

Board Office Use: Legislative File Info.	
File ID Number	23-2013
Introduction Date	9/27/23
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Jennifer Blake, Executive Director, Special Education Department
David Cammarata, Director Special Education Related Service Supports

Meeting Date September 27, 2023

Subject Memorandum of Understanding – Leadership Public Schools – Special Education Local Plan Area (SELPA) – Young Adult Program - Special Education Department

Ask of the Board Ratification by the Board of Education of Memorandum of Understanding (MOU) by and between the District and Leadership Public Schools (LPS), Oakland, CA and District, for the latter to provide special education placement and/or services for a student enrolled in LPS, for the period of August 7, 2023 through July 30, 2024, with LPS paying District \$41,657.00 for said placement.

Background Leadership Public Schools (LPS) has a student with disabilities that cannot be served in their continuum of services. They are requesting placement and providing funding for the student to be in one of our district’s special education classes, which will meet their unique needs.

Discussion The Special Education Department discussed the potential impacts and benefits of granting the placement request. The team determined that space in the program was not at issue as enrollment in this specific class is low, but not low enough to warrant closing the program. The team also considered the fiscal impact, but as LPS is funding the entire cost of the placement there is no negative fiscal impact.

Fiscal Impact As stated above, PUSD is funding the entire cost of the placement. There is no negative fiscal impact to OUSD.

Attachment(s)

- Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

**Between
OAKLAND UNIFIED SCHOOL DISTRICT AND LEADERSHIP PUBLIC SCHOOLS (LPS)
REGARDING**

Placement into the Young Adult Program (YAP)

This Memorandum of Understanding (MOU) is made and entered into as of 8/7/23 between the Oakland Unified School District and Leadership Public Schools (Parties). This MOU shall be in effect until 6/30/24.

██████████ (Student) is deemed to reside within the boundaries of Leadership Public Schools (LPS), making LPS the District of Residence (DOR). ██████████ Individualized Education Program (IEP) team has determined that the special education program that is appropriate for ██████████ does not exist within LPS but does exist within OUSD. Accordingly, the purpose of this MOU is to allow ██████████ access to OUSD's special education program. The Parties agree that LPS retains all financial and legal responsibilities under the Individuals with Disabilities Education Act (IDEA) and related federal and California laws. As ██████████ DOR and responsible LEA, LPS remains the proper party to defend any and all legal disputes, claims, complaints, due process proceedings and/or civil litigation related to ██████████ 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 inter-district transfer, as the student is considered to be a resident of the DOR. If, at any time during the term of this MOU, ██████████ relocates outside of the jurisdictional boundaries of LPS or otherwise disenrolls from LPS, this MOU shall terminate.

The Parties agree to keep the terms of this MOU strictly confidential except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this MOU.

SPECIAL EDUCATION RESPONSIBILITIES

DISTRICT OF RESIDENCE (DOR-LEADERSHIP PUBLIC SCHOOLS):

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. Enter into an MOU with OUSD outlining responsibilities of the parties.
6. Coordinate observations and IEP meetings with OUSD.
7. Arrange for and provide/fund transportation for the student to attend the OUSD program.

Subsequent to Placement:

8. 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.
9. In accordance with the fiscal agreements in this MOU, the DOR shall reimburse OUSD for all services for the student.
10. Ensure that OUSD is implementing the student's educational program consistent with his/her IEP.
11. 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.
12. If OUSD is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, OUSD as a party.
13. 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. Enter into an MOU with the DOR 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 an 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.
11. OUSD will notify the DOR should Student be absent for (5) or more consecutive days.

FISCAL RESPONSIBILITIES

1. The OUSD and DOR shall verify and approve [redacted] placement. OUSD must submit an invoice for payment, as appropriate based [redacted] placement beginning August 7, 2023, or 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 identified on the IEP are listed below.


Base Cost/Student	\$29,400
Admin Cost	\$2,000
Language/Speech Services (60min/wk@\$115/hr)	\$4,370
Counseling Services (90min/month@\$140/hr)	\$2,100
Subtotal	\$37,870

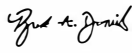
ESY 2024	\$3,787
Total Cost of Placement and Services	\$41,657

If after [redacted] is enrolled, her IEP team determines that any additional services are required, LPS will provide additional funding for the cost of these services.

MEMORANDUM OF APPROVAL


This MOU entered into this 7th day of August 2023 (or date of actual execution) by and between the undersigned parties.


Jennifer Blake (Aug 23, 2023 18:48 PDT)
Jennifer Blake
Executive Director of Special Education
Oakland Unified School District


Brent Daniels
Superintendent
LPS

Approved as to form:





Approved as to form:


Roxanne De La Rocha, OUSD Attorney
June 5, 2023

LPS Attorney

Title	MOU_YAP 2_OUSD
File name	[REDACTED]
Document ID	[REDACTED]
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	08 / 22 / 2023 14:39:13 UTC-7	Sent for signature to brent (bdaniels@leadps.org) from mbusby@leadps.org IP: 12.239.245.90
 VIEWED	08 / 23 / 2023 04:49:40 UTC-7	Viewed by brent (bdaniels@leadps.org) IP: 24.6.2.126
 SIGNED	08 / 23 / 2023 04:52:14 UTC-7	Signed by brent (bdaniels@leadps.org) IP: 24.6.2.126
 COMPLETED	08 / 23 / 2023 04:52:14 UTC-7	The document has been completed.