

**2012-2013
AGREEMENT
Between
MARIN COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
And
SONOMA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

This agreement outlines procedures used by the Marin SELPA and the Sonoma SELPA regarding inter-SELPA transfer procedures and costs for special education students.

A. REFERRALS

The SELPA Director of the SELPA of residence shall make all referrals for inter-SELPA transfers to the SELPA Director of the proposed SELPA of attendance.

SELPA REPRESENTATIVES

Each SELPA Director shall, at the time of referral, appoint a designee to act as the SELPA representative.

1. The SELPA Representatives of both counties will exchange information about specific student needs, including but not limited to, behavioral needs, speech needs, occupational or physical therapy needs, adapted physical education needs, transportation needs, and/or interpreter needs. All available program/service options available within both SELPAs will be discussed.
2. The proposed SELPA of attendance shall provide services required in the student's IEP based upon the program standards agreed to under section C DOLLAR TRANSFERS, below.
3. The SELPA Representatives shall attend all IEP meetings both for initial placement and subsequent reviews.
4. The SELPA Representative shall notify the SELPA Directors and the District of Residence of all placement decisions and changes.
5. The SELPA Representatives shall set up a MIS student file for each student for each SELPA.

B. COSTS

1. Dollar transfer amounts will be based upon the District Transfer rate as determined by the Special Education, Education Finance Division. Those calculations include 1997-1998 unit rates, plus the state approved COLA for Special Education, less the SDC revenue limit for the proposed District of Service, less federal 94-142 funds and less the state deficit. (See District Transfer Rate Sheets in Appendix A). These rates shall be adjusted each year by the state approved COLA for special education.
2. The dollar transfer for infant or preschool students will be the same as in number one above except that there will be no revenue limit deduction, since districts do not receive revenue limit dollars for infant or preschool students.
3. At any time the SELPA of service finds that the level of service is insufficient to meet a student's educational needs, the service provider must notify both SELPA Representatives. The two SELPA Representatives must then decide whether the increased services will be acceptable to the District of Residence. If the additional costs are not acceptable to the District of Residence, then the inter-SELPA agreement on the student shall be voided and a new agreement shall be drafted, or the District of Residence will resume the responsibility for the education of the student, and a new IEP meeting will be scheduled.
4. Unique costs are the costs for services that are specifically provided for an individual student, and not for all the students in a program. For example:
 - a. A one-to-one behavior assistant or aide
 - b. A one-to-one medical assistant or aide
 - c. Transportation provided on a bus provided just for that student

C. DOLLAR TRANSFERS

1. A student will be counted for a transfer of dollars only if both of the SELPA Representatives were in attendance at the placement/review IEP meeting. If a SELPA Representative cannot attend the IEP meeting, the SELPA Director shall appoint another designee to attend the meeting and act as the SELPA/District of Residence Representative.
2. Using the District Transfer rates as determined by the Special Education, Education Finance Division as described in SECTION 2 COSTS above, the following standards will be used as a divisor to determine the amount of dollars to be transferred for each individual student between districts in the Sonoma SELPA and districts in the Marin SELPA:

- a. A non-severe SDC class will be based upon twelve (12) students in a class with one teacher and one aide, or 1/12 (.08) of the dollar amount for an individual student.
- b. A severe SDC class will be based upon ten (10) students in a class with one teacher and two aides, or 1/10 (.10) of the dollar amount for an individual student.
- c. An RSP class will be based upon twenty-eight (28) students in a class with one teacher and one aide, or 1/28 (.04) of the dollar amount for an individual student.
- d. A speech and language placement will be based upon fifty-five (55) students on a caseload or 1/55 of the dollar amount for an individual student. The minimum transfer will be a .02 of a unit. The District of Residence may negotiate a rate up to .04 of a unit with the District of Service if the amount of service on the student's IEP is greater than one hour per week and both SELPA Directors are notified.
- e. Any other DIS services will be based upon thirty-nine (39) students on a caseload or 1/39 (.03) of the dollar amount for an individual student.
- f. Services provided for an individual student are *considered unique services*, as stated on an IEP, and may include, but are not limited to:
 - Deaf interpreters
 - Behavioral intervention specialists
 - Transportation
 - Medical assistance
 - One-to-one aide services

Such services are the sole responsibility of the student's District of Residence. These services may be charged to the District of Residence as a separate cost by the District of Service, or charged at an agreed upon dollar amount for the year between the SELPA/District of Residence and the SELPA/District of Service.

3. Students served by the Sonoma County Office of Education will be charged the prevailing fee that is charged to all districts within the Sonoma County SELPA. The fee shall include all DIS and extended school year services. The Sonoma County Office of Education agrees to submit to the District of Residence, ADA information at P-1, P-2, and Annual in order for the district to claim the revenue limit ADA dollars.
4. No student will be counted for dollar transfers if the placement of the student took place between the districts of the two SELPAs without the knowledge and consent

of both SELPA Directors and LEA Representatives. In the event such an inter-SELPA placement should have occurred without the SELPA Directors' knowledge and consent, the districts involved assume all financial responsibility for the placement and services.

5. The District and SELPA providing services will count the student for federal and state reports.

D. PAYMENT SCHEDULE

1. Payment will be in the form of dollars, checks, or budget transfers.
2. The SELPA/District of Residence shall pay the SELPA/District of Attendance in one-third installments on December 1, April 1, and June 30 of the current academic year for students enrolled as of the December first and April first pupil counts. The June 30 installment shall be adjusted based upon any changes in ADA provided on June 1 by the SELPA of Attendance.
3. Extended school year payments, pursuant to Section C.2. of this agreement, will be based upon a percentage of the days provided over a divisor of 180 school days. This amount will be multiplied by the dollar amounts calculated under SECTION C DOLLAR TRANSFERS above (for example, if the total student cost is \$10,000 during the academic year and extended year is 20 days, or 1/9 of an academic year, the extended school year cost would be 1/9 of \$10,000, provided that all services continue to be provided during the extended year program).

E. CANCELLATION OF INDIVIDUAL STUDENT CONTRACTS

Either party (i.e., District of Residence or District of Attendance) to an individual student contract has the right to cancel such agreement with reasonable prior notice to the SELPA Directors. The agreed upon yearly cost will be prorated based upon positive seat attendance, using a divisor of 180 days, up through and including the students last full day of attendance.

F. AGREEMENT EXCEPTION

1. This agreement does NOT cover any student placed between the Marin and Sonoma SELPAs as a result of AB 3632 expanded IEP team meetings. Such placements shall be subject to the provisions of Chapter 26.5 of the Government Code and any Current State Regulations promulgated in response to requirements of the Government Code.
2. This agreement does not cover any student attending another district due to parent employment in that district commonly known as the Allen Bill placements under Education Code Section 48204(f).

3. This agreement does not cover any student attending a charter school in another SELPA. Separate interagency agreements shall be developed to address charter school special education students pursuant to Marin and Sonoma SELPA Charter School policies, and separate district and charter school agreements.

/s/ Catherine Conrado
Sonoma County SELPA Director

6/12/12
Date