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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer  
Jennifer Blake, Executive Director, Special Education

**Meeting Date** February 9, 2022

**Subject** Memorandum of Understanding – Albany Unified School District – Special Education Department

**Ask of the Board** Approval by the Board of Education of a Memorandum of Understanding (MOU) by and between the District and the Albany Unified School District (AUSD), Albany, CA, for the latter to work in coordination with OUSD to ensure that, when necessary, students have access to special education programs operated by OUSD when an appropriate program is not available in the pupil’s District of Residence (DOR). OUSD will implement the educational program provided for in the student’s IEP and cooperating with the DOR, for the period of January 3, 2022 through January 3, 2023, in an amount not to exceed \$29,085.00.

**Background** The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by Oakland Unified School District (OUSD) 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 OUSD through the IEP process, then the Albany 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.

**Fiscal Impact** OUSD to submit an invoice for payment, as appropriate based on the student’s actual date of enrollment, for an amount not to exceed \$29,085.00.

**Attachment(s)** • Memorandum of Understanding

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**ALBANY UNIFIED SCHOOL DISTRICT AND OAKLAND UNIFIED SCHOOL DISTRICT**

**RE: Akili Albert (DOB 4/20/17)**

This Memorandum of Understanding (MOU) is made and entered into as of 1/3/22 between Albany Unified School District and the Oakland Unified School District. This MOU shall be in effect until January 3rd, 2023 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 Oakland Unified School District (OUSD) 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 OUSD through the IEP process, then the Albany 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.

OUSD's responsibility is limited to implementing the educational program provided for in the student's IEP and cooperating with the DOR. Thus, OUSD 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 OUSD by contacting the OUSD special education administrator.
5. Coordinate observations and IEP meetings with OUSD.
6. Arrange for and provide/fund transportation for the student to attend OUSD 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 OUSD for all services for the student.
9. Ensure that OUSD 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 OUSD is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, OUSD as a party.
12. The DOR shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of OUSD, 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 OUSD, 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 OUSD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

#### **OAKLAND UNIFIED SCHOOL DISTRICT (OUSD):**

##### **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 OUSD 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, OUSD 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 OUSD, 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 OUSD assessment, OUSD will fully cooperate with the DOR, including but not limited to making its employees and documents available.
10. OUSD shall indemnify and hold the DOR harmless from any adjudicated liability related to the

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

1. The OUSD and DOR shall verify and approve each student's placement. OUSD must submit an invoice for payment, as appropriate based on the 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.

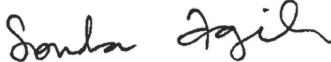
3. The projected costs for placement and services are listed below.

**In accordance with the MOU, the DOR agrees to transfer funds for the cost of the listed services to the Oakland 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, January 3rd, 2020 through January 3rd, 2023 (teacher, paras in PreK ESN classroom, 2.5 hours daily, 180 days + ESY)		\$15000/year	\$0.00	\$15000
Related Services-Speech Therapy (30 min/weekly, individual)		\$105/hr	\$0.00	\$2100
Related Services - Speech Therapy (30 min/weekly, group)		\$85/hour	\$0.00	\$1700
Related Services-Occupational Therapy (1 hour/weekly, individual)		\$105/hr	\$0.00	\$4200
Related Services-Physical Therapy (30 minutes/weekly, individual)		\$105/hr	\$0.00	\$2100
Related Services-Specialized Vision Services (1 hour/weekly, individual)		\$85/hr	\$0.00	\$3400
Related Services-Nursing (LVN consultation 1 hour/month)		\$65/hr	\$0.00	\$585
<b>TOTAL:</b>				<b>\$29,085</b>


**MEMORANDUM OF APPROVAL**


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

**Sondra Aguilera**  
 Chief Academic Officer  
 Oakland Unified School District  
 1/11/2022

**Brian Biggs**  
 Chief of Special Education  
 Albany Unified School District  
 1/6/21

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.

  
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 Gary Yee, President, BOE

  
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 Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Approved as to form by  
 OUSD Staff Attorney Sterling Elmore on 01/04/2022.

