

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA MONTESSORI PROJECT**

This Memorandum of Understanding (“Agreement”) is entered into as of _____, 2012, (“Effective Date”), by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and California Montessori Project (“Non-Profit”), a California non-profit public benefit corporation, operating California Montessori Project Capitol Campus Charter School (“Charter School”), a public charter school chartered by the District. The District, the Non-Profit and the Charter School are collectively referred to as the “Parties.” This Agreement will set forth the responsibilities of the Parties with respect to the delivery and financing of special education services to children enrolled in the Charter School.

I. RECITALS

- A. The District is the granting agency of the Charter School. The District approved renewal of the Charter School’s charter for a term of five (5) years, beginning on July 1, 2011 and expiring on June 30, 2016
- B. The Charter School is School is operated by Non-Profit, a non-profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.
- C. This agreement has the purpose of clarifying the roles and responsibilities of the Parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*)

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

II. USE OF TERMS

The Parties agree that unless otherwise stated herein, for the purposes of this Agreement, the terms “Charter School” and “Non-Profit” may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

III. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

- A. It is the intent of the Parties that the Charter School shall be its own local educational agency (“LEA”), pursuant to California Education Code section 47641, subdivision (a). The Charter School has obtained membership as an independent LEA in the Yuba County Office of Education (“YCOE”) Special Education Local Plan Area (“SELPA”). The Charter School has provided the District with verifiable written assurances that they participate as an LEA in the Yuba County SELPA.

- B. The Charter School will serve as its own LEA for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. §§ 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

IV. TERM

The term of this Agreement shall be from the Effective Date until June 30, 2016. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term as permitted by law.

V. NONDISCRIMINATION IN ADMISSIONS

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code, § 47605(d).)

VI. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT

The Parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) (29 U.S.C. §§ 794 *et seq.*), or under the Americans with Disabilities Act of 1990 (“ADA”) (42 U.S.C. §§ 12101 *et seq.*). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.

VII. INDEMNIFICATION, INSURANCE AND RISK MANAGEMENT

- A. The Non-Profit shall comply with the terms set forth in paragraph 13 of the Operational Memorandum of Understanding between Sacramento City Unified School District and California Montessori Project (Operational MOU) concurrently entered into herewith, which terms are incorporated as if fully set forth herein.
- B. The Non-Profit shall, for itself and the Charter School, comply with the terms set forth in paragraph 14 of the Operational MOU, which terms are incorporated as if fully set forth herein.

VII. MISCELLANEOUS PROVISIONS

- A. **Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of California, and venue shall lie only in Sacramento County Superior Court.
- B. **Modifications.** No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of each Party.
- C. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- D. **Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. **Non-Assignability.** This Agreement may not be assigned by the Parties.
- F. **Binding Effect.** This Agreement is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. **Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. **Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District at:

Sacramento City Unified School District
Attn: Chief Accountability Officer
5735 47th Ave.
Sacramento, CA 95824
Facsimile: (916) 643-2190

To the Non-Profit and Charter School at:

California Montessori Project-Capitol Campus
Attn: Gary Bowman
5330 A Gibbons Dr. Ste 700
Carmichael, CA 95608
Facsimile: (916) 971-2436

Any notices required by this Agreement sent by facsimile transmission to the facsimile above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- I. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
- K. **Ratification** This Agreement shall not be effective until it ratified or approved by the governing boards of each of the Parties.

Dated: _____

Gary Bowman
Executive Director/Superintendent
California Montessori Project

Dated: _____

Jonathan Raymond
Superintendent
Sacramento City Unified School District