

MEMORANDUM OF UNDERSTANDING

Between

BELMONT REDWOOD SHORES SCHOOL DISTRICT and SAN CARLOS SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is made and entered into as of 8/26/2015, between the Belmont-Redwood Shores School District (BRSSD) and the San Carlos School District (SCSD). This MOU shall be in effect until July 15, 2016.

The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by BRSSD 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 through the IEP process, then SCSD 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 legal disputes, claims, complaints, due process proceedings and/or civil litigation related to a student's educational program pursuant to this MOU.

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

SPECIAL EDUCATION RESPONSIBILITIES

San Carlos School District shall:

Prior to Initial Placement:

1. Conduct all the necessary assessments to determine student needs. Assessment reports shall not be more than 1 year 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 of SCSD.
4. Determine availability and appropriateness of programs in BRSSD by contacting the BRSSD Director of Special Programs (650)637-4800
5. Coordinate observations and IEP meetings with BRSSD
6. Arrange for and provide/fund transportation for the student to attend BRSSD program.

Subsequent to Placement

7. Attend all IEP meetings, assess the student and in coordination with BRSSD staff make all educational decisions as required by law (e.g., offering a free and appropriate public education (FAPE). Participate in transition planning for possible return to the SCSD or when transitioning

- to another 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 of this MOU, the SCSD shall reimburse the BRSSD for all services for the student.
 9. Ensure that BRSSD is implementing the student's educational program consistent with his/her IEP.
 10. It shall be the financial and legal responsibility of the SCSD 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 BRSSD is named as a party to a legal dispute, the SCSD will cooperate in dismissing, with prejudice, BRSSD as a party.
 12. The SCSD shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of BRSSD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, damages, demands or expenses arising out of or caused by the sole negligent, reckless, unlawful or intentional acts of BRSSD, its Board officers, members, representatives, agents, guess, invitees, and/or employees.

BELMONT –REDWOOD SHORES SCHOOL DISTRICT (BRSSD):

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 that BRSSD is unable to implement any or all portions of the student's IEP and/or believes that the student cannot be provided a FAPE in its program, BRSSD shall immediately notify the SCSD in writing. Thus, it is the responsibility of SCSD to take any and all necessary action to ensure the student's IEP is properly implanted and he/she receives a FAPE.
4. Provide progress reports at least on a trimester basis to SCSD.
5. Attend all IEP meetings in cooperation with SCSD personnel. However, SCSD, not BRSSD, is responsible for facilitating the IEP team meetings and making educational decisions as required by law.
6. Help complete necessary IEP documents in cooperation with SCSD.
7. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
8. Contact the SCSD prior to recommending any additional services or assessments.
9. Initiate billing to SCSD (see fiscal responsibilities for detailed instructions.)


10. If a legal dispute arises regarding the implementation of a student's IEP and/or a BRSSD assessment of a student placed in BRSSD by SCSD, BRSSD will fully cooperate with SCSD, including but not limited to making its employees and documents available in advance or part of a due process hearing.
11. BRSSD shall indemnify and hold the SCSD harmless for any adjudicated liability related to the BRSSD'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 BRSSD, BRSSD will be obligated to provide contribution to the SCSD 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 SCSD determines through the IEP process that a student shall be served outside the SCSD in a BRSSD placement in accordance with this MOU, the following shall occur:

1. The BRSSD and SCSD shall verify and approve each student's placement. BRSSD must submit an invoice for payment, as appropriate, based on the student's placement beginning after the actual date of enrollment. The SCSD will claim the student on its CASEMIS report.
2. The SCSD 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 SCSD's student, SCSD will claim the student for ADA purposes.

This MOU entered into on the 26th day of August, 2015, by and between the undersigned parties:



Michael Milliken, Superintendent



Craig Baker, Superintendent



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 2015-2016

Student Name: Student 14 Student Age/Grade: _____ / _____

Date of Enrollment: 8/26/2015 Total Days of Enrollment: 180

The student residing in the San Carlos School District School District, is hereby authorized to attend the Belmont-Redwood Shores School District 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 180 Est. Cost 23,527.60 Actual Days Enrolled _____ Cal. Cost: _____

DIS _____ Other (if any) _____ billed to SELPA- mental health Other (if any): _____

Amount Due: _____

1. Prog. Std. _____ Min/Wk _____ Est. Days Enrolled _____ Est. Cost _____ Actual _____ Cal Cost: _____

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: _____

2,483.47

*ESY

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

_____ Transportation

Actual Cost: _____

_____ Special Circumstance Instructional
Assistance (SCIA)

Actual Cost: _____

Total Cost: _____

District of Residence

Suzanne Webster Morris
Special Education Administrator

[Signature]
District Superintendent/Authorized Agent

10-6-15
Date

District of Attendance

Marcia Leo-Hansie
Special Education Administrator

[Signature]
District Superintendent/Authorized Agent

9/15/2015
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