

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. See VI. EXCHANGE OF RESOURCES Item D.g. for specifics.
- 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.

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 Contra Costa County Office of Education (CCCOE) provides special education classes throughout the SELPA and surrounding area to meet the specialized, intensive needs of students with disabilities for the benefit of students and districts.
 - a. Budget Development
Beginning in the fall of each fiscal year, the CCCOE will meet with the Contra Costa SELPA Administrative Council to determine individual district and SELPA wide enrollment projections and placement needs. A

preliminary budget will be developed including all recommended classes and services based on projected student enrollment. The budget proposal will be reviewed and approved by the Fiscal Advisory Committee (FAC) before presentation to Governance Council on or before June 30 of each fiscal year (see budget adoption calendar).

The CCCOE will work together with the members of the Administrative Council, the FAC and Governance Council to develop an annual budget that incorporates the collectively generated best ideas, planning, and use of shared resources possible to ensure CCCOE operated programs effectively serve the needs of students while keeping costs to a minimum. Mt. Diablo and San Ramon SELPAs are invited to participate in the budget development process.

b. Cost Reimbursement

The CCCOE shall be reimbursed for the actual cost incurred for the placement of district students in CCCOE operated programs.

c. Calculation of Cost Reimbursement

For the 2014-15 fiscal year, the actual cost for services provided by CCCOE operated programs will be calculated using the special education expenditures by program identified in the agency's 2013-14 Unaudited Actuals Report. Actual costs shall be divided by the average program enrollment taken on October 31, January 15, March 15 and June 1 of each fiscal year to determine a per pupil amount. Once established, the per pupil amount shall not increase by more than 2 percent in the current operating year. This method shall continue for each subsequent fiscal year.

d. Reporting Operating Activity

The CCCOE will present a fiscal update to the FAC and Governance Council at each of the established reporting periods. These periods include First Cost Review, Second Cost Review and Unaudited Actuals (see budget adoption calendar). As conditions change during the fiscal year, it is expected that the annual operating budget would be amended or revised by the recommendations of the Administrative Council, FAC and Governance Council.

e. Student Enrollment

Student enrollment shall be calculated using the October 31, January 15, March 15 and June 1 enrollment counts. Enrollment counts from these reports will be added and averaged to determine the individual district participation in CCCOE operated programs.

f. Payment Method

Districts will be billed twice during the fiscal year; once on or before February 15, based on the established rate, (increase not to exceed 2%), for costs incurred during the first half of the fiscal year based on the October 31 and January 15 enrollment count and a second time on or before August 15 of each fiscal year for actual costs incurred during the second half of the fiscal year. The August billing will be based on the average of the four enrollment counts, October 31, January 15, March 15 and June 1. Districts will receive notification of the calculation of prior year Actuals on or before August 15.

CCCOE Budget Adoption Calendar

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| Beginning in the fall of each fiscal year- Develop Enrollment Projection and Classroom/Staffing Plan | CCCOE meets with the Administrative Council and develops an enrollment projection for the following year based on current and anticipated district needs. A preliminary budget is developed based on this planning and then submitted to the Fiscal Advisory Committee (FAC) for review and approval. |
| By February 15 Proposed Budget | The FAC completes its review of the proposed budget and submit is to Governance Council for their initial review by February 15 to provide adequate notice in the event staff reductions are required. The proposed budget is returned to the FAC for further analysis and corrections. The CCCOE will provide an estimated per pupil placement cost by program. |
| On or before June 30- Adopted Budget | The CCCOE and FAC representative(s) present the final budget to Governance Council for approval. The CCCOE and FAC follow-up on any Governance Council recommendations. |
| By February 15 First Cost Review | Following a review by the FAC, the CCCOE and FAC representative(s) present to Governance Council the First Cost Review. The CCCOE and FAC follow-up on any Governance Council recommendations. Districts are billed their half-year share of costs based on the budget and the October 31 and January 15 counts. |
| On or before May 15 Second Cost Review | Following a review by the FAC, the CCCOE and FAC representative(s) present to Governance Council the Second Cost Review. The CCCOE and FAC follow-up on any Governance Council recommendations. |
| On or before August 15 Unaudited Actuals | Following a review by the FAC, the CCCOE and FAC representative(s) present to Governance Council the Unaudited Actuals Report. Districts are billed the second half of the year charges based on the Oct 31, Jan 15, March 15, June 1 enrollment counts and actual costs not to exceed 2 percent growth cap. Districts will receive notification of the calculation of prior year Actuals on or before August 15. |

- g. Each SELPA may implement a Program Transfer with a notice to the SELPA and COE that it intends to operate Special Day Classes for a specific type of class and specific students currently served by the COE. The date on which the transfer will take effect may be no earlier than the first day of second fiscal year beginning after the date on which the sending or receiving agency has informed the SELPA and COE - transfer taking effect on the first day of the second fiscal year following that date. (Education Code 56207) The new SDC Program Transfer under this SELPA process shall meet the same standards of service as operated by the COE and must meet the needs of the students as described in their IEPs. A notice from a district may be rescinded no later than November 1 of the prior year without penalty. Within 30 days of the SELPA notification of a program transfer all LEAs will be notified in writing.

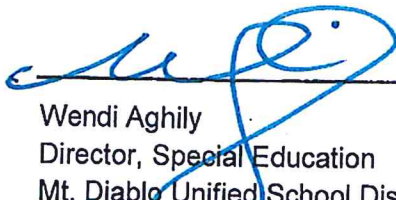
- h. The County shall develop with the Contra Costa SELPA a collaborative plan, which will describe the programs, services, guidelines and organization to be provided by the County. The plan is intended to serve as a guide for future program development for the County while providing immediate limitation to the excess cost responsibility for districts for services not provided under this agreement by the Contra Costa County Office of Education but required by an individual student's IEP.
 - i. The County shall be responsible for the independent operation of programs and services operated.
 - ii. The program standard for County operated SDCs shall be written for each type of class and align with the SELPA Annual Service plan guidelines for standards for operation of such specific classes under the same label and definition. When a new type of class is operated, the label and standards will be presented to the Governance Council for adoption into the SELPA Annual Service Plan.
 - iii. The rate of payment is designed to allow for and require the COE to present its annual budget including any carryover for the operation of Special Day Classes during the SELPA Program Certification process. No charge to LEAs for additional services shall be made.
 - iv. The County shall follow the data collection and reporting procedures established by SELPA policy as required of other LEAs for participation in Governance Council and State reporting requirements.
- E. Mt. Diablo and San Ramon SELPAs shall be paid using the same formula as the CCCOE – actual costs divided by the average program enrollment taken on October 31, January 15, March 15 and June 1 of each fiscal year to determine a per pupil amount.

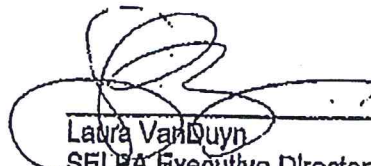
VII. HEARINGS AND COMPLAINTS

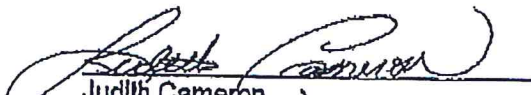
The student's district of residence (i.e., sending LEA) shall be responsible for all due process hearings and complaint procedures concerning the student. When the receiving LEA becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education 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, 2014, 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.


Wendi Aghily
Director, Special Education
Mt. Diablo Unified School District
9/18/14
Date Signed


Laura VanDuyn
SELPA Executive Director
Contra Costa
Special Education Local Plan Area
6/4/14
Date Signed


Judith Cameron
SELPA Director
San Ramon Valley Unified School District
6/9/14 Date Signed


C.B.O.
San Ramon Valley Unified SD.
6/9/14