

**Distribution:**

Business Agreement File (Original)

Contractor ☐Program ☐Accountant ☐A/Payable - A/R ☐

Agreement Number: 3899

Fiscal Year: 2014-2015 Ongoing

**STANDARD AGREEMENT  
OR  
MEMORANDUM OF UNDERSTANDING**

**SECTION I** Agreement initiated by: El Dorado County Charter SELPA(To be completed by **Program**)

Firm Name: Empower Charter

Name: **Demi Brown**, Exec Director, CEO or designeeAddress: 1234 31st St  
San Diego, CA 92102

e-mail:

dbrown@empowercharter.org

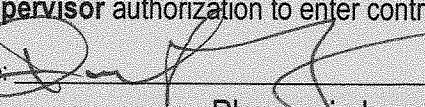
	FD	RS	PY	OB	GO	FC	L1	L2	Dollar Amount
If expense agreement Charge to:									
If expense agreement Charge to:									
If expense agreement Charge to:									
If revenue agreement Income to:									
If revenue agreement Income to:									\$
<b>Non-Financial</b>									
Income Total									
Expense Total									

Please verify and check off that the following elements are incorporated in the agreement:

- A. Clear definition of services to be provided ☒
- B. Beginning and ending dates of service (*not to exceed single fiscal year, if possible*)
- C. Amount of charge for agreement:
- Total amount
  - Terms of payment (single or multiple payment, submission of invoice[s]) and when payments are to be made -
- D. Secure Program Authorizations prior to each payment? Yes ☐ No ☐
- E. If supplemental information from program will be submitted to Accounts Payable/Accounts Receivable prior to payment/billing, please note instructions:

<b>Legal Review Requested?</b> Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	<b>Certificate of Insurance?</b> Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	<b>County Board Action Requested?</b> Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
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Unit Supervisor authorization to enter contract.

Signature: 

Date: 7/01/14

Please circle your designated Program Accountant.

Tricia Kowalski ☐ - Kerre Smith ☒ - Jennifer Weston ☐ - Sue Thorne ☐

ma

**SECTION II (To be completed by Accountant)**

A. Verify that Section I elements are included in agreement \_\_\_\_\_

B. Audit account codes \_\_\_\_\_

C. Verify budget \_\_\_\_\_

D. Sign check list to verify audit function performed \_\_\_\_\_

E. County Office Transfer? No \_\_\_\_\_ Yes \_\_\_\_\_ *If Yes, skip to Section II - G below.*

F. Complete instruction to Accounts Payable/Accounts Receivable

**Accounts Payable**

Payment Due Date(s): [ ] Monthly **Non-Financial** [ ] Annually [ ] Other

Payment Terms: \_\_\_\_\_

Secure Program Authorizations prior to each payment? Yes \_\_\_\_\_ No \_\_\_\_\_

**Accounts Receivable**

Accounts Receivable to invoice? Yes \_\_\_\_\_ No \_\_\_\_\_

Invoice Terms: \_\_\_\_\_

**G. (To be signed off by Director of Internal Business)**

**H.**

<b>Legal Review Completed</b> Yes: _____ N/A: <input checked="" type="checkbox"/>	<b>Certificate of Insurance</b> Yes: _____ N/A: <input checked="" type="checkbox"/>	<b>County Board Action Completed</b> Yes: _____ N/A: <input checked="" type="checkbox"/>
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Signature: \_\_\_\_\_

Date Forwarded: 7/16/14

**SECTION V (to be completed by Business Services Program Assistant)**

EEE. Supply standard agreement number and add to log.

FFF. Retain copy of agreement, along with check list, in "Agreements Pending" file.

GGG. Forward agreement to Reviewer/Accounting Department.

HHH. Forward to Director of Internal Business to review.

III. Forward 2 copies to Deputy Superintendent for signature.

JJJ. Forward to contractor for signature.

KKK. Make copies and distribute as appropriate.

LLL. File original agreement in master standard agreement file/binder.

**Tracking Dates:**

To Accounting: 7.7.14 *mm*

To Director-Internal 7.15.14

To Contractor: \_\_\_\_\_

To Supt.: 7.16.14 / 7.22.14

Distributed: \_\_\_\_\_

Copy for Marsha: \_\_\_\_\_

Notes \_\_\_\_\_



## AGREEMENT FOR PARTICIPATION

### EL DORADO COUNTY CHARTER SELPA

The El Dorado County Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement) which are deemed Local Educational Agencies pursuant to Education Code Section 47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). SELPA Membership also ensures compliance with the LEA Member's obligations under Education Code Sections 56195, et. seq.

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

#### DEFINITIONS

LEA: as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

RLA: Responsible Local Agency, as described in Education Code Section 56030. Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

Charter SELPA CEO Council: This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level. Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

Charter Executive Committee: The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. This committee makes recommendations to the CEO Council on fiscal and policy matters.

Charter Special Education Steering Committee: This Steering Committee serves in an advisory capacity to the Charter SELPA Director. Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Director and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee – CAC: Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools ("Local Plan") as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§ 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

IEP (Individualized Education Program): A plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the education services needed to meet these goals and objectives in accordance with E.C. § 56032.

IEP Team: A group of team members, as defined in Education Code § 56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

### **LEA MEMBER RESPONSIBILITIES AND DUTIES:**

Each LEA agrees that it is subject to the following nondelegable responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the SELPA.

The LEA Member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of or related to its own pupils and its respective programs operated by the LEA Member:

- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;

- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;
- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Local Plan;
- N. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
- O. Designate a person to represent the LEA Member on the Charter Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
- P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
- Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
- R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.
- S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.
- T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(I). Annual submission shall be made annually, no later than January 31<sup>st</sup>. LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency

concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.

- U. An LEA Member contracting for external Services, consistent with definition.... shall do so only with duly licensed and authorized entity or individual. The contract for Services executed by the LEA Member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the LEA Member, and the SELPA, RLA, the Superintendent, and other Indemnified Parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide Services in conformity with these obligations.

With respect to external services and/or Student placements, the LEA Member shall affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or Services in conformity to ensure that the LEA Member's Obligations to the Student are still being met.

#### **AU/RLA DUTIES AND RESPONSIBILITIES:**

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. Receive data from each LEA Member to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B. Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;
- C. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;
- D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education Code Section 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;
- E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;

- F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to:
  - 1. Monitoring the application of eligibility criteria throughout the Local Plan area;
  - 2. Coordinating the implementation of the transportation for special education pupils;
  - 3. Coordinating the system of data collection, management, and evaluation;
  - 4. Coordinating personnel development and curriculum development for special education, including alternative dispute resolution;
  - 5. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
  - 6. Developing interagency referral and placement procedures; and,
  - 7. Evaluating the effectiveness of special education programs.
- G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees at meetings;
- H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. Regular inservice training may also be provided to CAC representatives;
- I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. Establish and maintain a pupil information system;
- J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:
  - 1. Complaint issues;
  - 2. Hearing issues; and
  - 3. Identification of appropriate programs for specific pupils.
- K. Perform other services reasonable and necessary to the administration and coordination of the Plan;
- L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan.
- M. Schedule a public hearing at the El Dorado County Office of Education for purposes of adopting the Annual Service Plan and Budget Plan.

#### **PROVISIONS OF THE AGREEMENT**

- A. Consistent with this Agreement each LEA Member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA Member.
- B. No LEA Member may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other LEA Member.
- C. The managerial prerogatives of any participating LEA Member shall not be infringed upon by any other participating LEA Member except upon mutual consent of an affected LEA Member(s), or unless as otherwise set forth by this Agreement.
- D. Any LEA Member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

1. Prior initial written notice of intended termination to the RLA of at least one year, and
2. final written notice of termination to the RLA no more than six months after the LEA Member's initial notice of intended termination.

The RLA County Superintendent of Schools may terminate any LEA Member's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:

1. Prior initial written notice of intended termination to the LEA Member of at least one year, and
  2. final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.
- E. Funding received by a charter is subject to the elements of the allocation plan. The allocation plan is updated on an annual basis and approved by CEO council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
- F. In accordance with their needs the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section 56172.
- G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
- H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
- I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.
- J. Supervision and other incidents of employment of special education staff will be the responsibility of the respective LEA Member or AU. Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.



- K. The Charter Executive Committee shall review and make Allocation Plan recommendations. The Allocation Plan defines the distribution of funds within the SELPA. CEO Council shall approve all changes. There is a legal requirement for a public hearing and adoption of an annual service and budget plan. This shall be done annually by the El Dorado County Board of Education. This document shall be provided to the CEO Council as an information item.

## **WARRANTIES AND REPRESENTATIONS:**

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for non-public agency or non-public school purposes for the benefit of children served.

## **STANDARD OF CONDUCT**

Each LEA Member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. LEA Members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury or any kind. No LEA Member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

## **RESERVATION OF RIGHTS**

The RLA shall not be responsible for any LEA Member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

## **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County Office of Education, and the Superintendent, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or , demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.

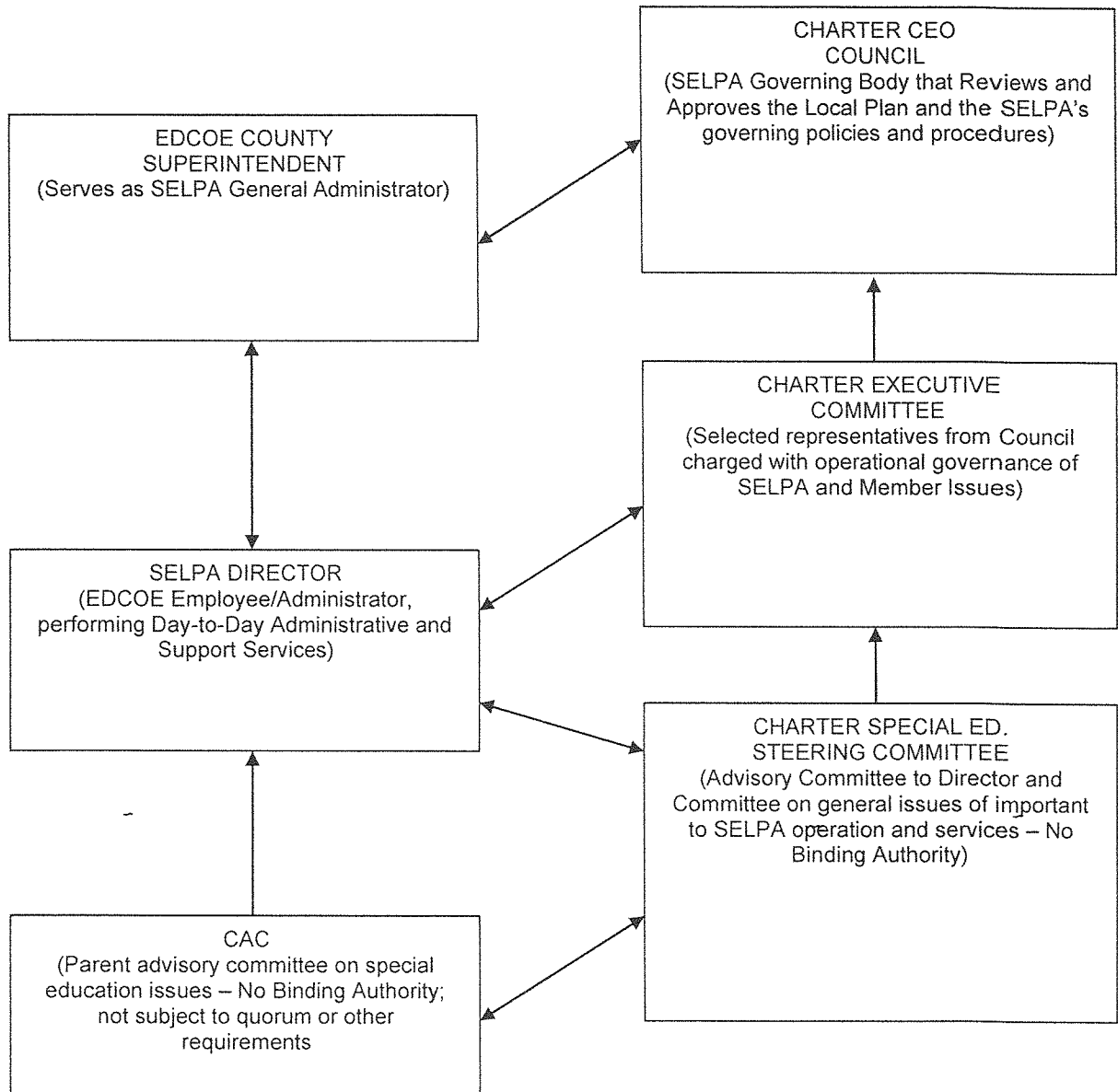
Further, the El Dorado County Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

## **FULL DISCLOSURE**

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents, writings or information of any sort requested without delay.

## El Dorado County Charter SELPA

### Charter Education SELPA Flow Chart



This agreement is entered into for the 2014-15 fiscal year and, absent a new agreement or termination, continues each year thereafter.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**CHARTER SCHOOL APPROVAL**

LEA NAME: Empower Charter School

Date: 06/24/14

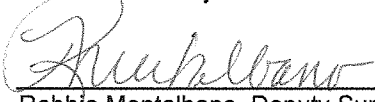
  
Demetria Brown, President, Executive Director

**EL DORADO COUNTY OFFICE OF EDUCATION APPROVAL**

Date: 7/22/14

  
Jeremy M. Meyers, Superintendent  
El Dorado County Office of Education

Date: 7-21-14

  
Robbie Montalbano, Deputy Superintendent  
El Dorado County Office of Education

Date: 7/01/14

  
David M. Toston, SELPA Executive Director  
El Dorado County Office of Education