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, 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 19-20 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. 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, 2020.
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

2-10-2020
Date

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

2-11-20
Date

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

2/12/20
Date

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

Date

MEMORANDUM OF UNDERSTANDING
Contra Costa County Office of Education
Special Day Class Services
Attachment A: Roles and Responsibilities

	COUNTY	DISTRICT	COORDINATED RESPONSIBILITY*
I. DISTRICT INITIAL REFERRAL PROCESS TO CCCOE			
A. District is responsible for conducting an initial assessment or reassessment prior to referral to COE program.		X	
B. District sends referral packet which includes the current IEP, current psychological report and any other relevant information (DIS services, medical information, agency involvement, etc.) to COE.		X	
C. District contacts COE to discuss: referral, visitation, possible placement, whether COE can meet the needs of the student and additional services the student may need.		X	
D. COE logs referral and shares information with necessary staff.	X		
E. District facilitates parent visits to potential placement(s), which may include a COE		X	
F. District schedules IEP and sends out the Notice of Meeting to all team members including COE. District completes all IEP paperwork in SEIS.		X	
G. District coordinates and conducts IEP team meeting to offer FAPE.		X	
H. District provides all necessary transportation documents and contacts transportation to inform them of the possible.		X	
I. COE provides family with student registration packet.	X		
J. District and COE complete gathering information necessary to enroll student in the COE classroom (Bus Service Request, Emergency Form, Parent Packet, Transfer of SEIS Record, etc.)			X
K. COE program confirms student's start date with District and Family. COE assigns classroom placement, enrolls student and verifies transportation.	X		
L. COE requests transfer of SEIS record from District, including IEP. COE adds District as provider to student's SEIS file as read only.	X		
M. District will affirm and attest IEP within 7 days of IEP and prior to actual transfer of the SEIS file.		X	

**Coordinated Responsibilities: District and County will confer to determine allocation of responsibility.*

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Contra Costa County Office of Education
Special Day Class Services
Attachment A: Roles and Responsibilities

	COUNTY	DISTRICT	COORDINATED RESPONSIBILITY
II. DISTRICT INTERIM PLACEMENT INTO CCCOE PROGRAM			
1. District sends Referral Packet to include Interim Placement form and current IEP to COE for placement consideration.		X	
2. COE program logs Interim Placement and shares information with necessary staff.	X		
3. District communicates with family and facilitates visitation to COE program as appropriate.		X	
4. District authorizes and arranges transportation.		X	
5. District and COE gather information necessary to enroll student in the COE classroom (Registration Packet contents).			X
6. District obtains parent signature on Interim Placement documenting the offer of FAPE.		X	
7. District provides COE with copy of signed Interim Placement.		X	
8. COE requests transfer of SEIS record, including IEP. COE adds District as provider to student's SEIS file as read-only.	X		
C. COE will confer with the District regarding appropriateness of placement and services prior to the Interim Placement (30-day) IEP review	X		
D. COE schedules Interim Placement (30-day) IEP review and sends out the Notice of the Meeting. COE drafts all necessary IEP paperwork in SEIS.	X		

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Attachment A: Roles and Responsibilities

	COUNTY	DISTRICT	COORDINATED RESPONSIBILITY
III. STUDENT SERVICES			
A. Triennial Evaluation COE will complete a Triennial Reeval form with parent to determine and plan the need for additional data for a 3-year evaluation. This may be done through a parent conference of telephone conference.	X		
B. Assessment and Re-evaluation (after placement) COE will obtain parent signatures on Assessment Plan, conduct assessments and provide report to parents and district prior to the IEP meeting.	X		
C. Case Management			
1. Determining an LEA (District) designee, the IEP Chair and the Key Contact with Parents Throughout the school year, the COE and District representative will develop a list for each student that will determine the LEA designee, COE case manager, IEP chair and the key contact with the parents.			X
2. Notice to Districts regarding possible COE service change. COE will notify LEA Designee of recommended changes in service prior to meeting.	X		
3. Scheduling IEPs (annual/triennial/other) COE will contact appropriate team members and coordinate mutually agreeable dates, times, locations.	X		
4. Notices of IEPs COE will mail notices of meetings to parents and IEP team members including LEA Designee.	X		
5. Coordinating Team Meetings/Pre-meetings COE case manager will schedule meetings to discuss progress/brainstorm strategies.	X		
6. Adherence to Timelines COE case manager will track the following timelines: Evaluation dates, Annual IEP, Triennial assessment, notice of meetings, assessment plans.	X		
7. Service Coordination COE case manager will coordinate scheduling of DIS services.	X		

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Attachment A: Roles and Responsibilities

	COUNTY	DISTRICT	COORDINATED RESPONSIBILITY
III. STUDENT SERVICES- Case Management (cont'd)			
8. Assurance of Service Delivery COE case manager will monitor delivery of services specified on the IEP and progress toward goals.	X		
9. Behavioral observations COE will conduct observations of individual students in a variety of settings by a qualified practitioner.	X		
10. Behavior Support Plan a. Identifying the specific behaviors to address. b. Establishing the goal for change and the steps required to achieve it. c. Procedures for recognizing and monitoring changed behavior. d. Choosing the appropriate behavioral strategies that will be most effective.	X		
11. Monitoring Adequate Progress Towards Goals COE case manager will monitor progress and provide parents with Reports of Progress.	X		
12. SEIS Data Entry and Management COE case manager enters data, CASEMIS clerk checks for errors. Requests for district providers to be added to SEIS record will be submitted in writing to COE clerical staff.	X		
13. Discipline			
a. Suspension An LEA may suspend a student with a disability for up to 10 consecutive school days	X		
b. Manifestation Determination			X
c. Expulsion Within 10 school days of any decision to change the placement of a child with a disability, because of a violation of a code of student conduct, the LEA, the parent, and relevant (1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or (2) if the conduct in question was the direct result of the LEA's failure to implement the IEP. If the LEA, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.		X	

*Coordinated Responsibilities: District and County will confer to determine allocation of responsibility.