

**2016-2021
Memorandum of Understanding**

**Governing Special Education and Related Services
between
California Montessori Project Charter - Capitol
and
Yuba County Special Education Local Plan Area**

Recitals

- A. Education Code Section 47641 provides that under certain conditions charter schools may participate as a local education agency (LEA) for special education purposes. California Montessori Project Consortium (CMP) was approved by the governance councils of Yuba County Special Education Local Plan Area (hereinafter “the SELPA”) as an LEA effective 7/1/06. Beginning 7/1/07 the charter school members of California Montessori Project Charter Consortium are approved as LEA members of the Yuba County SELPA. For purposes of governance and development of MOUs, the LEA members of California Montessori Project Consortium, may continue to act as a consortium for special education services.
- B. As an LEA, California Montessori Project-Capitol ensures that all students with exceptional needs attending schools operated by the LEA members are provided with a free and appropriate education in compliance with the Individuals with Disabilities Education Act; 20 U.S.C. Sec 1400 et, seq.
- C. As an LEA, California Montessori Project-Capitol assures it will comply with all provisions of the Yuba County Special Education Local plan Area (SELPA) policies and federal laws regardless of the student’s district of residence prior to enrollment in the CMP-Capitol. When a student enrolls in CMP-Capitol, the district of residence for special education becomes Sacramento City Unified School District. The district of service is CMP-Capitol.
- D. Education Code Section 47646 requires that local education agencies provide charter schools with an “equitable” share of funds or services, or a combination of both, to support the educational needs of students with disabilities enrolled in the charter school. California Montessori Project-Capitol is a charter school LEA.
- E. As an LEA, California Montessori Project-Capitol assures that each certificated employee is appropriately credentialed to serve in his/her assignment.

Now therefore, in consideration of the premises and agreements set forth herein, the LEA and SELPA agree as follows:

Article 1: Term

This agreement shall take effect on July 1, 2016 and shall expire on June 30, 2021 close of business. This MOU will be reviewed by each party's representative on a yearly basis. If any revisions are needed, the party initiating the change will notify the other party at least 30 days prior. Upon agreement of the revisions, the SELPA governing board and the Board of Directors CMP must approve before the changes are to be in effect.

Article 2: Special Education Services and Funding

A. Division and Coordination of Responsibility - It is agreed that this agreement covers only the delivery of special education services under IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act nor Disabilities Act. California Montessori Project Consortium member LEAs agree to assume responsibility for the items as specified in this article for all students who are enrolled in their LEA charter school. The designated representative for the California Montessori Project-Capitol in SELPA governance shall be the CMP Consortium Executive Director and/or designee. Within the Consortium, each LEA shall be represented by the school administrator who shall have the authority to act on behalf of the LEA/Charter School.

B. Identification and Referral of Students with or Who May Have Exceptional Needs - California Montessori Project-Capitol has the responsibility to make referrals of any students enrolled in the charter school who are believed to be eligible for special education assessment and/or services. Prior to making such referral, the School staff shall conduct a Student Study Team (SST) or other pre-referral review to determine if alternative interventions are appropriate.

C. Pre-placement Evaluation and Assessment - The referring team from each school, in collaboration with the parent will determine what assessments, if any, are necessary. As an LEA, California Montessori Project-Capitol will arrange for such assessments for all referred students, for annual assessments and for triennial assessments. The Consortium and/or the SELPA will assist LEA members with specialized assessments if requested.

D. Individual Education Program Development - Administrators and special education providers of each LEA in California Montessori Project Consortium shall be responsible for arranging the necessary Individual Education Program (hereinafter "IEPs") meetings in accord with all applicable federal laws. The LEA charter schools shall be responsible for the documentation of IEP meetings, the provision of statement of parent rights, and for having the designated School representative of the School in attendance at the IEP meetings. All IEPs shall be developed, maintained, and reviewed in a form and format as required by the Yuba County SELPA.

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the CMP-Capitol representative (or designee). Services and placement shall be

provided to all eligible charter school students in accordance with the policies, procedures and requirements of the LEA, Consortium and the Yuba County SELPA.

For students who enroll in CMP-Capitol LEA with a current IEP, it is the responsibility of the LEA to implement the existing IEP to the extent possible within existing resources, until the IEP is reviewed within 30 days.

E. Provision of Special Education and Related Services - CMP-Capitol LEA shall provide or contract for the provision of all special education and related services that are contained within or required by the terms of the IEP of any student who is enrolled in the charter LEA. The charter LEA will also provide appropriate and timely interim placements for students who are new to the school. The LEA, as a member of the California Montessori Project Consortium will maintain, or contract for services, with a provider of CASEMIS data entry in Yuba County SELPA. The LEA School in coordination with the LEA Consortium shall be responsible for notifying the CASEMIS provider of incoming special education students and referrals in a timely manner (no more that 3 business days), obtaining special and general education records and for completing the interim IEP paperwork. The LEA charter school will provide or contract for services in order to provide for student services listed in IEPs, including transportation.

F. Parent/Guardian Concerns - CMP-Capitol shall direct parent/guardian concerns regarding special education services, related services and rights to the designated administrative representative of the school site, then to the Consortium School's Executive Director and/or designee, and if not satisfied, then to program specialist or SELPA resources within Yuba County.

G. Complaints - In consultation with chartering districts and Yuba County SELPA, the CMP-Capitol administrator shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.

H. Due Process Hearings - California Montessori Project-Capitol as an LEA may initiate a due process hearing on behalf of a student enrolled in the LEA charter School. The LEA administrator may consult with the LEA Consortium and LEA Consortium special education director to determine resources available. The LEA shall obtain its own counsel, or coordinate for representation through California Montessori Project Consortium. The LEA shall be responsible for all legal costs.

I. SELPA Representation - As part of district representation duties at Yuba County SELPA meetings, the LEA Consortium Executive Director and/or designee shall represent the member LEA charter schools. Reports to the charter LEAs regarding SELPA decisions, policies, etc. shall be communicated to the LEA Directors. To the extent that the SELPA provides training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to the LEA Directors, staff and interested parents. To the extent that site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their LEA, such opportunities shall be made available to the School staff.

J. Finance - The LEA Consortium shall work cooperatively with other LEAs in Yuba County SELPA to develop and adopt allocation of funds from the YCOE SELPA. The LEA shall be

the provision of all necessary Special Education Services and responsibilities, as set forth above, to the students enrolled in the LEA.

K. Charter School "Site" Financial Responsibility - CMP Consortium will monitor and the financial status of all LEA sites comprising the charter consortium. If CMP Consortium, in consultation with the LEA, and the Chartering district determine that an LEA charter school is not able to meet financial obligations, that LEA is responsible to establishing a process to forward student records, including special education records, to the student's next district of service, or to the student's former district of residence. CMP Consortium and/or Yuba County SELPA will assist with the distribution of student records.

Agreements and Ratifications

The LEA and SELPA have executed this Memorandum of Understanding as of this day and year and agree to all of its terms as written above.

Witnessed:

By: Gary Bowman
(Authorized Charter School Representative)

Date: 4/29/16

By: [Signature]
As approved by SELPA governance council
(Authorized SELPA Representative)

Date: 4/29/16