

**SPECIAL EDUCATION SERVICES  
MEMORANDUM OF UNDERSTANDING  
BETWEEN ACADEMY OF ALAMEDA MIDDLE SCHOOL  
AND ALAMEDA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU” or “Agreement”) is executed between the Alameda Unified School District (the “District”) and ACADEMY OF ALAMEDA Charter School (the “Charter School”), a California nonprofit public benefit corporation.

**I. RECITALS:**

- A. The Alameda Unified School District is a school district existing under the laws of the State of California.
- B. ACADEMY OF ALAMEDA Charter School is a non-profit public benefit corporation that holds and operates ACADEMY OF ALAMEDA Charter School, a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. ACADEMY OF ALAMEDA Charter School shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein.
- C. The District is the sponsoring district of the Charter School. This Agreement is intended to outline the agreement of ACADEMY OF ALAMEDA Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationships with regard to special education and related services for students enrolled in the Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth below. This Agreement was first approved on December 15, 2009.
- E. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the ACADEMY OF ALAMEDA Charter School will bring any material revisions to the Charter to the District’s governing board to achieve consistency. This Agreement shall be affixed to and incorporated by reference into the Charter.

**II. AGREEMENTS**

A. Terms

- 1. This agreement will govern the relationship between the District and ACADEMY OF ALAMEDA Charter School regarding special education and related services for students enrolled in the Charter School.
- 2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties indicating an intent to modify or

amend this Agreement.

3. The duly authorized representative of ACADEMY OF ALAMEDA Charter School is the Executive Director or designee.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District
5. The term of this Agreement shall be one year, commencing on July 1, 2010 and terminating June 30, 2011. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.
6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

B. Special Education Services

The Charter School shall be categorized as a public school within the District in conformity with Education Code section 47641, subdivision (b) for purposes of Special Education. The following provisions govern the application of Special Education services to Charter School students.

1. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.
2. The Charter School will comply with all applicable state and federal laws.
3. The Charter School shall obtain from the North Region SELPA the Policies, Procedures and Forms regarding special education, and update the Policies, Procedures and Forms as needed. At least annually, and as further required by District, the Charter School shall be responsible for reviewing pertinent information with pertinent Charter School staff at a staff meeting. The Charter School will collaborate with District and SELPA representatives as needed and may request their attendance at the staff review. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff review.
4. The Charter School shall comply with North Region SELPA policies, procedures and other requirements.
5. The Charter School shall utilize North Region SELPA forms.

6. The Charter School shall obtain from the District the District Board Policies and Procedures relating to special education. At least annually, and as further required by District, the Charter School shall be responsible for reviewing pertinent information with pertinent Charter School staff at a staff meeting. The Charter School will collaborate with District representatives as needed and may request their attendance at the staff meeting. The Charter School, however, shall be solely responsible for the preparation of materials and for conducting the staff review.
7. The Charter School shall adhere to all District Board Policies and Procedures relating to special education.
8. The Charter School shall provide the District Director of Special Education copies of sign in sheets from staff meetings where North Region SELPA and District policies, procedures and forms are reviewed.
9. The Charter School administrative staff will attend appropriate Administrative trainings and appropriate Charter School staff will attend District special education training sessions.
10. The Charter School agrees to implement a Student Study Team Process (SST), a regular education function, to monitor and guide referrals for Special Education services. The Charter School agrees that the SST and any interventions prior to referrals for Special Education services shall be the sole responsibility of the Charter School.
11. The Charter School and the District intend that the Charter School will be treated as any other public school in the District with respect to the provision of Special Education services, including the allocation of duties between on-site staff and resources and District staff and resources, except as otherwise set forth in this agreement.
12. *Division and Coordination of Responsibility.* The District and the Charter School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Program (IEP), development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites, except as otherwise set forth below. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion. The Charter School and District shall meet annually to facilitate a common understanding of the allocation of responsibilities in accordance with District practice. The District and Charter School agree that, except as set forth in section B(25) herein, Charter School shall assume responsibility for selecting and hiring its own Special Education teachers and Paraprofessionals, and assuming all costs related to the hiring, supervision

and employment of Special Education teachers and Paraprofessionals, but that Charter School's Special Education teachers and Paraprofessionals shall be subject to oversight by District in the same manner as Special Education Teachers and Paraprofessionals hired by the District. Special Education teachers and Paraprofessionals hired by the Charter School shall be treated as employees of the Charter School, not the District.

The District will provide Special Education Staff to the Charter School as defined in the next section titled "Basic Services provided by District." The Charter School and District shall meet annually to facilitate a common understanding of the allocation of responsibilities in accordance with District practice.

(a) Basic Services provided by District

Notwithstanding the above, the District will provide the Charter School with the following basic special education services:

- Speech and language services for students with qualifying IEPs.
- Occupational Therapy services for students with qualifying IEPs.
- Special education assessments, including psycho-educational, academic, speech and language, and occupational therapy, for students referred through appropriate procedure.

(b) Services Provided by District that may incur Exceptional Costs

Any special education services provided by the District to the Charter in addition to the basic services referenced above will be considered Exceptional Cost services. These services include, but are not limited to those listed in Education Code Section 56363, as well as the following: placement in service specific classes, i.e., moderate-severe SDC, counseling enriched special day classes (CEC) as well as non-public school (NPS) and residential placements, Special Circumstance Paraprofessionals, Behavior Specialists, Full Inclusion Specialists, Adaptive P.E. Teachers, Speech and Language Therapists, Occupational Therapists, Vision Specialist services, orientation and Mobility Training, Services for the Deaf/Hard of Hearing and low-incidence or specialized equipment purchases.

Prior to providing these services, the District and the Charter School will develop and execute an Agreement to Provide Exceptional Service to Special Education students. The Agreement will specify the exceptional services authorized to be provided, and the additional costs incurred by providing those services. Following execution of the agreement by the parties, the services will commence and the District will notify the Charter School on a quarterly basis of costs incurred by services provided. The parties explicitly agree that the District will not seek to impose exceptional costs, as defined herein, prior to reaching an agreement with the Charter School.

all students entitled to services under the Individuals with Disabilities in Education Improvement Act of 2004, 20 U.S.C. section 1400 et seq., as amended (“IDEIA”) and California Education Code section 56000 et seq. will receive those services.

14. *Identification and Referral.* The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services in accordance with District and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling from a non-District school.
15. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. If required, the signed permission of the parent/guardian shall be obtained prior to release of student records and files.
16. The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the Districts policies, procedures and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.
17. The District shall arrange necessary IEP meetings in accordance with the District’s policies, procedures and applicable law. The Charter School shall be responsible for having a designated Charter School administrator, special education teacher, and Charter School general education teacher(s) who is/are knowledgeable about the student’s regular education program at the Charter School in attendance at all IEP meetings.
18. 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 state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, North Region SELPA and state and federal law.
19. The Charter School acknowledges that under the IDEIA, a child shall not be

determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEIA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

20. For students who enroll in the Charter School with a current IEP, the District and the Charter School shall conduct an IEP meeting in accordance with applicable law. The Charter School shall notify the District of such students prior to their enrollment in the Charter School. For such students who were previously enrolled in the District, the District agrees to forward the student's cumulative file including all Special Education files to Charter School within 10 days of District receipt of notice of the student's intention to enroll in the Charter School. The District will consult with the Charter School to facilitate student transitions.
21. 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 District shall provide and/or arrange for such services in the same manner as at other District schools. District services shall include direct and/or consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools, with the exception of the Charter School's hiring of its own Special Education teachers and Paraprofessionals under Section B(12) of this Agreement. The Charter School and District shall meet annually to ensure a common understanding of the allocation of responsibilities in accordance with District practice.
22. *Complaints:* The goal is that the charter school will address informal complaints in a timely manner. Upon receipt of a Uniform Complaint, the Charter School will consult with the District in order to address/respond to/investigate all complaints received under the Uniform Complaint Procedure involving Special Education.
23. *Due Process Hearings:* In consultation with Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet responsibilities under federal and state law. The District and Charter School shall work together to prepare, file and prosecute the case. In the event that the District determines that legal counsel representation is needed, the District and Charter School shall be jointly represented by District legal counsel. The Charter School shall cooperate in the defense as needed. In case the Charter School determines the need for separate counsel, ACADEMY OF ALAMEDA Charter School may select such counsel, and shall be responsible for the costs of its legal counsel.

The District and Charter School shall also work together to prepare and defend any case filed against the Charter School and/or District regarding a

special education placement or services provided to a student enrolled in the Charter School. In the event that the District determines that representation from legal counsel is needed, the District and Charter School shall be jointly represented by District's legal counsel. Charter School staff and administrators shall cooperate in the defense as needed. In case the Charter School determines the need for separate counsel, the Charter School may select such counsel, and shall be responsible for the costs of its legal counsel.

24. The District Superintendent or designee shall represent the Charter School at all North Region SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding North Region SELPA decisions, policies and other relevant information shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or North Region SELPA provide training opportunities and/or information regarding Special Education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff has the opportunity to participate in committee meetings of the North Region SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.
  
25. *Transfer of Special Education Apportionment Directly to District:* The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of any other public school in the District for the purposes of Special Education services and funding, and the District has agreed to provide Special Education services for the Charter School, consistent with the services it provides at its public schools. Consistent with this division of responsibility, all funds apportioned to and received by the Charter School for Special Education services, including any and all funds apportioned to the Charter School through the North Region SELPA and any and all state or federal funds for Special Education services otherwise apportioned to the Charter School, shall be forwarded by the Charter School to the District with the following exception: The District shall, each fiscal year, allocate to the Charter School funds for Special Education services otherwise apportioned to the Charter School in a sum equaling the Charter School's actual annual cost (base salary plus benefits) for employing two (2) Special Education teachers and no (0) Paraprofessionals pursuant to Section B(12) of this Agreement. For purposes of determining the allocation to the Charter School for the employment of additional Special Education teachers and Paraprofessionals, the District shall use the same student to teacher ratio as it does for AUSD schools including the initial two (2) teachers. In exchange, the Charter School shall receive an equitable share of funding and services consisting of either or both of the following:
  - a. State and federal funding provided to support Special Education instruction or designated instruction and services or both provided or procured by the Charter School that serve pupils enrolled in and attending the Charter School.

- b. Any necessary Special Education services including administrative and support services and itinerant services that are provided by the local educational agency on behalf of pupils with disabilities enrolled in the Charter School.
26. *Charter School Contribution to Encroachment:* Each school year, the Charter School shall owe the District an amount of funding equal to the District's total excess cost of Special Education (hereafter "encroachment") per unit of District-wide general education ADA, for each unit of the Charter School's general education ADA. The excess costs are commonly referred to as encroachment. The formula for calculating the Charter Schools contribution is as follows: Total District encroachment divided by District-wide attendance ("E-1") x Total Charter School attendance ("CSA"). School enrollment includes all students, regardless of home district. No prorated adjustment will be made for students who leave or who enroll during the academic year after P2 counts. The Charter School's contribution to encroachment shall be billed to the Charter School and payable to the District in two installments. An estimated payment of fifty percent of the contribution to encroachment shall be invoiced to the Charter School as a first installment on or about December 31<sup>st</sup> of each year and shall be payable to the District within 30 days of receipt. A second and final installment shall be invoiced to the Charter School on or about June 30 of each year and shall be payable within 30 days of receipt.
27. Within 24 hours of the time any correspondence related in any way to special education is sent or received by the Charter School, the Charter School shall provide the District Director of Special Education copies of such correspondence.
28. Special Education services will be offered at the Charter School or elsewhere in the District or North Region SELPA based upon each student's IEP.
29. If needed due to limited Special Education staff, the District may seek out contracts with other school districts, companies, or organizations to serve Charter School students. The Charter School shall assist the District in providing such services at no additional cost to the Charter School.
30. Pursuant to Education Code Section 47641, the Charter School has not elected to participate as an independent Local Education Agency ("LEA") for Special Education services; and therefore, pursuant to Education Code Section 47641, the Charter School is deemed a public school of the LEA granting the charter, here the District, for Special Education purposes. The Charter School may seek to become its own LEA and join a SELPA within California at any time after the first year of operation. In the event the Charter School is accepted as an LEA-member of a SELPA, the Charter School shall provide the District verifiable, written assurances pursuant to Education Code section 47641 of the Charter School's acceptance and



intention to operate as an independent LEA for Special Education purposes. The Charter School shall thereafter comply with the rules and procedures of the SELPA it joins, and the provisions of this Section shall be revised to reflect the Charter School's operation as an LEA separate and independent from the District for Special Education purposes. As a separate and independent LEA for Special Education purposes, the Charter School shall become solely responsible for the provision of Special Education services and compliance IDEIA and California Education Code section 56000 *et seq.* Until such time as the Charter School is approved and operating as an LEA-member of a SELPA, the above provisions of this Section shall continue to apply.

C. Section 504 of the Rehabilitation Act of 1973

1. The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School.
2. The Charter School shall adopt a Section 504 policy, procedure and forms.
3. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District's Director of Student Services in writing of the responsible individual.

This represents the full and final agreement between ACADEMY OF ALAMEDA Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

Dated: \_\_\_\_\_

\_\_\_\_\_

Alameda Unified School District

Dated: \_\_\_\_\_

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ACADEMY OF ALAMEDA Charter School

Attachment A  
AAMS Special Education  
2010/11

<u>DESCRIPTION</u>	<u>DETAIL</u>	<u>AMOUNT</u>
<b>B-25</b> Special Education SELPA Funding (Estimate)		
2010-2011 \$763.00 per ADA at 523	\$ 399,049.00	
Information Systems Subscriptions	\$ 399,049.00	\$ 399,049.00
<b>B-26</b> Special Education Services (Estimate)		
3315-Federal IDEA	\$ 152,549.00	
3360-Federal	\$ -	
6500-State	\$ 6,341,090.00	
7240-Transportation	\$ 592,164.00	
7240-Transportation	-	
Special Ed Encroachment	<u>\$ 7,085,803.00</u>	
Projected P2 ADA	\$ 523.00	
P2 ADA-AUSD w/o Chipman	\$ 9,043.63	
P2 ADA-Total	<u>\$ 9,566.63</u>	
Sp Ed Encroachment per ADA	\$ 740.68	
Special Ed Encroachment	<u>\$ 387,375.17</u>	
(2) Teacher Riembursement (Estimate)	<u>\$ 136,000.00</u>	\$251,375.17
		<u><b>\$650,424.17</b></u>