

**Local Interagency Agreement Between  
CONTRA COSTA SPECIAL EDUCATION LOCAL PLAN AREA (SELPA), MARIN COUNTY  
SELPA, NAPA SELPA, SOLANO COUNTY SELPA, TRI-VALLY SELPA,  
VALLEJO SELPA, and YOLO SELPA**

DESCRIPTION: Multi-SELPA Deaf Hard-of-Hearing (DHH) Program  
CONTRACT NO. CN: 0005\_2023-24  
BEGINS: July 1, 2023  
ENDS: June 30, 2024  
ADMINISTERING AGENCY: Solano County Special Education Local Plan Area

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This is a local interagency agreement (“Agreement”) made and entered into between:

1. Contra Costa SELPA on behalf of its member LEAs:
  - a. Acalanes Union High School District,
  - b. Antioch USD,
  - c. Brentwood Union School District,
  - d. Byron Union School District,
  - e. Canyon School District,
  - f. John Swett USD,
  - g. Knightsen Elementary School District,
  - h. Lafayette School District,
  - i. Liberty Union High School District,
  - j. Martinez USD,
  - k. Moraga School District,
  - l. Oakley Union School District,
  - m. Orinda School District,
  - n. Pittsburg USD,
  - o. Walnut Creek School District and
  - p. Contra Costa County Office of Education.
2. Marin County SELPA on behalf its member LEAs:
  - a. Bolinas-Stinson Union School District,
  - b. Miller Creek Elementary School District (formerly Dixie Elementary School District),
  - c. Kentfield School District,
  - d. Laguna Joint Elementary School District,
  - e. Lagunitas School District,
  - f. Larkspur-Corte Madera School District Lincoln,
  - g. Mill Valley Elementary School District,
  - h. Nicasio School District,
  - i. Novato USD,
  - j. Reed Union School District,
  - k. Ross School District,
  - l. Ross Valley School District,
  - m. San Rafael City Elementary School District,
  - n. San Rafael City High School District,
  - o. Sausalito Marin City School District,
  - p. Shoreline USD,
  - q. Tamalpais Union High School District, and
  - r. Marin County Office of Education.

3. Napa SELPA on behalf of its member LEAs:
  - a. Calistoga Joint USD,
  - b. Howell Mountain Elementary School District,
  - c. Napa Valley USD,
  - d. Pope Valley Union Elementary School District
  - e. St. Helena USD, and
  - f. Napa County Office of Education.
4. Solano County SELPA, on behalf of its member Local Education Agencies (LEAs):
  - a. Benicia Unified School District (USD),
  - b. Dixon USD,
  - c. Fairfield-Suisun USD,
  - d. Travis USD,
  - e. Vacaville USD, and
  - f. Solano County Office of Education.
5. Tri-Valley SELPA on behalf of its member LEAs:
  - a. Alameda County Office of Education
  - b. Dublin Unified School District
  - c. Livermore Valley Joint Unified School District
  - d. Mountain House School District
  - e. Pleasanton Unified School District
  - f. Sunol Glen Unified School District
6. Vallejo City Unified School District/Special Education Local Plan Area (SELPA); and
7. Yolo SELPA on behalf its member LEAs:
  - a. Davis Joint USD,
  - b. Esparto USD,
  - c. Washington USD,
  - d. Winters Joint USD,
  - e. Woodland Joint USD, and
  - f. Yolo County Office of Education.

Hereinafter, the above referenced SELPAs and their respective Member LEAs shall be collectively referenced as the “Parties.”

**1) PURPOSE**

The purpose of this document is to articulate and clarify the continuum of services for students eligible as students with deafness or a hearing impairment (D/HH) within the Contra Costa, Marin, Napa, Solano, Tri-Valley, Vallejo, and Yolo County SELPAs, and to provide access to those services for D/HH students for all seven SELPAs.

In an effort to maintain the economy of scale necessary to justify these low incidence programs, the SELPAs agree that every effort will be made to place D/HH students locally.

Regionalized Continuum of Services

The regionalized continuum of services included under this Agreement includes the following placements:

Napa Services:

- a) Infant

Vallejo School Based Programs:

- a) Infant,
- b) Preschool, and
- c) Elementary (T/K, K-5)

Solano School Based Programs:

- a) Infant/Toddler,
- b) Middle School (6-8), and
- c) High School (9-12)

2) **TERMS**

As used in this Agreement, the term "sending LEA or District" is synonymous with "LEA or District of residence." The term "receiving LEA or District" is synonymous with "LEA or District of service."

Referral Point of Contact:

Each SELPA shall have a designated person as a point of contact for students referred to the regional D/HH programs.

Referral Process for DHH Services

- a) To initiate a request to consider an intra- or inter-SELPA placement to access D/HH services not provided by the sending LEA, the sending LEA/SELPA submits a referral to the receiving regionalized DHH program.
- b) An IEP team meeting may but need not always be held by the sending LEA to make a referral to the regionalized D/HH Program.
- c) A visit to the new placement by the sending LEA team may take place to assist in determining whether placement in the regionalized DHH program should be considered by the IEP team.
- d) The receiving DHH program staff may observe the student in his/her current setting and/or review student's records, with Parent consent.
- e) An IEP team meeting with staff from both the sending and receiving LEA/SELPA will be convened to make decisions regarding the appropriateness of the DHH placement. Placement will be contingent on the agreement of both the sending and receiving LEAs/SELPA and the parents' written consent.
  - a. One possible outcome of that IEP meeting may be to place the referred student on a Diagnostic/Interim Placement in the receiving LEA for up to 60 days. The Diagnostic/Interim placement will be used to determine the appropriateness of the placement long-term.
- f) The student will register at the receiving LEA's school prior to starting the new placement. The sending LEA will send all information to the receiving SELPA or LEA.
- g) For annual, triennial or special IEP team meetings, the receiving LEA will provide parent notification and send IEP notices to SELPA staff of the sending LEA. (The sending LEA notifies until the student is placed.)
- h) The process will NOT be subject to interdistrict transfers.

Case Management

Case management is recognized to be a shared responsibility across the district of service and district of residence. Ultimate responsibility for offering a FAPE lies with the district of residence.

### Special Education Information System (SEIS) Records

It is understood that the district of service will maintain the records in SEIS and the SELPA/district of residence will be added as a “service provider” on the account. Confidential student file remains with the district of residence. Documents such as the most current audiogram and signed parent consent should be attached to SEIS and maintained in the pupil record.

### Class Size

Typical enrollment is understood to be 10 students per class, with 12 students per class being the upper limit (and contractual limit for Vallejo). It is also understood that if a class is at the upper limit and a placement is needed in that class, supplemental staff (e.g., interpreters and/or paraeducators) will be added to the class to accommodate the additional student.

### Program Locations

It is understood that the regional D/HH programs are hosted on district sites, and that the students enrolled in these programs are considered students of the district of service, and that the students are bound by the respective district/school handbook. The district of service maintains the right to discipline a student enrolled in a regional D/HH program on the site as they would any other student enrolled in the district/school. Should the need for a Manifestation Determination arise, the SELPA and district of service and the SELPA and district of residence shall collaborate in the process.

### Delivery of FAPE

It is acknowledged that legal accountability for the delivery of FAPE is the responsibility of both the sending and serving LEAs. To the extent that IEP driven services are fully funded but not delivered by the serving LEA, compensatory education will be the responsibility of the serving LEA. It is understood that the serving SELPA will inform the district of residence immediately in the event of a disruption of services for any reason, in an effort to allow the district of residence the opportunity to address the service delivery issue.

### Infant/Toddler

It is understood that each SELPA maintains its own infant/toddler services. Maintenance of Effort (MOE) for infant/toddler programs is measured by the number of students served. If a SELPA other than the SELPA of residence serves an infant, that student shall count toward the serving SELPA’s MOE number. Additionally, the sending LEA will be charged the fee for excess cost for the services provided to the infant/toddler, beyond the J-50 allocation.

### Fee Structure

It is understood that shared services imply shared accountability and shared costs. Specifically, the Parties agree that fees for service will be exchanged for the provision of FAPE as prescribed by the IEP team.

Fees will be based on the actual costs of providing services and will be reviewed annually. Fees will be assessed in January and again in June, prorated for days of enrollment, and will be billed to the LEA that is the district of residence. In the event an LEA fails to remit the payment for placement, the LEA/SELPA of service may, at its sole discretion, issue a 20-day termination notice.

DHH Services: The fee for service calculation will include the actual costs for salaries and benefits for special education teachers, sign language interpreters, speech and language

therapists, and audiologists. Extended School Year, with a minimum of 20 days, is included in the fee for service.

If the IEP team determines that additional services, other than those listed above, are needed for a student to receive FAPE, the district of residence will be charged the actual cost for the service. This may include but is not limited to audiology, educationally related mental health services, extracurricular activities, real time captioning, and any additional transportation as needed.

The 2023-24 fee for service calculation is based upon program cost per pupil (e.g., per pupil cost = total program cost (less LCFF revenue) / enrollment).

The estimated 2023-24 fee for service in the VCUSD DHH program is \$105,148

The estimated 2023-24 fee for service in the SCOE DHH program is \$134,602

### Hearings and Complaints

The student's district of residence (i.e., the district of special education accountability) shall be responsible for all due process hearings and complaint procedures concerning the student. When the district of service becomes aware of any impending complaint or request for due process hearing, it shall immediately notify the Special Education Administrator in the student's district of residence.

Furthermore, the district of service will cooperate fully with the district of residence in the processing of hearings and complaints, as well as any problems encountered by the student or LEA while in the placement.

If legal representation is required, the district of residence shall be responsible for the cost of the attorney, unless the other parties or LEAs choose separate representation. The sending and receiving LEAs shall share liability for the outcome of any hearing and complaint proportional to the responsibility identified in the written outcome.

### Notice of Termination

The LEA/SELPA of service may unilaterally terminate the enrollment of a pupil, with or without cause, provided they furnish the LEA/SELPA of residence 20-days' written notice of the pupil's placement being terminated.

Notice of Termination may not be used to substitute for disciplinary removal of a pupil (e.g., expulsion) or to avoid that pupil's disciplinary due process hearing rights (i.e., to avoid an expulsion under Education Code 48915 et sec.).

### Method of Fee Payment

The serving SELPA will invoice the sending SELPA at P1 and P2. A final adjustment to the per pupil cost will be made by August 1, 2023. Each SELPA shall designate a single point of contact for billing purposes.

### Partial Fees for Dual Enrollment

A prorated payment of fees by districts shall be allowed in instances where a student is dually enrolled in the sending and serving SELPA on a consistent basis per an IEP team decision, as long as it does not affect the serving district's staffing.

3) **CONTRACT TERM AND ANNUAL REVIEW**

This Agreement shall remain in full force and effect from the date the Agreement is fully executed through June 30, 2024. The Parties agree to complete all services and execute other duties contained within this Agreement by June 30, 2024. Notwithstanding the expiration of this agreement, the Parties will review this agreement annually on or before June 30<sup>th</sup> for the subsequent school year. Such a review will be memorialized in writing (see Appendix A for sample).

4) **AMENDMENTS**

This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.

5) **FULL COOPERATION IN CONSUMATING AGREEMENT**

Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

6) **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, each Party is, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between any of the Parties, including their respective agents and employees. The Parties agree neither agency nor its agents and employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation or other programs afforded to the other party's employees.

A. Each Party shall be responsible for its applicable State and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

8) **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

A. The Parties agree to mutually indemnify, defend, and hold harmless each and every other participating Parties' employees, agents, and elective and appointive boards from and against any and all claims, suits, losses, damages and liability, including costs and attorney's fees, arising out of negligent or intentional acts or omissions of any Party, its employees or agents.

B. This indemnification shall extend to claims, suits, losses, damages, injury, and liability for injuries occurring after completion of any Party's services, as well as during the progress of rendering such services.

9) **CONFLICT OF INTEREST**

The Parties attest that they have no current business or financial relationship with any employees of the SELPA or other SELPA providers that would conflict with this Agreement

and will not enter into any such business or financial relationship with any such employees during or following the period of this Agreement.

**10) NONDISCRIMINATION**

During the performance of this Agreement, the Parties shall each comply with all applicable federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

**11) THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties to this agreement.

**12) CONFIDENTIALITY**

The Parties agree to maintain confidentiality of information and records as required by applicable federal, State and local laws, regulations and rules, and further agree to mutually hold the other party harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

**13) SEVERABILITY**

The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

**14) ENTIRETY OF AGREEMENT**

This Agreement contains the entire agreement with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

**15) VENUE AND JURISDICTION**

The Parties enter into this Agreement in the County of Solano, State of California, and agree to comply with all applicable laws and regulations therein. Venue is the County of Solano for litigation purposes.

**16) SIGNATURES IN COUNTERPARTS**

This Agreement may be signed in counterparts such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. The Parties agree that faxed signatures are binding for this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

<b>CONTRA COSTA SELPA</b> <u>MaryAnn Frates</u> <small>MaryAnn Frates (Jun 7, 2023 16:44 PDT)</small> (signature) Print Name: <u>MaryAnn Frates</u> Title: <u>Executive SELPA Director</u> Date: <u>Jun 7, 2023</u>	<b>MARIN COUNTY SELPA</b> <u>Rebecca Minnich</u> (signature) Print Name: <u>Rebecca Minnich</u> Title: <u>SELPA Director</u> Date: <u>May 30, 2023</u>
<b>NAPA SELPA</b> <u>Ginny Maiwald</u> <small>Ginny Maiwald (Jun 7, 2023 16:48 PDT)</small> (signature) Print Name: <u>Ginny Maiwald</u> Title: <u>SELPA Director</u> Date: <u>Jun 7, 2023</u>	<b>SOLANO COUNTY SELPA</b> <u>Andrew Ownby</u> (signature) Print Name: <u>Andrew Ownby</u> Title: <u>Assistant Superintendent</u> Date: <u>May 30, 2023</u>
<b>TRI-VALLEY SELPA</b> <u>Nanette Gray</u> <small>Nanette Gray (May 31, 2023 14:46 PDT)</small> (signature) Print Name: <u>Nanette Gray</u> Title: <u>Senior Director</u> Date: <u>May 31, 2023</u>	<b>VALLEJO COUNTY SELPA</b> <u>Rachel Chang</u> (signature) Print Name: <u>Rachel Chang</u> Title: <u>Director of Special Education/SELPA</u> Date: <u>Jun 7, 2023</u>
<b>YOLO SELPA</b> <u>Patrick McGrew</u> <small>Patrick McGrew (Jun 8, 2023 08:15 PDT)</small> (signature) Print Name: <u>Patrick McGrew</u> Title: <u>Assistant Superintendent</u> Date: <u>Jun 8, 2023</u>	