

**INTER-AGENCY AGREEMENT BETWEEN
YUBA COUNTY SELPA AND
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS AND SUTTER COUNTY SELPA**

PARTIES IN THE AGREEMENT

Yuba County SELPA (hereinafter referred to as “Yuba SELPA” which term includes each member LEA), Sutter County Superintendent of Schools (hereinafter referred to as “SCSOS” and Sutter County SELPA (hereinafter referred to as “Sutter SELPA”).

PURPOSE

This MOU is part of a collaborative effort between Yuba SELPA, SCSOS and Sutter 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 Yuba SELPA may be placed in Special Day Class programs operated by the Sutter County Superintendent of Schools (SCSOS) within the Sutter SELPA when the three (3) following conditions exist: 1) it is deemed appropriate by the IEP team of the Yuba SELPA, 2) it is deemed appropriate by the SCSOS Special Education Program Administrator, and 3) when the SCSOS Program Administrator determines there is available space. When Yuba SELPA places a student within an SCSOS program, by their mutual agreement, Sutter SELPA agrees to provide access to related Sutter SELPA services as identified on Yuba 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 Yuba SELPA or other placement options outside of SCSOS, placement shall be made through a coordinated IEP team meeting involving the Yuba SELPA and the SCSOS program staff.

In addition to individual students accepted for placement in various programs, SCSOS provides the placement and services for Yuba SELPA students who are Deaf/ Hard of Hearing. The ability for the Sutter SELPA to provide services to Yuba SELPA students will be determined on a case-by-case basis in relation to the Sutter SELPA adopted staffing guidelines and by IEP team determination. Since the DHH program is a bi-county program, space will be made available for referral and placement of DHH students.

SCOPE

This agreement applies to the services provided in SCSOS-operated programs within Sutter SELPA.

REFERRAL

Yuba SELPA will adhere to the referral process established by the SCSOS program within Sutter SELPA. It is acknowledged that Yuba SELPA students will be referred after in-county services have been exhausted but prior to a referral for nonpublic school placement. Any provider

within Sutter SELPA can decline to place students who are not appropriate for placement in a specific program.

RETURN

When the SCSOS program determines that it may be appropriate to consider a change of placement for a Yuba SELPA student, the SCSOS Program Administrator will provide timely notice prior to holding an IEP. The offer of FAPE is the responsibility of Yuba SELPA. Should an SCSOS program be impacted necessitating the return of a student to Yuba SELPA programs, the SCSOS Program Administrator will notify Yuba SELPA at least 30 days prior to July 1 of the following school year.

IEPs AND ASSESSMENTS

SCSOS is responsible for all required assessments, for Yuba SELPA students while in SCSOS 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. SCSOS is responsible for conducting all IEP meetings including scheduling, sending the Notice of Meeting to parents/guardians, Yuba SELPA participating LEA administrator or designee and other IEP Team members, and completing all other necessary documentation.

PROGRAM COSTS

Yuba SELPA agrees to pay for placement and services based on costs derived using the current approved Sutter 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 Yuba SELPA Administrator, the Sutter 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

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

FACILITIES

Full facilities costs will be charged by Sutter SELPA in addition to other excess costs defined in this agreement as long as the Sutter SELPA Facilities' Plan remains in effect and facilities cost are not included in the Sutter 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

Yuba SELPA agrees and acknowledges that (a) SCSOS and Sutter SELPA role in providing educational services to Yuba SELPA students under the MOU is solely that of a service provider,

(b) SCSOS and Sutter SELPA neither have nor undertake any independent obligation to provide special education or related services or a “free and appropriate public education” to any Yuba SELPA student as a result of the services provided under this Agreement and (c) Yuba SELPA (i.e. the relevant member LEA), and not SCSOS or Sutter 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, Yuba 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 Yuba Sutter students who are enrolled in classes and programs operated by SCSOS under this Agreement.

In consultation with SCSOS, Yuba SELPA may initiate a due process hearing regarding a student being served by SCSOS, as Yuba SELPA determines is legally necessary to meet its responsibilities under federal and state special education laws. SCSOS shall cooperate with Yuba SELPA and assist when necessary, to prepare, file and prosecute the case.

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

In administrative hearings and court proceedings, Yuba 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 SCSOS.

PROGRAM TRANSFER

Should the Yuba SELPA request a program transfer for their students placed in DHH programs and services, the transfer request would follow the provisions and timetable as follows:

- The written transfer request will be provided to the Sutter SELPA Administrator by January 1, along with the minutes of the Superintendent’s Council showing the approval of the motion to initiate the program transfer.
- If agreed upon in accordance with the Yuba and Sutter Local Plans and Education Code related to Program Transfer, the transfer would proceed.
- It is understood that the transfer would not take place the following school year, but the year after.
- All components in this agreement would stay in place until the transfer takes place.

INDEMNITY

Notwithstanding obligations as stated above, Yuba SELPA and Sutter 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 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, Director of SPED
Sutter County Superintendent of Schools

Date

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

Date