

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“this Agreement”) is made by and between the William S. Hart Union High School District (hereinafter “District”) and OFL-WSH, LLC dba Opportunities For Learning Charter School – William S. Hart (hereinafter “Charter School”) (collectively, “the Parties”) with respect to the matters addressed herein.

RECITALS

- A. The District is the granting agency of the Charter School. The District approved the Opportunities For Learning Charter School charter on August 23, 2002, for a term of five (5) years.
- B. On or about May 18, 2011, the District renewed the Charter for an additional five (5) year term for the period July 1, 2012 through June 30, 2017.
- C. On or about April 19, 2017, the District renewed the Charter for an additional five (5) year term for the period July 1, 2017 through June 30, 2022.
- D. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency (“LEA”) for the purposes of compliance with federal law, Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).
- E. The Charter School elects to be a public school of the District for special education purpose pursuant to Education Code 47646. However, it is the intent of the Charter School to participate as a Local Educational Agency (“LEA”) in a special education local plan area (“SELPA”) approved by the State Board of Education. Until such time as the Charter School obtains membership in a SELPA as an LEA, the Charter School shall be a public school of the District for special education purposes. The parties intend that this agreement shall automatically terminate at such time that the Charter School shall provide the District verifiable assurances that it will participate as an LEA in a SELPA.
- F. A child with disabilities attending the charter school shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

- G. This agreement has the purpose of, among other things, clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the charter school and are or may be eligible for special education and related services under the IDEA.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

1. Section 504 and the ADA

It is agreed that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act ("Section 504") nor under the Americans with Disabilities Act ("ADA"). Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act ("ADA") with respect to eligible students outside of the Chartering District. The District shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA with respect to eligible students within the Chartering District.

2. Interpretation of Agreement

This Agreement is intended to supplement the terms of any other MOU between the parties. This Agreement shall be intended solely in accordance with its terms, together with the charter. Nothing in this Agreement is intended to supersede any term or condition of the charter granted to the charter school.

3. Identification and Referral of Students

The Charter School has the initial responsibility to make referrals for identification and assessments of any students who are enrolled in the Charter School who are believed to be eligible for special education assessment and/or services. Prior to making any referral, the Charter School shall conduct a student study team, if at all possible (given a parent's right to refuse such an option) to determine if alternative interventions are appropriate. All referrals shall be immediately delivered to the Charter School's contracted service provider for consultation, identification and assessment.

4. Assessment of Students

The Charter School will initially determine what assessments, if any, are necessary and arrange for such assessments for all referred students, for annual assessments, and for tri-annual assessments.

5. Individualized Education Program

The Charter School shall be initially responsible for arranging the necessary IEP meetings. The Charter School shall be responsible for providing adequate meeting rooms at the Charter School, having the designated representative of the Charter

School in attendance at the IEP meeting, in addition to representatives who are knowledgeable about the regular educational program at the Charter School. Further, the Charter School responsibilities shall include documentation of the IEP meeting and the provision of parent rights.

6. Eligibility and Placement

Decisions regarding eligibility, goals/ objectives, program placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with federal law and shall include the designated representative of the Charter School (or designee). Services and placement shall be provided to all eligible Charter School students in accordance with the IDEA, and the policies, procedures and requirements of the SELPA in which the District participates, and whenever possible, should be provided at the Charter School. The District shall be invited to, but shall not be required to, have a representative on the IEP team.

7. Interim Placement

For students who enroll in the Charter School with a current IEP, it is the responsibility of the Charter School to implement the existing IEP to the extent possible at the Charter School. For students who were previously enrolled in the District, the District agrees to forward the student's cumulative file including all special education files to the Charter School within ten (10) days of notification.

8. Education Services and Programs

To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the Charter School shall provide such services through their special education department. All services required by the IEP will be provided by the Charter School and its contractor(s).

9. Parent/Guardian Concerns

Parent/Guardian Concerns regarding special education services shall be directed to the Charter School. The Charter School shall address the parent/guardian concerns. The Charter School shall distribute with its admissions material information pertaining to the provision of special education services if provided by the Charter School.

10. Complaints

The Charter School shall address, respond, investigate, and take any and all necessary action to respond to all complaints received under, among other things, the uniform complaint procedure, involving special education and IDEA compliance.

11. Due Process Hearing

The Charter School may initiate a due process hearing on behalf of the student enrolled in the Charter School as the Charter School determines is legally necessary to meet the Charter School's responsibilities under federal law. In the

event that parents/guardians file for a due process hearing, the Charter School shall be responsible for the defense and indemnity of the District consistent with the provisions of Paragraph 15 of this Agreement.

12. SELPA Activities and Meetings

As part of his or her District representation duties at all SELPA meetings, the District Superintendent or his or her designee shall represent the Charter School. Reports to the Charter School regarding SELPA decisions, policies, etc., shall be communicated to the Charter School as they are to all other Charter Schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to the Charter School and its staff. To the extent that site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their District, such opportunities shall be made available to Charter School staff.

13. Funding

The District shall retain all AB602 funding pertaining to special education. District reserves the right to subcontract any and all services specified in this MOU to public or private subcontractors as permitted by law.

14. Indemnification

The Charter School does hereby agree, at its own expense, to indemnify, defend, and hold the District, its officers, employees, and agents harmless from and against any and all claims, liabilities, or legal proceedings brought by any person or entity whatsoever, arising from or relating to the Charter School, excluding, however, any claims, liabilities, or legal proceedings attributable to the negligent acts or omissions of the District. The Charter School further agrees to indemnify, defend, and hold the District, its officers, employees, and agents harmless from and against claims, liabilities, or legal proceedings brought by any person or entity if such claims, liabilities, or proceedings arise from or relate to acts or omission of acts committed by the Charter School, its officers, employees, or students. In the event that any third party shall initiate litigation against the District as a result of Charter School's resource centers located in alleged violation of Education Code §§ 47605 and 47605.1, Charter School hereby agrees to defend, with counsel of Charter School's choice (and pay all attorneys' fees and costs associated therewith), indemnify and hold harmless District from any loss or liability resulting therefrom.

15. Dispute Resolution

The Parties shall attempt to resolve all disputes regarding this Agreement by mediation. The Parties shall agree upon the selection of a suitable mediator and mediation by the parties shall occur within ten (10) days upon selection of the mediator, if practicable. The Parties may agree by mutual consent to extend this deadline. The written request for mediation shall state the nature of the dispute.

16. Term

This Agreement shall remain in effect until such time that the Charter School is accepted as a member LEA in a SELPA approved by the State Board of Education. Charter School represents that until that time it shall exert best efforts to become a member of LEA in a SELPA. Until such time that the Charter School becomes a member LEA in a SELPA, the District shall retain supervisory oversight over the Charter School's provision of special education services sufficient to ensure that the District is meeting all the requirements contained in the Education Code related to the provision of the special education services. The Charter School shall also provide written verifiable assurances that it will comply with this Agreement with respect to the provision of special education services in compliance with all applicable laws and regulations. The Parties agree that the Charter School shall have the right at any time to elect to be its own LEA for special education purposes.

- 17.** For the period between July 1, 2017 through June 30, 2018, the Charter School shall pay the District an oversight fee of 1% of the Charter School's ADA generated funding calculated at the 100% funding level whether or not Charter School actually receives 100% funding.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By: _____ Dated: _____
Vicki Engbrecht, Superintendent

**OFL-WSH, LLC dba OPPORTUNITIES FOR LEARNING CHARTER SCHOOL–
WILLIAM S. HART**

By: _____ Dated: _____
John Hall, President