



## APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

*All contracts must be approved by the Board of Education*

Please return this signed cover sheet and the contract to the Business Office for review  
**at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

**Site/Department:** Special Education & Counseling

**Date(s) of Contracted Service:** 07/01/2020-06/30/2021

**Contractor Name:** Monterey County Office of Education

**Cost (not to exceed):** Not to exceed MCOE Excess Costs

**Description of Service:** Delivery of specified services to individuals with exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation.

**Contract Terms:** Prepayment Penalty: ☐ Yes ☒ No Auto Renewal: ☐ Yes ☒ No

☐ Venue for Legal Disputes Reviewed by Cabinet Member ☐ Legal Counsel Reviewed

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other \_\_\_\_\_

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason \_\_\_\_\_

**Funding Source:** ☒ District ☐ ASB ☐ PTO/PTA ☐ Other \_\_\_\_\_

☐ Fund 40 ☐ Fund 14 ☒ Fund 01 **Budget Source** Special Education  
01.6500.0.5001.9200.7142.00.000.0000.0023

***I have read and understand the terms of and approve the attached contract:***

Steve Gonzalez  
Site/Department Administrator Signature

06/08/2020  
Date

☒ Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

☐ Copy sent to the Site/Department \_\_\_\_\_  
Date



# Monterey County Special Education Local Plan Area

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## Regional Collaboration for Student Success

### Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Monterey County Office of Education, hereinafter referred to as LEA of operation, and the Carmel Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

#### 1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2020 and ending June 30, 2021. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

#### 2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is any of the following Visually Impaired, Deaf/Hard of Hearing, Autism Spectrum Disorder, Orthopedically Impaired, Intellectually Disabled, Emotionally Disturbed, Speech or Language Impairment, Physical Therapy, Mental Retardation and Therapeutic Intervention who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.



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### 3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

### 4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

### 5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

### 6. Responsibilities of the LEA of Operation

The MCOE, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



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- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

#### 7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
- b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
- c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
- d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
- e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

#### 8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



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plan. Beginning on the 11<sup>th</sup> day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion.

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

#### 9. Payment For Services

##### Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

##### Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

##### *Special Class*

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

##### *Related Services*

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,





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personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

### *Individual Services*

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a ☒ monthly, ☐ quarterly, or ☐ semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

### 10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

### 11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

### 12. Dispute Resolution



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For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.



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#### 13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Monterey County Office of Education  
LEA OF OPERATION

Carmel Unified School District  
LEA OF RESIDENCE

By:

By:

Colleen Stanley  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Associated Superintendent of Business Services  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date