

MEMORANDUM OF UNDERSTANDING **2015-2016**

Between
HILLSBOROUGH CITY SCHOOL DISTRICT AND SAN CARLOS SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is made and entered into as of August 24, 2015 between the Hillsborough City School District and the San Carlos School District. This MOU shall be in effect until June 10, 2016 or until revised by mutual and written consent of all parties.

The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by Hillsborough City School District (HCSD) when an appropriate program is not available in the pupil's district of residence. It is agreed that when a student is placed in a special education program in HCSD through the IEP process, then the San Carlos School District (which is referred to herein as the District of Residence (DOR)), retains all financial and legal responsibilities under the Individuals with Disabilities Education Act (IDEA) and related federal and California laws. As the student's district of residence and responsible LEA, the DOR remains the proper party to defend any and all legal disputes, claims, complaints, due process proceedings and/or civil litigation related to a student's educational program pursuant to this MOU.

HCSD's responsibility is limited to implementing the educational program provided for in the student's IEP and cooperating with the DOR. Thus, HCSD shall only be considered a service provider, and not the responsible LEA. Placements under this MOU shall not be deemed an interdistrict transfer, as the student is considered to be a resident of the DOR.

SPECIAL EDUCATION RESPONSIBILITIES

DISTRICT OF RESIDENCE (DOR):

Prior to Initial Placement:

1. Conduct all necessary assessments to determine student needs. Assessment reports shall not be more than 2.5 years old at the time of placement.
2. Convene an IEP meeting to identify potential LEA/SELPA programs.
3. Document the need for services to be provided outside the DOR.
4. Determine the availability and appropriateness of programs in HCSD by contacting the HCSD special education administrator.
5. Coordinate observations and IEP meetings with HCSD.
6. Arrange for and provide/fund transportation for the student to attend HCSD program.

Subsequent to Placement:

7. Attend and facilitate all IEP meetings, assess the student and make all educational decisions as required by law (e.g. offering a free appropriate public education (FAPE)). Participate in transition planning for possible return to the DOR.
8. In accordance with the fiscal agreements in this MOU, the DOR shall reimburse HCSD for all services for the student.
9. Ensure that HCSD is implementing the student's educational program consistent with his/her IEP.
10. It shall be the financial and legal responsibility of the DOR to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student's educational program pursuant to this MOU.

11. If HCSD is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, HCSD as a party except when #10 (under HCSD section) is applicable.
12. The DOR shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of HCSD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from educating the student, assessing the student and/or implementing the IEP by HCSD, excepting those liabilities, claims, losses, judgments, damages, demands or expenses arising out of or caused by the sole negligent, reckless, unlawful or intentional acts of HCSD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees except when #10 (under HCSD section) is applicable.

HILLSBOROUGH CITY SCHOOL DISTRICT (HCSD):

Prior to Initial Placement:

1. Confirm placement by entering into an MOU outlining responsibilities of the parties.

Subsequent to Placement:

2. Provide all services identified in the student's IEP. In the event HCSD is unable to implement any or all portions of the student's IEP, and/or it believes that the student cannot be provided a FAPE in its program, HCSD shall immediately notify the DOR in writing. Thus, it is the responsibility of the DOR to take any and all necessary action to ensure the student's IEP is properly implemented and he/she receives a FAPE.
3. Provide progress reports on at least a trimester basis to the DOR.
4. Attend all IEP meetings in cooperation with the DOR personnel. However, the DOR, not HCSD, is responsible for facilitating the IEP team meetings and making educational decisions as required by law.
5. Help complete all necessary IEP documents in cooperation with the DOR.
6. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
7. Contact the DOR and offer to complete the necessary assessments prior to the DOR conducting new assessments.
8. Initiate billing to DOR. (See Fiscal Responsibilities for detailed instructions).
9. If a legal dispute arises regarding a student's educational program and/or HCSD assessment, HCSD will fully cooperate with the DOR, including but not limited to making its employees and documents available.
10. HCSD shall indemnify and hold the DOR harmless from any adjudicated liability related to the HCSD's negligent, reckless, unlawful or intentional acts arising out of its obligations under this MOU. In the event that an administrative body or court of law determines that the claim of a student arises out of the negligent, reckless, unlawful or intentional acts of HCSD, HCSD will be obligated to provide contribution to the DOR in accordance with its proportionate share of liability. The amount of the contribution shall be determined by informal resolution between the superintendents, or designees, going before the County Superintendent of Schools or arbitration and identifying who will incur the cost of this process.

FISCAL RESPONSIBILITIES

When the DOR determines through the IEP process that a student shall be served outside the DOR in an HCSD placement in accordance with this MOU, the following shall occur:

1. The HCSD and DOR shall verify and approve each student's placement. HCSD must submit an invoice for payment, as appropriate based on students placement beginning August 24, 2015 or actual date of enrollment. The DOR will claim the student on its CASEMIS report.

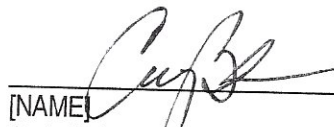
2. The DOR shall sign the MOU verifying fiscal obligations, student placement and related services in a timely manner.
3. The costs for placement and services identified on the IEP are listed on Attachment A.
4. Student remains DOR's student. DOR will claim student for ADA purposes.

MEMORANDUM OF APPROVAL

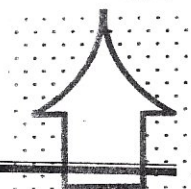
This MOU entered into this 24th day of August 2015 by and between the undersigned parties.



[NAME]
Anthony Ranii, Superintendent
Hillsborough City School District



[NAME]
Craig Baker, Superintendent
San Carlos School District



**SIGN
HERE**

MOU PLACEMENT FORM

Year: 2015-2016

[To be completed by the ~~DEVELOPMENTAL RESOURCES DOR~~ upon initial enrollment in Hillsborough City School District]

Student Count Date: ☐ Continued Placement

Sending LEA San Carlos

Student Name #16
 Last _____ First _____ Birthdate _____

Parent/Guardian Name _____
 Address _____ Last _____ First _____

SpEd Program See below Grade _____

School Site Where Requested Program is Located North Hillsborough

Billable DIS _____

In accordance with the MOU, the DOR agrees to transfer funds for the cost of the listed services to the Hillsborough City School District upon receipt of an appropriate invoice at the designated count dates. The projected cost of these services per billing period is:

Services	# of Services	Cost	COLA	Total
Special Ed Services Base Rate, 8/24/15-6/10/16 (teacher)		\$20,686.00	\$0.00	\$20,686.00
Special Ed Services Base Rate, 8/24/15-6/10/16 (classroom assistant)		\$5,381.00	\$0.00	\$5,381.00
SLP, 8/24/15-6/10/16		\$3,275.00	\$0.00	\$3,275.00
APE, 8/24/15-6/10/16		\$2,005.00	\$0.00	\$2,005.00
ESY 2015:				
Teacher	\$1,301.00			
Aide	\$ 403.00			
SLP	\$ 540.00			

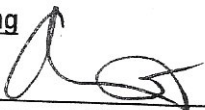
TOTAL COST THIS PERIOD:

2015-ESY
 \$2,244.00
 15-16 Year

\$31,347.00
Total:
\$33,591.00

If after the student is enrolled, and an additional aide, specialized equipment, or other significant additional services are required for this student, upon mutual agreement of the sending and receiving LEAs, the sending LEA will provide additional funding for the cost of these services.

Receiving

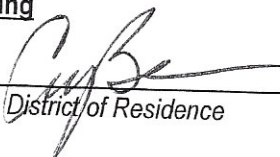


Hillsborough City School District

12/21/15

Date

Sending



District of Residence

1/4/16

Date



**SIGN
HERE**