

**01MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA CLARA COUNTY OFFICE OF
EDUCATION AND THERAVENSWOOD CITY
SCHOOL DISTRICT REGARDING FUNDING AND
PROVISION OF EDUCATIONALLY-RELATED
PLACEMENT/SERVICES TO STUDENTS
ELIGIBLE UNDER THE INDIVIDUALS WITH
DISABILITIES EDUCATION ACT LIVING
OUTSIDE OF SANTA CLARA COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”), is made by and between the Santa Clara County Office of Education (hereinafter referred to as “SCCOE”) and the Ravenswood City School District (“District”) with respect to the provision of special education and related services by the SCCOE to children who are (1) entitled to such services under the Individuals with Disabilities Education Act (“IDEA”) as contained in paragraph (26) of section 1401 of Title 20 of the United States Code and section 56363 of the California Education Code, (2) who reside within the District’s boundaries, (3) who are otherwise the responsibility of the District and funded through the District, and (4) where District and SCCOE agree no similar services are available within the county where the District is located. Hereinafter, the District and SCCOE will collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the District has obligations to provide education and specified services to children residing within District, with the District’s obligation arising under the IDEA as contained in paragraph (26) of section 1401 of Title 20 of the United States Code and section 56363 of the California Education Code;

WHEREAS, the SCCOE has obligations under California law to provide certain educational services to children residing within its county under certain circumstances, but does not have similar obligations to provide services to students who reside outside of the County of Santa Clara;

WHEREAS, the IDEA requires local educational agencies (“LEAs”), including District, to provide a free, appropriate public education (“FAPE”) to eligible students with disabilities living within the LEA’s boundaries, which may include by example, Deaf / Hard of Hearing (“DHH”) services, as required to assist a student with a disability to benefit from special education;

WHEREAS, student [REDACTED] (“Student”) resides within the boundaries of the District which is located within the Ravenswood City School District (“Home County”) and would not typically have access to services within the SCCOE;

WHEREAS, the District, as the LEA responsible for Student, through an Individualized Education Program Team meeting (“IEP”) has determined that Student has special education needs that cannot be met within the District or the Home County;

WHEREAS, the District and SCCOE agree that the DHH program presently provides services that allow for Student to access his education as identified in his current IEP;

WHEREAS, District wishes to place Student in the DHH program and SCCOE is willing and able to accommodate this placement, subject to the terms of this Memorandum of Understanding (MOU) and the attached exhibit(s);

WHEREAS, the Parties intend to reserve all rights each may have at the time this MOU is executed, and agree that nothing in this MOU shall waive or limit either Party's rights, including any right to seek reimbursement from the other Party for all costs, including costs not contemplated by this MOU at the time of execution, which are incurred in providing services under the IDEA to Student.

OPERATIVE PRINCIPLES

Accordingly, and in light of the foregoing recitals, the Parties agree that this MOU is to be implemented, interpreted and viewed in light of the following Operative Principles:

- District is responsible under the IDEA for the provision of FAPE to Student, including the provision of services as contained in paragraph (26) of section 1401 of Title 20 of the United States Code and section 56363 of the California Education Code, and SCCOE is obligated under State law, subject to funding, eligibility and agreements, to provide services to children in Santa Clara County.
- There is no federal IDEA obligation nor state law obligation on SCCOE to provide FAPE or related services to children residing outside of Santa Clara County, and this MOU is not intended to create any such obligations.
- During the period of Student's attendance at an SCCOE program under this MOU, District is Student's district of residence and retains educational responsibility for Student, including search and serve obligations, referral obligations, and obligations relating to Student's IEP offer.
- If at any time SCCOE determines that the SCCOE DHH Program is no longer able to educate Student or provide the MOU services, SCCOE may notify District of its intent to cancel this MOU and the District must take all necessary steps to convene an IEP to offer an alternative (non-SCCOE) placement to Student, and if necessary file for due process on its alternative placement offer. During any period of Student's attendance under this Agreement, including attendance during disputes between the Parties or Stay-Put (if ordered by the OAH), District is responsible for funding Student's placement in full so long as Student remains a resident of a District operated outside of SCCOE.
- The District retains discretion to offer the services under this MOU to Student through an IEP or separate settlement agreement. However, if the District offers these services through an IEP that binds SCCOE to provide services even after District may no longer be legally responsible, unless Student moves to a District within the SCCOE, District will continue to fund the placement until proper notices are effectuated and Student agrees to release SCCOE of its obligations.

NOW, THEREFORE, based on such recitals, operative principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. **Array of services:** Upon request from the District, and pursuant to IEPs developed and reviewed by the District, SCCOE agrees to provide educationally-related placement and services, including designated instruction services (“DIS”) as identified in Student’s IEP and covered by this Agreement (or where necessary a written addendum to this Agreement), if the District so requests. The types of services contemplated by this Agreement and the agreed upon pricing for these services are based on the SCCOE — Special Education Rebenching Estimates for Block Rates for the applicable school year which are attached hereto as Exhibit “A.” Any change to the types of services available or pricing pursuant to Exhibit “A” must be made in writing and comply with the Modification provisions under Paragraph 8, below. The specific placement and services that the District agrees to pay for and SCCOE agrees to implement will be chosen from Exhibit “A” and reduced to writing in a form identified as Placement and Service Agreement — (“PSA”), which is attached as Exhibit “B.” SCCOE services to Student under the PSA during the term of this MOU may include: placement in the SCCOE DHH Program, Deaf-Hard-of-Hearing services; vision services; orientation and mobility services; behavioral services (including shadowing and/or interventionist services); assessment and re- assessment; preparation of reports; IEP team meeting attendance, participation, and acknowledgement of attendance and/or participation; monitoring, case management, contracting with outside service providers, as needed; and, staff participation in due process hearing proceedings and compliance complaints which may arise from the provision of educationally- related services. Transportation services will not be the responsibility of SCCOE under this MOU. District agrees to transport Student to and from all placements and services contemplated by this Agreement.

2. **Referrals and assessment reports:** At the District’s discretion, District may either (a) Refer Student to SCCOE for educational or related service assessments, or (b) conduct assessments on its own or through a third party contracted by the District. The following rules will apply to referrals and assessment reports:
 - (a) District Refers Student to SCCOE for Assessment: when the District refers Student for assessments to be conducted by SCCOE, District agrees to enter into a separate services agreement (“Addendum Assessment Agreement”) with SCCOE to cover the cost(s) and expense(s) of the assessment. Regardless of when the Addendum Assessment Agreement is in place, SCCOE will process and complete that assessment in the timeframes required by law so long as the assessment referral or request is received by SCCOE within 5 days of District’s receipt. Receipt will be deemed effective upon the emailing of the referral/request to Jennifer Ann or James Howarth. SCCOE agrees that, once the Addendum Assessment Agreement is signed, SCCOE does not have the right to refuse the assessment referral(s) made by District and must use reasonable efforts to conduct the assessment within the District’s 60-day timeline as required by the IDEA unless SCCOE assessments have been terminated pursuant to the terms of this MOU: in which case the Parties will collaborate to complete any outstanding assessments. SCCOE will also produce an assessment report to District in advance of the IEP team meeting to discuss the outcome of assessments.

- (b) District Conducts or Contracts for Assessment: when the District determines that a referral for assessment (either from Student's parents, SCCOE, the District, or any other party) will be completed by the District or a third party contracted by the District, upon 48 hours' notice from the District and the completion of any then-existing Visitor Policy Requirements, SCCOE will not interfere in the assessment and will provide assistance as requested with allowing access to providers and information available at SCCOE or DHH Skilled Nursing Cluster formerly known as the Oster Cluster. District agrees to produce an assessment report to SCCOE in advance of the IEP team meeting to discuss the outcome of assessments, if such an assessment report is available.
3. **Change of Circumstances/Residence**: If at any time SCCOE determines that the DHH Skilled Nursing Cluster formerly known as the Oster Cluster Program is no longer able to educate Student or perform the services under this MOU and/or Student's IEP due to (1) the absence of resources of District, SCCOE, or both; (2) SCCOE's determination that Student's behavior or needs significantly interfere with SCCOE's ability to educate other students after all reasonable interventions have been exhausted; (3) over enrollment at the DHH Skilled Nursing Cluster formerly known as the Oster Cluster Programs with SCCOE eligible students; or (4) SCCOE's reasonable, good faith belief that Student's presence threatens the health or safety of other children, staff or administrators at the SCCOE DHH Program, SCCOE shall notify District of its intent to cancel this MOU by following the procedures in Paragraph 14, below, and the District shall take all necessary steps to convene an IEP to offer an alternative (non-SCCOE) placement to Student. Should Student or Student's parents not agree to the offered change of placement, District shall take all necessary actions, including but not limited to filing a due process complaint, to effectuate the offered change of placement. During any period of Student's attendance, including attendance during disputes between the Parties or Stay-Put (if ordered by the OAH), District agrees to continue to fund Student's placement in full, so long as Student remains a resident of the District.
4. **Records**: SCCOE and District will collaborate on an ongoing basis to ensure access by the SCCOE and District to Student's educational records.
5. **District's Provision of FAPE**: It is understood and agreed that the District has the right and obligation under IDEA to determine which services as contained in paragraph (26) of section 1401 of Title 20 of the United States Code and section 56363 of the California Education Code are needed for an eligible student to receive FAPE. Moreover, the obligation to offer FAPE to Student rests with District alone. In the event of any disagreement between District and SCCOE regarding what constitutes FAPE for Student or whether FAPE has been provided to Student, the District and SCCOE agree to follow the Dispute Resolution Procedures in Paragraph 15, below. SCCOE, as a vendor providing a service, is responsible for the implementation of the District's offer. SCCOE may, at the instruction of District, convene IEP team meetings at the SCCOE DHH Program and may use the SCCOE IEP forms for that purpose to maintain continuity for SCCOE staff. However, the Administrative Designee of the IEP will remain a District's representative for referrals and IEPs held for Student, including written addendums. SCCOE may not make offers of placement or services without District approval. All search and serve obligations relating to Student are exclusively the District's. The Parties agree that all placement and service offers are the exclusive offer of the District.

6. **Cooperation in IEPs and Administrative Proceedings:** Although District is responsible for IEP offers, SCCOE will cooperate in all IEP and referral decisions relating to Strident, will provide input and recommendations to Student's IEP team, attend Student's IEP meetings, and consult with District as District deems necessary under this Agreement. District will seek to avoid naming SCCOE as a party to due process proceedings except for those matters specifically related to a denial of FAPE due to SCCOE's refusal or failure to implement those services that the District is hiring SCCOE to provide through this MOU and Student's IEPs. The Parties agree to fully cooperate with one another with regard to all administrative and/or other legal proceedings involving Student that pertain to Student's receipt of FAPE through SCCOE.
7. **Privacy:** SCCOE and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of 2009; and under provisions of California law relating to privacy of student information. SCCOE and District shall ensure that all activities and communications undertaken under this MOU will conform to the requirements of these laws to the extent that they are applicable.
8. **Modification:** This MOU shall not be modified or amended without the mutual written consent of the Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall only be effective if the initials of both contracting Parties, along with the date of initialization, appear beside such deletion or change. In the event that Student's IEP team or District make recommendations that are not covered by this Agreement, it is expressly understood that an addendum agreement must be completed to assess any charges to the District beyond what is set forth in this MOU. The District agrees that all such costs that are incurred by SCCOE as a result of a District decision or IEP team offer shall be covered by the District. In the event that SCCOE incurs costs that are not pre-approved by the District in writing, SCCOE may be responsible for those costs unless the failure to provide such services would result in danger to Student or staff.
9. **Integration:** This MOU represents the entire understanding of District and SCCOE as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated MOU. Nevertheless, the Parties reserve all rights each may have under prior MOUs and/or state and federal laws. The Parties intend to reserve all rights each may have at the time this MOU is executed, and agree that nothing in this MOU shall waive or limit the Parties' rights, including any right of SCCOE to seek reimbursement from the District for all costs incurred in servicing Student under the IDEA
10. **Laws and Venue:** This MOU contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in this MOU and supersedes all prior MOUs, contracts, understandings and commitments whether oral or written with respect to the subject matter of this MOU. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is

brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court with jurisdiction over agencies in Santa Clara County, State of California, and damages may flow from any failure to provide services or payments as provided in this MOU. The Parties agree that this MOU may be enforced by writ of mandate or through breach of contract proceedings.

11. **Third Party Rights:** Nothing in this MOU shall be construed to confer any rights or benefits to anyone other than the Parties hereto nor shall any of the provisions be construed as an admission by either the District or SCCOE of a duty or obligations to anyone other than the Parties hereto.
12. **Severability/Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this MOU 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.
13. **Term:** The term of this Agreement shall commence on October 1, 2021 and shall continue from month to month until terminated by either Party through July 31, 2022. This MOU may be extended by the Parties' mutual written consent.
14. **Termination:** This MOU may be terminated at any time upon the mutual agreement of the Parties or by either Party upon 30 business days' advanced written notice to the other Party. Unless otherwise prohibited by law, should funds or other allocation of funds to which the SCCOE is entitled remain unpaid at the time of termination of the MOU, such funds shall be transferred to the SCCOE within sixty (60) calendar days after reconciliation.
15. **Dispute Resolution:** SCCOE and District agree that, upon the mutual consent of the Parties, the following process will be used to address disputes pertaining to this MOU. It is understood that these dispute resolution procedures shall not preclude or otherwise interfere with the right to bring an action as conferred in paragraph 10 and does not pertain to special education due process hearing complaints except as expressly provided herein.

SCCOE and District shall name a mutually agreed upon neutral party (hereinafter "Outside Party") to assist in resolving disputes using a process of facilitated communication though non-binding mediation between SCCOE and District. The Parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the aggrieved Party initiating the dispute to the non-initiating Party;
- If the issue is not resolved within ten (10) business days of the date of the written notice of the request for dispute resolution, the aggrieved agency initiating the dispute shall request that the Outside Party be contacted to schedule a meeting between the agencies;
- The Parties have ten (10) calendar days to agree upon an Outside Party to act as a mediator;

- No later than thirty (30) calendar days from the date Outside Party is contacted, a resolution plan between the Parties will be developed with the assistance of the Outside Party. The signatories of this MOU or their designees shall be responsible for assuring the agreements included in the resolution plan are implemented;
- Each Party shall bear its own costs related to the use of this dispute resolution process except that those costs related to retention of the Outside Party shall be shared equally between the District and SCCOE.

16. Indemnification: To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless SCCOE, its representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this MOU; in the event any action or proceeding in any forum is brought against the SCCOE for any such acts or omissions of the District, District shall defend the same at District's expense.

To the fullest extent permitted by law, SCCOE shall defend, indemnify, and hold harmless District, its representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement; and, in the event any action or proceeding in any forum is brought against the District for any such acts or omissions of the SCCOE, SCCOE shall defend the same at SCCOE's expense.

Except for those claims and matters related to SCCOE's alleged failure to implement Student's IEP, for which SCCOE is fully responsible, in the event that any person or party brings an action, proceeding, investigation, appeal or complaint against SCCOE on Student's behalf alleging violations of the IDEA or California's special education laws in any forum, relating to acts or omissions under this MOU, written amendments to this MOU, or the provision of FAPE to Student, to the fullest extent permitted by law District shall step in the shoes of SCCOE and defend SCCOE at District's expense, including retaining counsel acceptable to SCCOE. If, following a trial, hearing, compliance investigation, or appeal. Student prevails against SCCOE and receives an award, remedy, or judgment against SCCOE for 'SCCOE's alleged failures under the IDEA or California Education Code to sections 56000 et seq., District agrees it will be responsible for satisfying the award, remedy, loss, fines, or judgment, including any statutory attorneys' fees incurred by the prevailing party, except for those awards, remedies, losses, fines or judgments which are ordered due to SCCOE's failure to implement Student's IEP. To the extent any inter-agency dispute arises between the Parties regarding District's responsibility under this paragraph, the Parties agree that, upon the final disposition of the action, proceeding, investigation, appeal or complaint (whichever is later), the Parties will utilize the procedures in Paragraph 15, above, to resolve any such inter-agency dispute.

Notwithstanding any other term in this MOU, the Parties agree that in the event the parents of Student, or their agents, initiate litigation against the District in any judicial or quasi-judicial forum, including, but not limited to federal court, state court, the Office of Civil Rights, the California Department of Education, and/or the Office of Administrative Hearings, and if SCCOE's conduct, including inaction such as a failure to implement Student's IEP, substantially contributed to or caused an order and/or judgment against the District which led to the District being ordered to pay damages, compensatory education, attorneys' fees, and/or to incur other out of pocket expenses ("Losses"), the Parties agree that (1) they will participate in Dispute Resolution as set forth in Paragraph 15, and participation is not voluntary; and (2) nothing in this MOU shall act as no bar to the District seeking to be made whole for Losses attributable to SCCOE's conduct or inaction, in that forum, or other forum upon exhaustion of the dispute resolution process.

17. Force Majeure: Neither Party shall be deemed to be in default of the terms of this MOU if either Party is prevented from performing the terms of this MOU by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting Party. If any of the stated contingencies occur, the Party delayed by force majeure shall give the other Parties written notice of the cause for delay as soon as practicable. The Party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance of the terms of this MOU. Neither Party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.
18. **Notices:** All notices provided for by this MOU shall be in writing. Notices shall be mailed, electronically delivered or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices related to this MOU shall be mailed to District and shall be addressed to:

- 1.) Ravenswood City School District
Jennifer Gravem, Director of Special Education
2120 Euclid Avenue
East Palo Alto, CA 94303
- 2.) jgravem@ravenswoodschools.org

All notices related to this MOU shall be mailed to SCCOE shall be addressed to:

- 1.) Santa Clara County Office of Education
Jennifer Ann, Director of Special Education
1290 Ridder Park Drive, MC 273
San Jose, CA 95131
- 2.) email: jann@sccoe.org

19. **Representation on Authority of Parties/Signatories:** Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
20. **Incorporation of Recitals:** The Parties understand and agree that the recitals set forth above are terms of this MOU and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates of their signatures.

RAVENSWOOD CITY SCHOOL DISTRICT

(Date)

By: Gina Sudaria

Title: Superintendent

SANTA CLARA COUNTY OFFICE OF EDUCATION

(Date)

By: Jessica Bonduris, Ed.D.

Title: Assistant Superintendent -

Educational Services

EXHIBIT A

SANTA CLARA COUNTY OFFICE OF EDUCATION - SPECIAL EDUCATION REBENCHING
2021-22 ESTIMATE FOR BLOCK RATES

DHH Block

A

	Position	FTE		Avg. Costs	Cost Per Class (20 ESY)	# Students per FTE
Classroom Count: 13	Teacher	1.000	X	178,103 =	178,103	8.54
	Aide**	0.839	X	81,240 =	68,156	10.18
February 2021 Enrollment: 111	DIS(APE,VI,OM,IncSpec)	0.139	X	175,493 =	24,405	61.40 *
	SLP	0.240	X	174,698 =	41,927	35.58 *
	OT/PT	0.050	X	170,606 =	8,530	170.77 *
	BCBA	0.000	X	154,906 =	-	-
Avg Class Size Based On Projections: 8.54	Nurse	0.058	X	171,532 =	9,949	147.21 *
	Psychologist	0.054	X	168,801 =	9,115	158.12 *
	Interpreter	1.385	X	110,391 =	152,850	6.17 *
	Educational Associate	0.2885	X	90,068 =	25,981	29.60 *
	Counselor	0.0000	X	- =	-	- *
	Audiologist	0.262	X	164,973 =	43,147	32.65 *
	Contract Services (Sign Language Contracts & CART)				1,923	
	Adj. for Classes Not Operating in ESY (See note)				(26,035)	
	Subtotal - Classroom Cost				538,051	
	Allocation of Shared Costs (equally distributed to classrooms in all blocks):					
	Instructional Admin(Director,Principal,SOC,Asst.Director,TOSA,Specialist)				39,380	
	Other Support Staff(Fin.Analyst,Program Coordinator)				2,345	
	Substitute for Teachers and Aides				4,771	
	Custodial/Maintenance/Operations				1,297	
	Utilities				1,407	
	Repairs				96	
	Communications				755	
	Materials and supplies (Admin, Support Staff & Classrooms)				3,729	
	Contracted Services				3,879	
	Legal Costs				549	
	Other Direct Services (IOSAs for NW SELPA,TDSD,PLUSD, etc.)				586	
	Mileage & Travel				1,170	
					-	
	Subtotal - Shared Cost				59,964	
	Total Direct Cost				598,015	

Total Direct Cost			598,015
Indirect Cost (object code 7000)	ICR	9.00%	53,821
Total - DHH with Indirect Cost			651,836

Note- ESY: Salaries + Benefits \$ 562,163 = (A)
 (A) X .10 (20 days of ESY / 200 total instructional days) = (B)
 (B) X (# of classes not operating in ESY) 6 = (C)
 (C) / 13 (# of classes in DHH) = \$ 26,035

* Student per FTE if total assignment were students in the Deaf block.

**Aides reduced in Deaf block due to use of Educational Associates.

<u>Estimated Cost Per Student (Based on February 2021 Block Count) :</u>					
<u>-> Final cost will be determined by usage based on October 2021 through April 2022 average</u>					
	Per Class Cost		Total	Enrollment	Est. Cost per Student
Est. Per Class	\$ 651,836	x 13 =	\$ 8,473,868 /	111 =	\$ 76,341
MOU1 & Offsets	\$ (49,791)	x 13 =	\$ (647,280) /	111 =	\$ (5,831)
Est. Cost	<u>\$ 602,045</u>		<u>\$ 7,826,588</u>		<u>\$ 70,510</u>

EXHIBIT B

Placement and Service Agreement —

The Parties to the MOU dated _____ hereby agree to the following services for _____
_____:

Placement: Santa Clara County Office of Education DHH Program.

Full Year Cost: \$76,341.00 (includes 20 days of ESY 2021)

Prorated Daily Cost: $\$76,341.00 / 200 = \381.71 per day.

2. _____

Full Year Cost:

Prorated Daily Cost:

3. _____

Full Year Cost:

Prorated Daily Cost: