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 students with IEPs 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, 2021 – June 30, 2024. However, the parties will review the MOU each year on or before June 30. Unless amended or terminated pursuant to this agreement, the current MOU will remain in effect.

III. Description of Services:

A. Local Education Agencies: During the duration of this agreement, the referring school district requesting placement for students with an IEP in the Alameda County Community School/Alternative Education Program will:

1. Contact the ACOE Schools, Programs and Services ("SPAS") Enrollment at (510) 670-4590, or SPASenrollment@acoe.org to refer an identified 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 $46.48 per day enrolled to the sending district for special education services, and attach the current IEP, educational and psychological assessment, transcripts, immunization record, and test scores (Note: IEP's must be current to consider placement).

3. Complete any additional assessments to determine eligibility and/or continuing need for special education and related services, including but not limited to triennial evaluations due within 60 days, prior to enrollment in ACOE, if determined necessary in consultation with ACOE.

4. Convene an IEP team meeting with necessary participants, including an ACOE representative(s), to confirm whether placement in an ACOE program is appropriate and the specific special education, related services, and/or accommodations to be provided. If the IEP team determines that ACOE is not an appropriate placement or is unable to implement required components of the IEP, the referring district remains responsible to offer and provide the student a FAPE elsewhere.

    a. Remain the District of Accountability/District of Residence. As used in this MOU, "District of Accountability" refers to the district of student's geographical residence for CalPads purposes.
    b. As used in this MOU, "District of Residence" refers to the district of residence of the parents and that remains responsible to provide the student a free appropriate public education ("FAPE") pursuant to the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*) and California Education Code (sections 56000 *et seq.*), unless by operation of law, the District of Residence ceases to be the responsible local education agency ("LEA") and responsibility transfers to another LEA, in which case that LEA will be responsible for providing a FAPE consistent with legal requirements.

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

1. Within ten (10) business days of receipt of a referral packet from the referring district, as referenced in III.A.2, above, ACOE will review and notify the referring district of whether it will accept the student.

2. Provide general education services to students with IEPs and special education services

as identified on the student's IEP. The COE provides only specialized academic instruction, speech-language services, and school psychologist services. Any other necessary special education or related services are provided by the referring district. In instances where ACOE is responsible by operation of law, (e.g., students attending juvenile court school), ACOE will provide all necessary special education or related services as required by law.

3. Provide appropriately credentialed Special Education staff to implement the IEP.

4. Schedule and hold an intake IEP meeting within the first 30 days of the student's placement, as follows:

    a. The meeting will include the student, parents/legal guardians, ACOE site principal or administrative designee, ACOE special education and/or Section 504 coordinator, a representative(s) from the referring district, and student's probation officer, if applicable.
    b. The purpose of the intake meeting is to review:

        1. The appropriateness of the student's placement in the ACOE operated county community school, and
        2. The level of service needed for the student in the program.

5. Once students are placed in ACOE, ACOE will consult with the district of accountability to initiate and arrange mutually agreeable dates for IEP meetings (initial, annual, placement, 30-day, and/or requested for any reason). Changes in placement or services will occur only through an IEP meeting, which invites representatives of the district of accountability and all other legally required members.

6. Complete any assessments in the areas of speech-language/communication, psycho-educational, and/or academics, as required by signed assessment plans, except for any assessments deemed appropriate for the referring district to complete prior to the student's enrollment, pursuant to A.3., above. If an assessment is needed in any other areas while a student is attending ACOE, e.g., due to parent or staff referral, ACOE may contract with the referring district to complete them.

7. Notify the district of accountability of any referrals for additional assessments for identified students with IEPs 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 for CalPads purposes only.

9. Billing for students with IEPs enrolled in the Community School -Alternative Education Program will be calculated at $46.48 per day **enrolled.** Billing will be sent out quarterly. Services logs will be included upon request.

C. Shared Responsibility between Districts and ACOE

1. The parties agree that for the duration of this agreement, ACOE is the Service Provider, and the referring district remains the District of Accountability/Residence responsible for making decisions regarding, and offering, and ensuring the student continues to receive a FAPE. Regardless, in carrying out the obligations under this agreement, the referring school district and the ACOE shall jointly be responsible to ensure that each of its respective staff members and/or service providers comply with all applicable requirements for child find, provision of services, appropriate assessments, timelines, and due process items as established in both Federal and State Law.

2. Due Process Hearings and Complaints: the following terms and procedures apply to any complaint filed with the California Department of Education ("CDE"), United States Department of Education ("USDOE"), California Office of Administrative Hearings ("OAH"), and/or state or federal court, in relation to a student attending or placed in an ACOE program pursuant to this agreement:

    a. If a referring school district becomes aware of any impending complaint, request for due process hearing, or lawsuit filed against ACOE or the referring district regarding a student attending or placed in an ACOE program pursuant to this agreement, the referring school district must immediately notify the ACOE Chief of Schools, in writing. Likewise, if the ACOE becomes aware of any impending complaint, request for due process hearing, or lawsuit filed against ACOE or a referring school district regarding a student attending or placed in an ACOE program pursuant to this agreement, ACOE will immediately notify the Special Education Director of the referring school district, in writing.

    b. In any complaint, request for due process hearing, or lawsuit, the parties' specific responsibility, and legal liability will be determined as follows:

        i. The referring district is solely responsible for providing FAPE during the timeframe prior to the student's enrollment in ACOE, including compliance with discipline procedures, and developing an appropriate IEP in which ACOE placement is initially offered.

        ii. The referring district is solely responsible to ensure appropriate assessments are conducted prior to enrollment in ACOE as set forth in this MOU, including responding to any parent requests for independent educational evaluations ("IEE"), funding IEEs, or initiating due process to defend an assessment, as applicable.

        iii. ACOE is solely responsible to ensure appropriate services are implemented per the IEP while student is enrolled, and to ensure

appropriate assessments are conducted while student is enrolled, as set forth in this MOU, including responding to any parent requests for independent educational evaluations ("IEE"), funding IEEs, or initiating due process to defend an assessment, as applicable.

iv. The referring district is solely responsible to ensure student is offered and provided a FAPE upon completion of an expulsion term/rehabilitation plan, or upon any other determination that ACOE is no longer an appropriate placement.

c. Upon receipt of any complaint, request for due process hearing, or litigation, the referring district and ACOE will consult and determine the appropriate party to respond, based on the responsibility and liability outlined above. ACOE and the referring district may both be obligated to respond and remain jointly responsible.

d. If, in relation to a specific complaint, due process hearing, litigation, or settlement agreement, the referring district and/or ACOE disagree as to the extent to which a party should bear fiscal responsibility and/or liability as set forth above, the parties will first attempt to resolve the disagreement directly with each other. If the COE and referring district continue to disagree regarding the responsible party and/or degree of responsibility, the parties will engage in informal dispute resolution procedures as set forth in the Local Plan of the Tri-Valley SELPA or SELPA of the referring district. If the parties remain unable to resolve the disagreement, either party may initiate the interagency dispute procedures as set forth in state law and regulations, as applicable (Cal. Gov. Code § 7585; 2 C.C.R. § 60600).

e. Regardless of which party initiated or is named in any complaint, due process hearing, or litigation, the ACOE and the referring school district will both cooperate fully in the processing of hearings, complaints, and litigation, by making available, upon reasonable notice and written request, any necessary employee witnesses, records, and other evidence.

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 all 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

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