

MEMORANDUM OF UNDERSTANDING

Between
SAN CARLOS SCHOOL DISTRICT
and BELMONT REDWOOD SHORES SCHOOL DISTRICT

The Memorandum of Understanding (MOU) is made and entered into as of July 1, 2015 between the San Carlos School District and the Belmont Redwood Shores School District (BRSSD). 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 BRSSD 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, BRSSD 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 BRSSD 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 BRSSD.

SPECIAL EDUCATION RESPONSIBILITIES

BELMONT 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 BRSSD.
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 BRSSD 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 BRSSD 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 BRSSD 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 BRSSD will cooperate in dismissing, with prejudice, SCSD as a party.
12. The BRSSD 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 BRSSD in writing. Thus, it is the responsibility of BRSSD 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 BRSSD.
5. Attend all IEP meeting in cooperation with the BRSSD personnel. However, BRSSD, 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 BRSSD.
7. Provide all necessary low incidence materials and equipment consistent with the student's IEP.

8. Contact the BRSSD prior to recommending any additional services or assessments.
9. Initiate billing to BRSSD. (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 BRSSD, 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 BRSSD 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 BRSSD 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.

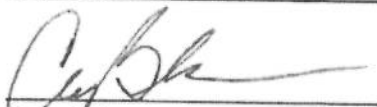
FISCAL RESPONSIBILITIES


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

1. The SCSD and BRSSD 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 BRSSD will claim the student on its CASEMIS report.
2. The BRSSD 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 Attachment A.
4. Given the student remains BRSSD's student, BRSSD will claim student for ADA purposes.

MEMORANDUM OF APPROVAL

This MOU entered into this 1st day of July, 2015 by and between the undersigned parties.


Craig Baker, Superintendent
San Carlos School District


Michael Milikina, Superintendent
Belmont School District

Appendix A

FISCAL AGREEMENT between SCSD and BELMONT, for student *Student #.18*

Academic School Year July 1, 2015-June 30, 2016

ESY 2014 July 7-July 31, 2015

Special Education Classroom (3 hours/day)	\$570.00
Speech Language Therapy 30 minutes/week	\$150.70
Occupational Therapy 60 minutes/week	\$240.12
1:1 Support (SCSD has agreed to split cost for 1:1)	\$1,486.94

ESY TOTAL	\$2,447.76
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Regular School Year Services August 26, 2015 to June 14, 2016

Special Education Classroom (4 hours/day)	\$10,021.01
Speech Language Therapy 90 minutes/week	\$4,181.93
Occupational Therapy 60 minutes/week	\$2,221.11
1:1 Support (SCSD has agreed to split cost for 1:1)	\$15,458.38

RSY TOTAL	\$31,882.43
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GRAND TOTAL	\$34,330.19
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