



AIMS Finance Committee Meeting Item Cover Letter

Item: Special Education Consultant Contract for AIPCS II, AIMS Middle and High School

Presented By: Deborah Woods

Staff Recommendation:

Staff recommends the Board approves Special Education Consultant contract for consulting and training services and psychological, FBAs, ERMHS and academic assessments for 2023-2024 school year.

Committee Approval:

Total Associated Cost: 17,200

Included in Budget? Yes

Funding Source: State and Federal

Over/Under Budget?

Amount Over/Under Budget?

Included in LCAP? Yes

Which LCAP?

2023-2024

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 July 1, 2023 to June 30, 2024. 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 July 1, 2023, to June 30, 2024. On or before May 30, 2024 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
Weekly 7/1/23 to 6/30/24	Consult- Meetings with SPED Director
Beginning of the 23-24 school year PD schedule TBD	Consult- Assistance with presentations for SPED and/ or GE team
Possible dependent on hiring of intern PPS- 7/1/23 to 6/30/24	Consult- Supervision of PPS School Psychologist Intern
As needed throughout the 23-24 SY	Assessment- Psychological Assessments, FBAs, ERMHS, and Academic Assessments

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 CONSULT services set forth in **Section 4** shall be billed at \$100/ hour and the ASSESSMENT services set forth shall be billed at \$150/ 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: 5/17/23

By: *Alison Rose*

Alison Rose
Service Provider