

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

Agenda Item 8.1d

Meeting Date : August 20, 2015

Subject : Approve Operational MOU Between Sacramento City Unified School District and St. HOPE Public Schools – Oak Park Preparatory Academy

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department : Office of Strategy and Innovation

Recommendation : Approve Operational Memorandum of Understanding between Sacramento City Unified School District and St. HOPE Public Schools –I pursuant to the

California Charter Schools Act (responsibilities of the parties, the charter school. The Operational between the District and the Charter School to the District, their responsibilities, their legal relationships addressed or resolved in the terms

Financial Considerations

be the responsibility of the Charter School to apply for funding from the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 providing the Charter School with funding in lieu of property taxes. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive percent (1%) of such funds as the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of WKH ' L V W U L F W ¶ V R Y H U V (b) K W I H H V H W I R U W K L Q V H F W L R Q

(c) Expenditure of Funds The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and the terms of any funding restriction. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited by the Sacramento County Superintendent of Schools in the Sacramento County Treasury for the account of the Charter School and redeposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within calendar days of opening an account at bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with District or county procedures.

7. Legal Relationship. Pursuant to its charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. Except as such reimbursement is limited by law, including but not limited to Education Code section 47618, the Non-Profit shall not be liable for any unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed

operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and the Non Profit, and are not the responsibility of the District.

8. Complaints. Complaints filed with the Charter School, including complaints filed with any governmental entity other than the District, must be provided to the District within three (3) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide the information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the

9. Fiscal Relationship.

(a) Administrative Services. The Charter School may purchase any of the services listed in Schedule D of the Charter School. The Charter School has the right to purchase such services by the Parties in a separate agreement. The District reserves the right to annually revise the fee schedule for such services, and the District reserves the right to annually revise the fee schedule for such services. Such revision shall apply to services the Charter School is purchasing from the District. The Charter School contracts for services that require the District to provide labor beyond the current work and vacation calendars of District employees, then the Charter School shall pay the actual cost of these services.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required, but that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of such services shall be provided to the Charter School at a rate of 1% of the actual cost of such services. The Parties agree that the actual cost of such services shall be provided to the Charter School at a rate of 1% of the actual cost of such services. Code sections 47613, 47613.5, 42238.02, and 42238.03.

The following:

- x Identification of at least one (1) staff member as contact person for the Charter School.

- (2) 7KH & KDUWHU 6FKRRO¶V IXQGV VKDOO EH PDQD provides a high degree of protection of the DDUWHU 6FKRRO¶V DVVH
- (3) All transactions shall be recorded and documented in an appropriate

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or as otherwise required by law. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any debt whatsoever.

(g) Advance of Funds. The District may in its sole discretion advance funds to the Charter School. In addition, the District may in its sole discretion provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be

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(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall be used consistent with applicable law and terms of any funding restrictions.

(j) Banking Arrangements. In addition to those obligations set forth in section 6(c), D E R Y H W K H & K D U W H U 6 F K R R O ¶ V E X V L Q H V V P D Q W D U H U Z L O O its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 10(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the NonProfit Business Manager, who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. The Charter School shall adopt a procurement policy consistent with applicable law, which policy shall address the reasonable retention of records.

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(l) Property Inventory. W K H & K D U W H U 6 F K R R O ¶ V K H D G R I V F K R R shall establish and maintain an inventory of all Charter School consumable goods and

subd.(c); Ed. Code, § 47646 subd.(a.)

In recognition of WKH & KD UWHU 6FKRRO ¶ V XVH RI (O 'RUDGR & RXQV the District will not assess a Special Education Encroachment Fee. The Profit will provide to the District a copy of the agreement between the Profit and El Dorado County (or other third party SELPA). The Profit must notify the District of any changes to or termination of its SELPA agreement. The Profit must be a part of a SELPA at all times.

(b) Compliance with Applicable Law All children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with HFWLRQ RI WKH 5HKDELLOLWDWLRQ 86 & et seq), and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq), except as otherwise agreed to by the parties, such as in a Facilities Use Memorandum of Understanding

(c) Student Study Team The Charter School agrees to implement a Student Study Team (SST) as a general education function that develops strategies for students in the

3 6 7 5 6 ' R U X E I O L F (P S O R \ H H V ¶ 5 H W L U H P H Q W 6 \ V W H P 3 3 (5 6 ' responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS. The District may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with the requirements of the NCLB. Z L W K D O O S U R Y L V L R Q V R I W K H I H G H U D O 1 R & K L O G / H I W % H

14. Indemnification. The NonProfit shall promptly defend, indemnify, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter, "the District") from and against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the District, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns in connection with the performance of their duties. O G H P Q L I L J G 3 D U W L H V

22. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sacramento County, California.

23. Notices. All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed