

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered between Alison Rose (“Service Provider”) and the AIMS K-12 College Prep Charter District (“Charter”). Service Provider and Charter may be collectively referred to as the “Parties” or individually as a “Party.” This MOU shall be effective as of the date of the last-executed signature below. This MOU is regarding the provision of consultation services by Service Provider to Charter.

### **1. Purpose of MOU**

**Whereas**, Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area (“SELPA”) does not limit a local educational agency’s (“LEA”), including a charter school’s, authority to contract for special education consultation, services or assessments.

**Whereas**, Service Provider is willing to contract with Charter to provide consultation services;

**Whereas**, Charter is a charter school deemed an LEA for the purposes of special education under Education Code Section 47640 and is a member LEA of the El Dorado Charter SELPA.

**Whereas**, Charter seeks to contract with Service Provider in order for Service Provider to provide consultation services.

### **2. MOU Must be Renewed Annually**

This MOU shall be in effect for the period beginning May 24,2022 to June 30, 2023. This MOU may be renewed at the end of that period by following the “Submission Procedures” set forth in **Section 3** of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

### **3. Submission Procedures**

Unless there is a documented change in writing and agreed to by both parties, all services contracted for under this MOU will run for a period of one year, from May 24,2022 to June 30, 2023. On or before May 30, 2023 Charter shall submit a written request for renewal of the contract to Service Provider.

On or before June 15, 2023, Service Provider shall provide Charter with a written response to the request. The Service Provider’s response shall specify whether the Service Provider is willing to provide all, some, or none of the services requested. If Service Provider is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. Service Provider’s written response shall include a rate schedule for all requested services.

**4. Scope of Services**

The Parties agree that Service Provider shall provide consultation services. All services will be provided via zoom unless otherwise agreed to by the Parties. The Parties will mutually identify a schedule specifying the time, day that Service Provider is available to complete activities.

Timeline	Activity
May 24-25	Attend New Partner Induction
June 17	Initial meeting with team
July 8 and weekly thereafter	Meet with SPED director
July 11-12	Panel Interviews and contracting information for service providers
Meeting TBD with fiscal and SPED director	Create a Budget
By the first day of school	Development of procedures/processes to secure and maintain Sped files
By the first day of school	Establish Sped service delivery model (visual w/ Tier breakdown)
TBD	Establish reporting process (templates and guidelines checklist)
TBD	504 Plans
TBD	ERMHS processes
Monthly meetings	a. Director and Compliance Manager b. Director/Compliance Manager and CALPADS team and c. Director and Fiscal Staff

It will be the responsibility of the Service Provider to track the above hours and provide invoices to the Charter.

Renegotiation and resubmission shall be completed within 30 days of written notification and prior to Service Provider completing or invoicing for additional services not otherwise included in this contract.

**5. Rate Schedule**

The Parties agree that the services set forth in **Section 4** shall be billed at \$85/ hour.

## **6. Payment for Services**

Services shall be billed on a monthly basis. At the end of each monthly billing period, Service Provider will provide Charter with an invoice for the services provided and/or offered under this MOU. The invoice will show the specific services provided during the billing period and the fees for those services.

Charter shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the Charter within forty-five (45) days of the receipt of the invoice, the Charter agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. Service Provider shall bill the LEA for the interest. Failure by Charter to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination of this MOU.

## **7. Staff Absences**

Charter acknowledges that the services provided by Service Provider under this MOU will be provided for the entire school year and that Service Provider will be adjusting their calendar as appropriate.

As such, the Parties agree that the Service Provider shall be reimbursed for any services offered by Service Provider when cancellation is needed if notice is given the day of the meeting and no other items can take the place of the canceled meeting.

## **8. Termination**

Either Charter or Service Provider may terminate this MOU by providing the other party with thirty days (30) written notice except that Service Provider may terminate this MOU by providing Charter with written notice that it is unable or unwilling to provide the requested services pursuant to **Section 3** of this MOU.

## **9. Service Provider and Charter Are Independent Contractors**

Charter and Service Provider are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

## **10. Non-Exclusive Agreement**

The Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict Charter from contracting for services with other LEAs, nor shall it restrict Service Provider from providing services to other LEAs, including other charter schools.

## **11. Indemnification and Hold Harmless**

Charter and Service Provider shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

**12. Responsibility for Litigation Costs**

In the event of any compliance complaint, due process hearing request, or other litigation based on, arising from, or connected to the provision of services under this MOU, the Parties shall negotiate an agreement specifying how legal costs, including attorney's fees, are to be shared between the Parties.

**13. Meet and Confer**

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial attempt to resolve the dispute is not successful, the Parties may, by mutual agreement, participate in alternative dispute resolution.

**14. Severability/Waiver**

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

**15. Execution of MOU Electronically and In Counterparts**

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

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

By: \_\_\_\_\_

Superintendent Maya Woods  
For AIMS K-12 College Prep Charter School District

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

By: \_\_\_\_\_  
Alison Rose  
Service Provider