

MEMORANDUM OF UNDERSTANDING

Between
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND LOS ALTOS SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is made and entered into as of Aug 22, 2018 between Mountain View Whisman School District (MVWSD) and the Los Altos School District (LASD). This MOU shall be in effect until July 12, 2019 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 LASD 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 LASD through the IEP process then the MVWSD (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.

LASD's responsibility is limited to implementing the educational program provided for in the student's IEP and cooperating with the DOR. Thus, LASD 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 LASD by contacting the LASD special education administrator. DOR may not make an IEP offer in LASD without first obtaining the consent of an LASD administrator.
5. Coordinate observations and IEP meetings with LASD.
6. Arrange for and provide/fund transportation for the student to attend LASD program.

Subsequent to Placement:

7. Attend all IEP meetings, determine who 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 and Santa Clara County SELPA, the DOR shall reimburse LASD for all services for the student.
9. Provide all necessary low incidence materials and equipment consistent with the student's IEP.
10. Ensure that LASD 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, as well as any major property damage caused by student.

12. If LASD is named as a party to a legal dispute, the DOR will cooperate in dismissing, with prejudice, LASD as a party.
13. The DOR shall protect, defend, indemnify, forever hold harmless and assume the costs of defense including attorney's fees of LASD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any all liabilities, claims, losses, judgments, damages, demands, or expenses resulting from educating the student, assessing the student and/or implementing the IEP by LASD, 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 LASD, its Board, officers, members, representatives, agents, guests, invitees, and/or employees.

LOS ALTOS SCHOOL DISTRICT (LASD):

Prior to Initial Placement:

1. Consult with the DOR about the availability and appropriateness of the program.
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 LASD is unable to implement any or all portions of the student's IEP, and/or believes that the student cannot be provided a FAPE in its program, LASD 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. Complete all IEP paperwork and assess for triennial at the request of DOR.
5. Attend all IEP meetings in cooperation with the DOR personnel.
6. Help complete all necessary IEP documents in cooperation with the DOR.
7. Contact the DOR and offer to complete the necessary assessments prior to the DOR conducting new assessments.
8. If a legal dispute arises regarding a student's educational program and/or LASD assessment, LASD will full cooperate with the DOR, including but not limited to making its employees and documents available.
9. LASD shall indemnify and hold the DOR harmless from any adjudicated liability related to the LASD'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 LASD, LASD 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.

MEMORANDUM OF APPROVAL

This MOU entered into this _____ day of _____ by and between the undersigned parties.

(NAME)
 Ayindé Rudolph, Superintendent
 Mountain View Whisman School District

(NAME)
 Jeff Baier, Superintendent
 Los Altos School District