

**INTER-AGENCY AGREEMENT BETWEEN
SUTTER COUNTY SELPA AND
YUBA COUNTY OFFICE OF EDUCATION AND YUBA COUNTY SELPA**

PARTIES IN THE AGREEMENT

Sutter County SELPA (hereinafter referred to as “Sutter SELPA” which term includes each member LEA), Yuba County Office of Education (hereinafter referred to as “YCOE” and Yuba County SELPA (hereinafter referred to as “Yuba SELPA”).

PURPOSE

This MOU is part of a collaborative effort between Sutter SELPA, YCOE and Yuba County SELPA for the provision of a full continuum of special education service options, and as a means of ensuring that students with disabilities receive a free and appropriate public education (FAPE) in the least restrictive environment.

By this agreement, students from Sutter SELPA may be placed in Special Day Class programs operated by the YCOE within the Yuba SELPA when the three (3) following conditions exist: 1) it is deemed appropriate by the IEP team of the Sutter SELPA, 2) it is deemed appropriate by the YCOE Special Education Program Administrator, and 3) when the YCOE Program Administrator determines there is available space. When Sutter SELPA places a student within a YCOE program, by their mutual agreement, Yuba SELPA agrees to provide access to related Yuba SELPA services as identified on the Sutter SELPA student’s IEP.

When students require special education placement in programs other than those operated by the Yuba SELPA, or, are being transferred back to Sutter SELPA or other placement options outside of Sutter, placement shall be made through a coordinated IEP team meeting involving the Sutter SELPA and the YCOE program staff.

The ability for the Yuba SELPA to provide services to Sutter SELPA students will be determined on a case-by-case basis in relation to the Yuba SELPA adopted staffing guidelines and by IEP team determination.

SCOPE

This agreement applies to the services provided in YCOE-operated programs within Yuba SELPA.

REFERRAL

Sutter SELPA will adhere to the referral process established by the YCOE program within Yuba SELPA. It is acknowledged that Sutter SELPA students will be referred after in-county services have been exhausted but prior to a referral for nonpublic school placement. YCOE providers within Yuba SELPA can decline to place students who are not appropriate for placement in a specific program.

RETURN

When the YCOE program determines that it may be appropriate to consider a change of placement for a Sutter SELPA student, the YCOE Program Administrator will provide timely notice prior to holding an IEP. The offer of FAPE is the responsibility of Sutter SELPA. Should a

YCOE program be impacted necessitating the return of a student to Sutter SELPA programs, the YCOE Program Administrator will notify Sutter SELPA at least 30 days prior to July 1 of the following school year.

IEPs AND ASSESSMENTS

YCOE is responsible for all required assessments, for Sutter SELPA students while in YCOE placement including Individualized Assessment Plans and parent notifications, and will conduct all necessary special education assessments in accordance with the California Education Code and the California Administrative Code, Title V. YCOE is responsible for conducting all IEP meetings including scheduling, sending the Notice of Meeting to parents/guardians, Sutter SELPA participating LEA administrator or designee and other IEP Team members, and completing all other necessary documentation.

PROGRAM COSTS

Sutter SELPA (i.e. appropriate member LEA) agrees to pay for placement and services based on costs derived using the current approved Yuba SELPA Funding Model, including, but not limited to, costs for placement in SDC, related services, and other costs for services provided in the course of implementing the student's IEP. On request of the Sutter SELPA Administrator, the Yuba SELPA Administrator will submit the SELPA Funding model at budget development and at interim and final budget revision. This will include the estimated or revised excess cost projections.

TRANSPORTATION

Sutter SELPA is solely responsible for transporting Sutter SELPA students to YCOE programs.

FACILITIES

Full facilities costs will be charged by Yuba SELPA in addition to other excess costs defined in this agreement as long as the Yuba SELPA Facilities' Plan remains in effect and facilities cost are not included in the Yuba SELPA Excess Cost billing. Billing for facility costs will be based on the number of students as of the current year December 1 pupil count. No final adjustments will be made for students entering or leaving the program after the December 1 pupil count. In addition to the full Facilities Plan, any costs for leasing buildings housing special education students would be allocated on a per pupil formula similar to the Facilities Plan formula. Facilities reimbursement for support services and administration will be calculated using the same rate as classroom space.

LOCAL EDUCATION AGENCY RESPONSIBILITIES

Sutter SELPA agrees and acknowledges that (a) YCOE' and Yuba SELPA's role in providing educational services to Sutter SELPA students under the MOU is solely that of a service provider, (b) YCOE and Yuba SELPA neither have nor undertake any independent obligation to provide special education or related services or a "free and appropriate public education" to any Sutter SELPA student as a result of the services provided under this Agreement and (c) Sutter SELPA (i.e. the relevant member LEA), and not YCOE or Yuba SELPA, is the "local educational agency" responsible for providing special education and related services to its students for the purposes

of the California Education Code, the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act of 1973, each as amended to date, or any other applicable federal, state or local law or regulation (collectively, "Applicable Law").

Unless the Parties otherwise agree, Sutter SELPA shall, to the extent consistent with Applicable Law, provide one or more representatives to attend all conferences, hearings and meetings, including (without limitation) IEP meetings and disciplinary hearings, relating to the special education and related services to be provided to Sutter students who are enrolled in classes and programs operated by YCOE under this Agreement.

In consultation with YCOE, Sutter SELPA (i.e. appropriate LEA member district of residence) may initiate a due process hearing regarding a student being served by YCOE, as Sutter SELPA determines is legally necessary to meet its responsibilities under federal and state special education laws. YCOE shall cooperate with Sutter SELPA and assist when necessary, to prepare, file and prosecute the case.

In the event that a parent or guardian of a Sutter SELPA student being served by YCOE files a due process complaint, Sutter SELPA (i.e. member LEA District of Residence) and not YCOE or Yuba SELPA shall be named as respondents. Whenever possible, Sutter SELPA and YCOE shall work together in an attempt to resolve the matter at an early stage (resolution session, mediation, or informal settlement). Sutter SELPA shall be responsible for legal representation subject to indemnification provisions set forth in this Agreement.

In administrative hearings and court proceedings, Sutter SELPA will be responsible for defending, and any liability resulting from, special education assessment, offers of FAPE, and the provision of special education services to their students being served by YCOE.

INDEMNITY

Notwithstanding obligations as stated above, Sutter SELPA and Yuba SELPA shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity provision shall survive the term of this agreement.

TERM OF AGREEMENT

This agreement is effective for the 2024-2025 school year. Requests to amend this agreement may be submitted by either party at any time during the term of this agreement. Any amendments must be in writing signed by both parties and submitted by March 1st. All

amendments will take effect July 1st of the next school year, unless otherwise agreed to in writing by both parties.

This agreement becomes effective at the date of the last signatory below.

APPROVED:

Tom Reusser, Superintendent
Sutter County Superintendent of Schools Office

Date

Rob Gregor, Superintendent
Yuba County Office of Education

Date

Carolyn Patton, Assistant Superintendent- SELPA
Sutter County Superintendent of Schools

Date

Lora Gonzalez, SELPA Administrator
Yuba County Office of Education

Date

Jessica Castellano, Sutter County SPED Director
Sutter County Superintendent of Schools

Date

Kristen Nottle-Powell, Assistant Superintendent SE
Yuba County Office of Education

Date