

**Memorandum of Understanding Between
The Modesto City Schools SELPA
and the Stanislaus County SELPA**

For the purpose of streamlining service provision and programming for Deaf and Hard of Hearing Programs during the 2019 - 2020 School Year

The parties to this Memorandum of Understanding (MOU) are the Modesto City Schools SELPA (MCS), and the twenty-five (25) Districts of the Stanislaus SELPA (Stan. SELPA). Both parties operate programs for children, ages 3 years old through the 8th Grade, who are receiving special education services within the eligibility category of Deaf and Hard of Hearing (DHH) pursuant to Part B of the Individuals with Disabilities Education Act (IDEA). Each program utilizes its own teachers, instructional aides, interpreters, sign language specialists, Speech and Language Pathologists (SLPs), Occupational Therapists (OTs), Adapted Physical Education Specialists (APEs), Assistive Technology (AT), Assistive Technology Specialists, Behavior Specialists, and other support staff.

Both parties observed that a measure of unnecessary service duplication, inconveniences, inconsistencies and other inefficiencies resulted from the operation of separate DHH programs. Both parties believe the merging of their respective DHH programs tend to remediate these sort of inefficiencies. For reference purposes only, this MOU is dated July 1, 2019.

RECITALS

This MOU is based on the following facts and understandings:

1. Generally, MCS will serve students from 4th through 12th grades and possibly to age 22 at various sites. Stanislaus County Office of Education (SCOE) will serve preformal students through 3rd grade at various sites.
2. The underlying intent of both DHH programs is to provide consistency in programming locations and to provide a quality educational program, appropriate to the needs of each child in a cost effective manner.
3. By this MOU, the parties wish to memorialize their concept of a streamlined DHH program for the 2019 - 2020 school year where generally all students requiring DHH special day class placement (per IEP) grades preformal to 3rd, will be served by SCOE and all students requiring DHH special day class placement (per IEP) for 4th grade through age 22, will be provided service by MCS.

WHEREFORE, the parties mutually agree as follows:

TERMS

A. Recitals

The above recitals are incorporated herein and any terms contained in the recitals are also terms of this MOU.

B. Provided Service

For the 2019 - 2020 school year, the parties will operate programs on facilities that are well maintained, clean, secure, and meet all requirements by law, fire, and The Williams Act.

Currently, SCOE operates the preformal program at Margaret L. Annear and the school age program at Hart-Ransom School. MCS currently operates their programs at Lakewood Elementary School, La Loma Junior High and Downey High School.

It is understood that if a SELPA needs to relocate a class, this information will be communicated between SELPAs.

It is expected that the programs will operate with practices consistent with the policies and practices of each integrated school site and will follow the site/program calendar as submitted and shared between SELPAs.

SCOE and MCS will provide all services appropriate to the Special Day Class setting as specified on each student's IEP such as but not limited to; interpreters, sign language specialists, Speech and Language Pathologists (SLPs), Occupational Therapists (OTs), Adapted Physical Education Specialists (APEs), Assistive Technology (AT), Assistive Technology Specialists, Behavior Specialists, and other support staff, and will be billed as part of the fee for service model.

The parties agree to provide the appropriate and qualified support personnel, hiring practices are compliant with state and federal laws, and follow all labor codes.

Both MCS and SCOE will provide appropriate educational curriculum for all students.

C. Program Financials

4. SCOE and MCS shall use the projected program costs for establishing the Fee for Service. The Fee will be established by March 1 of the prior year. A Fee for Service must be set for each class and applicable DIS Services. It is practice for the fee to be revised three (3) times per year, due to enrollment fluctuation and trued up at the end of the year, based on actual cost.
5. The Fee for Service cost calculation for DHH Special Day Class Program may include but is not limited to: administration, classified staff, clerical staff, certificated staff, instructional supplies, books, equipment, printing, network services, field trips, facilities/maintenance, hearing screening, behavior analysts, audiology services including maintenance of FM systems, assessments, indirect costs, DHH interpreters, and professional development.
6. MCS and SCOE agree to use the Stan. SELPA Form One procedure and process to establish and delineate the costs on a per pupil basis for each classroom.
7. State Apportionment: MCS will continue to calculate and claim state or federal funding that may be apportioned to a DHH student residing within the MCS SELPA regardless of whether the student is enrolled in a MCS or SCOE operated classroom.
8. MCS will claim state or federal funding for DHH students who are educationally placed in MCS DHH classrooms for those residing in other school districts that are members of the Stan. SELPA. The Fee for Service rate for the classroom will be reduced by the amount of funding claimed.

D. Extended School Year (ESY).

If ESY is offered on a student's IEP, the program of service should allow the opportunity to attend their ESY program.

E. IEP Team Meetings and the Offer of FAPE (Free Appropriate Education).

1. MCS personnel shall manage the IEP team meeting of all students in MCS classrooms regardless of whether the student is a resident of MCS or Stan. SELPA. Along with the pertinent district of residence, SCOE personnel shall manage the IEP team meetings of all SCOE students regardless of whether the student is a resident of MCS or Stan. SELPA in accordance and compliance with California state laws, guidelines, practices.
2. Both MCS and SCOE personnel shall take the necessary steps to ensure the district of residence of the student is notified of the IEP team meeting and is reasonably accommodated in the scheduling of IEP team meetings. The district of residence will offer FAPE.

a. Assessments and Independent Educational Evaluations.

MCS and SCOE are responsible for administering assessments and evaluations for all DHH students who are attending their programs.

b. Mainstreaming.

The Least Restrictive Environment (LRE) requirements of IDEA frequently require DHH students to receive general education services in a general education environment in conjunction with their special education services, accommodations, modifications, supports, goals and objectives as determined by their IEP team. The purpose of mainstreaming shall be for socialization and/or academics. There shall not be any singular standard for the recommendation of exposure to the general education environment as part of a DHH student's IEP. Both parties agree to provide mainstreaming opportunities to the highest extent possible.

c. Other Related Supports, Accommodations or Services.

The parties may enter into an additional agreement with the district or residence or between SELPAs separate from this MOU, in order to more efficiently fulfill their obligations to particular students.

F. Pupil Discipline

1. All suspensions and expulsions must conform to the requirements of California Education Code section 48900, et seq., and Title 20 U.S.C. section 1415(k). All parties will comply with the "stay put" provisions of Title 20 U.S.C. section 1415(j).

2. A manifestation determination IEP team meeting may be arranged only upon the agreement of the MCS administrator and the representative of the LEA from Stan. SELPA.
3. A 45-school day interim alternative educational setting may be initiated only upon the agreement of the MCS administrator and the representative of the LEA from Stan. SELPA. All 45-day removals must comply with Title 20 U.S.C. section 1415(k).

G. Indemnification

1. Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (i) the indemnifying party's breach of the terms of this MOU; (ii) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this MOU; and (iii) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.
2. In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.
3. The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees or agents.
4. This provision shall survive the expiration or termination of the MOU.

H. Due Process Hearings CDE and OCR Complaints.


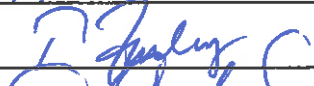

1. Each party shall consult and collaborate with the other in regard to such matters.
2. The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against MCS is the responsibility of and shall be funded by MCS. Any corrective action required in response to such a complaint is the responsibility of MCS. Similarly, complaints against SCOE shall be the responsibility of SCOE.

I. Processing Other Complaints.

1. From time to time, parents whose children are being served or other persons may file a personnel complaint, a Williams complaint or a compliance complaint with the school.
2. MCS shall be solely responsible for processing complaints against MCS personnel and SCOE shall be solely responsible for processing complaints against SCOE personnel
3. Each party shall consult and collaborate with the other in regard to such matters as may be necessary. Notwithstanding the aforementioned, each party may nevertheless file their own response or may file a response jointly with the other party.

J. Additional Provisions

1. Duration. The duration of this MOU shall be one school year (2019-2020) and end on June 30, 2020. This MOU may be extended from year to year by mutual agreement of the parties.
2. Amendment. The provisions of this MOU may be modified only by mutual agreement of all the parties. No modification or year to year extension shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
3. Compliance with Law. In the course of performing this MOU, both parties shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.
4. Confidentiality. Each party shall at all times protect the confidentiality of pupil information as required by California law.

By: 
By: 
By: 
By: _____

Date: 8/1/19
Date: 8/7/19
Date: 8/8/19
Date: _____