Mother Lode Union School District

3783 Forni Road • Placerville, CA 95667 • (530) 622-6464 • www.mlusd.net

Larry Mahoney, Ed.D.
Superintendent

MEMORANDUM OF UNDERSTANDING

BETWEEN

MOTHER LODE UNION SCHOOL DISTRICT

AND

PLACERVILLE UNION SCHOOL DISTRICT

FOR BOARD CERTIFIED BEHAVIOR ANALYST (BCBA) SERVICES

2026–2027 SCHOOL YEAR

This Memorandum of Understanding ("MOU") is entered into by and between the **Mother Lode Union School District ("MLUSD")** and the **Placerville Union School District ("PUSD")**, collectively referred to as the "Parties," for the purpose of providing Board Certified Behavior Analyst ("BCBA") services during the 2026–2027 school year.

1. PURPOSE

MLUSD employs a full-time Board Certified Behavior Analyst. PUSD has requested access to the services of MLUSD's BCBA for the purpose of providing professional supervision, consultation, and support to a Registered Behavior Technician ("RBT") employed or otherwise retained by PUSD.

This MOU establishes the terms and conditions under which MLUSD will make its BCBA available to PUSD for a limited number of service days during the 2026–2027 school year.

2. TERM

This MOU shall be effective upon approval and execution by both Parties and shall remain in effect through **June 30, 2027**, unless terminated earlier in accordance with this MOU.

3. SCOPE OF SERVICES

MLUSD will make its BCBA available to provide services to PUSD for up to **ten (10) days** during the term of this MOU.

Services may include, as appropriate:

- Supervision of PUSD's RBT;
- Observation and consultation regarding behavioral supports and interventions;
- Review of behavioral data and implementation practices;
- Coaching and professional guidance related to the RBT's provision of behavioral services;
- Consultation with PUSD staff regarding behavioral programming;
- Development of Behavioral Intervention Plans (BIPs);
- Assistance with maintaining appropriate professional supervision practices; and
- Other BCBA-related services mutually agreed upon by the Parties and within the BCBA's professional scope of practice.

The BCBA shall exercise independent professional judgment in the performance of all services and shall provide services consistent with applicable professional and ethical standards.

PUSD shall remain responsible for the employment, assignment, direction, and performance of its RBT and other PUSD employees. Nothing in this MOU shall transfer responsibility for PUSD personnel to MLUSD.

Additional service days may be added on an as-needed basis upon mutual agreement of both Parties. Any additional days shall be compensated at the daily rate identified in this MOU unless otherwise agreed to in writing by both Parties.

4. SCHEDULING OF SERVICES

The Parties will mutually coordinate and approve the dates on which BCBA services will be provided. Scheduling shall take into consideration MLUSD's operational needs and the BCBA's responsibilities to MLUSD students and programs.

MLUSD retains the right to approve the dates and times during which its BCBA is available to provide services to PUSD.

The initial service allocation shall be ten (10) days during the term of this MOU. Additional days may be scheduled as provided in Section 3 upon mutual agreement of both Parties.

5. COMPENSATION

PUSD shall reimburse MLUSD at a rate of **$1,035.00 per day** for BCBA services provided under this MOU.

The initial amount payable for the ten (10) planned BCBA service days is:

Ten (10) days × $1,035.00 per day = $10,350.00

MLUSD shall invoice PUSD for services rendered. PUSD shall remit payment to MLUSD within thirty (30) days of receipt of an invoice.

Any mutually agreed-upon additional service days shall be billed at **$1,035.00 per day**, unless the Parties agree otherwise in writing.

6. MILEAGE REIMBURSEMENT

PUSD shall reimburse the BCBA for mileage incurred while traveling to and from PUSD sites or other locations necessary to provide services under this MOU.

Mileage reimbursement shall be provided in accordance with **PUSD's standard mileage reimbursement rate and procedures**.

The BCBA shall submit mileage reimbursement requests and any required supporting documentation **directly to PUSD**. Mileage reimbursement shall be paid directly by PUSD and shall be separate from the daily service rate and amounts payable to MLUSD for BCBA service days.

7. EMPLOYMENT STATUS

The BCBA shall at all times remain an employee of MLUSD. Nothing in this MOU shall be interpreted as establishing an employer-employee relationship between the BCBA and PUSD.

MLUSD shall remain responsible for the BCBA's salary, payroll, benefits, workers' compensation coverage, and other employment-related obligations. PUSD shall have no responsibility for providing employment benefits or compensation directly to the BCBA, except for mileage reimbursement as expressly provided in Section 6 of this MOU.

8. PUSD RESPONSIBILITIES

PUSD shall:

1. Ensure that any RBT receiving supervision under this MOU meets applicable credentialing, registration, training, and employment requirements;
2. Provide the BCBA with reasonable access to relevant staff, students, records, data, and facilities necessary to provide the agreed-upon services;
3. Ensure that PUSD staff remain responsible for implementing student programs, behavior plans, and recommendations;
4. Obtain any parent/guardian notices, consents, or authorizations required by law or PUSD policy; and

5. Maintain responsibility for educational decisions regarding PUSD students, including decisions made by Individualized Education Program ("IEP") teams.

The BCBA's consultation, recommendations, or development of a Behavioral Intervention Plan shall not replace the authority or responsibility of a student's IEP team or PUSD administration.

9. STUDENT RECORDS AND CONFIDENTIALITY

Both Parties shall maintain the confidentiality of student information and records in accordance with applicable federal and state laws, including the Family Educational Rights and Privacy Act ("FERPA"), as applicable.

Information concerning PUSD students shall be accessed by the BCBA only to the extent reasonably necessary to provide services under this MOU.

The Parties shall take reasonable measures to safeguard personally identifiable student information and shall not disclose such information except as authorized or required by law.

10. PROFESSIONAL RESPONSIBILITY

The BCBA shall provide services within the scope of the BCBA's professional qualifications, certification, training, and ethical obligations.

Nothing in this MOU shall require the BCBA to provide or approve services that, in the BCBA's professional judgment, would be inconsistent with professional standards, ethical requirements, student safety, or applicable law.

11. LIABILITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives in connection with this MOU to the extent provided by applicable law.

Nothing in this MOU is intended to waive any rights, defenses, immunities, or limitations of liability available to either Party under California or federal law.

12. TERMINATION

Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.

The Parties may also terminate this MOU at any time by mutual written agreement.

Serving with Gratitude
Mother Lode Union School District

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In the event of termination, PUSD shall remain responsible for payment for all BCBA services provided and mileage incurred prior to the effective date of termination.

13. MODIFICATION

This MOU may be modified only through a written amendment approved and signed by authorized representatives of both Parties.

14. INDEPENDENT PUBLIC AGENCIES

The Parties are independent public agencies. Nothing contained in this MOU shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between the Parties.

15. ENTIRE AGREEMENT

This MOU represents the entire agreement between the Parties regarding the BCBA services described herein and supersedes any prior oral or written understandings concerning these services.

16. AUTHORIZATION

The individuals signing below represent that they are authorized to execute this MOU on behalf of their respective school districts.

MOTHER LODE UNION SCHOOL DISTRICT

By: _____

Name: Larry Mahoney

Title: Superintendent

Date: 10/13/26

PLACERVILLE UNION SCHOOL DISTRICT

By: _____

Name: Eric Bonatsu

Mother Lode Union School District

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Larry Mahoney, Ed.D.
Superintendent

Title: Superintendent

Date: _____

FISCAL SUMMARY

Service: Board Certified Behavior Analyst (BCBA) supervision and consultation services
Initial Service Days: 10 days
Daily Rate: $1,035.00
Initial BCBA Service Amount: $10,350.00
Additional Days: May be added on an as-needed basis by mutual agreement of both Parties and billed at the applicable daily rate
Mileage: Reimbursed separately by PUSD directly to the BCBA in accordance with PUSD procedures
Agreement Period: 2026–2027 School Year, through June 30, 2027