server implementations, policies, and procedures
    2. Hardware, operating system, and application security
    3. User account policy and rights assignments
    4. Auditing policies, system changes, user rights, and access to sensitive data
    5. Event and security log retention and regular review
    6. Critical file and folder permissions
    7. Remote access and security
9. Network Switch and Router Administration and Configuration
  - a. Continual improvement of the following areas:
    1. Develop clear documentation, content and sufficiency of policies and procedures
    2. Streamline installation, operation and security
    3. Regular review of configuration
10. Workstation Administration and Configuration
  - a. Continual improvement of the following:
    1. Documentation of workstation policies and procedures
    2. Hardware security
    3. Operating System installation, configuration and maintenance (patching)
    4. User account policies and rights assignments
    5. Event and security log settings and retention

6. Critical file and folder permissions
  7. Remote access and security
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11. Mobile Devices
    - a. Regularly examine SUPERINTENDENT’S policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both RCOE owned devices and personal devices brought onto SUPERINTENDENT’S network.
  
  12. Application Security Assessment and Mitigation
    - a. The primary objective is to assess how effectively and efficiently SUPERINTENDENT ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SUPERINTENDENT’S IT systems to accomplish and/or conceal an unauthorized diversion of SUPERINTENDENT’S assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:
      1. Database administration practices.
      2. Production control practices.
  
  13. Users Awareness Training
    - a. Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.