

CUTTEN ELEMENTARY SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING AGENDA  
June 24, 2025 5:30 pm  
Ridgewood Commons  
2060 Ridgewood Drive Cutten, CA 95503

**1.0 CALL TO ORDER/FLAG SALUTE**

**2.0 VISITOR COMMENTS ON NON-AGENDA ITEMS**

The Board reserves the right to limit speakers to three minutes only. The Board may comment, but cannot take action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

**3.0 INFORMATION / POSSIBLE ACTION ITEMS**

- 3.1 Consider Approval of 2025 – 2026 EPA and Spending Plan Resolution 2025-6
- 3.2 Consider Approval of 2025 – 2026 Local Accountability Plan (LCAP)
- 3.3 Consider Approval of 2025 – 2026 District Budget
- 3.4 Consider Approval of LCAP Federal Addendum Revision
- 3.5 Consider Approval of California Dashboard LCAP Local Indicators
- 3.6 Consider Approval of MOU Between HCOE and Cutten Elementary School District for Special Education Services. 2025-26

**4.0 BOARD MEMBER COMMENTS / COMMUNICATION**

**5.0 PUBLIC COMMENT ON CLOSED SESSION ITEM**

**6.0 CLOSED SESSION**

*6.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)*

*Agency Negotiator: Dennis Reinholtsen*

*Name of organization representing employees: Principals*

*6.2 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)*

*Agency Negotiator: Dennis Reinholtsen*

*Name of organization representing employees: Superintendent*

**7.0 RECONVENE TO OPEN SESSION**

**8.0 ADJOURNMENT**

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at Ridgewood School, 2060 Ridgewood Drive, Eureka.



Placement Agreement For Special Education Services (Last Revised: [insert date])

Between \_\_\_\_\_ SCHOOL DISTRICT and HUMBOLDT COUNTY OFFICE OF  
EDUCATION

The purpose of this Placement Agreement (Agreement) is to outline responsibilities between the Humboldt County Office of Education (HCOE) and a Local Education Agency (District) in situations where the District seeks to place one or more student(s) in special education classrooms operated by the HCOE pursuant to a student's Individualized Education Program ("IEP"). It is agreed that when a student is placed in a HCOE special education program by the \_\_\_\_\_ School District (District) through the IEP process,, District remains the school district of enrollment and therefore retains all financial and legal responsibilities under the Individuals with Disabilities Education Act (IDEA) and related federal and California laws.

The District remains the necessary and proper party to initiate and/or defend any and all legal disputes, claims, complaints, due process proceedings and/or civil litigation related to a student's educational program pursuant to this Agreement. Placements under this Agreement shall not be deemed inter-district transfers, as the student remains a resident of the District. Thus, HCOE acts as a service provider, and not as the District.

HCOE's responsibility is therefore limited to implementing the educational program provided for in the student's IEP, initiating timely communication, and collaborating with the District around all aspects of the referral and IEP process as outlined in this Agreement. Any responsibilities related to the provision of a free and appropriate public education ("FAPE") to placed students pursuant to the Individuals with Disabilities Education Act ("IDEA") that are not expressly delegated to the HCOE in this Agreement remain the responsibilities and obligations of the District.

**1. Services to be performed by the HCOE and District:** In consideration of the fee for service described below, the HCOE and District shall comply with the terms, conditions, and specifications set forth, in Exhibit A and Exhibit B (attached).

**2. Contract Term:** This Agreement is made and entered into as of \_\_\_\_\_ (Date) between HCOE and District. This Agreement shall be in effect until terminated in accordance with Section 7 herein, or until revised by mutual and written consent of all parties.

**3. Payments:** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment as specified herein and in Exhibit A and Exhibit B. HCOE will initiate billing based on annual estimates shared through a District of Special Education Accountability Report (DSEA Report, formerly known as DOR report) provided to District business officers on a monthly basis and upon request. In the event that District makes any advance payments, HCOE agrees to refund any amounts in excess of the amount owed by District at the time of contract termination.



**4. Hold Harmless:** The District shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of HCOE, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from educating the student, assessing the student and/or implementing the IEP by HCOE, excepting those liabilities, claims, losses, judgments, damages, demands or expenses arising out of or caused by the sole negligent, reckless, unlawful or intentional acts of HCOE, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

**5. Confidentiality:** All data produced or compiled by either HCOE or District in performance of this Agreement shall be considered confidential unless it can be obtained as a public record and shall not be shared with a third party without the prior written consent of the other entity. Both HCOE and District shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as each entity requires of its own personnel. Pursuant to Education Code section 49076(a)(2)(G) and 34 CFR sections 99.31(a)(1) and 99.7(a)(3)(iii), a local educational agency may share information from student records with a contractor or consultant with a legitimate educational interest who has a formal written agreement regarding the provision of outsourced institutional services or functions by the contractor or consultant. Consistent with this authorization, HCOE and District agree that the disclosure of information from student records under this Agreement will comply with the requirements of Education Code sections 49073 et seq., the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and any other applicable state and federal laws and regulations regarding educational records, data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this Agreement.

The requirements of this section shall survive the termination of this Agreement.

**6. Non-Assignability:** Except as expressly set forth elsewhere in this Agreement, neither HCOE nor District shall assign this Agreement or any portion thereof to a third party without the prior written consent of the other entity, and any attempted assignment without such prior written consent in violation of this section shall: (1) be voidable at the election of the non-consenting party; and (2) automatically give the nonconsenting party the option to terminate this Agreement without prior notice.

**7. Termination of Agreement:** Both HCOE's and District's superintendents may, at any time after execution of the Agreement, terminate this Agreement, in whole or in part, for the convenience of HCOE or District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than twenty (30) days from said notice. In the event of termination, HCOE shall be paid for all work satisfactorily performed through the date of termination except where the District determines the quality or quantity of the work performed is unacceptable. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to HCOE as soon as is reasonably possible after the District learns of said unavailability of funding.

## **8. Program Transfer**



The District agrees to comply with SELPA policy related to program transfer and to inform HCOE immediately upon finalizing the decision to submit a Program Transfer Application to the SELPA Governing Board.

**8. Retention of Records:** Both HCOE and District shall maintain all records related to this Agreement for no fewer than three (3) years after District makes final payment or after the termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of HCOE, District, the State of California, other regulatory agencies, and/or Federal grantor agencies. All original records will be retained by the District.

**9. Merger Clause:** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by both HCOE's and District's superintendents. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire agreement between HCOE and District as related to the matters herein.

**10. Governing Law:** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of Humboldt or in the United States District Court for the Northern District of California.

**11. Authority to Enter into Agreement:** HCOE and District represent and warrant to and covenant with each other that they have full power to enter into and perform their obligations under this Agreement, and that this Agreement constitutes valid and binding obligations on the parties respectively enforceable in accordance with its terms.

**12. Dispute Resolution:** In the event that concerns arise related to this Agreement, including (without limitation) disputes regarding either party's performance of its obligations under the Agreement, the parties are encouraged to attempt to informally resolve such concerns at the lowest level of authority possible. Agreement concerns should first be discussed between the HCOE Director for Early Education and District Special Education Administrator. If a resolution is not achieved, HCOE's Superintendent/Designee will communicate with the District's Superintendent/Designee to continue working towards a student-focused resolution. In the event that resolution still cannot be reached, the SELPA Governing Board will hear and decide any unresolved disputes relative to the Agreement at the next scheduled SELPA Governing Board Meeting. If the Superintendent of the district involved in the unresolved dispute to be submitted to the SELPA Governing Board for resolution is also a SELPA Governing Board member, then that Superintendent shall recuse herself/himself from hearing or deciding the dispute when it comes before the SELPA Governing Board.

MEMORANDUM OF APPROVAL





This Agreement entered into this day of \_\_\_\_\_ by and between the undersigned parties.

[SIGNED] \_\_\_\_\_,

Superintendent or Designee,

\_\_\_\_\_ School District (District)

[SIGNED] Genevive Macias, Director of Early Education and Instruction (HCOE)



**Exhibit A**

**Responsibilities of Parties Prior to Initial Placement**

Action	District	HCOE
Referral	District will provide HCOE with a completed referral packet including the current IEP, assessments and triennial completed within 2 years (in case of a Preschool referral, the timeline will be within 6 months) of the referral date.	<ul style="list-style-type: none"> <li>a. HCOE will consult with District about the availability and appropriateness of HCOE program, including related services.</li> <li>b. HCOE receives referrals from the community to initiate developmental screening. If a HCOE receives a request for assessment or the child development screen demonstrates potential special education eligibility, the district will be notified via email. Per district instruction the family may be referred to their district for assessment or HCOE in collaboration with this agreement will complete the evaluation.</li> </ul>
Initial referral at age 3	Should a referral for Special Education or HCOE operated programs come from a community agency or member the district will comply with its ChildFind obligations and refer to HCOE programs as appropriate	HCOE may, at the request of the the district, start screening, assessment and IEP process for that child. District will be notified via email and involved if that student is determined to require assessment for potential eligibility.
Consent to Placement in HCOE program	The District shall not make an IEP offer for HCOE program placement without first obtaining the written notification from HCOE. Such written notification shall expressly specify, and shall not exceed, the IEP placement and services which HCOE is able to provide to the student.	If HCOE determines that its program is appropriate and that it has the ability to serve the student in accordance with the proposed IEP, HCOE shall provide District with written notification.
Placement IEP Meeting Scheduling	<ul style="list-style-type: none"> <li>a. District is responsible for scheduling and coordinating the placement IEP meeting.</li> </ul>	Appropriate HCOE staff will work with District to identify their availability to attend placement IEP meeting, and



	<p>The District will coordinate observations and IEP meetings with HCOE as needed.</p> <p>b. If Student is not currently served by the District, newly identified or C to B, HCOE will take the lead on scheduling an IEP meeting and inviting the District to attend.</p>	<p>shall work with District staff to coordinate observations of the proposed placement as requested.</p>
Placement IEP Development	<p>If District student referral is accepted in writing by HCOE, the District shall develop the IEP in collaboration with HCOE staff as appropriate and requested.</p>	<p>HCOE shall collaborate with the District in developing IEP, including confirming which specific services will be provided by HCOE and which will remain the responsibility of the District.</p>
Low Incidence Equipment	<p>The District shall arrange for and provide all necessary low incidence materials and equipment consistent with the student's IEP upon placement. As necessary, the District shall also collaborate with HCOE staff in the identification of necessary low incidence materials and equipment and potential sources to acquire low incidence materials and equipment in a timely manner.</p>	<p>Within ten (10) business days of receipt of the referral, HCOE will collaborate with the District around any low incidence materials or equipment which may be necessary to support student placement in HCOE program, and share potential sources through which material and equipment may be acquired, if possible.</p>



Exhibit B

Responsibilities of Parties Subsequent to Placement

Action	District	HCOE
Schedule Annual IEP Meeting		HCOE Representative will contact the District and other IEP team members at least 45 calendar days prior to the due date of annual IEP meeting, and 60 calendar days prior to the due date of triennial IEPs, to schedule an IEP meeting and confirm which entity will conduct any related evaluations/assessments.
Request for an IEP meeting	The District will acknowledge parent requests for IEP meetings and cooperate with HCOE in scheduling of IEP meetings to ensure that a representative of the District can attend the IEP meeting. No IEP meeting may occur without a District representative in attendance.	Within one (1) business day of receipt of a parent request for an IEP meeting, HCOE will notify the District and facilitate scheduling of the meeting within 30 days.
Request for Assessment	The District will evaluate the request/recommendation and respond within the appropriate window, including by sending/transmitting an Assessment Plan to the student (if 18 or over) or to his/her education rights holders. If a PWN is required, the PWN will be written by the District, with input from HCOE as requested.	If an educational rights holder requests that a student placed in an HCOE special education program be assessed for additional IEP eligibility and/or services, or makes any request requiring action by the District, HCOE shall within one (1) business day notify the District.
Triennial and Other Assessments	Whenever an assessment, evaluation, or reassessment/re-evaluation is required by law (ex. triennial assessment) or following the placing District's approval/agreement of assessment/evaluation, before the	HCOE shall communicate with District to confirm which, if any, of legally-required or agreed-upon assessments/evaluations HCOE has the ability and/or capacity to perform.





	<p>assessment plan is transmitted to the student or his/her education rights holders, HCOE and the District shall communicate and agree in writing as to which entity is responsible for performing any and/or all of the assessments/evaluations at issue. As part of this process, HCOE will advise the District which, if any, of the assessments/evaluations HCOE has the ability and/or capacity to perform. The District will then confirm with HCOE which assessments/evaluations it will perform, and which assessments/evaluations will be delegated to HCOE. The District acknowledges and agrees that it, as the student's LEA, has the ultimate/final obligation to conduct any and all assessments/evaluations.</p> <p>Unless HCOE is performing the entire assessment/evaluation at issue, District shall be solely/fully responsible for developing the Assessment Plan, soliciting parent consent, completing the assessment in timelines outlined in state and federal law, and scheduling an IEP meeting to share assessment results.</p>	<p>If HCOE and the District agree that HCOE is performing the entire assessment/evaluation at issue, HCOE shall be solely/fully responsible for developing the Assessment Plan, soliciting parent consent, completing the assessment in timelines outlined in state and federal law, and scheduling an IEP meeting to share assessment results.</p>
District Representation	<p>The District will assign to participate in IEP meetings a representative with the legal authority to make educational decisions required of the District (e.g. offering a free appropriate public education – FAPE). The District representative who attends IEP meetings shall be</p>	



	<p>knowledgeable about the student and the contents of the student's current IEP, as well as the purpose of the IEP meeting, and shall have full authority to act on the District's behalf. This includes the authority to agree to any changes to the IEP including the Offer of FAPE. In no case shall an IEP meeting proceed without an appropriately knowledgeable/authorized District representative in attendance.</p> <p>While in-person attendance at IEP meetings by the District representative is preferable for all in-person meetings, HCOE will accommodate participation by phone or other electronic means.</p> <p>The District must notify HCOE at least one (1) business day prior to any scheduled meeting if there is a need for an alternative participation method.</p>	
SEIS Record	<p>When SEIS edit access needs to be added, the District is responsible for contacting the HCOE with the following information:</p> <ul style="list-style-type: none"> <li>• name and email address of the provider,</li> <li>• student's SSID, and</li> <li>• student's initials</li> </ul>	<p>HCOE will own the SEIS record and provide edit access to the District-identified administrators and service providers.</p> <p>Edit access for non-district providers, including NPA or NPS providers, is granted by SELPA, not HCOE.</p>
Notice of Meeting and Excusal Form	<p>At least fifteen (15) calendar days prior to any IEP meeting, the District will provide HCOE with all names and roles of District attendees for the Notice of Meeting. If an Excusal Form needs to accompany the Notice of Meeting, the District will provide the name, role and reason for the proposed excusal of any District IEP</p>	<p>Upon timely receipt of the information described herein from the District, HCOE will send Notice of Meeting with excusal form at least ten (10) calendar days prior to IEP meeting. HCOE will attend all IEP meetings in cooperation with District personnel.</p>



	<p>team members. This is including, but not limited to outside agencies, District providers, and District administrators. The District is responsible for ensuring that all IEPs are properly constituted, and that required team members are in attendance. To ensure that the Notice of Meeting and Excusal Form is sent to the appropriate party/parties, The District is responsible for informing HCOE of changes in educational rights holders, including but not limited to conservatorship or court orders.</p>	
Draft IEP		<p>HCOE case manager will ensure draft present levels of performance, proposed draft goals, proposed draft BIP, and proposed draft ITP are available in SEIS for review by the District representative at least five (5) calendar days prior to the IEP meeting.</p> <p>If circumstances exist that delay the ability of the HCOE case manager to prepare the required draft documents, soon as reasonably possible (no longer than two (2) days the HCOE case manager will inform the District so that the District can take appropriate steps to address the delay.</p>
Interpretation and/or Translation Services	<p>If HCOE is not able to provide IEP-related interpretation and/or translation services, the District shall advise HCOE whether it desires: (1) for HCOE to arrange for a private agency to provide the service (to be billed at cost to the District); or (2) to itself provide the</p>	<p>HCOE will attempt to provide IEP-related interpretation and/or translation services utilizing its bilingual family counselors or other staff members. When HCOE staff are unable to provide this service, the District will be notified. HCOE shall arrange for a private agency</p>



	interpretation and/or translation services.	to provide the service, to be billed at cost to the District, unless the District elects to itself provide the interpretation and/or translation service.
IEP Notetaker and Facilitator	Unless otherwise agreed upon by both parties, the District representative who attends the IEP will serve as notetaker and an HCOE representative will serve as the facilitator.	Unless otherwise agreed upon by both parties, an HCOE representative will serve as the facilitator in IEP meetings.
Offer of FAPE	The District representative in attendance at the IEP meeting will make the offer of FAPE at the appropriate time on the IEP meeting agenda. If the District representative must leave the IEP meeting for any reason, a continuation meeting will be scheduled and the meeting will be concluded.	HCOE administrators are not authorized to present the Offer of FAPE on behalf of a District representative.
Delivery of FAPE	Upon HCOE's request, the District agrees to communicate with HCOE staff, and/or attend an IEP meeting, to discuss the continued appropriateness of a student's placement in the HCOE's program and/or the provision of IEP services which HCOE is not able to provide.	HCOE will provide all services identified as its responsibility in the IEP for which the education rights holder has consented.
Related Services	The District is solely responsible for providing any and all IEP related services which HCOE is not able and/or has not agreed to provide. Under special circumstances, the District may request to utilize its own related service provider. Requests must be submitted in writing to the HCOE Administrator overseeing the program.	Unless otherwise agreed by the parties, HCOE will coordinate (at the District's expense) the following related services for which the student is determined eligible through the IEP process: Visual Impairment, Orientation & Mobility, Educational Audiology, Physical Therapy and Intensive Individual Services. Any Related Services not identified herein will be the responsibility of the District.





		In the event HCOE is unable to provide a related service as identified in the IEP, HCOE shall provide written notice to the District.
Transportation	<p>The District is responsible for any interim transportation necessary between placement and the routing of HCOE provided transportation.</p> <p>In cases where HCOE is not able to accommodate the transportation needs of a student placed in the HCOE program, the District must provide/contract for transportation.</p>	<p>HCOE will make every effort to secure transportation for the placed students who receive transportation as part of their IEP services. Transportation is provided at the District's expense.</p> <p>If HCOE is not able to provide transportation services, it will provide written notification to the District so it can make alternate arrangements.</p>
Finalize and Distribute IEP Documents: For Initial Referrals	<p>At or following the IEP meeting, the District representative will update and finalize the IEP document, including making any necessary edits to the draft discussed during the IEP meeting. The District representative will then affirm and attest the IEP within three (3) calendar days of the IEP meeting. HCOE representatives will not have SEIS permissions to affirm and attest IEPs. The District is responsible for distributing and circulating the IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.</p>	<p>Upon request, HCOE staff shall cooperate and assist the District with its obligations to finalize and distribute IEP paperwork.</p> <p>If appropriate HCOE will take the lead on all updating and finalizing of the draft IEP.</p>
Finalize and Distribute IEP Documents: For Students currently served at HCOE program	<p>Upon request, District staff shall cooperate and assist HCOE with its obligations to finalize and distribute IEP paperwork.</p> <p>If appropriate, the District will take the lead on all updating and finalizing of the draft IEP.</p>	<p>At or following the IEP meeting, the HCOE representative will update and finalize the IEP document, including making any necessary edits to the draft discussed during the IEP meeting. The HCOE representative will then affirm and attest the IEP within three (3)</p>



		calendar days of the IEP meeting. The District representatives will not have SEIS permissions to affirm and attest IEPs. HCOE is responsible for distributing and circulating the IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.
Prior Written Notice	Upon HCOE's written notification of situations which may require Prior Written Notice (PWN) by District, including parent requests for assessments for additional services, the District will collaborate with HCOE in the drafting of a PWN. The District shall be responsible for finalizing and sending/transmitting the PWN to the student and education rights holders.	HCOE will alert the District within one (1) business day of situations which may require Prior Written Notice (PWN) by the District, including parent requests for assessments for additional services, and shall collaborate with the District in drafting a PWN in response.
Service Logs	The District is responsible for maintaining service logs of any IEP services which remain the District's responsibility.	HCOE will log related delivered services in SEIS Service Tracker or via alternative means of IEP implementation tracking by end of each month. Service logs will be available in SEIS for review by the District via service tracker or attachment.
Attendance logs	The District will be notified of any student who is chronically absent and it will be the responsibility of the district to address any student who is chronically absent in accordance with District policy and procedure.	Upon District request, HCOE will provide monthly attendance logs of all District students enrolled in HCOE Special Education Programs.
Student Suspension		HCOE will notify the District if a student has received 5 days cumulative suspension within a school year, and for each subsequent day of suspension thereafter.



Manifestation Determination	A representative of the District will attend any Manifestation Determination IEP Meeting. If any evaluations/assessments are required, such evaluations will be performed in accordance with the procedures described above.	Manifestation Determination IEP Meetings will be held in accordance with IDEA through the cooperation of the District and HCOE.
Benchmark Reporting		Fall, Winter, and Spring Benchmark report on IEP goal progress will be provided to the District within 14 days of completion by HCOE staff members.
Addressing Need for Change of Placement	If HCOE provides written notification to the District that HCOE no longer believes the placement to be appropriate, the District shall coordinate and conduct an IEP meeting within 30 days. The District will determine whether it is appropriate for HCOE to participate in the IEP meeting and send meeting invitations accordingly.	In the event HCOE is unable to implement any portion of the IEP and/or determines the student cannot receive FAPE in its program, HCOE shall provide written notice to the District.  HCOE will be available to participate in the IEP meeting convened by the District.
Return to District Planning	The District inform HCOE immediately upon making the determination to consider a change of educational placement for any student enrolled in HCOE school programs.	The District will determine whether it is appropriate for HCOE to participate in the IEP meeting and send meeting invitations accordingly.
Home/ Hospital Instruction and Independent Study	Any student determined by the District IEP team to require Home/Hospital Instruction or Independent Study will be withdrawn by the District from the HCOE special education program.  Home/Hospital or Independent Study services will be delivered by the District.  The District understands and agrees that HCOE cannot guarantee	



future availability or hold any enrollment spaces for a student who has been disenrolled from the HCOE special education program.

**Fiscal Responsibility**

In accordance with the fiscal agreement set forth elsewhere in this Agreement, the District shall reimburse HCOE for the direct and actual costs of all services provided for the student by HCOE in accordance with the annual estimates provided by the internal HCOE business department.

HCOE shall bill the District for the direct and actual costs of all services provided for the student by HCOE. Invoices are issued through the HCOE Business office.

**Billing**

The District is responsible for all costs associated with student's placement.

HCOE will initiate billing based on annual estimates shared by the internal HCOE Business department and provided to District upon request. HCOE will bill quarterly and will process via journal transfer or invoice. Estimates are based on student counts and are subject to change.

**Change of District Fiscal Responsibility**

In the event of a change in the district of responsibility due to a change in the student's residence (actual notice received from the student or the District or constructive notice), the following process shall apply:

In the event of a change in the district of responsibility due to a change in the student's residence, HCOE shall comply with the process and procedure described herein.

- The notified party will immediately communicate with all other relevant parties, including but not limited to the District, HCOE, and the receiving district if the new address is within Humboldt County;
- The fiscal responsibility for the actual cost of all





services provided for the student by HCOE shall remain with the District until HCOE is notified in writing by the receiving district that it has assumed fiscal responsibility for the student and will be executing an Agreement for the student within fifteen (15) days;

- If the receiving district verifies that it is the student's district of residence, but fails to execute a Placement Agreement as discussed above, the student will remain the responsibility of the District (the District which originally placed the student in the HCOE program in accordance with this Agreement).
- If the District notifies HCOE that the student is no longer enrolled in the District (for example, not entitled to the School of Origin protections that apply to students who are identified as homeless or in the foster care system), the student will be immediately withdrawn/disenrolled from HCOE's special



	<p>education program, and transportation services will be immediately canceled;</p> <ul style="list-style-type: none"> <li>Any dispute between the</li> </ul>	
	<p>original District and the receiving district, including which district is the student's district of residence shall be resolved directly between those two parties;</p> <ul style="list-style-type: none"> <li>During the pendency of any</li> </ul>	
	<p>dispute between the original District and the receiving district, the fiscal responsibility for the actual cost of all services provided for the student by HCOE shall remain with the original District until that</p>	
	<p>dispute is resolved.</p> <ul style="list-style-type: none"> <li>After resolution, the original District may seek contribution or reimbursement solely from the receiving district;</li> <li>If the receiving district desires to disenroll the Student from HCOE's program, it shall be fully and solely responsible for obtaining parent consent to the change in placement and is responsible for any and all legal matters that arise.</li> </ul>	



Enrollment projection and communication	The District agrees to participate in ongoing communication with HCOE related to enrollment projections for the subsequent school year via meeting or written communication.	HCOE agrees to initiate communication and schedule meetings with the District prior to January 30 to discuss enrollment projections for the following year.
Legal Disputes: Financial Responsibility	It shall be the financial and legal responsibility of the District to handle any and all legal disputes and claims, including but not limited to, responding to IEE requests, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student's educational program pursuant to this Agreement.	
Legal Disputes: Party of Interest	If HCOE is named as a party to a legal dispute based on services provided pursuant to this Agreement, the District will intervene as the real party in interest and will endeavor to have HCOE dismissed as a party with prejudice.	If a legal dispute arises regarding a student's educational program or HCOE's assessment(s), HCOE will fully cooperate with the District, including making employees and documents available for testimony and documentary evidence.
No Other Obligations	Any legal obligations owed to students placed in special education classrooms operated by HCOE that are not expressly set forth in this document are the responsibility of the District.	
Appendix:  Glen Paul Referral form <a href="https://www.google.com/url?q=https://docs.google.com/document/d/1yTBvhDfj3KBM9ogh2LRX-eJrAbPVkdIIIVFKLTTNdUk/edit?usp%3Dsharing&amp;sa=D&amp;source=docs&amp;ust=1714502493097544&amp;usg=AOvVaw0aQjrZjqJ5yqF9TvdK9aJl">https://www.google.com/url?q=https://docs.google.com/document/d/1yTBvhDfj3KBM9ogh2LRX-eJrAbPVkdIIIVFKLTTNdUk/edit?usp%3Dsharing&amp;sa=D&amp;source=docs&amp;ust=1714502493097544&amp;usg=AOvVaw0aQjrZjqJ5yqF9TvdK9aJl</a>		

SB Referral form





