

SANTA CLARA COUNTY  OFFICE OF EDUCATION

Memorandum of Understanding

Between

School District

and the

Santa Clara County Office of Education

For Provision of Community School Services

This Memorandum of Understanding (“Agreement” or “MOU”), is made and entered into this July 1, 2018 between **School District** (“School District”) and the Santa Clara County Office of Education (“SCCOE”), regarding SCCOE providing community school services to School District.

RECITALS

WHEREAS, the SCCOE operates community schools which provide services (“Community School Services”) for students of Santa Clara County; and

WHEREAS, the SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and

WHEREAS, the School District desires to have access to the Community School Services for its resident students; and

WHEREAS, in order to properly budget for Community School Services, the SCCOE needs to know at least by **March 1st** of the prior school year how many of the School District's resident students will participate in the SCCOE's community schools.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth below, the SCCOE and the School District agree as follows:

1. Designation of Students. No later than March 1st of each year, the School District shall notify the SCCOE in writing of the projected number of students the School District intends to enroll with the SCCOE for SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year. This designation requirement shall not apply to special education students placed in a Community School Special Day Class as the funding for these services are provided in each SELPA's Budget Allocation Plan.

2. Options and Provision of Services. Upon payment described below, the SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by School District pursuant to Paragraph 1. Students can be referred to SCCOE programs with or without an expulsion. There will be three distinct levels of programs for referred students to receive services. For students with an IEP it is essential that their level of services are aligned with the level of program referred to.

- Level I

- Independent Study program where students meet with a credentialed teacher at least one hour per week to provide their academic program. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

- Level II

- Independent Study/Blended Learning program where students meet with a credentialed teacher at least one hour per week and also be enrolled into learning labs as necessary for their educational program. These learning labs will include direct instruction, online courses, social emotional pro-social activities, and field trips to enhance their academic program. In addition, they will have access to

weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need.

- Level III

- Daily program with individualized learning plan (ILP), Individual Living Skills Planning (ILSP) behavioral & social emotional support (MSW/MFT), work experience, and post-secondary planning.

3. Payment for Services. For the 2018-19 school year and effective July 1, 2018, the School District shall pay the SCCOE an initial per-allotment/per-seat at Level III amount per anticipated use to ensure that appropriate staff levels are achieved. At the end of the school year a summary of usage will illustrate the three different levels that the District students received. The difference between per-allotment/per-seat and actual usage will be reimbursed to the District. The allotment for Level III is \$11,385. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. On a monthly basis, a report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. At the end of the year, a final usage report will be sent to the district. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year. The cost for each additional student will be charged at the total cost of the allotment of Level III which is \$11,385 per SCCOE discretion.

4. Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student slots secured for the SCCOE community schools and based on the associated budget, the School District payment made pursuant to Paragraph 3 of this MOU shall be non-refundable, regardless of the number of students in attendance. School District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the slots requested by School District.

5. Additional Students. The SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from School District than were designated pursuant to Paragraph 1 ("Additional Student(s)"). For each allotment/seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year. The cost for each additional student may be charged at the total cost of the allotment of Level III which is \$11,385 per SCCOE discretion.

6. Monthly Notice & Semester Notice. The SCCOE shall notify the School District on a monthly basis of the number of students that the School District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the School District for that school year. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the district allotment/seat amount, thus freeing up potential seats for placements for the next semester. This notice shall be given by the SCCOE within twenty (20) days of the end of the previous semester.

7. End of Year Fund Balance. If there is a positive fund balance at the end of the school year the remaining funds will be returned to the districts that purchased allotments/seats proportionate to their percentage of the total allotments/seats purchased within the year.

8. District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student or the student is terminated by community schools.

9. Notice to the Parties. Notices required under this MOU shall be sent to the parties by certified US mail or email at the addresses set forth below, provided however, that the monthly notices may be provided via e-mail with the mutual agreement of the Parties:

Notice to the SCCOE:

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| SCCOE | |
| CONTACT PERSON | Erona Arroyo |
| STREET ADDRESS | 1290 Ridder Park Dr. |
| CITY, STATE, ZIP | San Jose, CA 95131 |
| TELEPHONE | 408-453-6550 FAX 408-453-6548 |
| EMAIL ADDRESS | Erona_Arroyo@sccoe.org |

Notice to the School District:

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|------------------|--|
| SCHOOL DISTRICT | |
| CONTACT PERSON | |
| STREET ADDRESS | |
| CITY, STATE, ZIP | |
| TELEPHONE/ FAX | |
| EMAIL ADDRESS | |

10. Termination. SCCOE reserves the right to terminate the MOU with a 60 day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform the District by certified US mail, email, and collaborate with the District to transfer students back to District.

11. Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement.

13. Construction of Agreement. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

14. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. An original, with all signatures appended together shall be deemed a fully executed Agreement.

15. Successors. Should School District reorganize in accordance with state statutes, this Agreement shall be considered a liability of School District, not the SCCOE, and shall be carried by the successor school district or districts.

The parties represent that they are authorized to enter into this Agreement, and further that the individuals signing below are authorized to execute this Agreement on behalf of the respective parties.

Santa Clara County Office of Education

X _____ Date: __/__/__

District Authorized Signature

Print Name, Title

_____/_____

Phone / Fax

Email

X _____ Date: __/__/__

Steve Olmos, Ed.D.

Chief Schools Officer