

Agreement For the Regional Operation of Special Education Programs and Services Under the Santa Clarita Valley Special Education Area Local Plan

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 **SULPHUR SPRINGS SCHOOL DISTRICT**, hereinafter referred to as Operating District, and the SAUGUS UNION SCHOOL DISTRICT, NEWHALL SCHOOL DISTRICT, CASTAIC UNION SCHOOL DISTRICT, and WILLIAM. S. HART UNION HIGH SCHOOL DISTRICT hereinafter referred to as the District/s of Residence, participants in the Santa Clarita Valley Special Education Local Plan Area.

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

WHEREAS, each participating district's governing board has approved the Santa Clarita Valley Special Education Local Plan and WHEREAS, this Agreement is written in furtherance of, 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, 2024. The Agreement may be amended by mutual consent of the parties. After the first year of this contract, the Superintendents' Council will consider the need for any amendments or revisions.

2. PURPOSE OF AGREEMENT

This Agreement governs the maintenance of a system for delivery of specified services to individuals with severe exceptional needs with the following disabilities: DEAF/HARD OF HEARING, ORTHOPEDIC IMPAIRMENT, PROFOUND INTELLECTUAL DISABILITY, and MULTIPLE DISABILITIES, including those who are Medically Fragile, and who reside within the Santa Clarita Valley Special Education Local Plan Area as specified in the Plan, 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 severe exceptional needs who reside within the Santa Clarita Local Plan Area in programs and classes conducted by the Operating District 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. Operating District - the school district within the SCV-SELPA conducting special education programs and classes for individuals with severe exceptional needs.
- b. District of Residence - the school district where the pupils attending classes conducted by the Operating District reside.

4. COMPLIANCE ASSURANCES

Each of the districts, by signature to the SCV SELPA Local Plan has already certified that the district will comply with the provisions of state and federal laws and regulations related to special education. The provisions of any new laws that may become effective during the period of this contract which relate to special education program delivery shall be incorporated herein. In addition, the District 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. RESPONSIBILITIES OF THE OPERATING DISTRICT

The Superintendents' Council of the SCV-SELPA has agreed that the SULPHUR SPRINGS SCHOOL DISTRICT, as the Operating District, shall provide the participating districts of residence with the following services:

- a. **Coordination and Administrative Services**
The Operating District shall provide administrative support as specified in the plan for purposes of providing required coordination and administrative services for the severe special day classes and itinerant services for pupils with the following disabilities: DEAF/HARD OF HEARING, ORTHOPEDIC IMPAIRMENT, PROFOUND INTELLECTUAL DISABILITY, and MULTIPLE DISABILITIES, including those who are Medically Fragile.
- b. **Business and Support Services**
The Operating District is responsible for development of an annual budget plan, which includes projected income and expenditures, for these severely handicapped special day classes and itinerant services for the SCV-SELPA to share with Districts of Residence in accordance with the recommendations of the Superintendents Council and applicable law. The Operating District is also responsible for the preparation of all required federal, state and local reports, and related accounting services.

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c. Food Services

The Operating District shall provide food services to pupils attending severe special education programs conducted hereunder consistent with food services provided to all students within the SULPHUR SPRINGS SCHOOL DISTRICT.

d. Facilities

The Operating District shall provide classrooms and other facilities as required to conduct the programs and classes as specified within a Facilities Plan adopted by the Superintendents' Council.

e. Triennial Assessments

The Operating District will conduct triennial assessments for those individuals with severe disabilities who are eligible and are being served under this Agreement.

6. RESPONSIBILITIES OF THE DISTRICT OF RESIDENCE

Districts of Residence shall be responsible for implementing provisions of the IDEA and its implementing regulations, as well as California law and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries that are not governed by this Agreement. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of a FAPE, and reassessment.

Districts of Residence retain ultimate authority and responsibility for the provision of special education and related services to their respective students with disabilities regardless of who provides the programs and services. Districts of Residence also retain ultimate responsibility for the costs related to defending and/or initiating local or state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings. Operating District agrees to make staff reasonably available in defense of the Districts of Residence in the above referenced circumstances.

In addition, the District of Residence is responsible for the following:

- a. Conducting an initial assessment to identify special education programs and classes for individuals with these severe disabilities (DEAF/HARD OF HEARING, ORTHOPEDIC IMPAIRMENT, PROFOUND INTELLECTUAL DISABILITY, and MULTIPLE DISABILITIES, including those who are Medically Fragile.) who reside within the District of Residence, and who are eligible for services under this Agreement.**

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- b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder.
- c. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for individuals with exceptional needs who reside within the District of Residence.
- d. The District of Residence retains ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

7. EXPULSIONS

"For those students who commit the following acts as specified in Education Code 48915(c):

- a) Possessing, selling or otherwise furnishing a firearm.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance.
- d) Committing or attempting to commit a sexual assault.
- e) Possession of an explosive.

The principal at the school of attendance shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of the pupil who has committed the act. The District of Residence will hold the expulsion hearing within 30 days. The student who commits any of the above offenses will not be allowed back on school grounds until an expulsion hearing has been held. After the period of suspension, the District of Residence will offer an alternative interim placement pending the outcome of the expulsion hearing.

The District of Service will complete the manifestation determination, functional behavioral assessment and hold a re-entry IEP prior to the student returning to school. The District of Service will inform the District of Residence of the IEP date. A representative from the District Of Residence will be required to attend the re-entry IEP meeting.

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8. DEFICIT FUNDING AND EXCESS COSTS

a. Base Funding

The SULPHUR SPRINGS SCHOOL DISTRICT shall receive a proportionate share of state and federal funds as approved by the SCV SELPA Superintendents' Council on an annual basis according to the Allocation Plan described in the SELPA Local Plan. In addition, as a Regional Program Operator, SULPHUR SPRINGS shall receive a proportional base funding based on a calculation from the SELPA.

b. Excess Costs

The Superintendents Council recognizes that special education state and federal funds are not sufficient to cover the costs of providing services to children with exceptional needs. Therefore, the districts of residence agree to pay excess costs to SULPHUR SPRINGS SCHOOL DISTRICT as follows:

Excess costs may include, but are not limited to, the costs in excess of revenue for instructional, support and administrative personnel, food services, instructional supplies and equipment.

a. Full Disclosure

The Operating District agrees to fully disclose, to the Districts of Residence that are a party to this Memo of Understanding, the annual program revenues and expenditures for the regional special education programs that it operates.

b. Invoicing and Payment

The District of Residence will be invoiced quarterly for the excess costs incurred to operate these special education programs. The first three quarterly invoices will be based on projections. The final invoice will be based upon actual revenues and expenditures less the amounts invoiced for the first three quarters. The final invoice will be delivered to the District of Residence by July 31. The final invoice shall include a detailed statement of annual program expenditures and revenues with supporting documentation. The District of Residence shall make payment within thirty (30) days of receipt of the invoice.

c. Facilities

A separate calculation and separate invoice for facility usage will be made under the SELPA Elementary Districts' Facilities Agreement on an annual basis in August of each year.

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9. 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.

10. INSURANCE

The Operating District shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the Districts of Residence as their interests may appear.

11. DISPUTE RESOLUTION

For disputes between the parties related to this Contract, said dispute shall be resolved by using the following dispute resolution process, also provided in the contract for implementation and operation of the Santa Clarita Valley Special Education Local Plan:

- a. Unless mutually agreed to by both parties in writing, this section in no way alters the time frame for termination pursuant to Section 1, Term of Contract. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. The cost of internal dispute resolution, whether formal or informal, shall be shared equally by the parties. Except as provided herein, each party shall bear its own attorney's fees. The parties agree all statements made in connection with internal dispute resolution efforts shall not be considered admissions or statements against interest by either party. The parties further agree that they will not attempt to introduce such statements at any later trial proceeding, or mediation between the parties.

- b. **Informal Resolution**
If a dispute arises under this Contract, then within three (3) business days after a written request by either party, the SELPA Director and the District Special Education Directors shall promptly confer to resolve the dispute. If these representatives cannot resolve the dispute or either of them determines they are not making progress toward the resolution of the dispute within three (3) business days after their initial conference, then the dispute may be submitted to the individuals designated by the two districts involved in the dispute, who shall promptly confer to resolve the dispute. If these designated individuals cannot resolve the dispute, or either one of them determines that they are not making reasonable progress toward a resolution of the dispute within five (5) business days after being submitted to them by the districts, then the issue shall proceed pursuant to the Fact Finding process described below.

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c. Fact Finding

The Superintendents' Council may elect to contract with an independent consultant service, such as *School Services of California* or *Vicente, Lloyd and Stutzman*, to conduct a fact finding investigation and make recommendations for resolution of the dispute. The two disputing districts will share the cost of hiring the independent consultant.

d. Report

Within thirty (30) calendar days after the Fact Finding consultant is hired, the consultant shall submit a written report to the Superintendents' Council, including its findings of fact and recommendations for resolution. The Santa Clarita Valley SELPA Superintendents' Council has the authority to make a final decision as to the resolution of the dispute.

e. Dispute Resolution Mandatory

The dispute resolution process provided in this Section is a prerequisite to the exercise of any judicial remedies available to the parties.

12. SEVERABILITY/WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this contract.
- b. No waiver of any provision of this Contract 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. TERMINATION OF AGREEMENT

A party may terminate this Agreement with written notice to Parties prior to June 30 for services to be terminated on the first day of the second fiscal year following that date. (EC 56207b)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth below,

CASTAIC UNION SCHOOL DISTRICT

DocuSigned by:
Steven Doyle
744C520606DD493
Signature _____ Dated: 5/28/2020
Steve Doyle, Superintendent
Castaic Union School District

NEWHALL SCHOOL DISTRICT

DocuSigned by:
Jeff Pelzel
01C92DE002D400...
Signature _____ Dated: 5/28/2020
Jeff Pelzel, Superintendent
Newhall School District

SAUGUS UNION SCHOOL DISTRICT

DocuSigned by:
Colleen Hawkins
FA008231067E4A0...
Signature _____ Dated: 6/1/2020
Colleen Hawkins, Ed.D., Superintendent
Saugus Union School District

SULPHUR SPRINGS UNION SCHOOL DISTRICT

DocuSigned by:
Catherine Kawaguchi
E76FCE04AE8430...
Signature _____ Dated: 6/1/2020
Catherine Kawaguchi, Ed.D.,
Superintendent Sulphur Springs School
District

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

DocuSigned by:
Mike Kuhlman
DE3FFEC2EECB41A...
Signature _____ Dated: 6/3/2020
Mike Kuhlman, Superintendent William
S. Hart Union High School District