

# Appendix I

## Calculation of Inter-district Transfer Cost

- a) Instruction for completing cost transfer forms
- b) Actual Cost Form
- c) Average Cost Form
- d) Extended School Year Form
- e) List of Identified Regional Programs
- f) Inter-district Transfer MOA Policy
- g) Actual Cost Form for MOA

**South East Consortium For Special Education  
Special Education Local Plan Area  
3434 Marten Avenue  
San Jose, CA 95148  
(408) 223-3774**

## **Special Education Inter-district Transfer Procedures**

The procedures described below are for transfers in which the district-of-service and the district-of-residence are both within the South East SELPA *and the parent initiates the inter-district transfer request*. If either is outside of the South East SELPA, the district-of-service will invoice the district-of-residence in order to receive payment by warrant from the district-of-residence. *This policy does not apply to inter-district transfers initiated by districts for program availability purposes.*

Enclosed are Inter-district Transfer Forms: Actual Cost form, Average Cost form and Extended School Year (for Regional Program) form.

**Instructions for “Actual Cost” form.** This form is used for Regional Programs

- If student is being served in a regional program, the district-of-service will use this form to bill actual cost to the district-of-residence.
  
- All figures for actual costs should reflect best estimates of actual costs for the full current year.
  
- When completing the “Additional Cost per Pupil” section, please indicate the nature of all additional services.
  
- Do not change facilities cost listed.

**Instruction for “Average Cost” form.** This form is used for individual Program Placements

- Districts in the SOUTH EAST SELPA have agreed not to bill each other for:
  - Specialized Academic Instruction, Resource Specialist Program
  - Specialized Academic Instruction, Special Day Class Program (non-autism and non-ED SDC programs)
  - Speech-Only services (Contracted SLPs and district-employee SLPs)
  - Related Services for students in SAI Resource Specialist Programs and SAI SDC Programs mentioned above.
  - Allen Bill students.

- District-of-service will charge district-of-residence for special education program components not listed above, including but not limited to the following. There should be an agreement between the two districts.
  - Specialized Academic Instruction, Special Day Class Program (autism and ED SDC programs)
  - Program with higher level of staffing involved (more than 2 FTE of Instructional Assistants in class and/or additional auxiliary or support staff).
  - Related Services for students in SAI SDC Programs (autism and ED) and Program with higher level of staffing mentioned above.
  - Other Related services (i.e., 1:1 aide, translator) hired or contracted specifically for the student on an inter-district transfer.
  - Special supplies or equipment required.
  
- Do not change any calculated numbers listed on the form since these numbers reflect information across districts in SOUTH EAST SELPA.

**Instructions for “Extended School Year” form.** This form is used for Extended School Year of the Regional Programs

- If student is being served in an extended school year for regional program, the district-of-service will use this form to bill actual cost to the district-of-residence.
  
- All figures for actual costs should reflect best estimates of actual costs for daily rate.
  
- When completing the “Additional Cost per Pupil” section, please indicate the nature of all additional services.

**Instructions for Completing Forms**

1. District-of-service fills in correct form with student’s information, identifies amount to be charged, signs, dates, and faxes a copy to the district-of-residence and to the SELPA AU Office attention: Huong Vu @(408) 532-9311
  
2. The amount for column 12/1 and 4/1 should each reflect the full year cost. The total average for the year will be calculated based on these two amounts.
  
3. District-of-residence signs, dates, and faxes back to the district-of-service and to the SELPA AU office attention: Huong Vu @(408) 532-9311
  
4. The SELPA AU will adjust the apportionments for the students whose district-of-service and district-of-residence are under the same SELPA AU.

5. If the district-of-residence contests the charges, a memo stating such must be addressed to the SELPA Director within 60 days of the census dates (Dec 1 and April 1). The SELPA Director will mediate the dispute with a resolution within 30 days.

Please call Huong Vu at (408) 223-3774 if you have any questions.

**Note: District of Service cannot bill District of Residence for students on an interdistrict transfer because of parent employment/Allen Bill. District of Service may request for documents verifying parent employment to confirm continued interdistrict transfer qualification under Allen Bill.**

Approved by Operation 9/27/17

District of Residence

Student Name (Last, First)

District of Service

Student (MIS SDT#)

Birthdate

## Special Education Interdistrict Transfers 2018/19

### AVERAGE COST

Teacher FTE		108,853	=	108,853
Aide		45,759	=	45,759
COLA 17/18	1.56% x	154,612	=	2,412
Ave. Supplies	1.56% x	724	=	735
Ave. Direct	(ave.J-380) 13.54%		=	21,361
Ave. Indirect	(ave.J-380) 5.56%			9,959
Facilities		12,391	=	12,391
Subtotal	Ave. cost / class/ yr		=	\$201,470

District of service: Please calculate costs, sign, and fax to district of residence and SELPA office by Dec 30 and Apr 30

District of Service

District of residence: Please confirm costs, sign, and fax back to district of service and SELPA office by Dec 30 and Apr 30

District of Residence

### Average Cost per Pupil per year

	(standard) # students per class	Cost per Pupil	less Average LCFF/ADA	Average per/pupil
SDC8	8	= 25,184	- 9,290 =	<b>\$15,894</b>
SDC10	10	= 20,147	- 9,290 =	<b>\$10,857</b>
SDC12	12	= 16,789	- 9,290 =	<b>\$7,499</b>
RSP	24	= 8,395	=	<b>\$8,395</b>

### Additional Average Costs per Pupil per year

Additional Classroom Aide		52,897 / 10	\$5,290
Speech/Language	Presch/LI	132,742 / 40	\$3,319
	Elem/Sec	132,742 / 55	\$2,413
APE		132,742 / 35	\$3,793
OT		132,742 / 35	\$3,793
Other Related Services (please specify services and costs) :			

Service effective 12/1	Service effective 4/1
------------------------------	-----------------------------

Average cost  
per pupil

SDC 8		
SDC 10		
SDC 12		
RSP		

Add'l Aide		
Speech/Language		
Presc/LI		
Elem/Sec		
APE		
OT		
Other		
Total	0	0

Average Dec/Apr 0

District of Residence	Student Name (Last, First)	District of Service
	Student (MIS SDT#)	Birthdate

## Special Education Interdistrict Transfers 2018/19

<b>ACTUAL COST ( Regional Program Only )</b>	
<u>Actual Costs per Pupil per year</u>	
Salary & Benefit : Teacher	
Salary & Benefit: Aide	
Supplies, Required Equipment	
Subtotal	
Direct % (ave.J-380)	=
Indirect % (ave.J-380)	
Facilities	12,391
Subtotal/ class/yr	
# pupils/class	
Cost per pupil	
Less Revenue Limit (LCFF)	
Actual cost per pupil per year	
<u>Additional Actual Costs per Pupil per year</u>	
Additional Classroom Aide	
Speech/Language Presch/LI	
Elem/Sec	
APE	
OT	
Other (specify) per District Agreement	

District of Service: Please calculate cost, sign, and fax to district of residence and SELPA office by Dec 30 and Apr 30

District of Service

District of Residence: Please confirm charges, sign, and fax back to district of service and SELPA office by Dec 30 and Apr 30

District of Residence

	Service effective 12/1	Service effective 4/1
Actual cost per pupil		
Add'l Aide		
Speech/Language Presc/LI		
Elem/Sec		
APE		
OT		
Other		
Total	0	0
Average Dec/Apr		0

District of Residence

Student Name (Last, First)

District of Service

Student (MIS SDT): Birthdate

### Extended School Year (Regional Program) Special Education Interdistrict Transfers 2018/19 (for summer of 2019)

Teacher

Daily Salary 0 Salary plus Benefit per Day

Benefit %

Instructional Aide

Daily Salary 0 Salary plus Benefit per Day

Benefit %

Total Salary and Benefit:

0 x

=

Number of days

Total Sal/Benefit

0

0

Direct Support %

0

Indirect Cost %

0

Total Cost

0

Number of students

Cost per student per ESY  
(Total cost/# of students)

#DIV/0!

Additional Costs (specify) per student per ESY  
Speech/Language, APE, OT

Other (specify) cost per student per ESY  
Counseling, Mental Health Services, Nursing Services, 1:1 Aides,  
Translator, Vision Services, O & M, Vendor Services,  
Other (Please attach separate page for description of the services)

Total Cost for this student in Extended School Year

#DIV/0!

District to input information in the shaded areas.

District of service: Please calculate costs, sign,  
and fax to district of residence and SELPA office  
by September 30

District of Service

District of residence: Please confirm costs, sign,  
and fax back to district of service and SELPA  
office by September 30

District of Residence

# List of Identified Regional Programs for 2018/19

## SE SELPA

1	Itinerant Visually Impaired	AU SELPA Office
1	Itinerant Deaf Hard of Hearing	AU SELPA Office



**Annual Memorandum of Agreement for the Provisions of Special Education Between  
[District of Residence] and [District of Service]**

Parties

The parties of this agreement are the [District of Residence] (hereafter referred to as "DOR") and the [District of Service] (hereafter referred to as "DOS"). The Agreement will stay in effect until it is (1) revised by both districts, (2) terminated by mutual agreement of the parties, or (3) withdrawn from after the period of time required subsequent to notice being given.

Purpose

It is the intent of DOR to provide a free and appropriate public education for all eligible children with disabilities who are residents of DOR. To assist in providing such educational programs and services, DOR desires to have access to DOS programs and services through a DOR-initiated placement in appropriate cases. DOS desires to assist DOR in providing such an educational program to DOR students in appropriate cases, but does not have sufficient resources to do so without fiscal reimbursement from DOR.

Change/Withdraw from this Agreement

This agreement may be terminated by mutual agreement of the parties at any time. Either party may withdraw from this agreement by giving a minimum of 9 months notice, prior to the end of extended school year program. Individual Service Agreements under this General Agreement may terminate at any time that particular Student no longer requires the DOS program.

Services Covered Under this Agreement

This agreement is entered into to provide for the students who require Specialized Academic Instruction in a Special Day Class-type setting, or \_\_\_\_\_. To be considered for placement, student must:

1. Currently not have a feasible program within the DOR, and/or
2. Have arrived from another district/SELPA with an IEP, which requires services not available within the DOR.

Services will be provided following the DOS's school calendar. The DOR and DOS will work collaboratively to ensure the smooth provision of special education and related services.

Any placement under this agreement is subject to the consent of the DOS. When a student is placed pursuant to this agreement, that student remains the resident of the DOR while attending the DOS.

Costs

It is agreed that the cost for providing services under this Agreement will be determined using an actual cost calculation model. If the student moves out of the DOR, DOR shall be responsible for the prorated daily cost equal to the number of days the student was enrolled in the DOS.

Student Specific Additional Costs

Any other related services provided by other agencies/providers will be under a separate contract between the agencies/providers and the DOR. The DOR will inform the DOS when other related services are provided by other agencies. The DOR and DOS will coordinate services provided by the DOS and other agencies/providers.

### IEPs

Both parties agree to involve each other in the development and modification of IEPs for student(s) covered under this Agreement. The DOR's special education director/designee shall be invited to and attend all IEPs/ITPs and/or Manifestation Determination meetings for student(s) covered by this agreement. The appropriateness of the current placement may be addressed at any IEP meeting relating to student(s) covered under this agreement.

### Transportation

Transportation remains the full responsibility of the district of residence.

### Student Discipline

The DOS is responsible for discipline of all students enrolled in their program, including student(s) enrolled under the provisions of this Agreement. Such student(s) may be suspended or expelled from school for infractions of established discipline procedures and in accordance with law.

The DOR shall be responsible for the costs of any suspension/suspension pending expulsion placement. If a student is expelled the DOR shall be responsible for the prorated daily cost equal to the number of days the student was enrolled in the receiving district. If expelled from the DOR, the DOS is responsible for the student's expulsion placement.

### Disputes Involving Parents

The DOR shall be solely responsible for ensuring that the receiving district's placement can provide to the student a free appropriate public education under the Individuals with Disabilities Education Act and related provisions of the Education Code. The DOR shall be solely responsible for maintaining compliance with all aspects of the IDEA and related provisions of the Education Code in regard to the student while the student remains in the receiving district's placement including, but not limited to, timely convening individualized education program ("IEP") team meetings, developing appropriate IEPs, recommending related services, proposing and undertaking assessments, and ensuring that the student is receiving educational benefit from the student's placement in the receiving district. The DOS is responsible for implementation of the DOS components of the developed IEP.

The parties to this Agreement will make every effort to resolve disputes with parents through local approaches whenever possible. However, when a parent requests Alternative Dispute Resolution (ADR), files a compliance complaint with the California Department of Education, or requests mediation/due process, both parties agree as follows: the DOR will cover any and all costs incurred by the receiving district as a result of the ADR, compliance complaint or mediation/due process hearing request, including but not limited to liability for compensatory education, reimbursement for educational expenses, and attorneys' fees and costs, whether incurred by the DOS's retention of legal counsel or as attorneys' fees and costs owed to the parent's attorney through ADR, a compliance complaint, or mediation/due process hearing; and that the DOR's indemnification of the DOS's costs, including the DOS's cost for retaining legal counsel, and liabilities under this Agreement shall also extend to any additional litigation in state or federal court in regard to the ADR, compliance complaint, and/or a mediation and/or due process hearing request. If possible under the facts of the particular dispute, the DOR has the option to retain and fund legal counsel on behalf of itself and the DOS.

Nothing within this Agreement will be construed to interfere with a parent's/guardian's rights as explained the SELPA's Parental Rights and Safeguard for Special Education.

Stay Put

The parties do not intend the terms of this agreement to create or give rise to any stay put obligations. However, the parties agree to abide by any stay put orders issued by any court/administrative hearing office of competent jurisdiction.

Disputes Involving Districts

If a dispute should arise between the two districts concerning the proposed placement, services to be provided, costs and/or program exit, the districts agree to attempt to resolve the problem(s) through, first, a direct meeting of the special education directors and then, if not resolve, a meeting between the superintendent/designee. The superintendents may request the SELPA director to facilitate this resolution process.

If a dispute cannot be resolved after a meeting of the superintendent/designee, the DOR or DOS may remove the student(s) from the receiving district subject to legal obligations, if any arising outside of this Agreement. Under these circumstances the specific Agreement relating to the student(s) will be void; however, the General Agreement between the districts will remain in place. Any agreed upon costs for the student(s) removed by the district of residence will be prorated for the student(s) based on the number of days of enrollment.

All issues not addressed in this agreement will follow the general guidelines, including the SELPA Budget Allocation Plan

DISTRICT OF RESIDENCE

By:

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

DISTRICT OF SERVICE

By:

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

**Individual Services Agreement**

This individual Services Agreement ("ISA") is made and entered into effective (insert date) between (insert district of residence) ("district of residence") and (insert district of service) ("district of service") as an addendum to the Annual Memorandum of Agreement for the Provisions of Special Education

1. This ISA describes the services that the DOS will provide to (insert student).
2. The DOS will provide the following services:

Service	Frequency/Duration	Start Date	End Date
Special Class			
Related Service:			
Related Service:			
Related Service:			
Other:			
1:1 Assistant/Behavior Technician/Rider			

ESY Service	Frequency/Duration	Start Date	End Date
Special Class			
Related Service:			
Other:			
1:1 Assistant/Behavior Technician/Rider			

Services may be changed during the term of this ISA through IEP team agreement.

3. Unless the student no longer requires the DOS program at an earlier date, this ISA shall terminate upon (check appropriate box):
  - End of regular school year on June 30 (insert year)
  - End of extended school year on (insert date)

This ISA may be amended by mutual consent of the parties.

4. The services set forth in this ISA shall be provided by fully qualified personnel with the appropriate credential or license in accordance with all relevant state requirements and the student's IEP.

LEA OF OPERATION

By:

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

LEA OF RESIDENCE

By:

\_\_\_\_\_  
 Typed or Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

District of Residence

Student Name (Last, First)

District of Service

Student (MIS SDT#)

Birthdate

### Special Education Interdistrict Memorandum of Agreement 2018/19

**ACTUAL COST**

Actual Costs per Pupil per year

Salary & Benefit : Teacher \_\_\_\_\_

Salary & Benefit: Aide \_\_\_\_\_

Supplies, Required Equipment \_\_\_\_\_

Subtotal \_\_\_\_\_

Direct % (ave.J-380) \_\_\_\_\_ =

Indirect % (ave.J-380) \_\_\_\_\_

Facilities \_\_\_\_\_

Subtotal/ class/yr \_\_\_\_\_

# pupils/class \_\_\_\_\_

Cost per pupil \_\_\_\_\_

Less Revenue Limit (LCFF) \_\_\_\_\_

Actual cost per pupil per year \_\_\_\_\_

Additional Actual Costs per Pupil per year

Additional Classroom Aide \_\_\_\_\_

Speech/Language Presch/LI \_\_\_\_\_

Elem/Sec \_\_\_\_\_

APE \_\_\_\_\_

OT \_\_\_\_\_

Other (specify) per District Agreement \_\_\_\_\_

District of Service: Please calculate cost, sign, and **attach this form to invoice** and send to district of residence by Dec 30 and June 30

\_\_\_\_\_  
District of Service

District of Residence: Please confirm charges, sign, and **send payment** to district of service by Jan 30 and June 30

\_\_\_\_\_  
District of Residence

**1st payment**  
Service  
Jul - Dec

**2nd payment**  
Service  
Jan - Jun

# of months = \_\_\_\_\_

Actual cost  
per pupil \_\_\_\_\_

Add'l Aide \_\_\_\_\_

Speech/Language \_\_\_\_\_

Presc/LI \_\_\_\_\_

Elem/Sec \_\_\_\_\_

APE \_\_\_\_\_

OT \_\_\_\_\_

Other \_\_\_\_\_

Total Cost \_\_\_\_\_

Total Payment \_\_\_\_\_