

**Interdistrict Agreement For County Jail Special Education Services**

This agreement (“Agreement”) is entered into by and between \_\_\_\_\_ School District (“\_SD1”) and the \_\_\_\_\_ School District (“\_SD2”).

\_\_\_\_\_ (“Student”) is presently incarcerated in the Los Angeles County Jail’s Castaic facility (the “Jail”). The California Department of Education (“CDE”) has advised \_SD1 that Student is eligible for and desires special education and related services and that \_SD1 is required to provide such services. It is impractical for \_SD1 to provide these services directly because the Jail is located well outside the boundaries of \_SD1. The Jail is located within the territory of the \_SD2, and \_SD1 has requested that the \_SD2 provide the services. The \_SD2 is willing to do so, and this Agreement sets for the terms of the parties’ arrangement.

1. \_SD1 shall provide the \_SD2 with a copy of Student’s educational and related records.
2. \_SD1 and the \_SD2 shall confer regarding the special education and related services to be provided to Student.
3. \_SD1 and \_SD2 will jointly conduct any Individualized Education Program meetings (“IEPs”) for Student, except that \_SD1 staff may participate by telephone or other electronic means. In the event of a dispute regarding scope of services, \_SD1 shall make the final decision.
4. The \_SD2 shall provide the agreed-upon special education and related services to Student, as well as program oversight, including conducting of assessments and IEPs.
5. \_SD1 shall reimburse the \_SD2 for all services provided by the \_SD2, in accordance with the following rate schedule:

\_\_\_\_\_  
\_\_\_\_\_

6. In the event of any compliance complaint, due process hearing, or other litigation based on, arising out of, or connected to the provision of services under this Agreement, the respective responsibilities of the parties shall be as follows:

a. \_SD2 shall be responsible for failure to provide services, including any assessments completed by \_SD2 with Student, that are already included as part of the IEPs or other agreements for the provision of services, and for which the \_SD2 or its vendors failed to provide services.

b. \_SD1 shall be responsible for any claims by Student that the services provided are inadequate, including disputes regarding the appropriateness of assessments,

except for any assessments that were completed by \_\_SD2, and/or whether a proposed placement and services constitutes a Free Appropriate Public Education (“FAPE”).

c. With respect to injuries to persons or property arising out of or in connection with services provided for under this Agreement, \_\_SD2 shall be responsible for any such injuries caused by the acts or omissions of its staff or contractors (subject to indemnification agreements it may have with its contractors, and \_\_SD1 shall be responsible for any such injuries caused by the acts or omission of its staff or contractors (subject to indemnification agreements it may have with its contractors).

d. \_\_SD2 shall be responsible for workers’ compensation claims with respect to services provided to Student by \_\_SD2 staff. \_\_SD1 shall be responsible for workers’ compensation claims with respect to services provided to Student by \_\_SD1 staff.

e. \_\_SD1 and the \_\_SD2 shall each ensure that its risk management departments obtain and confirm that there exists insurance coverage with respect to the duties and responsibilities provided for in this Agreement.

7. Either \_\_SD1 or the District may terminate this Agreement upon 30 calendar days’ written notice by one party to the other, except that the \_\_SD2 may terminate the Agreement immediately before initial commencement of services by providing immediate written notice if the \_\_SD2 determines that it is unable to or unwilling to provide the requested services. In the event of termination of this Agreement after commencement of services, the parties shall cooperate in good faith with respect to the transition of services and related transfer of obligations.

8. In the event of a dispute regarding any aspect of this Agreement, the parties shall meet and confer in good faith in an effort to reach an amicable resolution of the dispute prior to any formal initiation of litigation. If the initial meet and confer process does not resolve the matter, at either party’s request the meet and confer process shall include a direct telephone call between the Superintendents of \_\_SD1 and SD2 before any formal initiation of litigation.

9. \_\_SD1 shall receive any and all state, federal, or other special education or non-special education funding attributable to Student’s receipt of services under this Agreement.