MEMORANDUM OF UNDERSTANDING

Between
San Leandro Unified School District and Hayward Unified School District

Highland/Point Quest School
2017-2018

This Memorandum of Understanding (MOU) is made and entered into on December 22, 2017. This MOU shall be in effect for the 2017-2018 school year inclusive of 2018 extended school year.

The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by Hayward School District (HUSD) when an appropriate program is not available in the pupil's district of residence. It is agreed that when a student is placed in a special education program in HUSD through the IEP process, then the San Leandro Unified School District (which is referred to herein as the District of Residence (DOR)), retains all financial and legal responsibilities under the Individuals with Disabilities Education Act (IDEA) and related federal and California laws. As the student's district of residence and responsible LEA, the DOR remains the proper party to 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 MOU.

HUSD's responsibility is limited to implementing the educational program provided for in the student's IEP and cooperating with the DOR. Thus, HUSD shall only be considered a service provider, and not the responsible LEA. Placements under this MOU shall not be deemed an inter-district transfer, as the student is considered to be a resident of the DOR.

SPECIAL EDUCATION RESPONSIBILITIES

District of Residence (DOR, San Leandro Unified School District):

Prior to Initial Placement:

1. Document the need for service to be provided outside the DOR.
2. Determine the availability and appropriateness of programs in HUSD by contacting the HUSD special education administrator.
3. Coordinate observations and IEP meetings with HUSD.
4. If Highland/Point Quest transportation is not appropriate for student, arrange for transportation to attend HUSD program.

Subsequent to Placement:

5. Attend all IEP meetings, assess (or agree to HUSD assessment) the student and make all educational decisions as required by law (e.g. offering a free appropriate public education (FAPE).
6. Ensure that HUSD is implementing the student's educational program consistent with the IEP.
7. It shall be the legal and financial responsibility of the DOR to handle any and all disputes and claims, including but not limited to, 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 MOU.

HAYWARD (HUSD):

Prior to Initial Placement:

1. Observe, if possible, student to ensure appropriateness of placement.
2. Confirm placement by entering into an MOU outlining responsibilities of the parties.

Subsequent to Placement:

3. Provide all services identified in the student's IEP. In the event HUSD is unable to implement any or all portions of the student's IEP and/or it believes that the student cannot be provided a FAPE in its program, HUSD shall immediately notify the DOR in writing. Thus, it is the responsibility of the DOR to take any and all necessary action to ensure the student's IEP is properly implemented and he/she receives a FAPE.
4. Provide progress reports on at least a trimester basis to the DOR.
5. Attend all IEP meetings in cooperation with DOR personnel. However, the DOR, not HUSD, is responsible for facilitating the IEP team meetings and making educational decisions as required by law.
6. Help complete all necessary documents in cooperation with the DOR.
7. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
8. Contact the DOR and offer to complete the necessary assessments prior to DOR conducting assessments.
9. If a legal dispute arises regarding a student's educational program and/or HUSD assessment, HUSD will fully cooperate with the DOR, including but not limited to making its employees and documents available.
10. HUSD shall indemnify and hold the DOR harmless from any adjudicated liability related to the HUSD's negligent, reckless, unlawful or intentional acts arising out of its obligations under this MOU. In the even that an administrative body or court of law determines that the claim of a student arises out of the negligent, reckless, unlawful or intentional acts of HUSD, HUSD will be obligated to provide contribution to the DOR in accordance with its proportionate share of liability. The amount of the contribution shall be determined by informal resolution between the superintendents or designees, going before the County Superintendent of Schools or arbitration and identifying who will incur the cost of this process.

FISCAL RESPONSIBILITIES

When the DOR determines through the IEP process that a student shall be served outside the DOR in an HUSD placement in accordance with this MOU, the following shall occur:

1. The HUSD and DOR shall verify and approve each student's placement.
2. HUSD will claim the student on its CASEMIS report and shall charge the DOR $48,767 per student. This includes transportation to and from school. If DOR is transporting, cost shall be deducted from total.
3. This cost includes Extended School Year 2018.
4. This cost includes counseling services, parent contact including parent counseling as written in the IEP.
5. This cost includes breakfast, lunch and all educational supplies provided to all students.

MEMORANDUM OF APPROVAL

This MOU entered into on this 23rd day of January, 2018 by and between the undersigned parties

Sheila Adams
Special Education, HUSD

Colleen G. Palia
Special Education, San Leandro