

MEMORANDUM OF UNDERSTANDING
Special Day Class Services

This memorandum of understanding between and among: the Contra Costa Special Education Local Plan Area, hereinafter referred to as CC SELPA; the Mt. Diablo Unified School District, hereinafter referred to as Mt. Diablo; San Ramon Valley Unified School District, hereinafter referred to as San Ramon is entered into in accordance with Education Code Section 56 195(b). The purpose of this agreement is to ensure the cost effective provision of appropriate special education services to individuals with exceptional needs residing within the attendance areas of the parties to this agreement.

I. DEFINITIONS

- A. CC SELPA is the 15 school districts plus the Office of the Contra Costa County Superintendent of Schools [acting as a Local Education Agency (LEA)] all of whom are signatories to the agreement contained in the Contra Costa Special Education Local Plan.
- B. Mt. Diablo is both a Special Education Local Plan Area and an LEA.
- C. San Ramon is both a Special Education Local Plan Area and an LEA.
- D. The sending LEA is the LEA wherein the individual with exceptional needs resides.
- E. The receiving LEA is the LEA that agrees to provide the special education and related services to the individual with exceptional needs.
- F. The IEP team for the "sending" and "receiving" LEAs will be as follows:
 - 1. For the CC SELPA, the IEP team shall be the one designated by the individual LEA that is sending or receiving the student.
 - 2. For Mt. Diablo, the IEP team shall be the one designated by Mt. Diablo.
 - 3. For San Ramon, the IEP team shall be the one designated by San Ramon.

II. INITIAL ASSESSMENT INSTRUCTIONAL PLANNING

- A. For initial assessment, the sending LEA will complete all necessary procedures including assessment plans and parent notification and will conduct all necessary assessments in accordance with the federal and state law.
- B. The receiving LEA will determine whether it can appropriately serve the student and provide all services that might be specified in the student's IEP.
- C. For initial instructional planning, the sending LEA will:
 - 1. Choose the location of the IEP meeting.
 - 2. Confer with the receiving LEA to decide upon a mutually convenient meeting time.
 - 3. Notify the parent or parent representative of the meeting.
- D. The sending LEA's IEP team, including the parent or parent representative, will develop the IEP based on assessments and recommendations, using the sending LEA's IEP forms.
- E. The receiving LEA will send appropriate representatives to the meeting and appropriate staff will facilitate placement.
- F. If the receiving LEA agrees to accept the student, it will assume

responsibility for providing all components as specified in the IEP. Additional costs may be negotiated between special education directors in the event of extra curricular activities outside of the regular school day or academic program. The LEAs must formally agree in writing as to who is incurring the additional expense. Any disputes will be resolved by the corresponding SELPA Directors.

- G. The Parties agree to consider access to all programs and services depending on the appropriateness of the student and the availability of space. Systems will be developed by program to provide opportunities for placements from all LEAs.
- H. By historical agreement, Mt. Diablo shall provide services to students who are deaf or hard of hearing from CC SELPA and San Ramon upon request of the sending LEA. Specific procedures have been developed for the students who are deaf or hard of hearing for admission to the Deaf/Hard-of-Hearing (DHH) Programs. Mt. Diablo shall maintain these procedures and provide copies annually to each SELPA. Contra Costa County Office of Education, as a member of CC SELPA, shall provide services to students who are medically fragile from Mt. Diablo and San Ramon upon request of the sending LEA. A change in this historical agreement for service will constitute a "program transfer." A program transfer is conducted under provision of law and regulation, including notification by the LEA terminating service to the other LEAs and SELPAs herein agreed to as a minimum of 18 months prior to implementation on July 1.
- I. Extended School Year requirements are the responsibility of the receiving LEA.
- J. Transportation requirements are the responsibility of the sending LEA.
- K. The receiving LEA shall notify the sending LEA if the student moves or is absent or suspended for a total of ten days in one school year. The receiving LEA is responsible for initiating processes for truancy with their School Attendance Review Board and/or by notifying the sending LEA. The receiving LEA would proceed with the Manifestation Determination if indicated.
- L. If a parent moves from one LEA to another within CC SELPA, Mt. Diablo or San Ramon, the student may continue in the current placement at the discretion of the new district of residence. The new district of residence shall be responsible for transportation.

III. IEP REVIEW

The receiving LEA will assume responsibility for assessments connected with any subsequent IEP reviews. The receiving LEA will:

- A. Schedule the time and place of the IEP meetings.
- B. Notify all IEP team members including representatives from the sending LEA.
- C. Conduct the IEP team meeting to develop the IEP using the receiving LEA's IEP forms. No IEP will be implemented without concurrence by the sending and receiving LEA.

IV. CHANGE OF PROGRAM PLACEMENT

- A. No program or placement change will be made by a receiving LEA without a proper IEP review conducted as described above.
- B. Should such a review result in a decision that the student can no longer be provided appropriate special education services by the receiving LEA, the student will be referred back to the sending LEA for an appropriate educational placement. The student may continue in the current placement until an appropriate educational placement is available or until the end of the school year including Extended School Year if indicated on the IEP.
- C. If it is anticipated that space will no longer be available for the beginning of the school year in the receiving LEA, the receiving LEA will notify the sending LEA before February 1. The student may continue in the current placement until an appropriate educational placement is available or until the end of the school year including Extended School Year if indicated on the IEP. A student who will leave at the end of the school year in this manner shall not be counted as a placement on the April 1 pupil count for purposes of exchange of funding.

V INTERDISTRICT ATTENDANCE AGREEMENTS

- A. The participating LEAs may enter into a separate inter-district transfer agreement.
- B. The inter-district transfer attendance agreement shall make a provision that there be no exchange of funds as a result of the approval by both LEAs of a parent's request for an inter-district transfer.
- C. Placement of students under this Memorandum of Understanding shall not be deemed an inter-district transfer unless V. A and B are in place.

VI. EXCHANGE OF RESOURCES

- A. The Parties agree to exchange resources for students placed for special education services.
- B. No resources shall be exchanged for students reported as receiving unduplicated Resource Specialist Program (RSP) (or Instructional Support Program ISP), or unduplicated related services or other such services to students who are mildly disabled.
- C. Resources shall be exchanged for students reported as receiving Special Day Class (SDC) services. Students who are deaf or hard of hearing placed by special education in Mt. Diablo shall be counted as SDC placements. Students who have not attended school for long periods of time shall not be counted for the exchange of resources as determined by the SELPA Director for each party.
- D. The Parties agree to base the exchange of resources on the previous school year's April 1 Pupil Count.
- E. The rate of exchange per student shall be \$27,918 for 2009-10. Thereafter, the rate will be adjusted by funded COLA provided in the state budget. In the event the funded COLA is negative, for the purposes of this memorandum of understanding, the COLA will be 0%. The serving LEA will

also receive a revenue limit based on attendance by the standard state reporting method.

- F. Calculation of the actual exchange shall be by annual written agreement among the parties as to the students placed and the net due to each party.
- G. Payment shall be made by November 1 of the current school year.
- H. It is anticipated that this funding mechanism will provide for all services necessary to meet the IEP needs of the student and no additional funding nor authorization of services will be provided by the sending LEA unless specified by separate written agreement per item II. F.
- I. Should a subsequent rate of exchange adjustment be requested, the serving LEA will present an accounting of actual program costs and a proposal for the adjustment to the participating SELPA Directors for consideration.

VII. HEARINGS AND COMPLAINTS

The student's district of residence (i.e., sending LEA) shall be responsible for all due process hearings and complaint procedures concerning the student. When the receiving LEA becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence. Furthermore, the receiving LEA will cooperate fully with the district of residence in the processing of hearings and complaints, as well as any problems encountered by the student or LEA while in the placement. If legal representation is required, the district of residence shall be responsible for the cost of the attorney, unless the other parties or LEAs choose separate representation. The sending and receiving LEAs shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome.

VIII. TERM

- A. This Agreement supersedes all other agreements. It becomes effective July 1, 2010, upon signature by all parties, and shall remain in effect until replaced by another agreement.
- B. This Agreement may be terminated at any time by any Party by provision of written notification through the US Mail Service one year and one day prior to the date of termination and completion of commitments for the current school year.

Mildred D. Browne Ed.D.

Mildred D. Browne, Ed.D.
Assistant Superintendent
Pupil Services/Special Education
Mt. Diablo Unified School District

12-15-09

Date Signed

Stephany LaFonde

Stephany LaFonde
SELPA Director
Contra Costa
Special Education Local Plan Area

12-1-09

Date Signed

Linda Rowley Thom

Linda Rowley Thom
Director of Elementary Special Education

Karen Heilbronner

Karen Heilbronner
Director of Secondary Special Education
San Ramon Valley Unified School District

12-11-09

Date Signed