Memorandum of Understanding Between San Diego County Superintendent of Schools and San Diego Unified School District

This Memorandum of Understanding (MOU) is made and entered into between the San Diego County Superintendent of Schools (SDCOE) and the San Diego Unified School District (District). This MOU applies to all SDCOE charter schools, located within the geographical boundaries of the District, that are chartered by the SDCOE or assigned to the SDCOE for oversight responsibilities by the California State Board of Education, with the exception of SDCOE charter school(s) that have become LEAs for special education purposes and have joined a multi-district Special Education Local Plan Area (SELPA).

WHEREAS, students enrolled in SDCOE charter schools are entitled to special education services in compliance with both state and federal law;

WHEREAS, the SDCOE is not a SELPA, or a member of a SELPA under state law, for the purpose of receiving state and federal special education funding, or delivering special education services in SDCOE charter school(s);

WHEREAS, the District is a single district SELPA, under state law, and is eligible to receive state and federal funding, and authorized to deliver special education services to its students;

WHEREAS, the SDCOE and District agree that the majority of students enrolled in SDCOE charter schools, located within the geographical boundaries of the District, are likely to be residents of the District and eligible for services from the District if they attend a traditional District school;
WHEREAS, the District is willing to assist the SDCOE in meeting its legal obligation to provide special education services to students enrolled in SDCOE charter schools, located within the geographical boundaries of the District;

NOW, therefore, the SDCOE and District agree as follows:

1. SDCOE charter schools shall become participants within the single District SELPA such as other District schools for the limited purpose of administering state and federal funding for special education services.

2. The SDCOE and SDCOE charter schools shall not participate in the administration, development, or provision of services for District students not enrolled in the SDCOE charter school(s) under the District SELPA.

3. The SDCOE is the local educational agency for all SDCOE charter schools and maintains legal responsibility for monitoring the provision of special education services and compliance with all state and federal laws governing special education by SDCOE charter schools.

4. The District shall hold harmless, defend and indemnify the SDCOE, its officers, employees, agents, and authorized volunteers from any and all liability, claims, damages, or injuries to any person caused by the independent acts of District officers, employees, agents, or authorized volunteers in connection with the performance of the MOU. The SDCOE shall hold harmless, defend and indemnify the District, its officers, employees, agents and authorized volunteers from any and all liability, claims, damages, or injuries to any person caused by the independent acts of SDCOE officers, employees, agents, or authorized volunteers in connection with the performance of this MOU.
5. All state and federal special education funding generated by the SDCOE charter school(s) located in the District shall be apportioned to the District from the California Department of Education (CDE) via the AB602 special education funding model.

6. The District shall allocate funding to the SDCOE charter school(s) needed to provide the services identified in the Individual Education Plans (IEPs) of students attending the SDCOE charter school(s). The funding allocation shall be calculated based upon the cash equivalent of personnel units and the amount of support materials, including all LCI/NPA funding and/or low incidence materials and equipment funding specifically generated by the SDCOE charter school(s), that the District would have provided to the SDCOE charter school(s) if the District were to deliver the special education services. The District shall inform the SDCOE and SDCOE charter school(s) of the projected personnel and material allocations for the next school year by March 1, with a final allocation by the fourth Friday of September of each school year. Adjustments to personnel allocations during the school year shall be performed in a manner consistent with adjustments to District schools.

7. The SDCOE charter school(s) shall pay to the District a special education SELPA participation fee each fiscal year. The charge shall be based upon the SDCOE charter school’s equitable share of the District’s cost of delivering special education services for the prior school year, adjusted by the funded Cost of Living Adjustment (COLA) factor established by the State Budget, less the funding allocation provided by the District, as provided in Paragraph 6,
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needed to provide the services identified in the IEPs of students attending the SDCOE charter school(s). The District shall invoice the SDCOE charter school(s), with a copy to SDCOE, for special education charges on a monthly basis.

8. All students enrolled in SDCOE charter school(s) must be referred to the SELPA for special education services based on the student’s residency, if the student requires a program or level of service, based on the student’s IEP, that cannot be provided or is incompatible with the educational program at the SDCOE charter school.

9. The SDCOE charter school(s) shall provide or contract for the delivery of special education services in a manner consistent with SDCOE policies, procedures, or administrative regulations. Pupils enrolled in SDCOE charter school(s) shall be covered under all countywide MOUs, Interagency Agreements or other documents concerning the rights or transfer of special education students among LEAs and/or partner agencies.

10. The SDCOE charter school(s) may purchase service, at the same rates used for the calculations under Paragraph 6, from the District through another negotiated process.

11. This MOU sets forth all terms and conditions agreed to by the SDCOE and District concerning the responsibilities of each party for SDCOE charter schools located within the geographical boundaries of the District.
12. A one-year notice shall be provided to the SDCOE charter school(s) and/or the District if one or both parties decide to end this MOU. Notice must be given by July 1 for implementation on July 1 of the following year.

13. If any term, condition or provision of this MOU is held by a court of competent jurisdiction, the California Special Education Hearing Office, the U.S. Department of Education, or CDE to be invalid, void, or unenforceable, or is found by the parties to be infeasible, the SDCOE and District shall meet within thirty (30) days of such a determination to review the decision and/or its implications on the MOU.

This MOU is signed below by the duly authorized representatives of the parties.

County:                           District:

By: ___________________________   By: ___________________________
RUDY CASTRUITA                   LESLIE FAUSSET
Superintendent of County Schools  Chief of Staff

Date: ___________________________ Date: ___________________________