

SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING BETWEEN THE REDLANDS UNIFIED SCHOOL DISTRICT AND THE GROVE CHARTER SCHOOL

This Special Education Memorandum of Understanding (“MOU” or “Agreement”) is executed this 6th day of August 2024, by and between the Redlands Unified School District (“District”), a public school district organized and existing under the laws of the State of California, and The Grove Charter School, a public charter school operated by The Grove High School, a California non-profit public benefit corporation (collectively, the “Charter School”). The District and the Charter School are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District is authorized by the State of California under the Charter Schools Act of 1992 (Education Code §§ 47600 *et seq.*) to grant petitions to establish charter schools for the purpose of, among other things, developing new, innovative and more flexible ways of educating students within the public school system;

WHEREAS, on January 15, 2019, the District’s Board of Education granted and approved a petition to renew the Charter School’s charter;

WHEREAS, the Charter School is organized in accordance with Education Code section 47641(b) as a public school of the District for purposes of special education;

WHEREAS, the District and the Charter School desire to enter into this MOU to clarify the roles and responsibilities of the Parties with respect to students who are enrolled in and attend the Charter School and are, or may be, eligible for special education and related services under the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), its implementing regulations, and related California law and regulations;

WHEREAS, the District wishes to ensure that state and federal funding provided to the Charter School for special education and related services is spent prudently and for proper purposes consistent with the law; and

WHEREAS, upon execution of this MOU by the Parties, and upon approval by the District’s Board of Education, this MOU shall be affixed to and incorporated by reference into the charter. If the terms of this MOU conflict with the terms of the charter, this Agreement will control while the Charter School will bring any amendments or material revisions to the charter to the District’s Board of Education to achieve consistency.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements described in this MOU, the District and the Charter School hereby agree as follows:

I. TERMS

- A. **Effective Date:** The term of this Agreement is for three (3) years, commencing on July 1, 2024 and ending on June 30, 2027 (“Term”).
- B. **Modification:** Any modification of this MOU must be in writing and executed by duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this MOU.
- C. **Termination:** This Agreement is subject to termination during the Term as specified by law or as otherwise set forth in this Agreement. In the event that the Charter School ceases to operate for any reason during the Term including, but not limited to, voluntary closure and/or non-renewal or revocation of its charter, this Agreement shall terminate, except for those sections surviving termination; provided, however, that in the event of revocation of the Charter School’s charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the Term of this Agreement, whichever occurs first. “Closure” means that all legally required closure processes are completed.

II. DESIGNATED REPRESENTATIVE

- A. **District:** The District’s designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the Board of Education is legally required.
- B. **Charter School:** The Charter School’s designated representative shall be the Head of School or designee who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School’s Board of Directors is required.

III. SELPA MEMBERSHIP

- A. Pursuant to Education Code section 47641(b), the Charter School has elected to be deemed a public school of the District for special education purposes. However, the Charter School reserves the right to apply for membership as a local educational agency (“LEA”) to a special education local plan area (“SELPA”) approved by the State Board of Education and to be deemed its own LEA for the purpose of compliance with special education law. The Charter School shall notify the District within five (5) days of any written, verbal, or electronic communication of its intent to apply to any SELPA and shall immediately inform the District in writing of any acceptance. The Parties agree that this MOU shall terminate as of the date that the Charter School begins operating as an LEA member of the SELPA. Unless and until the Charter School is deemed its own LEA for special education purposes, the Charter School shall comply with the terms of this MOU in addressing the educational needs of students with exceptional needs enrolled in the Charter School.

IV. PROVISION OF SPECIAL EDUCATION SERVICES

- A. Non-Discrimination and Access:** No student shall be denied admission to the Charter School due to his or her disability or suspected disability. The Charter School shall not “counsel out” any student with exceptional needs or any student suspected of having exceptional needs as part of the enrollment process. The Charter School and the District will comply with all applicable state and federal laws governing non-discrimination.
- B. Monitoring and Oversight:** The District will serve as the LEA for the Charter School for the purposes of special education under the framework and parameters of this MOU and, as such, shall have all monitoring and oversight authority of a chartering agency as provided in state and federal law, including, but not limited to, monitoring compliance with state and federal laws; having access to the Charter School’s pupil records; observing the provision of special education and related services to students with exceptional needs; and ensuring that all students with exceptional needs receive special education and related services in conformity with their respective individualized education programs (“IEPs”) as described in the IDEA, its implementing regulations, and related California law and regulations.
- C. Section 504 and ADA:** The Parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education and related services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) or under the Americans with Disability Act (“ADA”). Absent a written agreement by the Parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.
- D. Provision of Services and Coordination of Responsibility:** The Charter School shall be responsible for the provision of special education and related services (including, but not limited to, identification and referral, assessment, convening of IEP team meetings, IEP development and modification, and implementation of education services) to students with exceptional needs who are enrolled in the Charter School.

Should the Charter School not possess the capacity to provide particular staffing, services, and/or resources (e.g., related services) to carry out its responsibilities under this Agreement, such staffing, services, and/or resources may be made available by the District pursuant to a separate agreement mutually agreed upon by the Parties as discussed in Section IV.E.2. below.

- E. Staffing Requirements:** All special education and related services must be provided by qualified personnel who meet state certification, licensing, registration, or other applicable requirements.

1. If necessary due to the limited availability of certain types of special

education staff, the Charter School may seek out and oversee contracts, consistent with state and federal law, with outside persons or agencies for the provision of special education and/or related services to serve students of the Charter School; provided, however, the Charter School shall provide advance written notice to the District before contracting with any such outside person or agency.

2. The Charter School may request related services (e.g., psychological assessments, counseling, occupational therapy, adapted physical education, nursing, etc.) from the District, on a “fee-for-service” basis, by submitting written requests to the District. The provision of such related services on a “fee-for-service” basis may be made available by the District at the District’s sole option and via a separate written agreement between the District and the Charter School. The Agreement will specify the related services authorized to be provided by the District and the additional costs incurred by providing those services. The Parties explicitly agree that the District will not seek to impose related service costs, as defined herein, prior to reaching an agreement with the Charter School. The District will ensure that all “fee for service” providers follow the same standard of service that is required of providers of all other District students, including, but not limited to, IEP attendance and the completion of service logs documenting the service provided, the dates in which services were provided, and the goals the services sought to achieve.

- F. **Enrollment:** The Charter School shall provide the District with a list of students with exceptional needs enrolled in the Charter School at the beginning of each school year, update the list on a quarterly basis, and keep the CASEMIS database current.
- G. **Students Leaving the School:** The Charter School shall notify the District when any student with exceptional needs, or any student suspected of having exceptional needs, leaves the Charter School for any reason within thirty (30) days of leaving.
- H. **Notice of Parental Rights and Procedural Safeguards:** The Charter School shall provide the parent/guardian of a student eligible for special education and related services with a notice of parental rights and procedural safeguards in accordance with federal and state laws and District policy, when applicable. Additionally, a copy shall be given to the parent/guardian upon the initial referral of the Charter School student for an assessment, parental request for an assessment, receipt of a due process hearing complaint, receipt of a state complaint, request by the parent/guardian, and in accordance with the discipline procedures of 34 C.F.R. section 300.530(h).
- I. **Identification and Referral:** The Charter School shall have the same responsibility as any other public school of the District to work cooperatively with the District in identifying and referring students who have or are suspected

of having exceptional needs that qualify them to receive special education. The Charter School shall develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, exceptional needs. These policies and procedures will be in accordance with state and federal law and District policy. The Charter School is solely responsible for obtaining the cumulative files, including prior and/or current IEPs and other special education information, for any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District.

- J. Assessment:** The Charter School shall conduct all necessary special education assessments of Charter School students including, but not limited to, initial assessments, annual assessments, triennial assessments, and transition assessments, unless the Parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and will comply with state and federal law and regulations. Further, all such assessments shall be conducted in the same manner that the District conducts assessments of its students. No assessments shall be conducted online and/or on any virtual platform.

The Charter School shall not conduct any assessment without first obtaining the written consent of the parent/guardian. If a parent/guardian refuses to consent to an assessment that the Charter School believes is required to provide the student with a free appropriate public education (“FAPE”), the Charter School shall immediately notify the District.

- K. Independent Educational Evaluations:** The Charter School shall notify the District immediately upon receiving a request from a parent/guardian to fund an independent educational evaluation (“IEE”). The Charter School shall also consult with the District prior to denying such a request or agreeing to fund, reimburse, or refer a student for an IEE requested by a parent/guardian.

- L. Transfer Within District:** When a student who is eligible for special education transfers from a District school to the Charter School, the Charter School shall immediately notify the District and ensure that the school-of-origin has forwarded the student’s records to the Charter School.

- M. Transfer from Outside of District:** For students with a current IEP who enroll in the Charter School from a school outside of the District during the regular school year, the Charter School shall provide each student with an interim placement in accordance with Education Code section 56325. The Charter School shall immediately notify the District of any student who might fall into this category.

- N. Individualized Education Programs:**

1. IEP Team Membership. IEP team membership shall be in compliance with state and federal law and shall, at the option of the District, include a designated representative of the District. A designated District representative shall notify the Charter School of the District’s

participation in any IEP meeting. The Charter School may also request the presence of a designated District representative at any IEP meeting to facilitate a student's transition or if the Charter School determines that District designee is necessary to protect the Charter School and/or the District from legal challenge.

2. IEP Meetings. The Charter School shall be responsible for arranging and/or scheduling IEP meetings, which shall be convened in accordance with applicable law. The Charter School shall adopt and implement best practices, policies and procedures that align with District policies and procedures to ensure that IEPs are developed, maintained, and reviewed for all students with exceptional needs enrolled in the Charter School.
3. IEP Contents. The Charter School shall use District/SELPA forms to complete the IEPs. Each IEP must contain all components required by federal and state law including, but not limited to, the following: a statement of the student's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the student; an explanation of the extent, if any, to which a student will not participate with non-disabled students; the dates, frequency, location, and duration of services for the student; a statement of how the student's progress toward his or her annual goals will be measured; a statement of accommodations that are necessary to measure academic achievement and performance on state and District testing; and transition goals and services for students 16 or older.
4. Parent/Guardian Consent to IEP. The Charter School may not implement an IEP to which a parent/guardian has not provided written consent. If a parent/guardian consents to only part of an IEP, the Charter School must implement the portion of the IEP to which the parent/guardian consented. The Charter School shall immediately notify the District any time a parent/guardian refuses to consent to any portion of an IEP.
5. Eligibility and Placement. Decisions regarding eligibility, annual goals/objectives, program, placement, services, and exit from special education shall be the decision of the IEP team made during a legally-constituted IEP team meeting. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures, and requirements of the District, SELPA, and applicable law. Whenever the Charter School proposes to initiate, or refuses to initiate or change the identification, evaluation, or educational placement of a Charter School student, the Charter School must provide the parent/guardian with prior written notice of such action in accordance with the requirements of 34 C.F.R. section 300.503.
6. Referrals to Non-Public or Private Schools/Unilateral Placement. The Charter School shall not make referrals for placement at non-public

schools, private schools, or residential placements without first consulting with the District. If a parent/guardian unilaterally places a student in a non-public school, private school or residential placement, the Charter School shall immediately notify the District upon learning such information.

- O. Transition Services.** The Charter School shall ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District.
- P. Transportation.** The Charter School shall be responsible for providing transportation, at its own expense, to any student of the Charter School if required by the student's IEP.
- Q. Independent Study.** The Parties acknowledge, understand and agree that no student with exceptional needs may participate in independent study unless his or her IEP specifically provides for that participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team acting in a legally-constituted IEP team meeting.

V. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

- A. Suspension and Expulsion:** The Charter School shall have discipline policies that comply with all applicable portions of the Education Code and 34 C.F.R. sections 300.530 *et seq.*

VI. DISPUTE RESOLUTION

- A. Parent/Guardian Concerns:** The Charter School shall instruct parents/guardians to raise concerns regarding special education and related services to Charter School staff. The Charter School shall immediately notify the designated District representative of any concerns related to special education and related services. The Charter School shall provide a written summary of the parent/guardian concerns to the District. The Charter School's designated representative, in direct consultation with the District's designated representative, shall respond to and address the concerns of the parent/guardian. To the extent that any parent/guardian concerns regarding special education are in the form of a written complaint, the procedures set forth in Subsections B, C, and D below shall be used.
- B. Complaints:** The Charter School shall immediately notify the District of any complaints that are lodged with the Charter School or with any local, state, or federal governmental agency or body involving special education and shall immediately send a copy of the complaint to the designated District representative. In consultation with the Charter School, the District shall investigate, address, and respond to all complaints. The Charter School shall cooperate fully with requests from the District for information and documentation related to such complaints.

- C. Due Process Hearings/Mediations:** In consultation with the Charter School, the District may file a due process complaint related to the provision of a FAPE to a Charter School student as the District determines is legally necessary to meet its responsibilities under federal and state law. The Charter School shall cooperate in all aspects related to the filing of the due process complaint and corresponding proceedings.

In the event a parent/guardian files for a due process hearing, the Charter School shall forward to the District a copy of the due process complaint and a copy of the student's file. The District and the Charter School shall cooperate to defend against a due process complaint brought by a student enrolled in the Charter School, and will work to resolve the matter at an early stage if advisable. The Charter School shall cooperate in all aspects of preparing for and conducting the due process hearing, including making the staff of the Charter School available. The Charter School shall be afforded a reasonable opportunity to participate in mediation and decision-making regarding such hearings and any legal proceedings.

D. Responsibility for Fees and Costs of Legal Representation.

1. Legal Representation Defined. For purposes of this Subsection D, the term "legal representation" shall include, but is not limited to, legal counsel's review and analysis of any complaints and corresponding documents involving the Charter School and/or the District, preparation of any written responses to such complaint(s) and corresponding documents, and representation in the formal and/or informal resolution of such complaint(s).
2. Joint Legal Representation. In the event the District determines legal representation is needed in connection with any complaint, filing, due process hearing, mediation, or court proceeding contemplated in Subsections B and C above, the Charter School shall be jointly represented by District legal counsel, unless there is a conflict of interest, and Charter School shall be solely responsible for the fees and costs of the District's legal counsel associated with such representation, except as provided in Subsection D.4 below.
3. Separate Legal Representation. If either party determines, due to a conflict of interest or any other reason, that separate counsel is needed at any time related to a special education complaint, the Charter School shall be responsible for the fees and costs of both its legal counsel and the District's legal counsel, which shall be in addition to its responsibilities for other costs as set forth in this Agreement, except as provided in Subsection D.4 below.
4. Enrollment in District School and Charter School. Notwithstanding the Parties' obligations as described above, if the complaint relates in any way

to the provision of special education and related services to a Charter School student who was enrolled in both a District school and the Charter School for any period of time during the applicable statute of limitations period, the District and the Charter School shall secure separate legal representation. Charter School shall be responsible for the fees and costs of both its legal counsel and the District's legal counsel, except as follows:

The District will be responsible for the fees and costs of its own legal counsel that relate directly to issues alleged in the complaint that are limited to the time period that the student was enrolled in and attending a District school during the applicable statute of limitations period.

5. With respect to any complaint(s) lodged by a parent/guardian involving the provision of special education and related services to a Charter School student, the Charter School shall be responsible for all prospective special education and related services, compensatory education, reimbursement and any other damages awarded by a due process hearing officer or court including attorney's fees and costs that may be awarded based on the Charter School's failure to comply with the law.

VII. TRAINING AND SELPA REPRESENTATION

- A. **Training:** The Charter School shall ensure that all staff is trained, at least on an annual basis and prior to the start of each school year, in the substantive and procedural requirements of applicable federal and state special education laws and District policies and procedures at its own expense.
- B. **SELPA Activities and Meetings:** The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions and policies shall be communicated to the Charter School as they are to all other schools within District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information will be made equally available to the staff of the Charter School. The District shall make reasonable efforts to inform Charter School staff of any such training opportunities.
- C. **SELPA Requirements:** The Charter School agrees to adhere to the policies and procedures of the SELPA, which shall be in addition to the policies and procedures of the District.
- D. **Quarterly Meetings:** The Charter School's designated representative shall meet with the District's designated representative on a quarterly basis to review the programs and services provided by the Charter School and the District. Such meetings shall be held at the District office unless otherwise mutually agreed upon by the Parties.

- E. Quarterly Site Visits:** The District's designated representative shall make site visits to the Charter School on a quarterly basis or as needed. The Charter School shall ensure that a site representative is available to assist the District's designated representative during the visits. The District's designated representative shall be provided full access to all records and files at the site and shall be permitted to observe services, programs, and instruction, and consult with Charter School staff regarding same.

VIII. FUNDING

- A. District Reimbursement of Actual Costs:** The District shall receive all state and federal special education revenues generated by student attendance in the Charter School. From these revenues, the District shall reimburse the Charter School for the actual costs associated with providing special education and related services to students. The Charter School shall also be entitled to funding and services provided by the SELPA to the extent that such funding and services are made available to schools within the District.

The Charter School shall submit a detailed list of all expenses (i.e., staffing, resources, and services) as line items prior to reimbursement. The District will review all line items to confirm the expenses are reimbursable. The District shall reimburse the Charter School for all approved expenses within thirty (30) days of receipt of appropriate documentation. Should the District determine that an expense is unlawful or not supported by the documentation provided by the Charter School, the District shall notify the Charter School within thirty (30) days of receipt of the original documentation supporting the expense. The Charter School will then have an opportunity to provide further documentation to the District to demonstrate that the expense is reimbursable. If the District receives appropriate supplemental documentation to support the expense, it will provide reimbursement to the Charter School within thirty (30) days of receipt of such documentation.

- B. Excess Costs:** To the extent the Charter School's special education program costs exceed the amount of state and federal revenues generated by student attendance in the Charter School for the current fiscal year, any excess costs associated with providing special education and related services to the Charter School students shall be borne by the Charter School. In no event shall the Charter School be entitled to reimbursement of excess costs.
- C. Waiver of Responsibility to Share in Special Education Encroachment:** In exchange for the Charter School's agreement to cover all costs in excess of special education revenues generated by the Charter School enrollment, the District agrees that the Charter School shall not be responsible for sharing in District-wide special education encroachment described in Education Code section 47646(c).
- D. Annual Budget:** By March 15 of each year, the District will provide the Charter School with an estimate of the subsequent year's special education revenues

generated by the Charter School's enrollment. Based on this estimate, the Charter School shall develop its proposed budget to include its projected special education costs for the subsequent year. The projected special education budget for the subsequent year shall be submitted to the District by April 30. The estimate provided by the District shall not be binding and the Charter School shall be fully responsible for its actual costs.

- E. Record-Keeping:** The District and the Charter School shall keep detailed records of all services provided and costs incurred for the provision of services and shall make such records available to the other party's designated representative upon receipt of 48-hour notice. Both Parties shall promptly mail to one another copies of any records specifically requested by the party's designated representative.

IX. INDEMNIFICATION

- A.** The Charter School agrees to defend, indemnify, and hold harmless the District, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the Charter School's negligent or wrongful acts or omissions in the performance of this Agreement or the Charter School's failure to comply with the IDEA, related California law, and their corresponding implementing regulations.
- B.** The District agrees to defend, indemnify, and hold harmless the Charter School, its Governing Board members, officers, directors, agents, and employees from any and all claims, damages, losses, causes of action, suits, and demands, including reasonable attorneys' fees and costs, incurred in connection with, arising out of, or resulting from the District's negligent or wrongful acts or omissions in the performance of this Agreement.

X. NOTIFICATION

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

To District at:

Redlands Unified School District
Juan Cabral, Superintendent
20 W. Lugonia Avenue
Redlands, CA 92374
juan_cabral@redlands.k12.ca.us

To the Charter School at: **The Grove Charter School**
Dr. Michelle Sweezey,
Head of School
200 Nevada Street
Redlands, CA 92373-5385
michelle.sweezey@thegroveschool.org

XI. MISCELLANEOUS

- A. Amendments:** This MOU may be altered, amended, changed, or modified only by agreement in writing executed by authorized representatives of both the Charter School and the District and including a specific reference to this MOU and the section to which it alters, amends, or modifies.
- B. Severability:** If any provision or any part of this MOU is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- C. Non-Discrimination:** The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical and/or mental disability, marital status, or national origin in the operation of the Charter School.
- D. Assignment:** This MOU shall not be assigned by either party without the prior written consent of the other party, provided that the Charter School may, without the consent of the District, delegate the performance but not responsibility for such duties and obligations of the Charter School as specifically set forth herein.
- E. No Waiver:** No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- F. Survival:** All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- G. Entire Agreement:** This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.

- H. Board Approval.** This Agreement shall become effective upon the approval or ratification by the District's Board of Education and the Charter School's Board of Directors.
- I. Recitals:** The Parties agree that the recitals set forth above are true and correct and are incorporated as essential terms of this MOU.
- J. Governing Law:** This MOU shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this MOU shall be filed and heard in a court of competent jurisdiction in the County of San Bernardino.
- K. Signatures:** The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the party so noted below.
- L. Counterparts:** This MOU may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

AGREED:

Dated: _____

Juan Cabral, Superintendent
REDLANDS UNIFIED SCHOOL DISTRICT

Dated: 7/18/24



Michelle Swezey, Head of School
THE GROVE CHARTER SCHOOL

Date of District Board Approval: _____