

Memorandum of Understanding Regarding
Provision of Special Education Transition Program Services

By and Between

**Carpinteria Unified School District
and
Santa Barbara Unified School District**

This Memorandum of Understanding is entered into by and between the Carpinteria Unified School District (CUSD) and the Santa Barbara Unified District (SBUSD), to be effective upon the date of signatures hereon, retroactive to July 1, 2012.

Whereas, Education Code sections 56460-56463 encourages interagency agreements for the coordination of special education transition program services; and

Whereas, SBUSD has an established TP that meets the needs of certain CUSD's 18 to 22 year old students; and

Whereas, SBUSD and CUSD wish to provide a means by which SBUSD can provide transition program special education services to CUSD students in appropriate circumstances on terms that are fair and equitable:

Now therefore in consideration for the promises set forth herein, CUSD and SBUSD agree as follows:

1. This MOU shall remain in effect for the duration of SBUSD's academic calendar for the 2012-13 school year. Thereafter, this MOU may be extended at the start of each school year by mutual agreement of the respective CUSD and SBUSD superintendents.
2. Upon a determination by CUSD that CUSD wishes to have the student served by SBUSD's TP, the CUSD Director of Special Education will send the SBUSD Assistant Superintendent of Special Education the following: (a) a cover letter explaining the rationale for placement in SBUSD's TP; (b) assessment reports covering the prior two years before the referral date; and (c) the student's current individualized education program (IEP).
3. Following SBUSD's receipt of a CUSD referral request for a CUSD student to receive services from SBUSD's TP, SBUSD shall notify CUSD as to whether SBUSD potentially has available resources and space available to provide the student with service by SBUSD's TP.
4. If SBUSD determines that it potentially has available resources and space available CUSD will convene an expanded IEP team meeting, including both SBUSD and CUSD personnel, to determine the TP services necessary to provide a free appropriate public education (FAPE) to the CUSD student. If it is determined that (a) the TP services that SBUSD is willing and able to offer will provide a FAPE to the CUSD student, and (b) if SBUSD agrees to provide services to the CUSD student through its TP, the expanded IEP team will develop an appropriate IEP documenting that the CUSD student will receive services via SBUSD's TP.
5. SBUSD's acceptance of a CUSD student into its TP shall not be deemed to constitute an inter-district transfer pursuant to California Education Code §§ 46600 or to otherwise transfer responsibility for a student's education to SBUSD under either state or federal law. CUSD will retain responsibility for (a) California Department of Education compliance complaints; (b) due

process proceedings before the Office of Administrative Hearings; (c) proceedings before the United States Department of Education Office for Civil Rights; and/or (d) civil actions before a court of competent jurisdiction. SBUSD will cooperate with CUSD in responding to any of the above-referenced cases by making its employees and student records available to CUSD as allowable by law.

6. When providing TP services to CUSD students, SBUSD's role shall be limited to that of a service provider for all purposes excluding transportation. As between SBUSD and CUSD only, SBUSD will be responsible for implementing the CUSD student's IEP, and in so doing the CUSD student will be afforded all of the rights and required to adhere to all of the responsibilities, that are normally associated with SBUSD's own students.

7. SBUSD reserves the right to convene an IEP team meeting to discuss a change in placement if SBUSD determines that its TP no longer provides a FAPE to the CUSD student.

8. SBUSD shall bill CUSD annually. CUSD will submit payment in three (3) installments for services provided per Attachment A, which contains a detailed description of the agreed upon methodology for payment per student. SBUSD will provide CUSD with monthly attendance reports.

9. This MOU shall not be construed to provide third parties with any direct right of action against SBUSD.

10. This MOU may be terminated by either party without cause upon 60 days written notice to the other party.

Signatures:

Carpinteria Unified School District

Santa Barbara Unified School District

By: _____

By: _____

President, Board of Trustees

President, Governing Board

Date

Date