

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**EUREKA CITY SCHOOLS AND**

**ALDER GROVE CHARTER SCHOOL**

This Memorandum of Understanding (“MOU”) is executed between the Eureka City Schools (“District”) and Alder Grove Charter School (“AGCS”), a California nonprofit public benefit corporation operating Alder Grove Charter School 2 (the “Charter School”), a public charter school. The District, AGCS, and the Charter School are collectively referred to as “the Parties.” The following provisions govern the provision of special education services to Charter School students.

**RECITALS**

WHEREAS, AGCS is a California nonprofit public benefit corporation that operates the Charter School, a public charter school existing under the laws of the State of California and under the authorization and supervisory oversight of the District. AGCS shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and where this Agreement obligates the Charter School to a particular course of action, AGCS is coextensively required to fulfill such obligation;

WHEREAS, this MOU is intended outline the Parties' agreements governing their respective fiscal, administrative, and legal responsibilities and their legal relationship and other matters of mutual interest related to special education and related services and compliance with the Individuals with Disabilities in Education Act (“IDEA”) and Section 504 of the Rehabilitation Act (“Section 504”).

WHEREAS, by signing below, the Parties intend and agree that this MOU governs the relationship between District, AGCS, and Charter School regarding all special education matters, and if the terms of this MOU conflict with the terms of the Charter document, this MOU will control the handling or resolution of the particular issue in question. In addition, if the Charter is silent on an issue addressed by this MOU, this MOU shall control.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, AGCS, the Charter School, and the District do hereby agree as follows:

**A. Term.**

This MOU shall commence on July 1, 2026, and continue for such period that the Charter School operates as a public school of District for purposes of special education in accordance with Education Code Section 47641, subdivision (b), or through June 30, 2029, whichever date is earliest.

**B. Special Education Services.**

- 1. Local Education Agency Status.** Pursuant to Education Code section 47641, subdivision (b), the Charter School shall be considered a "public school" of the

District for purposes of compliance with federal and state special education laws. The District is a member of Humboldt-Del Norte Special Education Local Plan Area ("SELPA"). The Charter School may seek to become its own local education agency ("LEA") within the SELPA, or another approved SELPA, pursuant to Education Code section 47641(a) in the future. If the Charter School is accepted as an LEA-member of a SELPA, and the Charter School's Charter Petition is appropriately revised in accordance with state law and policy, the Charter School shall thereafter comply with the rules and procedures of the SELPA it joins, and the provisions of this MOU shall cease to be in effect pursuant to Paragraph A. The Parties may enter into a separate MOU reflecting the Charter School's operation as an LEA separate and independent from the District for special education purposes. During the Term of the MOU pursuant to Paragraph A the terms of this MOU shall govern the provision of special education services to Charter School students and funding thereof. If the Charter School is accepted as an LEA-member of a SELPA, the AGCS Board of Directors shall approve a non-material revision of the charter to reflect the change in status and submit the updated revision to the District for its records.

2. **Division and Coordination of Responsibility.** Charter School shall be solely responsible for ensuring that all students entitled to special education services will receive special education and related services appropriately and in accordance with SELPA and District policies and procedures through its own personnel or contractors or on a fee for service basis with the SELPA or the District. The Charter School assumes any and all responsibilities otherwise attributable to the District to ensure that eligible Charter School students receive special education and related services in the same manner as any other student of the District and in accordance with applicable law. Charter School and the District intend that Charter School will be fully and solely responsible for the provision of special education services (including, but not limited to, identification, evaluation, Individualized Education Program ("IEP") development, implementation, and modification) to Charter School students. The Parties may agree to contract with one another to share special education resources on a fee for service basis pursuant to a separate written agreement between the Parties.
3. **District and SELPA Policy.** As a school of the District for purposes of special education, the Charter School shall comply with all District and SELPA policies, procedures and other requirements regarding special education. The Charter School shall obtain all District and SELPA policies, procedures, and forms regarding special education from the District and the SELPA annually. At least annually, the Charter School shall be responsible for training its employees on District and SELPA policies, procedures, and forms.
4. **IDEA.** The Charter School will comply with the IDEA and State special education laws governing the identification, determination, provision, and financing of special education placement and services for all students enrolled at the Charter School. The Charter School will also ensure that no student is denied enrollment on the basis of special education status or disability. The District shall

have no responsibilities under the IDEA for students enrolled in the Charter School.

5. **FAPE.** The Charter School shall ensure that all students with disabilities enrolled in Charter School are provided with a free and appropriate public education ("FAPE") in compliance with all applicable laws and regulations including the IDEA, State special education laws and implementing regulations. The District shall have no responsibility to provide students enrolled in the Charter School with a FAPE.
  
6. **Pre-Referral Process and Interventions.** Charter School shall implement a process (e.g., a Student Study Team) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions are utilized and exhausted when legally possible before Charter School refers the student for a special education evaluation. Charter School understands that this process, and any interventions employed prior to a referral for special education evaluation, are general education functions that are Charter School's sole responsibility. Charter School further understands that any failure to timely refer a student enrolled in the Charter School for evaluation under the IDEA that results in liability shall be the sole responsibility of the Charter School, and the District shall have no responsibility related to the same.
  
7. **Child Find ("Search and Serve" Notices).** Charter School shall include a notice to students and parents on its website and/or handbook notifying them of Charter School's responsibility to "search and serve" students who need or are believed to need special education services. The Charter School's notice shall make clear that the Charter School, not the District, is responsible for identification of and service to students enrolled the Charter School for special education. The Charter School's Director of Special Services shall be identified, including contact information, and shall be the contact person for parents of Charter School students inquiring about special education evaluation, eligibility, and/or services.
  
8. **Identification and Referral.** The Charter School shall comply with the IDEA, California law, and District and SELPA policies and procedures for identification and referral of students for special education. The Charter School has developed and will maintain and implement policies and procedures to ensure appropriate identification and referral of students who have, or may have, such exceptional needs such that identification and eligibility for special education may be appropriate under state and federal law. The Charter School shall be solely responsible for obtaining all relevant pupil records related to any enrolling student. The District shall respond to Charter School requests for records for former District students in the same manner as it would respond lawfully to any other request for student records from another LEA. The Charter School shall not rely on any special education or other pupil records indicating a disability or

eligibility for special education as a basis for declining admission to a prospective student.

9. **Assessments.** The Charter School, or its contracted service provider(s), if applicable, shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments, and reassessments in accordance with State and Federal law. The Charter School may not conduct any assessment without first obtaining the written consent of the Parent/Guardian or of the Student (18 or over), subject to any consent override procedures under State and Federal law.
10. **Individualized Education Programs (IEPs).** Decisions regarding eligibility, areas of need, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team, with final determination and offers of FAPE residing with the Charter School. The Charter School will ensure that all Charter School teachers and staff who provide services to a student with a disability are knowledgeable of the content of the student's IEP and implement the IEP appropriately, including all accommodations, modifications, supports for instruction, goals and objectives, data collection and progress reporting. The Charter School shall ensure it monitors and reports progress towards IEP goals in the same interval as progress is reported to general education students or as appropriate to ensure all students are provided with a FAPE.
11. **IEP Meetings and IEP Implementation.** The Charter School shall arrange necessary IEP meetings in accordance with District and SELPA policies, procedures and applicable law. IEP team membership shall be in compliance with State and federal law and shall include a designated Charter School administrator; general education teacher(s); special education teacher(s); at least one special education provider of the student (if applicable), who may be a Charter School employee or a service provider contracted by Charter School; and an individual who can interpret instructional implications of assessment results, as needed. The Charter School is obligated to implement the student's IEP in accordance State and Federal law and in accordance with District and SELPA policy and procedures. The Charter School may seek to contract with the SELPA for services for a fee in the same manner as the District. The District shall have no responsibility for convening IEP team meetings, implementing IEPs, or otherwise facilitating compliance with state and federal law for students enrolled in the Charter School, except as appropriate within the District's oversight responsibilities as the Charter School authorizer.
12. **Nondiscrimination.** Charter School shall ensure that no student otherwise eligible to enroll in the Charter School will be denied admission or enrollment to the Charter School due to his or her disability, eligibility for special education and related services, or the Charter School's inability to provide necessary services. The Charter School shall ensure that no qualified student with a disability is excluded from participation, denied the benefits of, or otherwise subjected to

discrimination under any program of the Charter School, solely on the basis of his/her disability. The Charter School expressly acknowledges its obligation to ensure FAPE for any and all students who seek admission in or are enrolled in the Charter School, regardless of whether the students can access the Charter Schools standard educational programming due to their disability.

- 13. Independent Study.** It is understood that in accordance with Education Code section 51745(c), a student who is eligible for special education and related services may participate in independent study if the student's IEP specifically provides for such participation and with the parent's consent. The determination of the appropriateness for a particular student shall be made by the student's IEP team. The Charter School acknowledges that it may not decline enrollment to a student eligible for special education on the basis that the student cannot receive FAPE in independent study. If a student cannot receive FAPE in independent study, the Charter School is legally obligated to develop and implement an appropriate program for student that provides a FAPE. The District shall have no responsibility for funding, developing, or implementing such a program for a student enrolled in the Charter School. If a student cannot receive FAPE in independent study, the Charter School shall find, fund and/or develop and implement an appropriate program for student that provides a FAPE.
- 14. Alternative Placements.** The Charter School shall not place a student in a program of the District or SELPA, and the District shall not place a student in the Charter School, through the IEP process or otherwise, without the prior involvement and express written consent of the other party.
- 15. Referral to Nonpublic Schools, Nonpublic Agencies or Private Schools.** The Charter School IEP team may offer placement in an alternative placement and shall assume sole responsibility for funding and implementation of placement. If a parent unilaterally places a Charter School student at a nonpublic school, nonpublic agency, private school, or in a residential placement and requests funding from the Charter School for such unilateral placement, the Charter School shall be solely responsible for responding to parents as required by law. The District shall have no responsibility related to the student's placement or funding thereof.
- 16. Revocation of Consent.** If, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student informs Charter School that they wish to exit the student from special education, Charter School shall ensure such revocation of consent for the continued provision of special education and related services is in writing. Should a parent or guardian revoke consent to special education and related services in writing, Charter School shall provide prior written notice to the parent in accordance with Section 300.503 of the Title 34 of the Code of Federal Regulations and thereafter may not continue to provide special education and related services to the child.

17. **Student Discipline.** Charter School shall ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and federal law and District and SELPA policies.
18. **Complaints and Correspondence Regarding Special Education.** The Charter School shall address/respond to/investigate all complaints received under the Charter School's Uniform Complaint Procedure ("UCP") or through the California Department of Education ("CDE"). Other than the District's oversight responsibilities as the Charter School Authorizer, the District shall have no responsibility related to complaints against the Charter School related to special education.
19. **Initiating Due Process Requests.** The Charter School may initiate a due process hearing related to the provision of FAPE to a Charter School student if the Charter School determines it is legally necessary to meet the Charter School's responsibilities under federal and State law and regulations. The Charter School will be fully responsible for payment of its attorney fees in preparing, filing and prosecuting the case. The District shall not have any responsibility related to a due process request initiated by the Charter School.
20. **Defending Due Process Requests.** Charter School shall indemnify and defend the District against any due process complaint, or other action, filed against Charter School and/or the District regarding special education, including, but not limited to, eligibility, placement and services, for a student who is or was enrolled in Charter School during any time period(s) at issue. The Charter School shall seek dismissal of the District at the earliest time possible after a due process complaint or any other action, is initiated against the District related to a student enrolled in the Charter School. In the event that District determines that representation of the District from legal counsel is needed, District and Charter School shall be jointly represented by Charter School's legal counsel with all legal costs covered by the Charter School, unless the District wishes to have separate legal counsel at its own cost. In such cases, District and Charter School shall be separately and solely responsible for all attorneys' fees and costs associated with the legal counsel selected by the respective party. Charter School and District staff and administrators shall cooperate in the defense, even if represented by separate legal counsel. The District shall be solely responsible for defending any due process claim filed against the District for any time period or periods in which the student is enrolled in the District.
21. **Special Education Trainings. Applicable** Charter School staff may attend all SELPA sponsored special education related professional development/training opportunities.
22. **Special Education Funding.** The Parties agree that, pursuant to the division of responsibilities set forth in this MOU, Charter School has elected to be solely responsible for the provision of all special education services to Charter School

students despite being a school of the District pursuant to its charter petition. Therefore, State and federal special education revenues generated for special education for the Charter School will be disbursed from the SELPA through the District to the Charter School within five business days of receipt. The Charter School is responsible for all excess costs beyond that which is funded by special education revenue. The District shall not be financially responsible for any special education or related services for students enrolled in the Charter School at any time or for any reason.

- 23. Charter School Contribution to District Special Education Costs.** The Parties agree that the Charter School's agreement to assume all costs for special education and related services, including the Charter School's payment of all excess costs beyond the state and federal special education revenue fully satisfies any and all obligation under Education Code Section 47646(c) to contribute to District-wide special education costs.
- 24. Section 504 and the Americans with Disabilities Act.** The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office of Civil Rights mandates for students enrolled in the Charter School. The Charter School is solely responsible for its compliance with Section 504 and the ADA, and special education funds may not be used for any such services or compliance. The Charter School shall ensure that no qualified person with a disability is, solely on the basis of the disability, excluded from participation, denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms.

In the case of pending student discipline of an eligible student who receives Section 504 accommodations, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students.

The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

- 25. Indemnification.** Charter School shall indemnify, defend upon request, and hold harmless, the District, its board members, employees, as agents, from and against any and all liability, costs, complaints, and claims arising from the acts or omissions of the Charter School, its governing board, officers, employees, or agents, related to the Charter School's responsibility for and provision of special education services to students enrolled in the Charter School. This indemnification shall include the legal defense of the District and its board members, employees and agents against special education due process hearing requests and/or complaints to State or federal agencies regarding Charter School students related to the time period enrolled in the Charter School. The Charter School shall indemnify the District, its Board members, employees, and agents against any remedies, including compensatory education, reimbursement, and/or

money damage, including attorneys' fees and costs, that may be awarded to a student and/or their parents, or agreed to by the Charter School, for failure to comply with procedures, or provide appropriate and/or compliant special education services. This indemnification agreement shall not include liability, costs, complaints, and claims arising from the actions or omissions of the District, its board members, employees, agents, or contractors.

**C. Miscellaneous Provisions**

1. **Amendments.** The Parties may mutually agree to modify this Agreement. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, and approved by the governing board of each party. Such modification must specifically indicate the parties' intent to modify or amend this Agreement.

2. **Notification.** Except as may otherwise be specified in this Agreement, all notices, requests and other communication under this Agreement shall be in writing and mailed to the proper address as follows:

**To District:**

Eureka City Schools  
Attention: Superintendent  
2100 J Street  
Eureka, CA 95501  
Phone: 707-441-2400  
Fax: 707-476-1725

**To the Charter School:**

Alder Grove Charter School  
Attention: Director of Special Services  
714 F Street  
Eureka, CA 95501  
Phone:707-268-0854

3. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party.

4. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

5. **Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Humboldt County Superior Court.

6. **Interpretation.** The language of this Agreement shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, the Parties shall be treated as equally responsible for such ambiguity. If any term of this Agreement is in conflict with the Charter School's Charter, this Agreement controls.
  
7. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties acknowledge that no one has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation, or warranty.
  
8. **Binding Effect.** This Agreement is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in this Agreement.
  
9. **Survival of Covenants.** Notwithstanding termination of the Agreement, the responsibilities of the Parties pursuant to California Education Code section 47646 shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
  
10. **Authority.** By signing below, each person warrants and guarantees that she/he is the designated representative of, and legally authorized to execute this Agreement on behalf of, the designated entity and that such execution shall bind the designated entity to the terms of this Agreement subject to ratification by the Parties respective governing boards.
  
11. **Counterparts.** This Agreement may be signed in counterparts such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
  
12. **Subject to Ratification by Governing Boards.** This entire Agreement is subject to approval/ratification by the respective governing boards of the District and Charter School.

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IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the dates shown below.

**FOR DISTRICT:**

**FOR CHARTER SCHOOL:**

\_\_\_\_\_  
Gary Storts, Superintendent

\_\_\_\_\_  
Tim Warner, Superintendent/  
Executive Director

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2026, by the Board of Trustees of the Eureka City Schools by the following vote:

Approved and ratified this \_\_\_\_ day of \_\_\_\_\_, 2026, by the Board of Directors of AGCS, by the following vote:

AYES: \_\_\_\_\_

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

NOES: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Abstentions: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Secretary to the Board of Directors