

APPENDIX A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ELK GROVE UNIFIED SCHOOL DISTRICT,
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT,
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
SACRAMENTO COUNTY OFFICE OF EDUCATION,
TWIN RIVERS UNIFIED SCHOOL DISTRICT,
NATOMAS UNIFIED SCHOOL DISTRICT,
AND SAN JUAN UNIFIED SCHOOL DISTRICT
2020**

The purpose of this Memorandum of Understanding is to establish an agreement between the Sacramento County Office of Education (SCOE) Special Education Local Plan Area (SELPA) and SELPAs in Elk Grove Unified School District (EGUSD), Folsom Cordova Unified School District (FCUSD), Sacramento City Unified School District (SCUSD), Twin Rivers Unified School District (TRUSD), Natomas Unified School District (NUSD), and San Juan Unified School District (SJUSD), describing the implementation of the Part C requirements for the California Early Start Program in Sacramento County. It is dated July 1, 2020 for reference purposes.

The SCOE Infant Program will:

- Provide services for up to 212 infants who meet eligibility criteria provided the LEA does not exceed its funding capacity as determined by the California Department of Education.
- Serve all children, in cooperation with the SJUSD Deaf or Hard of Hearing (HOH) Program, identified as having a solely low incidence disability as defined in Title 17, California Code of Regulations, Section 52000(b)(55).
- Provide early intervention services as appropriate dependent on a child's needs including:
 - Occupational Therapy (direct service or consultation)
 - Physical Therapy (direct service or consultation)
 - Nutrition Services
 - Respite Care
 - Transportation assistance for families to early intervention services
 - Specialized instruction
 - Speech therapy
 - Vision services
 - Deaf or hard of hearing services

- Comply with procedures and timelines for all infants served including:
 - 45 calendar day timeline for initial referral to Individualized Family Service Plan
 - Provide service availability for a 200-day school year
 - Service coordination responsibilities
- Provide specialized services and equipment
- Assume administrative and regionalized service responsibilities

SJUSD HOH Infant Program will:

- Serve up to 16 children, with a hearing impairment as the primary disability, in the California Early Start Program
- Will provide all early intervention services (see SCOE section) for up to 16 children
- Provide specialized equipment and services
- Assume administrative and regionalized services for children enrolled in HOH Program

EGUSD, FCUSD, SCUSD, SJUSD, TRUSD, and NUSD will:

- Refer all families with children, birth to three years of age, requesting special education services to the SCOE Infant Program. (SJUSD will respond to referrals for student with hearing disabilities within the SJUSD)
- Transfer all fiscal allocations for participation in the California Early Start Program to the SCOE Infant Program. (SJUSD will maintain partial funding for serving up to 16 children in the HOH Infant Program)
- Forward all CDE requests for data to SCOE Infant Program for response (exception: SJUSD HOH program)

GENERAL TERMS:

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other parties (including their directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

2. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
3. **Force Majeure.** No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.
4. **Execution.** The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Christopher R. Hoffman, Superintendent Date
Elk Grove Unified School District

Dr. Sarah Koligian, Superintendent Date
Folsom Cordova Unified School District

Kent Kern, Superintendent Date
San Juan Unified School District

Jorge A. Aguilar, Superintendent Date
Sacramento City Unified School District

Debbie Morris, Administrator Date
Sacramento County SELPA

Chris Evans, Superintendent
Natomas Unified School District SELPA

Date

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District SELPA

Date

Brent Malicote, Educational Services
Sacramento County Office of Education

Date