MEMORANDUM OF UNDERSTANDING
Between Contra Costa SELPA and San Leandro Unified School District regarding:
Special Day Class Services (Contra Costa County Office of Education)

Participants

This memorandum of understanding between: The Contra Costa Special Education Local Plan Area, hereinafter referred to as "CCSELPA" and San Leandro Unified School District 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 area of San Leandro Unified School District. The Contra Costa County Office of Education hereinafter will be referred to as CCCOE.

Definitions

1. CC SELPA includes 15 school districts (Acalanes Union High School District, Antioch Unified School District, Brentwood Union School District, Byron Union School District, Canyon School District, John Swett Unified School District, Knightsen Elementary School District, Lafayette School District, Liberty Union High School District, Martinez Unified School District, Moraga School District, Oakley Union School District, Orinda School District, Pittsburg Unified School District, and Walnut Creek School District) plus the Office of the Contra Costa County Superintendent of Schools or CCCOE [acting as a Local Education Agency (LEA)] all of whom are signatories to the agreement contained in the Contra Costa Special Education Local Plan.

2. San Leandro Unified School District (LEA) is a single comprehensive school district located in Alameda County, California.

3. The District of Residence (DOR) is the sending LEA wherein the individual with exceptional needs resides and will be financially responsible for the cost of SDC placement and related services.

4. The District of Service (DOS) is the receiving LEA. The DOS/CCCOE, agrees to provide the special education and related services to the individual with exceptional needs.

5. The IEP team for the CCCOE and sending LEAs will be as follows:
    a. For San Leandro Unified School District, the IEP team shall be the one designated by the individual District/LEA that is sending the student.
    b. For CCCOE, the IEP team shall be the one designated by the CCCOE school program.

Roles and Responsibilities

See Attachment A: Roles and Responsibilities.

Exchange of Services

1. The Parties agree to exchange financial resources for students placed for special education services, including classroom and related services.
2. Resources shall be exchanged for students reported as receiving Special Day Class (SDC) services.
3. Rates shall be determined as per CCSELPA Policy 3100. The SDC rate for the 18-19 school-year will be determined based on type of classroom and related service and

support.

4. A payment schedule including anticipated cost of SDC service and support will be provided by CCCOE. District of Residence and CCCOE will coordinate payment schedule.
5. 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.
6. Should a subsequent rate of exchange adjustment be requested, the CCCOE will present an accounting of actual program costs and a proposal for the adjustment to the Administrative Council and Governance Council of the Contra Costa SELPA for consideration.

Hearings and Complaints

The District of Residence (sending LEA) shall be responsible for all due process hearings and complaint procedures concerning the student. When the CCCOE 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, San Leandro Unified School District. Furthermore, the CCCOE 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.

Term

1. This Agreement supersedes all other agreements. It becomes effective upon party agreement signature date and shall remain in effect through June 30th, 2019.
2. This Agreement may be terminated at any time by any Party by provision of written notification through the US Mail Service 60 days prior to the date of termination and completion of commitments for the current school year.

Laraine Dominico, M. A.
SELPA Interim Director
Contra Costa
Special Education Local Plan Area

_____
Date

Tom Scruggs
Director, Student Programs
Contra Costa County
Office of Education

_____
Date

Bill Clark
Deputy Superintendent, Business Services
Contra Costa County
Office of Education

_____
Date

Mike McLaughlin, Ed. D.
Superintendent
San Leandro Unified School District

_____
Date