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# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Lucia Moritz, Network Superintendent, High Schools

**Board Meeting Date** September 25, 2019

**Subject** Memorandum of Understanding  
Contractor: San Francisco Unified School District  
Services For: Student with Special Education Services

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**Action Requested  
and  
Recommendation**

Approval by the Board of Education of Memorandum of Understanding between the District and San Francisco Unified School District (SFUSD), San Francisco, CA, for the latter to provide special education placement and related services for a young man with multiple disabilities who resides in Oakland. This MOU would cover the entirety of the 2019-20 school year (for the period of August, 2019 through May, 2020) in an amount not to exceed **\$104,190.00**.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

This MOU provides placement for a student who is an Oakland resident who has very specific and complex needs associated with his disabilities. At this time, the District does not have a Special Education program within his grade range appropriate to implement his services and provide him with a FAPE. SFUSD will provide a dedicated behavioral aide, an American Sign Language interpreter, Specialized Academic Instruction, and Speech-Language services in accordance with the student's IEP. This MOU keeps the student in the LRE of a public school where he has access to typically-developing peers and extracurricular/nonacademic activities, whereas the only option for placement outside of this MOU would be placement in a nonpublic day program. We have selected SFUSD because they served the student last year and know his strengths, needs and interests well. Moreover, they have the specialized staff in place and ready to implement his IEP. Finally, they offer an option closer to home than some of the specialized nonpublic day school options or state low-incidence schooling.



<b>Competitively Bid</b>	Was this contract competitively bid? No. If no, exception: SFUSD has the unique program required to support this student per his assessed needs and services.
<b>Fiscal Impact</b>	Funding resource(s): Special Education
<b>Attachments</b>	<ul style="list-style-type: none"><li>● Memorandum of Understanding</li></ul>

## MEMORANDUM OF UNDERSTANDING

BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND OAKLAND UNIFIED SCHOOL DISTRICT  
RE: [REDACTED]

This Memorandum of Understanding (MOU) is made and entered into as of 6/5/19 between the San Francisco Unified School District and the Oakland Unified School District. This MOU shall be in effect from August 19, 2019 until June 30, 2020 or until revised by mutual and written consent of all parties.

The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by San Francisco School District (SFUSD) 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 SFUSD through the IEP process, then the Oakland 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.

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

### **SPECIAL EDUCATION RESPONSIBILITIES**

#### **DISTRICT OF RESIDENCE (DOR)**

##### **Prior to Initial Placement:**

1. Conduct all necessary assessments to determine student needs. Assessment reports shall not be more than 2.5 years old at the time of placement.
2. Convene an IEP meeting to identify potential LEA/SELPA programs.
3. Document the need for services to be provided outside the DOR.
4. Determine the availability and appropriateness of programs in SFUSD by contacting the SFUSD special education administrator.
5. Coordinate observations and IEP meetings with SFUSD.
6. Arrange for and provide/fund transportation for the student to attend SFUSD program.

##### **Subsequent to Placement:**

7. Attend all IEP meetings, assess the student and make all educational decisions as required by law (e.g. offering a free appropriate public education (FAPE)). Participate in transition planning for possible return to the DOR.

8. In accordance with the fiscal agreements in this MOU, the DOR shall reimburse SFUSD for all services for the student.
9. Ensure that SFUSD is implementing the student's educational program consistent with his/her IEP.
10. It shall be the financial and legal responsibility of the DOR to handle any and all legal 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.
11. If SFUSD is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, SFUSD as a party.
12. The DOR shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of SFUSD, 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 SFUSD, 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 SFUSD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

#### **SAN FRANCISCO CITY SCHOOL DISTRICT (SFUSD):**

##### **Prior to Initial Placement:**

1. Confirm placement by entering into an MOU outlining responsibilities of the parties.

##### **Subsequent to Placement:**

2. Provide all services identified in the student's IEP. In the event SFUSD 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, SFUSD 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.
3. Provide progress reports on at least a trimester basis to the DOR.
4. Attend all IEP meetings in cooperation with the DOR personnel. However, the DOR, not SFUSD, is responsible for facilitating the IEP team meetings and making educational decisions as required by law.
5. Help complete all necessary IEP documents in cooperation with the DOR.
6. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
7. Contact the DOR and offer to complete the necessary assessments prior to the DOR conducting new assessments.
8. Initiate billing to DOR. (see Fiscal Responsibilities for detailed instructions).
9. If a legal dispute arises regarding a student's educational program and/or SFUSD assessment, SFUSD will fully cooperate with the DOR, including but not limited to making its employees and documents available.
10. SFUSD shall indemnify and hold the DOR harmless from any adjudicated liability related to the

SFUSD'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 SFUSD, SFUSD 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 SFUSD placement in accordance with this MOU, the following shall occur:

1. The SFUSD and DOR shall verify and approve each student's placement. SFUSD must submit an invoice for payment, as appropriate based on student's actual date of enrollment. The DOR will claim the student on its CASEMIS report.
2. The DOR, shall sign the MOU verifying fiscal obligations, student placement and related services in a timely manner.

3. The costs for placement and services are listed below.

In accordance with the MOU, the DOR agrees to transfer funds for the cost of the listed services to the San Francisco Unified School District upon receipt of an appropriate invoice. The projected cost of these services is:

Services	# of Services	Cost/Hr	COLA	Total
Special Ed Services Base Rate, August 20, 2019 through June 1, 2020 (teacher)				
180 days		\$275/day	\$0.00	\$49,500.00
ISS (1:1 para) 5.5 hrs a day			\$0.00	\$42,000.00
Related Services-Speech Therapy (90 min a week)		\$85/hr	\$0.00	\$4,590.00
ASL Interpreter (150 min a week)		\$90/hr	\$0.00	\$8,100.00
<b>TOTAL:</b>				<b>\$104,190</b>

### MEMORANDUM OF APPROVAL

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

*Aimee Eng*

*Kyla Johnson-Trammell*

Aimee Eng  
President, Board of Education

Kyla Johnson-Trammell  
Secretary, Board of Education

*Sondra Aquilera*

Sondra Aquilera  
Senior Deputy Chief

*for Kyla Johnson-Trammell*  
Chief of Special Education  
San Francisco Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: *Andrea Epps*  
Andrea Epps, Attorney-at Law 8.28.19

If after the student is enrolled, and an additional aide, specialized equipment, or other significant additional services are required for this student, upon mutual agreement of the sending and receiving LEAs, the sending LEA will provide additional funding for the cost of these services.