

MEMORANDUM OF UNDERSTANDING

**Between
Menlo Park City School District (District of Attendance-DOA) and
Ravenswood City School District (District of Residence-DOR)**

The purpose of the MOU is to ensure that, when necessary, students have access to special education programs operated by the other school district when an appropriate program is not available in the pupil's District of Residence (DOR). It is agreed that when a student is placed in a special education program in the District of Attendance (DOA) through the IEP process, then the 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 DOR 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.

For the purposes of this MOU, the following definitions apply:

District of Residence (DOR): The District in which the student resides, and the District which is seeking access to the other District's special education program.

District of Attendance (DOA): The District which agrees to serve the student who is a resident of the other District.

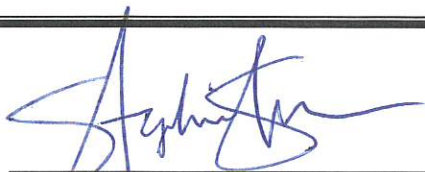
The DOA's responsibility is limited to implementing the educational program provided for in the student's IEP and cooperating with the DOR. Thus, the DOA shall only be considered a service provider, and not the responsible LEA. Placements under this MOU shall not be deemed an interdistrict transfer,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

1. **Services to be performed by Each School District.** In consideration of the payments hereinafter set forth, Each School District shall comply with the terms, conditions, and specifications set forth herein, in **Exhibit A**, and attached hereto.
2. **Contract Term.** This Memorandum of Understanding (MOU) is made and entered into as of August 19, 2021 between the Menlo Park City School District (DOA) and the Ravenswood City School District (DOR). This MOU shall be in effect until June 30, 2022 or until revised by mutual and written consent of all parties.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the DOR shall make payment as specified in the manner specified herein and in Exhibit B. In the event that the DOR makes any advance payments, DOA agrees to refund any amounts in excess of the amount owed by the DOR at the time of contract termination.
4. **Hold Harmless.** Each District agrees to indemnify and defend the other District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of each District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from either District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
5. **Confidentiality.** All data produced or compiled by either District in performance of this Agreement shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of each District. Each District shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as each District requires of its own personnel. The requirements of this Section shall survive termination of this Agreement.

6. **Non-Assignability.** Either District shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the other District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
7. **Termination of Agreement.** Each District's Superintendent or Executive Director/Director of Student Services/Special Education may, at any time after execution of Agreement, and without cause, terminate this Agreement, in whole or in part, by giving written notice specifying the effective date of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, DOA shall be paid for all work satisfactorily performed through the date of termination except where the DOR determines the quality or quantity of the work performed is unacceptable. The DOR may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to DOA as soon as is reasonably possible after DOR learns of said unavailability of funding.
8. **Retention of Records.** Each District shall maintain all records related to this Agreement for no fewer than three years after the DOR makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
9. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by each District's Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between each District.
10. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

APPROVAL OF MEMORANDUM

This MOU entered into by and between the undersigned parties.



[SIGNED]

Dr. Stephanie Sheridan, Exec Dir Student Services
Menlo Park City School District, DOA

7/14/21

[DATE]

[SIGNED]

_____, Superintendent/Designee
Ravenswood City School District, DOR

[DATE]

EXHIBIT A

SPECIAL EDUCATION RESPONSIBILITIES

DISTRICT OF RESIDENCE (DOR): RAVENSWOOD CITY SCHOOL DISTRICT

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 the DOA by contacting the DOA special education administrator. DOR may not make an IEP offer in a DOA program without first obtaining the consent of the DOA.
5. Coordinate observations and IEP meetings with DOA.
6. Arrange for and provide/fund transportation for the student to attend DOA program.
7. Arrange for and provide all necessary low incidence materials and equipment consistent with the student's IEP upon placement.
8. Sign an MOU Placement Form outlining costs of the program.

Subsequent to Placement:

1. Attend all IEP meetings, assess the student and make all educational decisions as required by law (e.g. offering a free appropriate public education). Participate in transition planning for possible return to the DOR.
2. In accordance with the fiscal agreements in this MOU, the DOR shall reimburse the DOA for all services for the student.
3. Ensure that the DOA is implementing the student's educational program consistent with his/her IEP.
4. Unless otherwise agreed, DOR shall provide transportation services if required by student's IEP
5. Unless otherwise agreed, DOR will conduct all required/agreed upon assessments of the student. Should the student request an independent educational evaluation (IEE), the DOR will be responsible for processing the IEE request, including initiating litigation, if required, unless otherwise agreed.
6. 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.
7. If the DOA is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, DOA as a party.
8. The DOR shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of the DOA, 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 the DOA, 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 the DOA, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

DISTRICT OF ATTENDANCE: MENLO PARK CITY SCHOOL DISTRICT

Prior to Initial Placement:

1. Consult with the DOR about the availability and appropriateness of a DOA program.
2. Sign an MOU Placement Form outlining costs of the program.

Subsequent to Placement:

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

EXHIBIT B

FISCAL RESPONSIBILITIES

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

1. The DOR and the DOA shall verify and approve each student's placement.
2. The DOR and the DOA shall sign the MOU Placement Form verifying fiscal obligations, student placement and related services in a timely manner.
3. The DOA must submit an invoice for payment, as appropriate based on student's placement beginning in the DOA or actual date of enrollment. The DOA will claim the student on its CALPADS report.
4. The costs for placement and services identified on the IEP are listed on Attachment A.

EXHIBIT C

DISCIPLINE, SUSPENSION, EXPULSION, AND TRUANCY

1. The DOA shall notify the DOR if the student moves or is suspended for a total of five days in one school year.

2. The DOA will notify the DOR if the student is absent for a total of ten days during a three month period of time. The DOA supported by the DOR will be responsible for pursuing issues of truancy.
3. The DOA, supported by the DOR, will be responsible for all daily discipline actions and suspensions. With regard to expulsions, if the DOA recommends expulsion, the DOR will conduct the expulsion proceedings, with the full support of the DOA including witness/evidence for required proceedings. Consistent communications between parties will be essential.

School Year: 2021-22

District of Attendance (DOA): Menlo Park City School District

Parent/Guardian Name
Last *First*

Related Services Needed Intensive Individual Services (SCIA), DHH

In accordance with the MOU, the DOR agrees to transfer funds for the cost of the listed services to the DOA upon receipt of an appropriate invoice at the designated count dates. The *projected* cost of these services per billing period is:

Services	2020-21 Projected Cost	Total
Inclusion Program with SAI, SCIA, and DHH for 2021-22 School Year and 2022 Extended School Year/Summer School	\$67,869.00	\$67,869.00
(Enter cost of services for a single period only.) TOTAL COST THIS PERIOD:		\$67,869.00

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 DOR and receiving LEAs, the DOR will provide additional funding for the cost of these services.

Menlo Park City School District
Dr. Stephane Sheridan, Exec Dir Student Services

*Ravenswood City School District
Superintendent/Designee*

**SAN MATEO COUNTY SELPA
Offer of FAPE - SERVICE**

Student Name: [REDACTED]

Birthdate: [REDACTED]

IEP Date: 5/4/2021

The service options that were considered by the IEP team (List all): The following options were considered:

General Education

General Education with Inclusion support services

General Education with Speech & Language and DHOH support (special education services and supports)

General Education with Speech & Language, DHOH support, and SAI (Specialized Academic Instruction)

The IEP team considers the least restrictive environment for [REDACTED] to be the general education classroom with special education services and supports, as well as SAI for writing and math (non-preferred task) behavior and inclusion support services.

Translation:

Se consideraron las siguientes opciones:

Educación general

Servicios de apoyo a la educación general con inclusión

Educación general con apoyo del habla y el lenguaje y DHOH (servicios y apoyos de educación especial)

Educación general con habla y lenguaje, apoyo de DHOH y SAI (instrucción académica especializada)

El equipo del IEP considera que el entorno menos restrictivo para Jairo es el aula de educación general con servicios y apoyos de educación especial, así como SAI para los servicios de apoyo de inclusión y comportamiento de escritura y matemáticas (tareas no preferidas).

In selecting LRE, describe the consideration given to any potential harmful effect on the child or on the quality of services that he or she needs: The following potentially harmful effects of this placement were considered and discussed by the IEP team:

Reduced access to the instruction in the General Education setting during specialized academic instruction in the resource room.

Laurel is not a neighborhood school, which could be a harmful effect of not being with neighborhood children, but the benefits of the program supersede those harmful effects.

All placement decisions are made with potential harmful effects in mind. The team does not anticipate any harmful effects from the services chosen. The IEP team believes that the benefits of the service(s) will outweigh any unforeseen harmful effects.

Translation:

Los siguientes efectos potencialmente dañinos de esta ubicación fueron considerados y discutidos por el equipo del IEP:

Acceso reducido a la instrucción en el entorno de educación general durante la instrucción académica especializada en el salón de recursos.

Laurel no es una escuela del vecindario, lo que podría ser un efecto dañino de no estar con los niños del vecindario, pero los beneficios del programa reemplazan esos efectos dañinos.

Todas las decisiones de ubicación se toman teniendo en cuenta los posibles efectos dañinos. El equipo no anticipa ningún efecto perjudicial de los servicios elegidos. El equipo del IEP cree que los beneficios de los servicios superarán cualquier efecto dañino imprevisto.

SUPPLEMENTARY AIDS & SERVICES AND OTHER SUPPORTS FOR SCHOOL PERSONNEL, OR FOR STUDENT, OR ON BEHALF OF THE STUDENT

☐ The IEP team discussed and determined program accommodations are not needed in general education classes or other education-related settings.

☒ The IEP team discussed and determined the following program accommodations are needed in general education classes or other education-related settings.

Program Accommodations	Start Date	End Date	Location
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<p>-Strategic seating-face speaker or with his right ear towards the speaker-seat away from noise with visual access to the board</p> <p>-Minimize background noise- e.g. close doors and windows, no music during instruction etc.</p> <p>-Face the student while speaking, avoid speaking while walking or turning around</p> <p>-Repeat and/or summarize peer input and questions</p> <p>-Use of Soundfield system during large group instruction</p> <p>-Seating with focused and helpful students (minimize distractions)</p> <p>-Cues to listen and for changes in topic</p> <p>-Prompt for attention</p> <p>-Closed captioning during media presentations</p> <p>-Behavior system with incentives/breaks,</p> <p>-Simplified instructions</p> <p>-Breakdown language into parts and check for comprehension</p> <p>-Tasks broken down into steps</p> <p>-Adjust quantity of work for less-preferred tasks</p> <p>-Slant board, access to dictation if experiencing writing fatigue, frequent verbal reinforcement, visual supports</p> <p>-Front loading behavioral expectations</p> <p>-Access to a visual schedule (classroom and/or personal)</p> <p>-Separate setting for assessments</p> <p>Translation:</p> <p>-Altavoz de cara al asiento estratégico o con la oreja derecha hacia el asiento del altavoz lejos del ruido con acceso visual a la pizarra</p> <p>-Minimizar el ruido de fondo, p. Ej. cierre puertas y ventanas, no escuche música durante la instrucción, etc.</p> <p>-Mire al estudiante mientras habla, evite hablar mientras camina o se da la vuelta</p> <p>-Repetir y / o resumir las opiniones y preguntas de los compañeros</p> <p>-Uso del sistema Soundfield durante la instrucción en grupos grandes</p> <p>-Sentarse con estudiantes concentrados y serviciales (minimizar las distracciones)</p> <p>-Señales para escuchar y cambios de tema.</p> <p>-Aprender a llamar la atención</p> <p>-Título cerrado durante presentaciones de medios</p> <p>-Sistema de comportamiento con incentivos / descansos,</p> <p>-Instrucciones simplificadas</p> <p>-Dividir el lenguaje en partes y verificar su comprensión</p> <p>-Tareas desglosadas en pasos</p> <p>-Ajustar la cantidad de trabajo para tareas menos preferidas</p> <p>-Pizarra, acceso al dictado si experimenta fatiga al escribir, refuerzos verbales frecuentes, apoyos visuales</p> <p>-Expectativas de comportamiento de carga frontal</p> <p>-Acceso a un horario visual (presencial y / o personal)</p> <p>-Ambiente separado para evaluaciones</p>	5/3/2021	5/2/2022	Laurel School
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☒ The IEP team discussed and determined program modifications are not needed in general education classes or other education-related settings.

☐ The IEP team discussed and determined the following program modifications are needed in general education classes or other

education-related settings.

Program Modifications	Start Date	End Date	Frequency	Duration	Location
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- ☐ The IEP team discussed and determined other supports for school personnel, or for student, or on behalf of the student are not needed.
- ☒ The IEP team discussed and determined the following other supports for school personnel, or for student, or on behalf of the student are needed.

Other Supports for School Personnel, or for Student, or on Behalf of Student	To Support	Start Date	End Date	Frequency	Duration	Location
Consultation to staff by the Deaf and Hard of Hearing Specialist regarding [REDACTED] hearing loss, accommodations and strategies to improve auditory access in the classroom and time to check in with [REDACTED] Consulta al personal por parte del especialista en sordos y problemas de audición con respecto a la pérdida auditiva de [REDACTED] adaptaciones y estrategias para mejorar el acceso auditivo en el aula y tiempo para comunicarse con [REDACTED]	<input checked="" type="checkbox"/> Student <input checked="" type="checkbox"/> Personnel	5/3/2021	5/2/2022	Minimum of 120 minutes, as needed	one year	classroom
Consultation between Inclusion Specialist and School Staff / Classroom Teacher	<input checked="" type="checkbox"/> Student <input checked="" type="checkbox"/> Personnel	5/4/2021	5/3/2022	Monthly	60 minutes	General Education Setting

SPECIAL EDUCATION and RELATED SERVICES

Service: <u>Specialized Academic Instruction</u>	Start Date: <u>5/4/2021</u>	End Date: <u>5/3/2022</u>
Provider: <u>District of Service</u>	<input type="checkbox"/> Ind <input checked="" type="checkbox"/> Grp <input type="checkbox"/> Sec Transition	
Duration/Freq: <u>270 min served Weekly</u>	Location: <u>Regular classroom/public day school</u>	
Comments: <u>270 minutes/weekly of Specialized Academic Instruction</u> <u>(2 x 45 min writing and math 3 x 45 min weekly) math pull out writing push in, as necessary.</u> <u>Translation: 270 minutos semanales de instrucción académica especializada</u> <u>(2 x 45 minutos de escritura y matemáticas 3 x 45 minutos a la semana) extracción de matemáticas, empuje de escritura, según sea necesario.</u>		
Service: <u>Intensive Individual Services</u>	Start Date: <u>5/5/2021</u>	End Date: <u>5/3/2022</u>
Provider: <u>District of Service</u>	<input checked="" type="checkbox"/> Ind <input type="checkbox"/> Grp <input type="checkbox"/> Sec Transition	
Duration/Freq: <u>650 min served Weekly</u>	Location: <u>Regular classroom/public day school</u>	
Comments: <u>Special Circumstances Instructional Assistance to occur during academic and unstructured times of day when Jairo is on campus including: transitioning to and from recess and lunch and assisting with non-preferred academic activities.</u> <u>Circunstancias especiales Asistencia educativa durante los momentos académicos y no estructurados del día cuando Jairo está en el campus, que incluye: transición hacia y desde el recreo y el almuerzo y asistencia con actividades académicas no preferidas.</u>		

Programs and services will be provided according to where student is in attendance and consistent with the district of service calendar and scheduled services, excluding holidays, vacations, and non-instructional days unless otherwise specified.

Special Education Transportation ☐ Yes ☒ No Student will ride the general education bus with other students from EPA to attend Laurel ("Tinsley bus") with a harness/seat belt.

EXTENDED SCHOOL YEAR (ESY)

☐ Yes ☒ No

Rationale: There is not enough evidence to support a regression during extended breaks.

Programs and services will be provided according to where student is in attendance and consistent with the district of service calendar and scheduled services, excluding holidays, vacations, and non-instructional days unless otherwise specified.