

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered between Jack Stanley Correia (“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 psychoeducational assessments/ evaluations for 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 services or assessments.

Whereas, Service Provider is willing to contract with Charter to provide psychoeducational evaluations to students enrolled in Charter;

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’s personnel to provide psychoeducational evaluations.

2. MOU Must be Renewed Annually

This MOU shall be in effect for the period beginning on September 19, 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 September 19, 2022 to June 30, 2023. On or before May 30, 2023, Charter shall submit a written request for renewal of the contract to the 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 full psychoeducational evaluations, including a written report, and presentation of that report at an IEP meeting.

The services may be modified by mutual agreement of the Parties. All services will be provided at the school site unless otherwise agreed to by the Parties. The Parties will mutually develop a schedule specifying the time, day that Service Provider is available to complete the above listed activities.

5. Rate Schedule

The Parties agree that the services set forth in **Section 4** shall be billed as follows:

- Standard processing and intellectual assessment \$ 3,000
- Academic assessments \$1000

6. Service Provider's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Service Provider shall have the following responsibilities:

- a. Ensure that staff members conducting the psychoeducational evaluation will assist with the drafting of proposed goals and objectives for review and approval by the Student's IEP team;
- b. Notify Charter if it has reason to believe/ recommend that any Student who is being evaluated requires additional evaluation, change of placement or services, prior to an IEP team meeting;
- c. Ensure that staff members conducting assessments are available to attend IEP meetings or other meetings regarding Student;
- d. Ensure that all staff working with Student possess appropriate and current credentials and certifications; and
- e. Be responsible for all employee related issues and discipline.

7. Charter's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, Charter shall have the following responsibilities:

- a. Provide Service Provider with copies of all relevant student records including but not limited to Student's current IEP, most recent assessments, ELPAC scores, schoolwide assessments such as I ready, and any additional information necessary to complete the assessment.

- b. Provide at least 50 days of notice by sending a signed assessment plan to Service Provider via email;
- c. Schedule, convene, and conduct, all IEP meetings for Student; and
- d. Provide timely notice to Service Provider when there is a change in Student's enrollment status at Charter, and/ or if Student has been suspended or expelled.

8. 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 pursuant to **Section 11** of this MOU.

9. Student 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 modifying its staffing and/or caseloads in order to provide psychoeducational evaluations to students.

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

10. 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.

11. Charter Solely Responsible For Providing FAPE to Student

The Parties agree that the Charter remains the LEA responsible for ensuring that Student receives FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the Student is receiving related services from Service Provider pursuant to this MOU. The Parties further agree that Service Provider, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code, section 56369. The

Parties also agree that this MOU does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to Service Provider.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Credentials, Licenses and Other Qualifications

Service Provider shall provide all psychoeducational evaluations under this MOU using appropriately qualified staff. Service Provider shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

18. 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.

19. 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: _____

Deborah Woods, Director of Special Education
For AIMS K-12 College Prep Charter School District

Dated: _____

By: _____

Jack Stanley Correia
School Psychologist Service Provider