

Memorandum of Understanding Between

East Whittier City School District

And

South Whittier School District

The East Whittier City School District (hereinafter referred to as the "EWCSO"), which operates a program on the campus of Hillview Middle School for students with significant emotional and behavioral needs (hereinafter referred to as "STEP"), and South Whittier School District (hereinafter referred to as the "Sending District") collectively referred to herein as the "Parties" mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5. EWCSO may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs pursuant to this part.

2. Term of Agreement

This agreement is effective for the period beginning July 1, 2021 through June 30, 2022.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services, and administration generates an entitlement based on average daily attendance of pupils in the local education agencies that comprise the respective Special Education Local Plan Area (SELPA).

4. Scope

EWCSO shall conduct the STEP special education program and services for eligible pupils of the Sending District referred by their Individual Education Program (IEP) teams when it is jointly determined by the Parties that the pupils' educational needs as specified in the IEP can appropriately be met by the programs operated by EWCSO. Prior to offering placement in STEP, the Sending District shall contact EWCSO's Director of Special Education and discuss a possible referral and the appropriateness of the placement, as well as whether a placement opening exists. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to EWCSO and submit a program referral packet as well as schedule a visitation with parent.

Upon review of the referral packet and site visit by parent, EWCSO and the Sending District's representative will coordinate an IEP team meeting for purposes of discussing possible placement in STEP. The Parties acknowledge that the Sending District, as the pupil's district of residence, maintain primary responsibility as the local educational agency (LEA) to ensure the pupil receives a free appropriate public education (FAPE). Sending District acknowledges that Sending District's parent or legal guardian will need to approve the IEP placing a student at STEP as an offer of FAPE.

EWCSO shall maintain and provide special education programs for Sending District pupils during the 2021-2022 academic school year within the administrative parameters established by

EWCSO's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows EWCSO to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of the annual reviews and shall provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP meeting.

6. Days Enrolled

A count shall be taken of the number of pupils enrolled in STEP as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the education placement in STEP, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in August unless written notification of withdrawal is received from either the parent or Sending District prior to the start of school. If a continuing pupil has not attended school by the eleventh day of the first school month, EWCSO shall notify the Sending District and a determination shall be made regarding continuing enrollment. Costs related to pupil enrollment are calculated based upon the actual district costs minus related income divided by the number of days of instruction. Bill-back to individual districts will be determined by multiplying the daily rate by the number of days enrolled for each student.

7. Definitions

- a. "Special Education Program Income" shall be defined as the sum of all State and Federal Funds generated by or on behalf of pupils transferred to STEP operated by EWCSO under this Agreement.
- b. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs, and Indirect Cost of STEP.
- c. "Cost per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the number of days enrolled during the year.
- d. "Daily Rate" shall refer to the program costs divided by the number of days of instruction and the number of students.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by EWCSO, the Sending District transferring pupils to the programs operated by EWCSO agree to pay EWCSO the daily rate for basic education cost not to exceed \$200.00 per day/per pupil. Invoices will be mailed to the Sending District bi-annually.

9. Related Services/Designated Instructional Services (DIS)

EWCSO provides the following related service as part of STEP: specialized academic instruction, adaptive physical education, health and nursing, individual/group counseling, counseling and guidance, psychological services, behavior intervention services, and agency linkages. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the Sending District or as otherwise agreed to by EWCSO and the Sending District, including translator services at IEP team meetings and/or translation of documents. In addition,

EWCSO shall separately bill the Sending District for the services provided by a one-one-one Paraeducator as required by the pupil's IEP.

10. Transportation

The Sending District shall be responsible for transporting pupils to EWCSO and shall ensure that the bus/vehicle arrives at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by EWCSO. If a one-on-one transportation assistant is required, the Sending District shall pay for the full cost of a one-on-one transportation assistant as specified by the pupil's IEP.

11. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

12. Complete Agreement

This agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.


APPROVED BY:

East Whittier City School District

BY: 
(Authorized Agent Signature)

Gabriela Tavitian, Asst. Superintendent
Of Educational Support Services


(Print Name & Title)


(Date)

South Whittier School District

BY: _____
(Authorized Agent Signature)

(Print Name & Title)

(Date)