

## **MEMORANDUM OF UNDERSTANDING**

Between  
SAN CARLOS SCHOOL DISTRICT  
and WOODSIDE ELEMENTARY SCHOOL DISTRICT

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The Memorandum of Understanding (MOU) is made and entered into as of January 25, 2016 between the San Carlos School District and the Woodside Elementary School District (WESD). This MOU shall be in effect until June 14, 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 San Carlos School District (SCSD) 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 SCSD through the IEP process, then the WESD 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, WESD 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.

SCSD's responsibility under this MOU is limited to implementing the educational program offered in the student's IEP as well as cooperating with the WESD staff to support meeting their student's needs. Thus, SCSD shall only be considered a service provider, and not the responsible LEA. Placement under this MOU shall not be deemed an interdistrict transfer, as the student is considered to be a resident of the WESD.

### **SPECIAL EDUCATION RESPONSIBILITIES**

**WOODSIDE ELEMENTARY SCHOOL DISTRICT shall:**

#### **Prior to Initial Placement:**

1. Conduct all necessary assessments to determine student needs. Assessment reports shall not be more than 2 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 WESD.
4. Determine the availability and appropriateness of programs in SCSD by contacting the SCSD special education administrator.
5. Coordinate observations and IEP meeting with SCSD.
6. Arrange for and provide/fund transportation for the student to attend SCSD program.

#### **Subsequent to Placement**

7. Attend all IEP meetings, assess the student and in coordination with SCSD staff 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 WESD or when transitioning to other school or at key indicators in educational history (e.g. preschool to kindergarten, elementary to middle, middle to high school)
8. In accordance with the fiscal agreements in this MOU, the WESD shall reimburse SCSD for all services for the student.
  9. Ensure that SCSD is implementing the student's educational program consistent with his/her IEP.
  10. It shall be the financial and legal responsibility of the WESD 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 SCSD is named as a party to a legal dispute, the WESD will cooperate in dismissing, with prejudice, SCSD as a party.
  12. The WESD shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of SCSD, 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 arising out of or caused by the sole negligent, reckless, unlawful or intentional acts of SCSD, its Board officers, members, representatives, agents, guests, invitees, and/or employees.

**SAN CARLOS SCHOOL DISTRICT (SCSD):**

**Prior to Initial Placement:**

1. Confirm placement by entering into an MOU outlining responsibilities of the parties.
2. Support the transition process for the student.

**Subsequent to Placement:**

3. Provide all services identified in the student's IEP. In the event SCSD 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, SCSD shall immediately notify the WESD in writing. Thus, it is the responsibility of WESD to take any and all necessary action to ensure the student's IEP is properly implemented and he/she receives a FAPE.
4. Provide progress reports on at least a trimester basis to WESD.
5. Attend all IEP meeting in cooperation with the WESD personnel. However, WESD, not SCSD, is responsible for facilitating the IEP team meetings and making educational decisions as required by law.
6. Help complete as necessary IEP documents in cooperation with the WESD.
7. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
8. Contact the WESD prior to recommending any additional services or assessments.

9. Initiate billing to WESD. (see Fiscal Responsibilities for detailed instructions.)
10. If a legal dispute arises regarding the implementation of a student's IEP, SCSD will fully cooperate with the WESD, including but not limited to making its employees and documents available in advance of or part of a due process proceeding.
11. SCSD shall indemnify and hold the WESD harmless from any adjudicated liability related to the SCSD's negligent, reckless, unlawful or intentional acts arising out of 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 SCSD, SCSD will be obligated to provide contribution to the WESD 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 mediation and identifying who will incur the cost of this process.

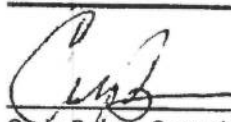
### **FISCAL RESPONSIBILITIES**

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

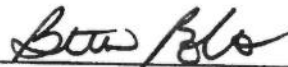
1. The SCSD and WESD shall verify and approve each student's placement. SCSD must submit an invoice for payment, as appropriate, based on student's placement beginning after the actual date of enrollment. The WESD will claim the student on its CASEMIS report.
2. The WESD shall sign the MOU in a timely manner, verifying fiscal obligations, student placement and related services.
3. The costs for placement and services identified on the IEP are listed on the SELPA Transfer of Special Education Funds Agreement.
4. Given the student remains WESD's student, WESD will claim student for ADA purposes.

### **MEMORANDUM OF APPROVAL**

This MOU entered into this 25th day of January, 2016 by and between the undersigned parties.



Craig Baker, Superintendent  
San Carlos School District



Beth Polito, Superintendent  
Woodside Elementary School District



# San Mateo County Special Education Local Plan Area

## TRANSFER OF SPECIAL EDUCATION FUNDS AGREEMENT (To be initiated by District of Attendance)

### SPECIAL EDUCATION: THIS AGREEMENT IS IN EFFECT FOR THE SCHOOL YEAR \_\_\_\_\_

Student Name: Student 34 Student Age/Grade: \_\_\_\_\_

Date of Enrollment: 1/25/16 Total Days of Enrollment: 91 days

The student residing in the Woodside Elementary School District, is hereby authorized to attend the San Carlos School District.

Special education services are described in the student's IEP. Cost calculation for transfer of funds will be based on SELPA adopted program standards. Actual days may include ESY.

RSP Prog.Std. \_\_\_\_\_ Est. Days Enrolled \_\_\_\_\_ Est. Cost \_\_\_\_\_ Actual Days Enrolled \_\_\_\_\_ Cal. Cost: \_\_\_\_\_

SDC Prog.Std. x Est. Days Enrolled 91 Est. Cost 11,882.43 Actual Days Enrolled 91 Cal. Cost: 11,882.43

DIS \_\_\_\_\_ Other (if any) \_\_\_\_\_ Other (if any): \_\_\_\_\_

Amount Due: \_\_\_\_\_

1. Prog. Std. OT Min/Wk 60 Est. Days Enrolled \_\_\_\_\_ Est. Cost 1,085.62 Actual 1,085.62 Cal Cost: 1,085.62

2. Prog. Std. \_\_\_\_\_ Min/Wk \_\_\_\_\_ Est. Days Enrolled \_\_\_\_\_ Est. Cost \_\_\_\_\_ Actual \_\_\_\_\_ Cal Cost: \_\_\_\_\_

3. Prog. Std. \_\_\_\_\_ Min/Wk \_\_\_\_\_ Est. Days Enrolled \_\_\_\_\_ Est. Cost \_\_\_\_\_ Actual \_\_\_\_\_ Cal Cost: \_\_\_\_\_

\*ESY

\* If student attended ESY,  
add number to actual days enrolled

Transportation

Actual Cost: \_\_\_\_\_

5,042.98

Special Circumstance Instructional  
Assistance (SCIA)

Actual Cost: 5,042.98

Total Cost: \$18,011.03

District of Residence

[Signature]  
Special Education Administrator

[Signature]  
District Superintendent/Authorized Agent

5/13/2016  
Date

District of Attendance

[Signature]  
Special Education Administrator

[Signature]  
District Superintendent/Authorized Agent

5/13/16  
Date

District of Attendance - Copy 1

District of Residence - Copy 2

District of Residence- Copy 3 cc: Business Office

Transfer of Special Education Funds Agreement

Rev. 10/13

Prepared for printing by San Mateo County SELPA