

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION
AND ELK GROVE UNIFIED SCHOOL DISTRICT**

SPECIAL EDUCATION SERVICES

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and Elk Grove Unified School District (District) dated July 1, 2020 for reference purposes only. It sets forth the agreement between the Parties regarding the provision of services to students with moderate to severe or emotional disabilities.

TERMS

A. SCOE shall:

1. Operate special day classes for District's students with moderate to severe disabilities or emotional disturbances (Program). Program may be offered on a District site or at another district's site (School Site).
2. Allow District site staff access to SCOE occupied classrooms without prior notice to the extent that the visits are not unduly disruptive of the then occurring activity. When the Program is located at another district's site, District staff will follow school site office check-in procedures.
3. Be responsible for implementing Individual Education Programs (IEPs) under the Individuals with Disability in Education Act (IDEA). SCOE shall be responsible for conducting IEPs and assessments of students while they are enrolled in the Program, except as set forth in paragraph B.3, and shall provide copies of the same to District. The District shall be invited to send representation to all IEPs for District students.
4. Develop SCOE's school calendar to coordinate with the School Site calendar to the extent possible.
5. Employ and supervise all SCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of the classes. SCOE shall consult with District on site-specific issues as appropriate. District may bring any staff-related concerns to the attention of the person identified in Section K (Notice) below.
6. Provide the following staff/support for classrooms serving students with moderate to severe or emotional disabilities:
 - a. A credentialed teacher for each class.
 - b. An appropriate number of para-educators in each class based upon the needs of the class, excluding staff referenced in section F.2.a below.

- c. Administrative support to each classroom.
- d. Additional designated staff support, as needed, to each classroom that includes: Program Specialist; Language, Speech and Hearing Specialist; Vision Specialist; School Nurse; Behavior Management Technician, and Orientation and Mobility Specialist.
- e. Mobility Opportunities Via Education (MOVE) program and WorkAbility program, as appropriate.

B. District shall:

- 1. Assist with onsite supervision at School Sites, to the extent possible in the event of an emergency, when a SCOE school administrator and/or when a regular SCOE certificated employee is unavailable.
- 2. Refer students to the Program by completing SCOE's referral form and providing all requested information. District will provide SCOE with relevant documents including academic transcripts, behavior and discipline records, IEPs, and other related documents requested by SCOE.
- 3. Ensure that students referred to the Program have current IEPs and assessments at the time of enrollment. If a student's annual/triennial IEP or assessment is due or will become due within three months of enrollment in the Program, then the District shall hold the IEP before enrolling the student and/or conduct the assessments before enrolling the student in the Program. SCOE may agree, on a case by case basis, to allow students to enroll in the Program while assessments are pending. In this instance, the District shall be responsible for conducting the assessments.
- 4. Continue to be the district of residence/accountability for District students attending the Program.
- 5. District will maintain the mandatory permanent pupil record file for District students referred to the Program. SCOE will maintain folders and files for all District students enrolled in the Program, grant the District access, and provide copies of the student records at District's request. When a District student completes the Program or returns to the District, SCOE will forward all student folders, files, and enrollment information to the District.
- 6. Provide transportation services for District students from Home to School to Home; District will bear the cost of such services.
- 7. Provide transportation for District's students involved in Community Based Instruction as needed. Cost of such services will be reimbursed by SCOE.
- 8. Refer adequate number of students to the program to maintain a viable program. By February 1, identify monthly program enrollment for the subsequent school year (2021-2022). District will be responsible for meeting this minimum enrollment number for December 1 of the subsequent school year. To the extent referrals exceed the minimum

enrollment number, students will be accepted into the program to the extent there are appropriate spots available.

9. Provide Physical Therapy, Occupational Therapy, Adaptive Physical Education, and all other related services in accordance with any pupil's IEP except for services performed by the providers referenced in section A.6.d.

10. Provide School Psychologist services for the District students within the Program.

C. Emergency Services

1. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
2. SCOE will provide each School Site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders).
3. District will provide assistance to SCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available.

D. Site-level Roles and Responsibilities.

It is expected that SCOE and District Site administrators will meet annually to collaboratively clarify the site-specific roles and responsibilities. (See Attachment A, which is attached hereto and incorporated herein).

E. Facilities:

1. District will be responsible for providing facilities (Facilities) on the School Sites as specified below. If District is not providing Facilities, the remainder of the section E will not apply.

Jessie Baker School. 8850 Southside Avenue, Elk Grove. Portable Building Monterey Trail High School. 8661 Power Inn Road, Sacramento. Room HH1 Rutter Middle School. 7350 Palmer House Drive, Sacramento. Room J37 Sheldon High School. 8333 Kingsbridge Drive, Sacramento. Room F12 Sunrise Elementary. 11821 Cobble Brook Drive, Rancho Cordova. Room E1 T.R. Smedberg. 8239 Kingsbridge Drive. Sacramento. Room O-4 Auxiliary Student Space, such as, but not limited to: Outdoor common areas, restrooms, cafeteria, library, offices.
Prairie Elementary. 5251 Valley Hi Drive, Sacramento. Rooms 1, 2, 4, & offices Markofer Elementary. 9760 Tralee Way, Elk Grove. Room 31 Auxiliary Student Space, such as, but not limited to: Outdoor common areas, restrooms, cafeteria, library, offices.

2. District will be responsible for providing all utilities, custodial, and maintenance services to the Facilities. Custodial services (including supplies) will be provided at the frequency required to keep the facilities clean and sanitary consistent with the Program needs and uses.
3. District will provide all furniture and equipment that it would provide to other classrooms on the School Site unless otherwise agreed to with SCOE. SCOE will provide specialized and IEP related equipment and furniture.
4. District will provide the same internet connectivity, wireless access, and classroom telephones for the Program as it is provided to other classrooms on the School Site to the extent possible.
5. SCOE shall be responsible for damage to the Facilities beyond normal wear and tear caused by SCOE's use thereof. Otherwise, the school site district shall be responsible for repairs or maintenance necessary to maintain the Facilities, including any repairs to the Facilities and any utilities and HVAC units serving the Facilities.
6. The following documents are attached hereto and incorporated by reference:

None

To the extent there is a conflict with the terms herein and the terms of the attached documents, the terms of the attachments will govern only with regard to Facilities. Except for the attached documents incorporated herein, this agreement supersedes any and all other facility agreements.

F. Fiscal.

1. SCOE Costs:
 - a. Pay District for Facilities as indicated in section E, which will offset District's total costs.
 - b. Pay District for providing transportation for Community Based Instruction.
2. District Costs:
 - a. If, after a review by the parties, it is determined that additional Instructional Aide time is required to be provided in accordance with any pupil's IEP, District shall be responsible for paying for the cost of the additional aide time. This aide time will be in addition to that provided pursuant to A.6.b.
 - b. The District agrees to pay SCOE the amount of Thirty Three Thousand Four Hundred Fifty Two dollars (\$33,452) per student served for the 2020-2021 school year. For purposes of determining the amount to be billed, the District will be billed per student based on its December 1 student count (of the current school year) or the projected

enrollment number it identified by February 1 of the prior year (pursuant to paragraph B.8), whichever is greater.

- c. The State Superintendent of Public Instruction (SPI) will transfer to SCOE the amount of ADA generated per student for the District, at the District's ADA rate calculated by the SPI pursuant to Education Code section 42238.02(d)-(f).
3. Fiscal Shortfall: The terms and conditions of the agreement will be renegotiated if either of the following two events occur:
- a. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.
 - b. The basic funding model for Special Education changes during the term of this Agreement.

It is the intent of the parties to negotiate any amendments to this agreement to protect both SCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls.

- G. Term. This MOU is entered into and effective from July 1, 2020 through June 30, 2021.
- H. Nonrenewal of the Agreement. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1 of its intent to not to renew the agreement.
- I. Program Transfer. If a program or services already in operation are transferred to another school district or county office of education, pursuant to Education Code section 56207, the parties will comply with applicable Education Code provisions, including sections 44903.7 and 45120.2.
- J. Entire Agreement and Modification. This MOU constitutes the entire agreement and understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein. Any changes to this MOU must be agreed to in writing by all parties.
- K. Confidentiality. Confidential student and employee information may be exchanged between the parties for the purposes of fulfilling this agreement and providing services to the students. Each party shall be responsible for maintaining the confidentiality of employee and student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- L. Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to SCOE shall be sent to the following address:

Sacramento County Office of Education
P.O. Box 269003

Sacramento, CA 95826-9003
Attn: Michael Kast, Executive Director of Special Education
Email: mkast@scoe.net

Any notice to District shall be sent to the following address:

Elk Grove Unified School District
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
Attn: Christopher R. Hoffman, Superintendent

M. Indemnification. Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law. Should a due process complaint be filed by any student regarding whether they were provided FAPE while placed in the programs operated by SCOE pursuant to this Agreement, SCOE will cooperate with the District in defending and contribute proportionally to defense and settlement, if any of the alleged denials of FAPE are in regard to the implementation by SCOE staff of the Student's IEP while there.

It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

- N. Independent Agents. This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- O. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- P. Insurance. All parties shall maintain in full force Commercial General Liability Insurance with limits of no less than \$2,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this Agreement.

Q. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

SIGNATURES

David W. Gordon, Superintendent
Sacramento County Office of Education

Date

Christopher R. Hoffman, Superintendent
Elk Grove Unified School District

Date