Memorandum of Understanding

Between

The Alameda County Office of Education
Alternative Education School Programs

And

Alameda County Local Educational Agencies

Alameda USD
Albany USD
Berkeley USD
Castro Valley USD
Dublin USD
Emery USD
Fremont USD
Hayward USD
Livermore USD
Mountain House USD
New Haven USD
Newark USD
Oakland USD
Piedmont USD
Pleasanton USD
San Leandro USD
San Lorenzo USD
Sunol Glen USD

The organizations above through this memorandum of understanding (MOU) agree to the following:

I. **Purpose**: The purpose of this Memorandum of Understanding is to establish and maintain a clearly defined, effective procedure for placement and delivery of services to identified special education students placed by school districts in the Alameda County Office of Education Community/Alternative Education schools.

II. **Terms of Agreement**: The term of this agreement will be for three years beginning July 1, 2015 – June 30, 2018.

III. Description of Services:

A. Local Education Agencies: During the duration of this agreement, the placing school district requesting placement for a special education student in the Alameda County Community School/Alternative Education Program will:

1. Contact the ACOE SPAS department, (510) 670-7738 (Daisy Guzman), or (510) 670-4244 (Monica Corbett), to refer an identified special education student (with an IEP) to the County Community School Programs.
2. Complete and sign the ACOE referral packet, which includes a per student cost of $34.43 per day enrolled to the sending district for special education services, and attach the current IEP, educational and psychological assessment. (Note: IEP's must be current to consider placement)
3. Remain the district of residence.

B. Alameda County Office of Education: During the duration of this agreement Alameda County Office of Education will:

1. Provide general education services to Special Education students and special education services identified on the student's IEP and the Inter-SELPA Agreement.
2. Provide appropriately credentialed Special Education staff to implement the IEP.
3. If invited by the district of residence, attend the referred student's IEP meeting, prior to enrollment at ACOE, to provide placement advice.
4. Schedule and hold placement IEP's and 30 day review IEP's, to which the district of residence will be invited.
5. Consult with the district of residence to arrange mutually agreeable dates for IEP meetings (initial, annual, placement, and/or requested for any reason). No changes in placement or services will occur except through an IEP meeting which invites representatives of the district of residence and all other legally required members.
6. Complete any assessments as required by the IEP.
7. Notify the district of residence of any referrals for additional assessments for identified special education students and/or new referrals for special education services for students placed in ACOE programs within seven days of the receipt of the referral.
8. Act as the district of service.
9. Billing for special education students enrolled in the Community School / Alternative Education Program will be calculated at $34.43 per day enrolled. Billing will be sent out quarterly. Services logs will be included upon request.

IV. **Severability**: Should any part, term, or provision of the MOU be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the other parts, terms, or provisions hereof shall not be affected thereby.

V. **Successors/Assignment**: The MOU shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the written consent of the other parties to this MOU.

VI. **Amendment of the MOU**: The MOU may be amended by a supplemental agreement executed and approved by the County Agencies and other parties to this MOU.

VII. **Form of Approvals:** Whenever the approval of any party hereto is required by this MOU, unless the context specified otherwise, such approval shall be given by resolution or other formal action duly and regularly agreed upon by all parties to this MOU.

VIII. **Termination of Agreement**: Any party to this MOU may terminate its participation in this MOU by giving written notice to the other parties one year prior to the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have caused the MOU to be executed and attested by their proper officers whereunto duly authorized, as of the day and year first above written.

_____/_____ _____

District Representative *(Print Name)* / Title Date

_____

Signature

_____

LEA

_____ _____

Director of Special Education or Designee for Date
Alameda County Office of Education
Student Programs and Services