

**MEMORANDUM OF UNDERSTANDING**  
**Between the North State Charter JPA and**  
**PLUMAS CHARTER SCHOOL**  
**2017-2018**

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This agreement is entered into for the 2017-2018 school year between PLUMAS CHARTER SCHOOL (referred hereafter as DISTRICT) and the NORTH STATE CHARTER JPA (referred hereafter as JPA).

**Background Information:** Section 56369 of California Education Code provides that a public school district may contract with another public agency to fulfill its obligation to provide special education or related services to individuals with exceptional needs. Thus, JPA agrees to provide the special education ancillary and/or related services as described herein on behalf of DISTRICT for the 2017-2018 school year. DISTRICT agrees to reimburse the JPA for these services for the period of this agreement as indicated below.

Special Education Service	Service Dates	Projected Cost
Special Education Administrative Consulting and Clerical Services	July 1, 2017 – June 30, 2018	Annual Fee: \$15,000 <i>To be billed semi-annually</i>

The JPA will provide special education administration and support, both on and off the DISTRICT site, as JPA personnel determines appropriate. Costs shown above include all employer indirect costs and travel expenses.

**Administrative and Consulting Services shall include:**

1. Representation of DISTRICT with EDCOE Steering Committee, CEO / ACCS.
2. Development of Mental Health plans, as needed.
3. Assist in the hiring of special education personnel, as needed.
4. Professional development and training of DISTRICT staff in the following areas:
  - a. Responsibilities of general education personnel in implementing Individual Education Programs (IEPs)
  - b. Confidentiality
  - c. Development of special education service models
  - d. Measurement and monitoring of student progress
  - e. Response to intervention (RTI Identification Procedures)
  - f. 504 Accommodation Plan
5. Conduct health screenings for incoming kindergarten/1st grade students. Review immunizations, interview parents regarding health issues, and develop medical protocols for any child with an IEP.

**Special Education Clerical Services shall include:**

1. Direct services related to special education office function, including monitoring of SEIS, CASEMIS reporting and assisting with contracts with NPA/NPS service providers, as needed.

## **OBLIGATIONS:**

### **1. THE JPA shall:**

- a. Retain qualified personnel to render the services identified herein.
- b. Bill DISTRICT semi-annually for the cost of services identified herein.
- c. Not change, add to, or reduce the services agreed upon herein without the approval of an appropriate DISTRICT designee.

### **2. DISTRICT CHARTER SCHOOL shall:**

- a. Reimburse JPA for services identified herein during the period of this agreement. DISTRICT will be billed semi-annually. DISTRICT agrees to pay all invoices within 30 calendar days of receipt.
- b. Provide JPA personnel with appropriate, designated workspace for the delivery of services within DISTRICT buildings as assigned.
- c. Provide JPA written notification of its intent to either renew or not renew this contract for special education ancillary and/or related services for the 2018-2019 year by March 1, 2018.
- d. Implement all general education accommodations, modifications, and services specified in students' IEPs.
- e. Ensure the attendance of appropriate DISTRICT personnel that are required to attend IEP meetings, including DISTRICT administrator or designee and general education teacher(s).
- f. Assume sole responsibility for complying with Section 504 of the Rehabilitation Act and provision of related services and accommodation plans.
- g. Ensure appropriate confidentiality by its staff members regarding information related to IEP students.
- h. Store confidential files at DISTRICT site.

### **3. Mutual agreements**

- a. Purpose. This Agreement is being entered into for the purpose of providing required special education ancillary and/or related services to DISTRICT students.
- b. Entire Agreement Amendment. This Agreement constitutes the entire understanding between parties and supersedes any prior or concurrent Agreement, oral or written, of JPA and DISTRICT concerning its subject matter. Any modification to this Agreement shall be effective only if in writing and signed by both parties.
- c. Compliance with Law. JPA and DISTRICT agree they will comply with all Federal, State, and local laws applicable to them in the performance of this Agreement.
- d. Due Process and/or Litigation. DISTRICT as the responsible LEA will assume full responsibility for the provision of special education services to its students. DISTRICT has sole responsibility for any expenses that might accrue in response to special education due process proceedings or litigation related to the provision of special education services or failure to provide special education services.
- e. Headings. The headings in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- f. Agreement Term: The term of this agreement shall commence on July 1, 2017, and terminate at the end of the 2017/2018 school year.
- g. Option to Continue: DISTRICT has the option to continue this Fee for Service agreement, or apply as a member partner of the JPA after fulfilling its obligations successfully for one year, as determined by the JPA Board.

#### 4. Indemnification

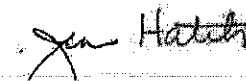
DISTRICT shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless JPA, its officers, directors, employees, attorneys, agents, representatives, volunteers, and successors and assigns (collectively hereinafter "JPA and JPA personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against JPA and JPA personnel that may be asserted or claimed by any person, firm, entity arising out of or in connection with the JPA's performance under this agreement or any acts or errors or omissions by RSA, its council, its administrators, employers, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assignees, other than actions, suits, claims, demands, losses or obligations arising out of the sole, willful or intentional misconduct by JPA or any such JPA personnel. Notwithstanding anything to the contrary contained in this agreement, no indemnification shall be provided under this agreement from JPA to DISTRICT based on, arising out of, or relating to any of the following:

- a. Any liability expressly assumed by DISTRICT in writing expressly referencing this indemnity provision;
- b. Any negligent or intentional misconduct of a DISTRICT officer, director, employee, agent, attorney, representative, volunteer, successor or assignee; or
- c. Any violation by DISTRICT, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors, or assignees of any applicable laws of the United States or any state of the United States, including, without limitation, the California Charter Schools Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

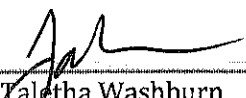
#### On Behalf of the NORTH STATE CHARTER JPA:

Date: 6/6/17

  
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Jean Hatch  
Special Education Director, North State Charter JPA

#### On Behalf of PLUMAS CHARTER SCHOOL:

Date: 6/10/17

  
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Talletha Washburn  
Executive Director, Plumas Charter School