

**Memorandum of Understanding**  
**By and Between**  
**The Los Angeles Unified School District and**  
**Ararat Charter School [Charter]**  
**Regarding the Provision and Funding of Special Education Services**

Whereas, **Ararat Charter School** (“Charter School”) is a Charter School whose charter petition is before the Board of the Los Angeles Unified School District (“District”) for approval and which operates within the jurisdiction of the District. The Charter School and District are sometimes referred to hereinafter collectively as the “Parties”;

Whereas, as set forth below in greater detail, the Charter School is required, under the Individuals with Disabilities Education Act (“IDEA”), Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, California law and regulations, Office of Civil Rights mandates, and various District policies, to provide special education services to its students;

Whereas, as a public school operating within the jurisdiction of the District, the Charter School is bound by all terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree;

Whereas, the District has been approved for and does operate a single school district Special Education Local Plan Area (“SELPA”) under provisions of section 56195.1 of the California Education Code;

Whereas, for purposes of the provision of special education services, the Charter school is deemed a public school of the District and is a part of the District’s SELPA; and

Whereas, pursuant to section 47646 of the Education Code and the SELPA Plan, the Charter School must contribute an equitable share of resources for SELPA-wide special education expenditures; and

Whereas, the Charter School and the District wish to further describe their respective duties and obligations regarding the provision and funding of special education services at the Charter School.

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**NOW, THEREFORE, THE PARTIES DO AGREE AND COVENANT AS FOLLOWS:**

**1. Charter School Special Education Responsibilities**

**a. General Requirements**

The Charter School will adhere to the provisions of the IDEA and California special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education (“FAPE”). The Charter School will also ensure that no student otherwise eligible to enroll in their Charter School will be denied enrollment on the basis of their special education status.

The Charter School will comply with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled in the Charter School.

The Charter School will adhere to the requirements of the *Chanda Smith* Modified Consent Decree and court orders imposed upon District pertaining to special education and will submit documents and information, participate in reviews, and attend informational sessions and meetings at the District’s request.

The Charter School will use District forms to develop, maintain, and review assessments and Individual Education Programs (“IEPs”) in the format required by the District and will enter accurate assessment and IEP data into the District’s designated data system (Welligent) in accordance with LAUSD policies and procedures. The Charter will maintain copies of assessments and IEP materials for District review. The Charter School will submit to the District all required reports, including but not limited to CASEMIS, SESAC, CST data at student level and Welligent IEPs, in a timely manner as necessary to comply with state law, federal law and Modified Consent Decree requirements.

The Charter School shall keep daily attendance for each student which shall be reported and certified according to District policies and procedures.

The Charter School will participate in the state quality assurance process for special education (i.e. verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review (“DVR”).

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. The District reserves the right to audit the use of special education funds provided to the Charter School to ensure compliance with program and fiscal requirements. The Charter School will ensure that its special education personnel or contracted personnel are appropriately

credentialed, licensed or on waiver consistent with California laws and regulations.

The Charter School will implement the programs and services, including providing related services, required by the IEPs of the students enrolled at the Charter School. The Charter School may request related services (e.g., Psychological assessments, Counseling, Occupational Therapy, Adapted P.E., Nursing, etc.) from the District, subject to availability and on a “fee-for-service” basis, by submitting written requests to the Charter Operated Program Director. The provision of such related service on a “fee-for-service” basis shall be in addition to any costs or reimbursements required of the Charter School as set forth in Section 5 below.

The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

**b. Transferring Students**

For students transferring to the Charter School from other school districts, District-operated schools or District affiliated charter schools, the Charter School will provide those related services required by the students’ IEPs immediately upon the students’ enrollment regardless of the type of service provider (i.e., school-based or NPA). IEP team meetings for such students will be held within thirty (30) days of the student’s enrollment in accordance with state and federal law.

**c. Assessments**

The referral process shall include Student Success Team (SST) meetings to review prior interventions, accommodations and modifications and to recommend further interventions as appropriate. The referral process shall be supported by the Response to Intervention (RtI) model approach using data to identify student strengths and weaknesses. Upon review of accumulated data, observation and review of records, the Charter School may determine that assessment is necessary to determine possible eligibility for special education programs and related services.

Upon a parent’s request for assessment, the Charter School will convene a meeting to review and discuss the request in light of student records, acquired data and student performance to agree or deny the request for assessment. If the Charter School determines that assessment for special education eligibility is not warranted, prior written notice must be given to the parent/guardian with a clear rationale for such refusal within 15 days of the request. If the Charter School concludes that there are suspected disabilities, the school must develop an assessment plan, utilizing the Welligent assessment plans, for each student with suspected disabilities within the 15 day timeline. The assessment plan will

describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents' written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility, and (if eligible) specify special education instruction and services. Consistent with federal and state special education laws and regulations through the IEP process, the IEP team convened at the Charter School will make decisions regarding eligibility, goals, program (including staffing and methodology), placement at charter school, and exit from special education.

**d. Alternative Placements**

In the event that the Charter School is unable to provide an appropriate placement or services for a student with special needs, the Charter School will contact the Charter Operated Programs Unit to discuss placement and service alternatives. The IEP team convened at the Charter School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the Charter School pursuant to an IEP.

**e. Least Restrictive Environment**

The Charter School will support movement of students with disabilities, including students with moderate to severe disabilities, into less restrictive environments and increase interactions of students with disabilities with non-disabled students. The Charter School general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students in the Charter School. Assessment and standardized testing procedures shall be implemented, including guidelines for modifications and adaptations, to monitor student progress.

**f. Staffing Requirements**

The Charter School shall provide planned staff development activities and participate in available appropriate District trainings to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers.

The Charter School will ensure that the teachers and other persons who provide services to students with disabilities are knowledgeable of the content of the students' IEPs. The Charter School will maintain responsibility for monitoring progress towards IEP goals for the student with disabilities. The Charter School will assess and develop Individual Transition Plans to help students with

disabilities transition to adult living in accordance with District policies and procedures.

**g. Student Discipline/Inclusion**

- i. The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA regarding discipline of students with disabilities. Discipline procedures will include positive behavioral interventions. Prior to recommending expulsion and/or prior to the eleventh day of cumulative suspension for a student with disabilities, the Charter School will consult with the District prior to convening a manifestation determination IEP. The Charter School will collect data pertaining to the number of special education students suspended or expelled in accordance with the District's Policies and Procedures Manual and the Modified Consent Decree.
- ii. The Charter is committed to achieving population balance that includes students with disabilities. The Charter will conduct outreach activities to attract and enroll a range of mild to severe special education students that is diverse. The Charter School may not refuse to admit a student based on special education eligibility, needs or services identified in the student's IEP. The District will provide the Charter with MCD reports indicating range of services and number of students served at individual Charter Schools.

**2. Procedural Safeguards/Due Process Hearings**

The District may invoke dispute resolution provisions set out in the charter petition, initiate due process hearings, and/or utilize other procedures applicable to the Charter School if the District determines that such action is legally necessary to ensure compliance with federal and state special education laws and regulations and/or the Modified Consent Decree.

In the event that a parent or guardian of a student attending the Charter School initiates due process proceedings, both the Charter School and the District will be named as respondents. Whenever possible, the District and the Charter School shall work together in an attempt to resolve the matter at an early stage (informal settlement or mediation). During due process proceedings and any other legal proceedings or actions involving special education, the Charter School will be responsible for its own representation. If the Charter School retains legal representation for a due process proceeding or other legal proceeding or action, the Charter School will be responsible for the cost of such representation.

Because the Charter School will manage, and is fiscally responsible for its students' special education instruction and services, the Charter School will be responsible for any prospective special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer, court or settlement based on an allegation or allegations that solely the Charter School failed to fulfill its responsibilities under state and federal special education laws and regulations (which include, among other things, identifying students with disabilities, assessing students, conducting IEP team meetings, developing appropriate IEPs, and implementing IEPs). The District will be responsible for any prospective special education and related services, compensatory education and/or reimbursement awarded by a due process hearing officer, court or settlement based on an allegation or allegations that solely the District failed to fulfill its responsibilities under state and federal special education laws and regulations

If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or settlement agreement based on the Charter School's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, the Charter School will be responsible for payment of those attorneys' fees and costs. If parents' attorneys' fees and costs are to be paid because parents are the prevailing party as a result of a due process hearing or settlement agreement based on the District's alleged failure to fulfill its responsibilities under state and federal special education laws and regulations, the District will be responsible for payment of those attorneys' fees and costs.

### **3. Complaints**

The District will investigate and respond to all special education complaints the District receives pertaining to the Charter School including the District's Uniform Complaint Procedures, Office for Civil Rights and California Department of Education Special Education Compliance Complaints. The Charter School will cooperate with the District in any such investigations and provide the District with any and all documentation that is required to respond to complaints within the timelines imposed by the investigating agency. The Charter School will be solely responsible for any and all costs resulting from, arising out of, or associated with the investigation and implementation of appropriate remedies.

### **4. Special Education Local Plan Area**

The Los Angeles Unified School District is approved to operate as a single-district SELPA under the provisions of the California Education Code Section 56195.1(a). Charter Schools authorized by the District are deemed to be public schools within the District for purposes of special education, unless the Charter school has been granted status as a local educational agency by another SELPA and the District's governing board has approved the charter school to operate as an LEA. The District will determine the policies and procedures necessary to ensure that the protections of special education law extend to students in the Charter Schools in the same manner as students in all District schools.

The Charter School will adhere to all District policies and procedures regarding special education and special education funding, as they may be amended from time to time.

## **5. Funding of Special Education Services**

Charter School has selected to join the Charter-operated Program section of the LAUSD SELPA. For the 2017-2018 school year, the Charter School's fair share contribution to special education will be 10% of the charter schools' AB 602 (rate includes Base, COLA, and Growth/Decline reduced by the amount withheld for Program Specialist/Regionalized Services) and Federal IDEA revenues. This amount will be paid from the Charter School's Local Control Funding Formula ("LCFF") funds or other unrestricted revenue sources and will be allocated to support the existing District-wide administration of special education supports and services. The revenue rate will be adjusted to account for changes in the State's funding formula beginning in fiscal year 2013-14. The amount withheld by the District from the Program Specialist/Regionalized Services in fiscal year will continue to be withheld and adjusted annually for COLA. An additional 10% of special education revenues will be retained by the District and allocated as directed by the Advisory Board and members of the Charter-operated Program, with the leadership of the Charter-operated Program special education director. These funds will be used to support the personnel for the Charter-operated Program section of the SELPA; build management and operating procedures to create an infrastructure to support schools in meeting the needs of students with mild to severe disabilities; and, to create and implement new programs that serve students in charter schools. If Charter School does not spend their allocation of special education funds during a fiscal year of the charter petition period, the allocation of special education funds to Charter School for the next fiscal year will be reduced in an amount equal to the unspent special education funds from the previous fiscal year.

The District is currently engaged in discussions regarding Charter School's fair share contribution commencing with the 2018-2019 school year. Since those discussions are currently in process and a final decision has not yet been made, this MOU is for a one year period. If the current funding formula for Charter School's fair share contribution as set forth in this MOU is revised before the start of the 2018-2019 school year, Charter School shall execute a new MOU prior to the beginning of the 2018-2019 school year which will contain the agreed-upon revised fair share contribution and will be applied to Charter School's full charter petition period.

In addition to the payments required under this Section, the Charter School may request specific special education related services from the District through fee-for-service arrangements that will reflect the calculated cost of the requested services and will be contingent on the District's available resources.

Any change in the Option election that occurs during the term of Charter School's petition period shall be mutually agreed upon and addressed in an MOU between the

charter school and the District. The new Option election shall be effective on July 1 of the next school year with the corresponding fair share contribution.

**6. District Responsibilities Relating to Charter School Special Education Program**

As long as Charter Schools operate as public schools within the District, the District shall provide information to the school regarding District special education decisions, policies, and procedures to the same extent as they are provided to other schools within the District.

To the extent that the District provides training opportunities and/or information regarding special education to other school site staff, such opportunities and/or information shall be made available to Charter School staff.

**7. Notices**

Unless otherwise specified by the Parties, all notices or the provision of written information shall be given via e-mail and U.S. mail to the following contacts:

**The District:**

**Charter School:**

**Director  
Los Angeles Unified School District  
Charter Operated Programs  
333 South Beaudry Avenue, 17<sup>th</sup> Floor  
Los Angeles, CA 90017**

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**8. Modifications**

With the exception of changes of District policies and procedures regarding the provision of special education services, the provisions of this memorandum of understanding may only be modified, supplemented or terminated through written agreement of the parties. This memorandum of understanding is hereby incorporated by reference into the charter petition of the Charter School and shall, to the extent necessary to carry out the terms and conditions of the memorandum of understanding, supersede any conflicting provisions in the charter petition.

**9. Change of Law**

The Parties understand and acknowledge that the Federal and State regulations and other legal requirements pertaining to Special Education programs, including those related to funding of Special Education programs (hereinafter “Special Education Requirements”) may, from time to time, be altered, revised or otherwise changed. The Parties understand

and agree that the provisions of this MOU, including those related to payments for program services rendered, have been designed to meet current Special Education Requirements. In the event that a change or changes in Special Education Requirements occurring during the course of this MOU has a material impact on a service or payment contemplated herein, the Parties agree to make appropriate and reasonable adjustments to this MOU as may be required. In the event that there is a change in the State funding formula such that the AB 602 rate cannot be calculated in any fiscal year, the Parties agree that the contributions made under this MOU shall be the prior fiscal year contribution amount along with a COLA adjustment unless and until the Parties agree otherwise.

**10. Term**

This memorandum of understanding is effective July 1, 2017 through June 30, 2018.

**Date:**

**For the District:**

**For the Charter School:**

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**(Name)**

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**(Name)**

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**(Signature)**

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