



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1h

Meeting Date: March 7, 2013

Subject: **Operational and Special Education Memorandum of Understanding between Sacramento City Unified School District and Sol Aureus College Preparatory (S.A.C. Prep)**

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

Division: Accountability Office

Recommendation: Approve Operational and Special Education Memorandum of Understanding between Sacramento City Unified School District and Sol Aureus College Preparatory (S.A.C. Prep)

Background/Rationale: The District approved the charter for Sol Aureus College Preparatory (S.A.C. Prep) on November 1, 2012 Board Meeting. By approving the charter, the District assumed certain oversight responsibilities over school pursuant to California's Charter Schools Act. It is best practice for the District to enter into an Operational Memorandum of Understanding ("MOU") and Special Education MOU with each charter school approved. The Operational MOU outlines the responsibilities and expectations between the District and the Charter School regarding the oversight fee paid by the Charter School to the District, the parties' respective fiscal and administrative responsibilities, their legal relationship and other matters of mutual interest, not explicitly addressed or resolved in the terms of each Charter School's charter. The Special Education MOU addresses the parties' relationship with respect to the provision of special education services.

Financial Considerations: N/A

Documents Attached:

Operational and Special Education Memorandum of Understanding between Sacramento City Unified School and Sol Aureus College Preparatory (S.A.C. Prep)

Estimated Time of Presentation: N/A

Submitted by: Jennifer Lopez, Charter & Principal Network Oversight Coordinator

Approved by: Teresa Cummings, Chief Accountability Officer

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
SOL AUREUS COLLEGE PREPARATORY**

This Operational Memorandum of Understanding (“Agreement”) is entered into as of _____, 2013, by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Sol Aureus College Preparatory (“Non-Profit”), a California non-profit public benefit corporation, operating the Sol Aureus College Preparatory Charter School (“Charter School”), a public charter school chartered by the District. The District and the Non-Profit are collectively referred to as the “Parties.” This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS:

- A. The District is the granting agency of the Charter School. The District approved the Charter School’s charter (“charter”) on March 3, 2003, for a term of five years, beginning on July 1, 2003 and expiring June 30, 2008. The District renewed the Charter School’s charter on June 5, 2008 for a term of five years, beginning on July 1, 2008 and expiring on June 30, 2013. The District once again renewed the Charter School’s charter on November 1, 2012 for a term of five years, beginning on July 1, 2013 and expiring on June 30, 2018. The Charter School is operated by the Non-Profit.
- B. By approving the charter petition, the District assumed certain oversight responsibilities of the Charter School pursuant to the California’s Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter School’s charter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Non-Profit and the District do hereby agree as follows:

- 1. Use of Terms.** Unless otherwise stated, 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.
- 2. Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the governing boards of each of the Parties. The Agreement shall cover the remaining term of the charter, expiring on June 30, 2018. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law. Renewal or

3. Designation of School. The Charter School shall be known as the “Sol Aureus College Preparatory Charter School” or “S.A.C. Prep.” The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and its char

a summary of any major changes to those policies during the year.

Within fifteen calendar days of opening an account at a 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.

6. Legal Relationship. Pursuant to its charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Non-Profit is a separate legal entity 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 47613, it is agreed that it is the Parties' intent that the District shall incur no 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 or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

7. Complaints. Complaints filed with the Charter School, whether formal or informal and including complaints filed with any governmental entity other than the District, must be provided to the District within three (3) working days of receipt by the Charter School. 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 such information upon the District's request. The Charter School shall make such 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 District's oversight obligations.

8. Fiscal Relationship.

(a) Administrative Services. The District's Fee Schedule for Services to Charter Schools ("Fee Schedule") for the 2012-2013 school year is attached hereto as Appendix A. The Charter School may purchase any of the "Optional Administrative Services" designated by the District. If the Charter School elects to purchase such services, the District's agreement to provide those services shall be reduced to writing and signed by the Parties in a separate agreement. The District reserves the right to annually revise the Fee Schedule to reflect the District's then-calculated rates, and the rates stated by each such revision shall apply to services the Charter School is purchasing from the District. If 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.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

9. Fiscal Controls.

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 9(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor, subject to the approval of the District. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) On or before July 1, an adopted budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

(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 included in the Charter School's assumptions in the adopted budget for the fiscal year.

(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 5(c) above, the Charter School's business manager will reconcile the Charter School's ledger(s) with 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 9(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 Non-Profit Business Manger, 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 documents related to the Charter School's procurement decisions.

(l) Property Inventory. The Charter School's head of school or his or her designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than six hundred dollars (\$600). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. Property shall be inventoried on an annual basis and lists of any missing property shall be presented to the Charter School's governing board. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The President of the Charter School's governing board or his or her designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's head of school or his or her designee and the Charter School's business manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

10. Reporting to the District.

(a) Enrollment.

1. Annual enrollment reporting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable.

authorized by law. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851 to the extent necessary for the District to discharge its oversight activities. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

11. Special Education and Related Services; English Learners. The Parties have concurrently herewith entered into the Special Education MOU. In addition to the terms thereof, the following terms govern the provision of special education and related services to Charter School students:

(a) 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 Section 504 of the Rehabilitation Act of 1973 (“Section 504”) (29 U.S.C. §§ 794 *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.

(b) Student Study Team. The Charter School agrees to implement a Student Study Team (“SST”) Process, a general education function that develops strategies for students in the general education classroom. The SST shall develop and monitor implementation of Section 504 plans for eligible students as appropriate.

(c) SELPA Membership. The Parties agree to implement and comply with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*) as specified in the Special Education MOU.

(d) English Learners. The Charter School will annually administer the California English Language Development Test (“CELDT”) to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal tests.

vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be 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 and 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 all provisions of the federal No Child Left Behind Act ("NCLB").

13. Indemnification.

include the following:

- The Brown Act (Cal. Gov. Code, §§ 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, §§ 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. §§ 621 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*), Ed. Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §§ 1232g *et seq.*); and
- The No Child Left Behind Act (“NCLB”) (20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. Prior to opening, the Charter School will provide verification by letter to the District that all members of the Governing Board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a representative to the Charter School’s governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District’s representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available to the District.

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16. Participation in Special Programs and Services; Transportation.

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation activities. Charter School participation in California Interscholastic Federation (“CIF”) activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

17. Amendments to Charter. Changes to the Charter deemed to be material amendments may not be made without District consideration and approval. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

18. Amendments to Agreement. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

19. Dispute Resolution. Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the dispute process as described in the charter. Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

20. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
SOL AUREUS COLLEGE PREPARATORY**

This Memorandum of Understanding (“Agreement”) is entered into as of _____, (“Effective Date”), by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Sol Aureus College Preparatory (“Non-Profit”), a California non-profit public benefit corporation, operating the Sol Aureus College Preparatory Charter School (“Charter School”), a public charter school chartered by the District. The District and the Non-Profit 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 the Charter School’s charter (“charter”) on March 3, 2003, for a term of five years, beginning on July 1, 2003 and expiring June 30, 2008. The District renewed the Charter School’s charter on June 5, 2008 for a term of five years, beginning on July 1, 2008 and expiring on June 30, 2013. The District once again renewed the Charter School’s charter on November 1, 2012 for a term of five years, beginning on July 1, 2013 and expiring on June 30, 2018.
- B. The Charter 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. The Charter School shall be categorized as a “public school” within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School’s students will be students of the District for purposes of special education.
- D. The District will serve as the Charter School’s local educational agency (“LEA”) for the purposes of special education, and as such must take steps to ensure that

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

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 unless otherwise agreed to in writing by the parties, such as in a Facilities Use Agreement.

VII. SPECIAL EDUCATION FUNDING

- A. Retention of Special Education Funds by the District. The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the Sacramento City Special Education Local Plan Area (“SELPA”). The District shall be solely responsible, as necessary, to contract and pay for any special education services, except as otherwise agreed between the Parties.
- B. Charter School Contribution to Encroachment. The Charter School shall owe the District a pro-rata share of the District’s unfunded special education costs (encroachment) as estimated in the District’s current Fee Schedule for Services to Charter Schools (“Fee Schedule”) attached hereto as Appendix A. The encroachment amounts set forth in the Fee Schedule are subject to updating when the District’s actual unfunded special education costs become available. At the end of each fiscal year, June 30, the District shall calculate the Charter School’s pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District enrollment (including Charter School students) and multiplied by the total number of Charter School enrollment. Charter School enrollment shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School to the District pursuant to the following schedule:

October 31: 25% of the Charter School’s estimated pro-rata share of encroachment based upon prior year encroachment, which shall be adjusted by a credit or deduction, to reflect any difference between Charter School’s actual pro-rata share for the prior year and actual payments made. If it is determined that the Charter School has paid more than its actual pro rata share of encroachment, such amounts shall be refunded to the Charter School, or at the sole option of the Charter School, applied to the encroachment of the following school year. If it is determined that the Charter School has paid less than its actual pro-rata share of encroachment, then the Charter School shall be required to pay the District the

difference.

January 31: 25% of the Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

April 30: 25% of the Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

July 15: 25% of the Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

If at any time, including through the updating of the amounts set forth in the Fee Schedule, it is determined by the District that the Charter School has paid more than its actual pro rata share of encroachment, the District will give notice of same within 30 days, and such amounts shall be refunded to the Charter School or, at the sole option of the Charter School, applied to the encroachment of the following school year. Similarly, if at any time it is determined by the District that the Charter School has paid less than its actual pro rata share of encroachment, the District will give notice of same within 30 days, and such amounts shall be paid by the Charter School or, at the sole option of the District, added to the encroachment of the following school year. In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter School's charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

The District shall provide financial and other information needed to allow the Charter School to review and confirm the accuracy of the District's estimated and actual pro-rate encroachment calculations as reasonably requested by the Charter School. For the 2012-2013 school year, the Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual preceding school year encroachment and an estimated Charter School ADA of 169.70.

VIII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. General Provisions

1. Intent of the Parties. The Parties intend to ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education ("FAPE") in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. Provision of Services. A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of

programs and related services shall be provided to Charter School students as required by an individual student's IEP.

3. Division and Coordination of Responsibility. Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, and after consulting with a District program specialist, may provide staff and programming.
4. Days of Service. Special education services shall be available to the Charter School for the number of days specified in students' IEPs.
5. Staffing Requirements. All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.) The District shall be responsible for screening and hiring employees to provide special education services for students enrolled in the Charter School in the same manner as for District schools.

To the extent allowable and consistent with the District's applicable collective bargaining agreements with its employees, the District shall consult with the Charter School regarding the assignment of employees providing special education pursuant to this Agreement.

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to Charter School staff.

6. Contracts with Non-District Providers. The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the State of California.
7. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education

8. Notice of Procedural Safeguards. The District shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for

or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District.

The Charter School shall not refer its students for independent educational

3. IEP Contents. The District and the Charter School shall use the SELPA forms to complete the IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. Parental Consent to the IEP. The Parties may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.

D. Program and Services

1. Eligibility and Placement. Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identificati

3. Referral to Nonpublic or Private Schools. The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. However, the decision to refer a student to a nonpublic or private school shall be an IEP team decision. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. Transition Services. The District and the Charter School shall jointly ensure the provision of appropriate transition servicesl sh} 12 3Tw{4. Tra)6 -6.8.05 0 TDC

shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.

- B. Complaints. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings. In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law.

The District and the Charter School shall work together to defend any due process

the District in order to achieve cost efficiencies to the extent expected of and practiced by other schools in the SELPA and SELPAs serving similar student populations.

XIII. INDEMNIFICATION, INSURANCE AND RISK MANAGEMENT

- A. The Non-Profit agrees to the terms set forth in paragraph 13, Indemnification, of the Operational Memorandum Of Understanding between Sacramento City Unified School District and Sol Aureus College Preparatory Academy (“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, Insurance and Risk Management, which terms are incorporated as if fully set forth herein.

XIV. 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 de

- G. Survival of Covenants. Notwithstanding termination of the Agreement, the indemnification provisions set forth in the Operational Memorandum of Understanding 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 Business Officer
5735 47th Ave.
Sacramento, CA 95824
Facsimile: (916) 643-2190

To the Non-Profit and the Charter School at:

Sol Aureus College Preparatory Charter School
(S.A.C. Prep)
Attn: Norman Hernandez, Director of Operations
2118 Meadowview Road
Sacramento, CA 95832
Facsimile: (916) 421-0601

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses 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

K. Ratification. This Agreement shall not be effective until the District's governing board has ratified this Agreement.

Dated: _____

Norman Hernandez
Director of Operations
Sol Aureus College Preparatory Charter School
(S.A.C. Prep)

Dated: _____

Jonathan Raymond
Superintendent
Sacramento City Unified School District