Special Education Services
24411 Amador Street, Hayward, CA 94544 T 510.784.2611

Memo of Understanding

Date: September 6, 2019

From: Sheila Adams, Director of Special Education Services

Re: Highland Placements for San Leandro Students

This Memorandum of Understanding (MOU) is made and entered into on July 31st, 2019. This MOU shall be in effect for the 2019-2020 school year inclusive of 2020 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 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 :

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 event 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

The following students have been accepted into our Counseling Enriched program at Highland Academy. Continued enrollment in the program is contingent on the following:

1. Your district board approval for the placement fee of $48,767.00 per student for the 19/20 SY and $55,000 per student for the 20/21 SY. The increase in rate is based upon the increase contracted price with our Non-Public Agency, in addition to our increase of teacher/staff salaries.
2. The start date for the 2019/2020 school year is August 26, 2019
3. The placement is good until the end of this school year June 11, 2020
4. The placement fee includes counseling services, and Triennial reassessment.
5. If the student qualifies for Extended School Year (ESY) the placement fee of $2500, for the 2020-2021 school year shall apply.
6. If the student requires any additional DIS support, there will be an additional charge based on the SELPA rate for services. This will be an IEP team decision.
7. Transportation will be an additional $1000 if District of residence is not providing their own transportation.
8. If the student requires a 1:1 paraprofessional, the district of residence will pay the entire cost for this service.

MEMORANDUM OF APPROVAL

This MOU entered into on this September 10, 2019, by and between the undersigned parties
If you have any questions, please feel free to contact me.

Sheila Adams
Director, Special Education Hayward
District of Service

Director of Special Education San Leandro
District of Residence School