

# Countywide Educational Services Plan For Serving Expelled And High-Risk Students

## Special Education Memorandum of Understanding

Between

The Alameda County Office of Education

And

Alameda County Local Educational Agencies

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

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

- I. **Purpose:** The purpose of this MOU is to establish and maintain a clearly defined, effective procedure for placement and delivery of services to identified students with individualized education programs (“IEP”) referred by school districts in Alameda County for placement in Alameda County Office of Education (“ACOE”) Community School Programs. For purposes of this MOU, ACOE Community School Programs include Quest Community School and the Pregnant and Parenting Teen Program only. They do not include educational programming at Opportunity Academy or the county court school programs at Butler Academic Center and Sweeney Academic Center.
- II. **Term of MOU:** The term of this MOU will be for three years from July 1, 2024, to June 30, 2027. However, the parties will review the MOU each year on or before June 30. This MOU will remain in effect for the full term unless amended pursuant to paragraph VI or terminated pursuant to paragraph VII.

### III. Description of Services:

A. **Referring Districts:** For the duration of this MOU, the referring school districts requesting placement of students with IEPs in an ACOE Community School Program will:

1. As far in advance as possible, notify Quest principal or [spasenrollment@acoe.org](mailto:spasenrollment@acoe.org)

of pending expulsion hearing(s), student's special education status, and estimated timeline(s).

2. District special education staff and ACOE special education staff will confer after a student's manifestation determination review and disciplinary hearing panels but prior to the district taking an expulsion to the district board (Pre-Referral IEP Review Meeting).
3. Contact the ACOE Student Programs and Services ("SPAS") Enrollment at (510) 670- 4590, or [SPASenrollment@acoe.org](mailto:SPASenrollment@acoe.org) to refer an identified student with an IEP to the ACOE Community School Program. The referring district will invite ACOE to any IEP meeting at which placement at an ACOE Community School Program is being considered.
4. Complete and sign the ACOE referral packet and attach the student's operative IEP, educational and psychological assessments, transcripts, expulsion order (including rehabilitation plan or disciplinary hearing requirements, immunization record, state assessment information (including ELPAC if applicable), and 504 plan if applicable. For the purpose of this MOU, the student's operative IEP is the student's last IEP consented to by the student's educational rights holder. ACOE will consider the dates of the student's operative IEP and last conducted assessments in determining whether placement in the ACOE Community School Program is appropriate.
5. Agree to pay a per student cost of \$56.32 per day enrolled in the ACOE Community School Program to ACOE for provision of special education services. For the purposes of this MOU, a student is deemed enrolled in the ACOE Community School Program upon completion of the intake and enrollment meeting with ACOE staff.
6. Complete any assessments necessary for the student's IEP team to determine the suitability of the student's placement in the ACOE Community School Program given the student's unique needs prior to enrollment with ACOE. This includes assessments to determine eligibility and/or the continuing need for special education and related services, as well as pending triennial evaluations when deemed necessary by the student's IEP team. The referring district and ACOE will collaborate to determine who will complete any functional behavioral assessments necessary in accordance with Section 300.530(d)(ii) of Title 34 of the Code of Federal Regulations.

7. Convene an IEP team meeting prior to the student's enrollment in the ACOE Community School Program with the necessary participants, including an ACOE representative(s), to determine whether placement in the ACOE Community School Program is appropriate and what specific special education, related services, and/or accommodations are necessary. For students facing expulsion from the referring district, the referring district must comply with the requirements of Sections 300.530(d) and 300.531 of Title 34 of the Code of Federal Regulations to determine whether the ACOE Community School Program is an appropriate placement for the student during and/or pending expulsion prior to enrollment in the ACOE Community School Program. If an IEP team convened in accordance with this paragraph determines that the ACOE Community School Program is not an appropriate placement or is unable to implement required components of the student's IEP, the referring district remains responsible for offering and providing the student a free appropriate public education ("FAPE") elsewhere.
  8. Provide all special education and related services identified in the student's IEP other than specialized academic instruction, speech-language services, school psychologist services, and program accommodations and modifications. All specialized academic instruction, speech-language, school psychologist services, and program accommodations and modifications required by the student's IEP will be provided by ACOE.
  9. Retain accountability for provision of FAPE to the student as the district of residence pursuant to the Individuals with Disabilities Education Act (20 U.S. C. §§ 1400 et seq.) and California Education Code (sections 5600 et seq.) for the duration of the student's placement in the ACOE Community School Program until or unless another local educational agency acquires responsibility for provision of FAPE to the student by operation of law.
- B. **ACOE:** For the duration of this MOU, ACOE will:
1. Within five(5) 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 subject to placement determination by the student's IEP team.
  2. Provide general education services to students with IEPs and specialized academic instruction, speech-language services, school psychologist services, and program accommodations and modifications as identified in the student's IEP. All

other special education or related services required by the student's IEP are to be provided by the referring district.

3. Coordinate with the referring district to facilitate delivery of any special education or related services to be provided directly by the referring district while the student is placed at the ACOE Community School Program.
4. Provide qualified special education staff as defined in California Education Code sections 56058 and 56070 to implement the student's IEP.
5. Schedule and hold an IEP meeting within the first 30 days of the student's placement in the ACOE Community School Program, as follows:
  - a. The meeting will include the student, parents/legal guardians, ACOE site principal or administrative designee, ACOE special education case manager and other staff as required, a representative(s) from the referring district, and student's probation officer, if applicable.
  - b. The purpose of the intake meeting will be to review:
    - i. The appropriateness of the student's placement in the ACOE Community School Program, and
    - ii. The level of service needed for the student in the program.
6. During a student's placement in the ACOE Community School Program, ACOE will consult with the referring district to initiate and arrange mutually agreeable dates for IEP meetings including initial, annual, placement, 30-day, and/or parent requested IEP meetings. Changes in placement or services will occur only through IEP meetings to which representatives of the referring district and all other legally required members are invited.
7. Complete all assessments in the areas of speech-language, psycho-education, and/or academics, as required by assessment plans signed during the student's placement in the ACOE Community School Program and coordinate with the referring district for completion of said assessments when they are initiated less than 60 days prior to the student's transfer out of the ACOE Community School Program. If an assessment is needed in an area other than speech-language, psycho-education, and/or academics while the student is attending an ACOE Community School Program, ACOE will coordinate with the referring district to identify an appropriate assessor and may contract with the referring district to conduct the assessment.
8. Notify the student's referring district whenever the student is referred for special education assessment while attending the ACOE Community School Program,

whether the referral is for initial assessment, re-assessment, or additional assessment, within seven days of ACOE's receipt of the referral.

9. Act as the student's educational placement and specialized academic instruction, speech-language, school psychologist and program accommodation and modification service provider as designated by the student's IEP team for the duration of the student's placement in the ACOE Community School Program.
10. Billing for students with IEPs enrolled in the ACOE Community School Program will be calculated at \$56.32 per day enrolled. Billing will be sent to the referring district quarterly. ACOE will provide services logs with billing upon request. ACOE will be responsible for maintaining service logs for services provided by ACOE.

**C. Shared Responsibility between Referring Districts and ACOE**

1. The parties agree that for the duration of this MOU, ACOE is the student's designated placement and a service provider pursuant to the student's IEP and the referring district retains accountability for making decisions regarding, offering, and ensuring that the student continues to receive a FAPE pursuant to paragraph III.A.9. Regardless, in carrying out the obligations under this MOU, the referring 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. The following terms and procedures apply to any complaint filed with the California Department of Education, United States Department of Education, California Office of Administrative Hearings, and/or state or federal court, in relation to a student attending or placed in an ACOE Community School Program pursuant to this MOU:
  - a. If a referring 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 Community School Program pursuant to this MOU, the referring 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 district regarding a student attending or placed in an ACOE Community School Program

pursuant to this MOU, ACOE will immediately notify the Special Education Director of the referring district, in writing.

- b. In responding to 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 the ACOE Community School Program, including compliance with discipline procedures, and developing an appropriate IEP in which ACOE placement is initially offered.
  - ii. The referring district is solely responsible for ensuring appropriate assessments are conducted prior to enrollment in the ACOE Community School Program as set forth in this MOU; responding to any parent requests for independent educational evaluations ("IEE") arising from assessments conducted by the referring district; funding said IEEs; and initiating due process to defend any assessment conducted by the referring district, as applicable.
  - iii. ACOE is solely responsible for ensuring appropriate specialized academic instruction, speech-language, and school psychologist services and program accommodations and modifications are implemented per the IEP while student is enrolled in the ACOE Community School Program; ensuring appropriate assessments are conducted while student is enrolled in the ACOE Community School Program, as set forth in this MOU; responding to any parent requests for IEEs arising from assessments conducted by ACOE; funding said IEEs; and initiating due process to defend any assessment conducted by ACOE, as applicable.
  - iv. The referring district is solely responsible for ensuring the student is offered and provided a FAPE upon completion of an expulsion term/rehabilitation plan, or upon any other determination that an ACOE Community School Program 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 ACOE 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 Special Education Local Plan Area (“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 written 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 MOU:** 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.**

Kirsten Zazo, Asst. Superintendent of Ed. Services

03/11/2024

District Representative (*Print Name*) / Title

Date

  
Kirsten Zazo (Mar 11, 2024 17:33 PDT)

Signature

Alameda Unified School District

LEA

Director of Special Education or Designee for

Date

Alameda County Office of Education  
Student Programs and Services