SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1h

Meeting Date: May 16, 2019

Subject: **Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding for Language Academy of Sacramento**

☐

Public Hearing

Division: Academic Office

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
Language Academy of Sacramento

2019, by and between the Board of Trustees of the Sacramento City Unified School District ("District") and The Language Academy of Sacramento ("Non-Profit"), a California non-profit public benefit corporation, operating Language Academy of Sacramento ("Charter School"), a

of the Charter School to apply for funding due to the Charter School under LCFF.

[redacted]

District Applications for Funding.

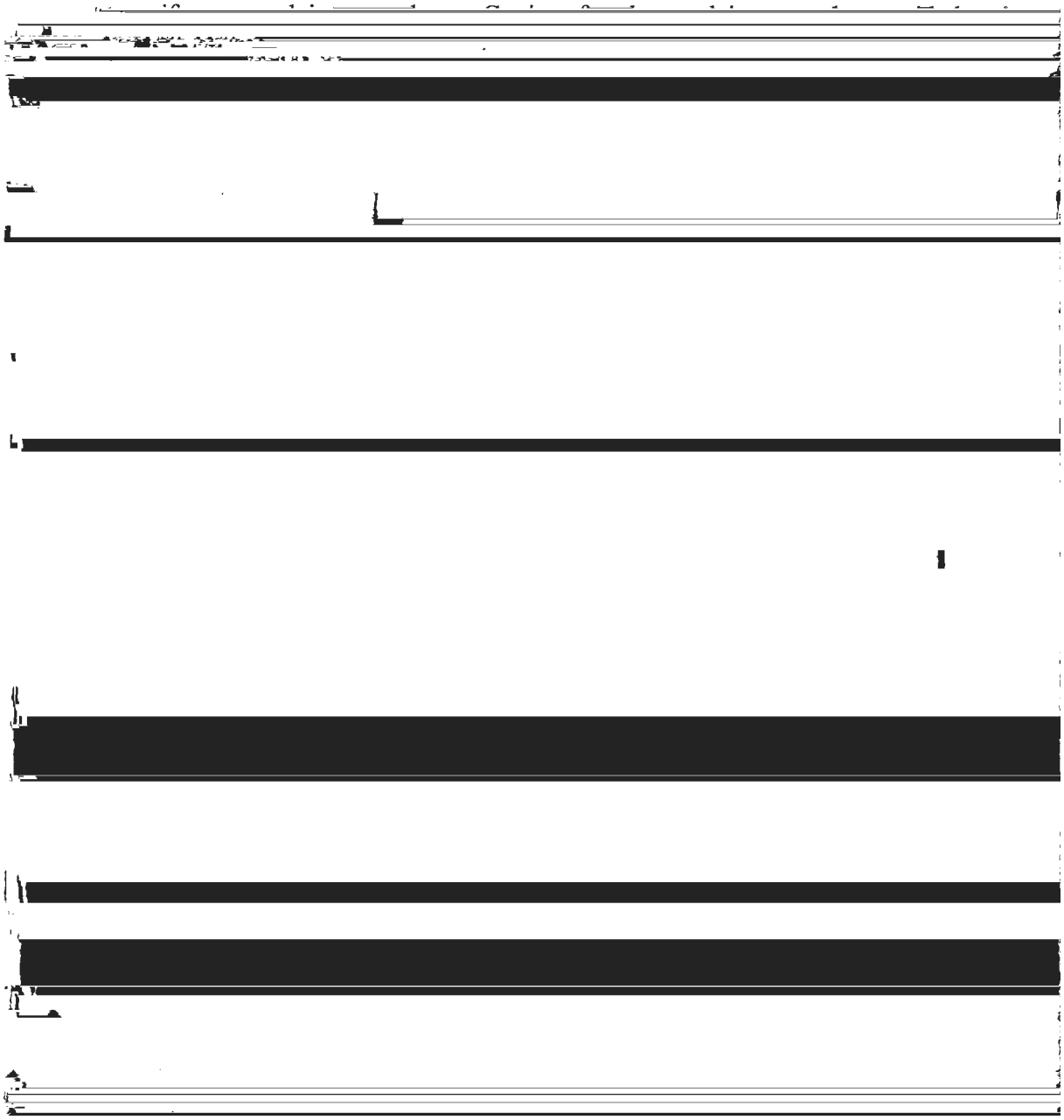
[redacted]

[redacted]

[redacted]

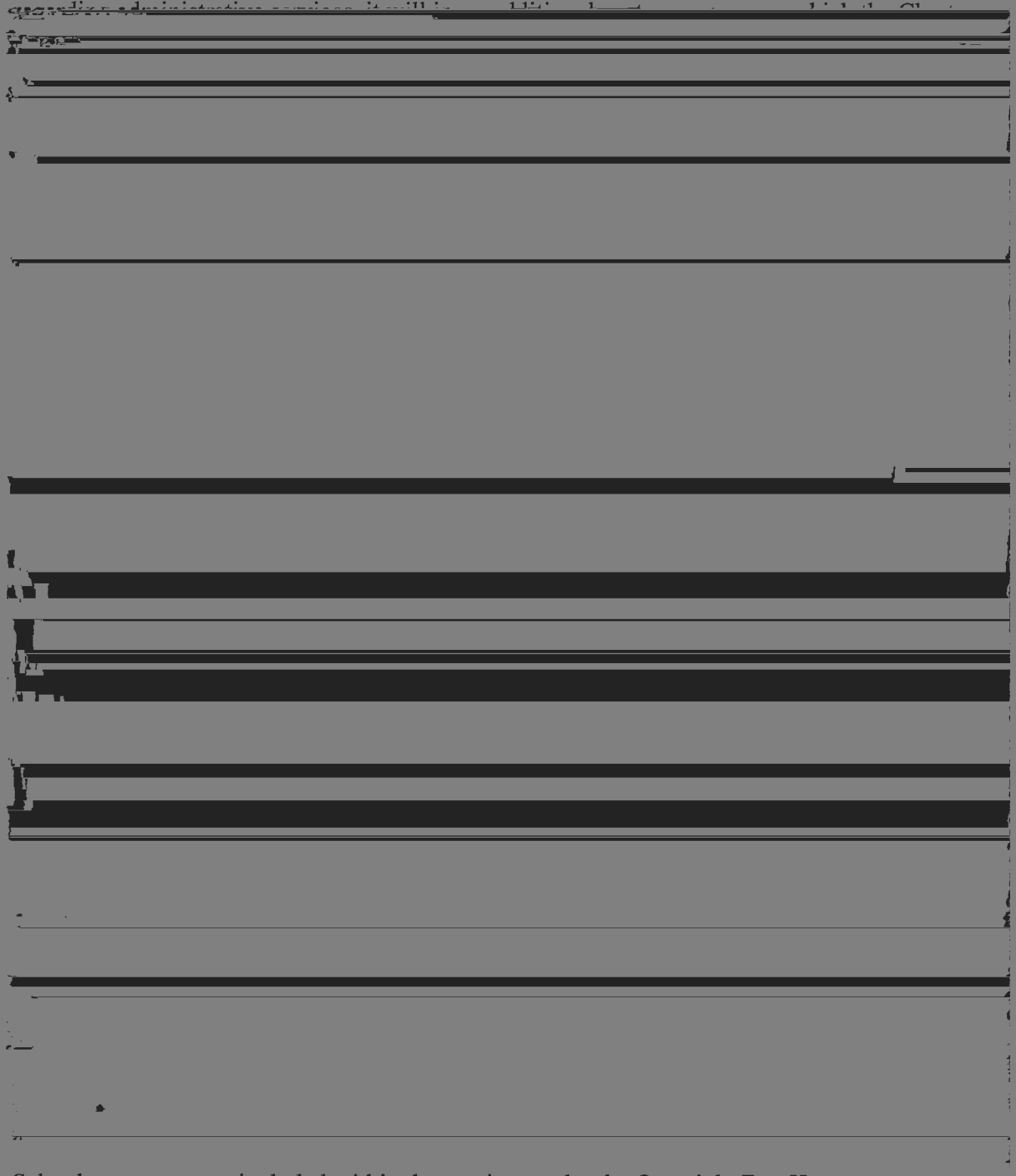
Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

7. Complaints. The Charter School shall inform the District of any complaints submitted or filed against it, including complaints filed with any governmental entity other than the District, which the District is obligated to respond to using its own complaint resolution processes, or under any state or federal law, including but not limited to complaint submitted



fiscal year from the Local Control Funding Formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

Should anything in this provision require revision based upon a change in the law or regulation, the Parties shall meet without delay to cooperatively revise the MOU to ensure that the fees for oversight are consistent with the law. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions and other than as outlined above



School agrees are not included within the services under the Oversight Fee. However, no cost

check.

(d) 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

distributed in accordance with the terms of the Charter.

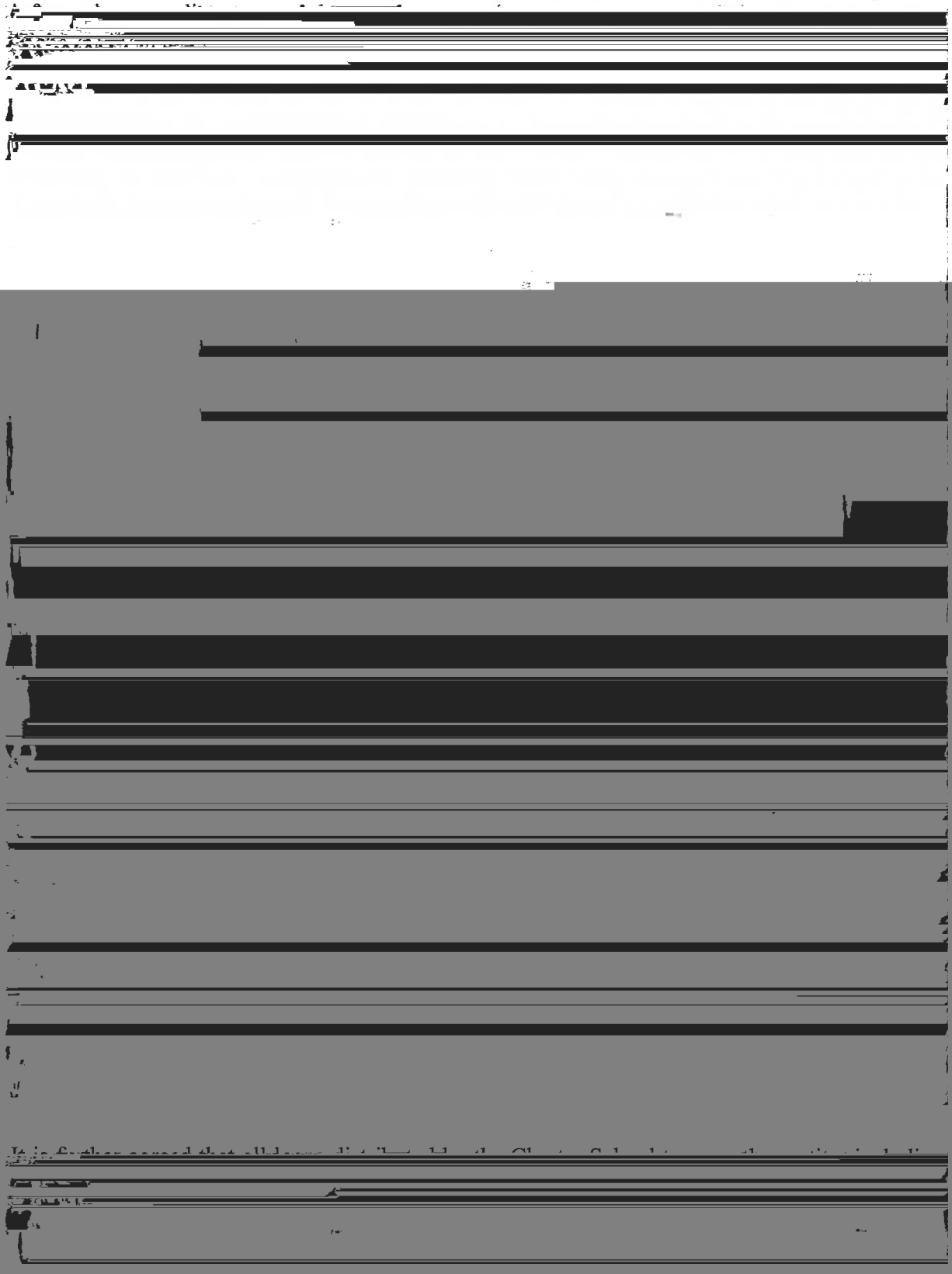
9. Fiscal Controls.

(a) 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 amounts specified in the

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

repayment, including a cash flow schedule. 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 shall provide

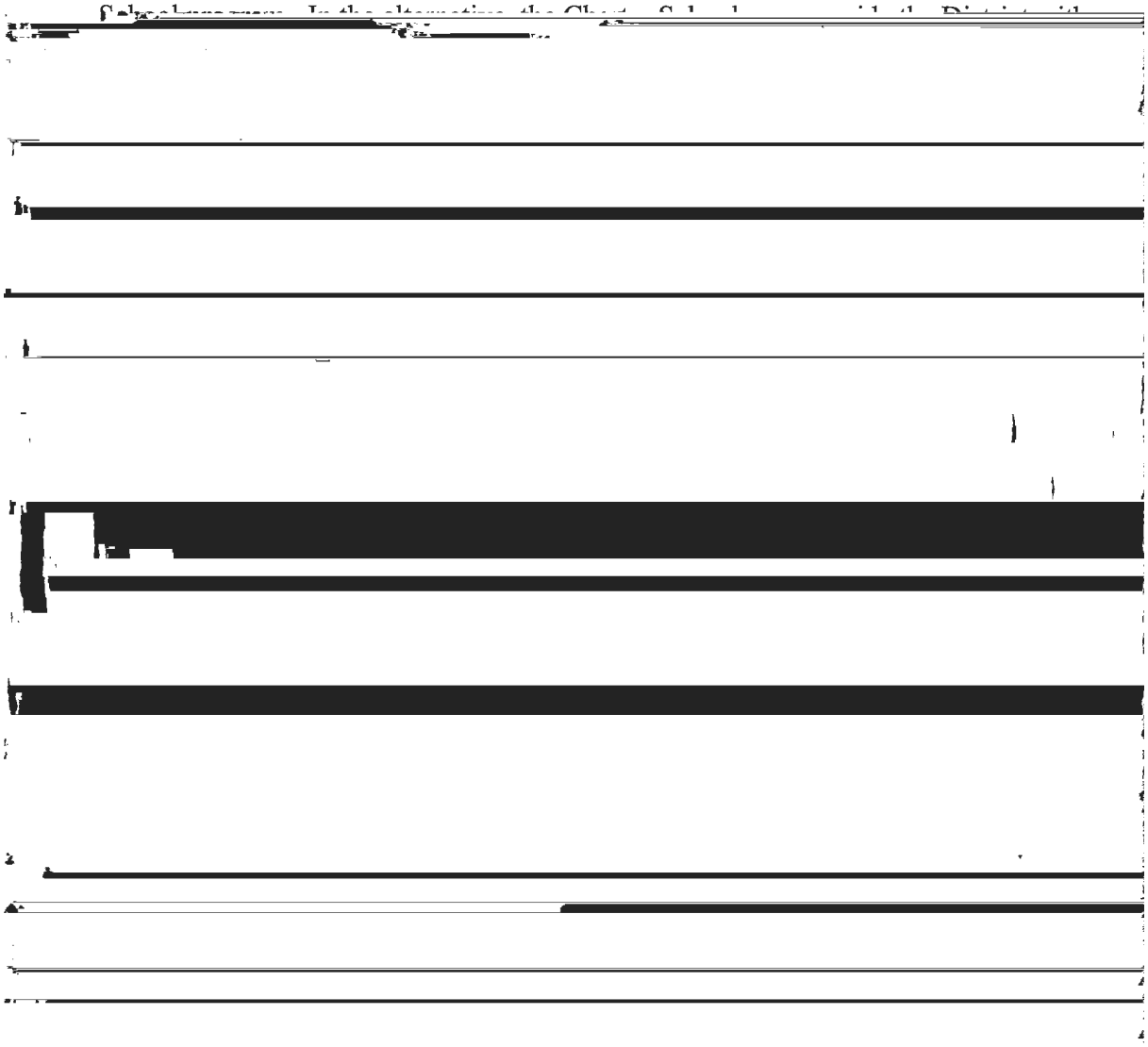


appropriate for documenting the Charter School's assets, including identifying information reasonably available to (or reasonably used by) the Charter School, such as serial numbers or Charter School tracking numbers. As the chartering authority, the District may make other reasonable queries to the Charter School, in order to ensure that the Charter School in

Other Fis

or in part, with public funds.

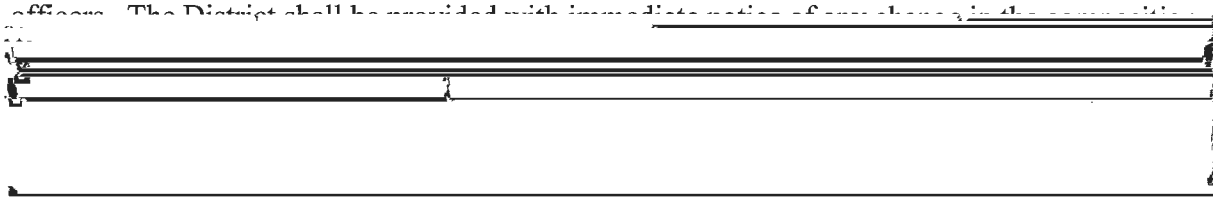
students, as well as for each student who has exited or been disenrolled from the Charter



access to the enrollment attendance data program of the Charter School.

(b) . The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California. Such reports will be submitted to the District, when submitted to the state or other public agency.

(c) The Charter School shall annually (on or before August 1) send to the District a list of its directors and

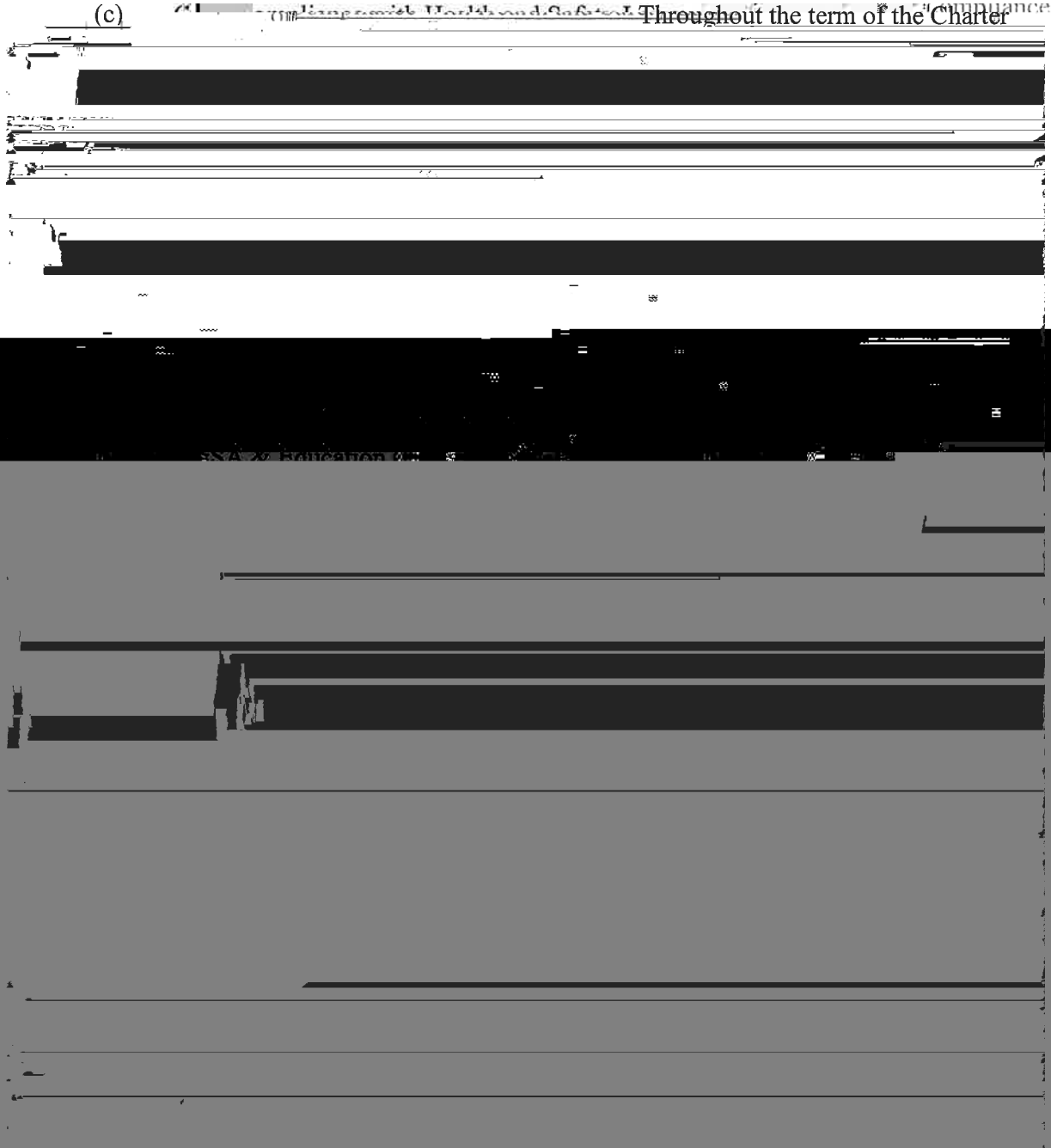


(2) A comprehensive description of procedures the Charter School will implement to notify parents and guardians, of both applicant pupils and currently enrolled pupils, that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

11. Special Education and Related Services; English Learners. The Parties will enter into a 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) . All children will have access to the Charter

(c) Throughout the term of the Charter



comply with the following legal provisions. The Charter School shall maintain a written policy or administrative regulation regarding each legal provision, below, provide the District with a copy of such policy or administrative regulation, and provide the District with a copy if amended.

(1) Education Code Section 49423 regarding the administration of medication in school;
(2) Education Code Section 49414 regarding the provision, storage, and administration of epinephrine pens;
(3) Education Code Section 49406 and Health and Safety Code Sections

[redacted]

agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit and/or District, including indemnity rights or agreements existing in contracts between the

[redacted]

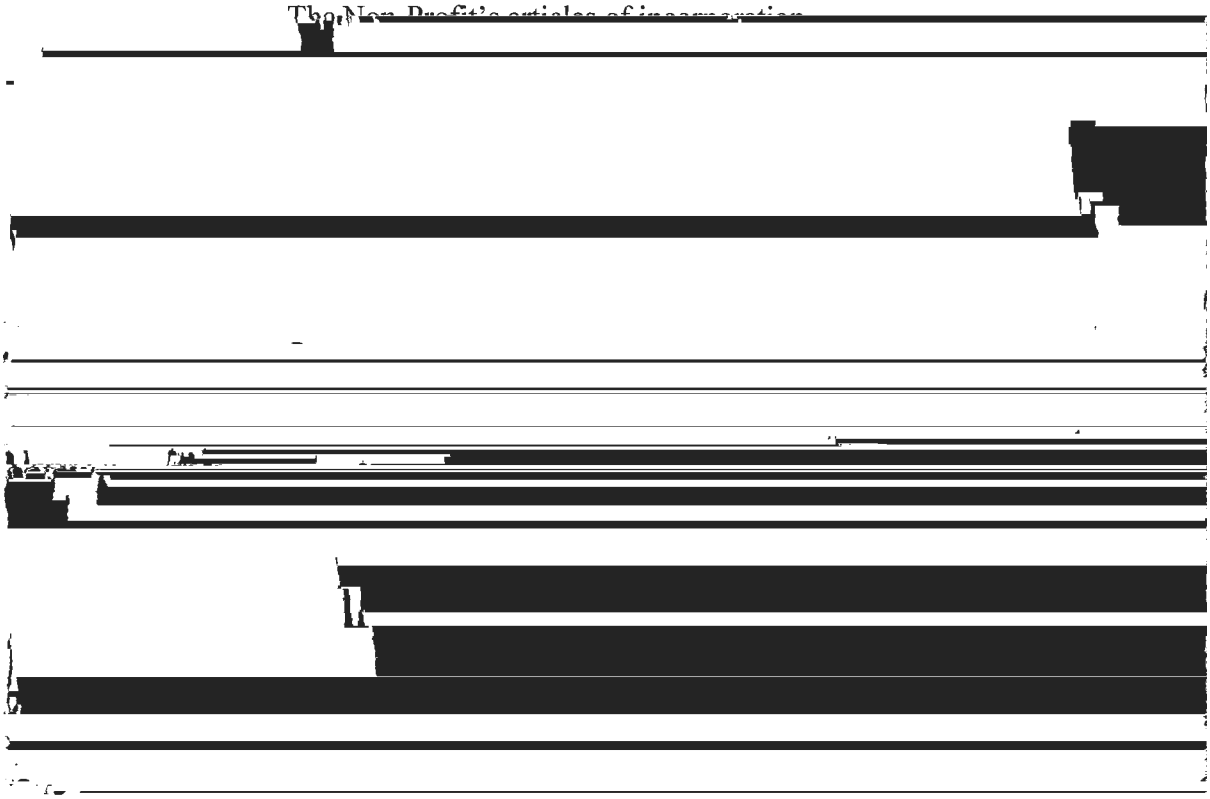
[redacted]

prematurely terminated or cancelled absent 30-days notice to District.

(d) [redacted]

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

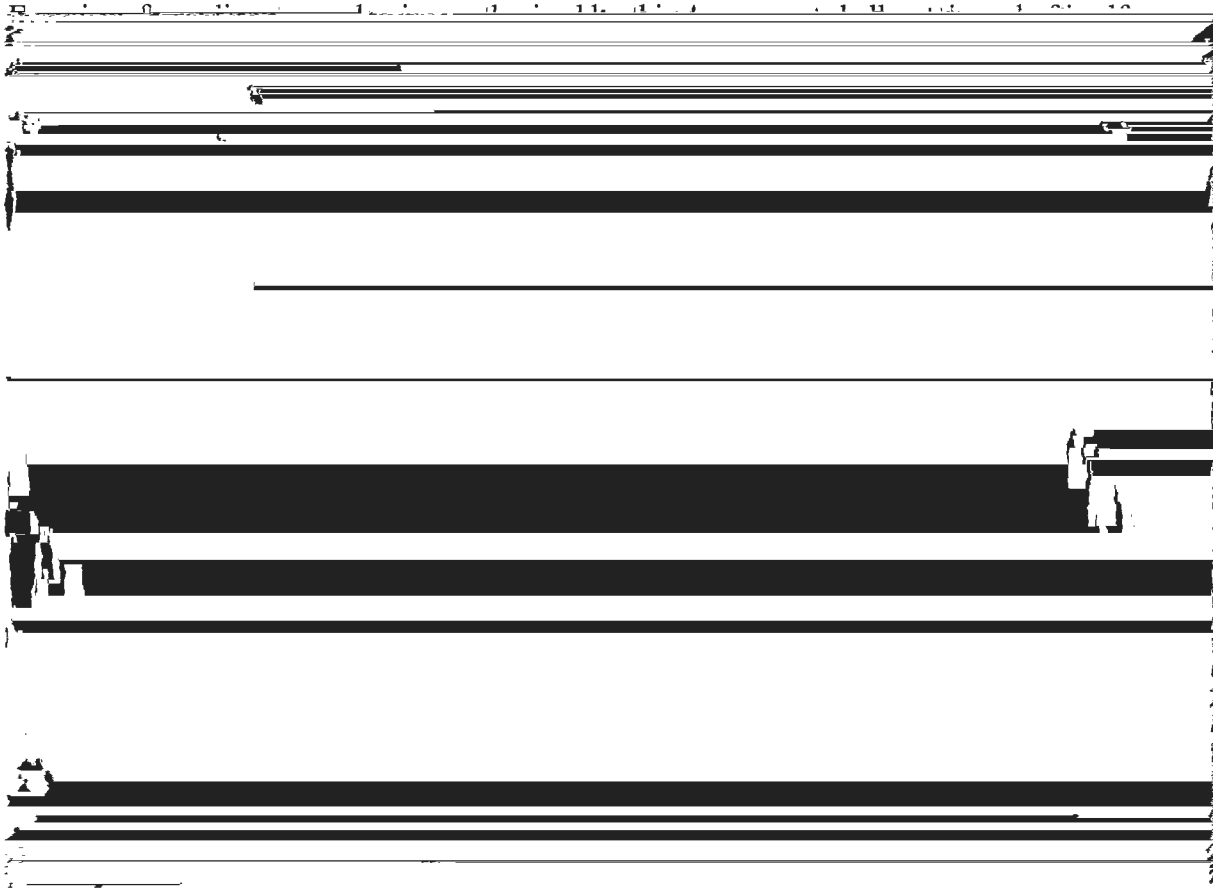
The Charter School agrees to provide to the District's representative on the governing board a



The Non-Profit's conflict of interest policy (and the Charter School Board's conflict of interest policy, if different); and

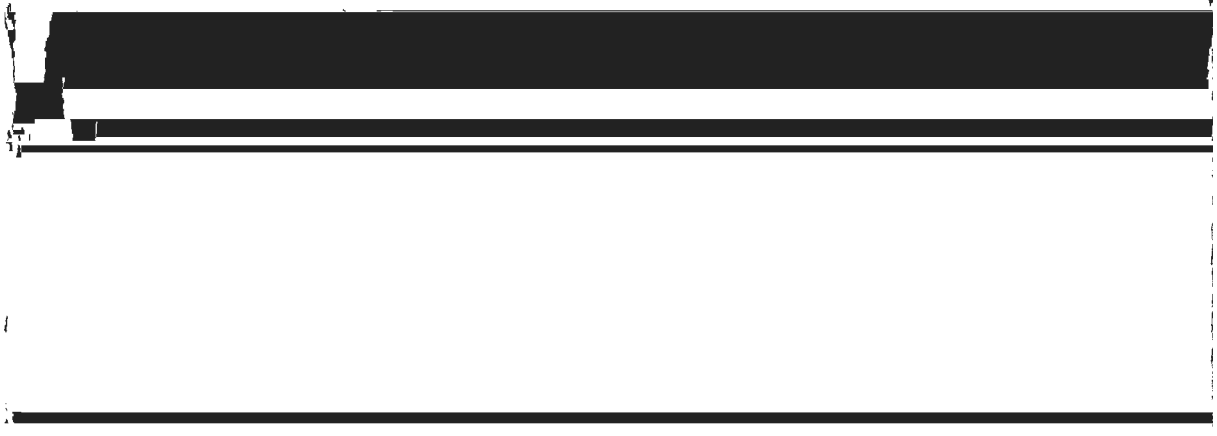
(h) Name changes of the Charter School.

18. Amendments to Agreement. The Updates and Revisions to the Memorandum of Understanding ("Appendix A"), incorporated by reference, are amendments to this Agreement, as mutually agreed to by the Parties. To the extent that the terms of Appendix A and the Agreement conflict with one another, the terms of Appendix A shall control and supersede the term(s) with which they conflict. The remaining terms of the Agreement shall not be affected there by and shall remain valid and fully enforceable.



constitute a material violation of the charter or otherwise be grounds for revocation.

39. **Severability.** If any provision or any part of this Agreement is for any reason held to be



Dated: 4/29/19

Eduardo de León
Executive Director

[redacted]

Language Academy of Sacramento

Dated:

Jorge Aguilar
Superintendent
Sacramento City Unified School District

Appendix A
Language Academy of Sacramento
Updates and Revisions to the Memorandum of Understanding

I. Recitals

a. This Updates and Revisions to the Memorandum of Understanding ("Appendix A")

provides amendments to the operational memorandum of understanding ("Agreement") between The Language Academy of Sacramento ("Non-Profit"), as operator of Language Academy of Sacramento ("Charter School"), and the Sacramento City Unified School District ("District").

b. To the extent that the terms of Appendix A and the Agreement conflict with one

complaint procedures. Copies of such complaints must be provided to the District within three (3)

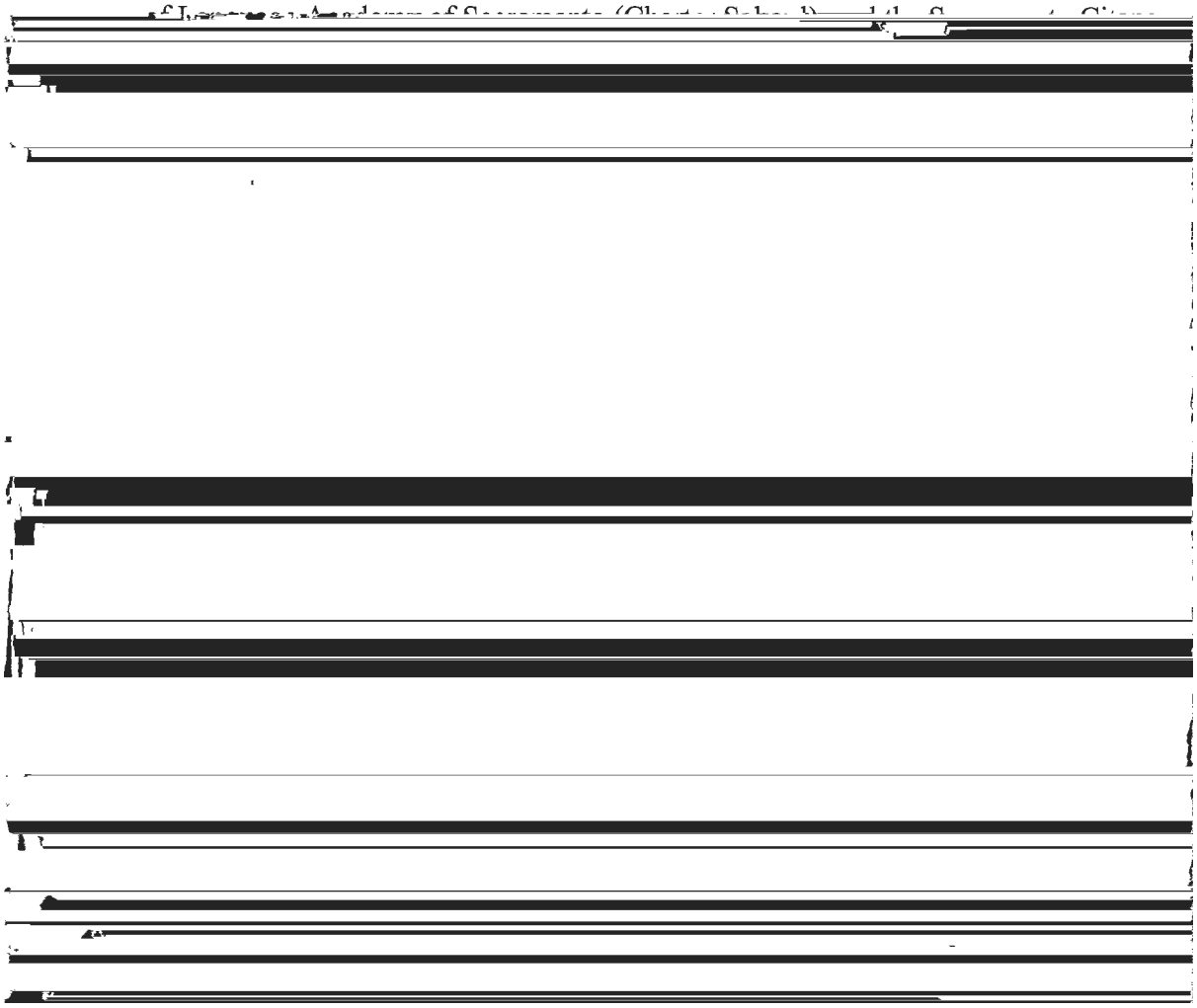
working days of receipt by the Charter School. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the

Appendix B

Language Academy of Sacramento
Corrective Action Plan for 2019-2020 School Year

I. Recitals

A. This corrective action plan is an appendix to the operational memorandum of understanding (MOU) between The Language Academy of Sacramento, as operators



Sacramento City Unified

Independent Charter School

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SCUSD Services and Fees for 2018-19 School Year

Charter School Name Lan

Contact Name and Phone Eduardo de - 277-7137

Signature **Date**

(This agreement is required for every charter school.)

Please sign and return all pages no later than Monday, Ju 2, 2018 to:

Business Services
Attn: Erika Zavaleta
5735 47th Avenue, Box 800
Sacramento, CA 95824

Erika-Zavaleta@scusd.edu/916-643-9055 (tel)

****

Service upon mutual agreement of contract terms and capacity to deliver.

Service Please place a ✓check mark next to each service you would like to purchase from the district to provide to your school	Method of Cost Calculation	2018-19 (Projected)	2018-19 (Actual: TBD – Provided May 2019)
[redacted]			
A. REQUIRED IF NOT PROVIDED BY SCUSD			
[redacted]			

Sacramento

Independent Charter School

City Unified

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SCUSD Services and Fees for 2018-19 School Year

Service **Please place a ✓check mark next to each service you would like to purchase from the district to provide to your school.**	Method of Cost Calculation	2018-19 (Projected)	2018-19 (Actual: TBD – Provided May 2019)
B. ADMINISTRATIVE			
1. Accounting *(Must be on Escape System)*	Per Current Enrollment	$28.33	
- Student Body (Not to exceed 20 checks/month. There will be a $2.50 per check fee in excess of 20 checks)	Per Current Enrollment	$5.25	
2. Budget – Including Student Attendance *(Must be on Infinite Campus System)*	Per Current Enrollment	$27.13	
3. Nutrition Services (Service provided if receiving meals sponsored by SCUSD Nutrition Services Department)	Actual Costs		
4. Human Resources	Per Current Enrollment	$88.21	
5. Employee Compensation (Payroll)/Employee Benefits	Per Current Enrollment	$24.33	
6. Risk Management	Per Current Enrollment	$10.72	

Charter School

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SCUSD Services and Fees for 2018-19 School Year

Service **Please place a ✓check mark next to each service you would like to purchase from the district to provide to your school.**	Method of Cost Calculation	2018-19 (Projected)	2018-19 (Actual: TBD – Provided May 2019)
2. Outlook (select to add on)	Per Current Enrollment	$0.56	
3. Escape On-line (select to add on)	Per Current Enrollment	$9.15	
4. Infinite Campus (Software/Scan) (select to add on)	Per Current Enrollment	$10.62	
6. Shout Point	Per Current Enrollment	$1.40	
8. Frontline (sub mgt. system)	Per Current Enrollment	$0.52	
F INSTRUCTIONAL SUPPORT			
1. Staff/Professional Development	Per Current Enrollment	$1.20	
- Elec. notification/registration, Recordkeeping of 18 hrs.	Per Teacher	$21.00	
2. State and Federal Programs (On-site Technical Assist)	Per Hour	$61.95	
3. Grant Development	Per Current Enrollment	$3.68	

School District: Charter Depart ent

Calendar of Annual Charter Due Dates: 2018-19
Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.

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is due on the next charter
es Request).
ice Responsible for

LCAP: 2018-19 and proof of SCOE Submission **(All) (Simply add CM and JK to the cc when submitting to SCOE.)**

school to be provided

ADA: P-Annual with original signatures (for 2017-18) **(Independent only)**

s **(All)**

and Excel Due: Prior

2017-18 **(All)**
it only)

ad, use "Y" for Yes and

	Office Responsible for Collecting	Deadlines (no later than)											
		July	August	September	October	November	December	January	February	March	April	May	June
LCAP: 2018-19 and proof of SCOE Submission **(All) (Simply add CM and JK to the cc when submitting to SCOE.)**	CM/ JK (cc)	1											
school to be provided	EZ	1											
ADA: P-Annual with original signatures (for 2017-18) **(Independent only)**	MC/ NW (cc)	1											
s **(All)**	JK			1									
and Excel Due: Prior	EZ			15									
2017-18 **(All)**	JK				1								
it only)	JK				30								
ad, use "Y" for Yes and	EZ/ KW (cc)						15						

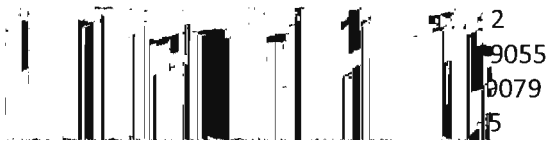
643-9222
ces 643-9055
ght 643-9079 Jack-Kraemer@scusd.edu
WikerK@scusd.edu

– Gloria Chung, Budget Svcs. 643-9405 Gloria@scusd.edu
C – Merilee Carrasco, Budget Svcs. 643-7869 CarrascM@scusd.edu
W – Nancy Wheelhouse, Budget Svcs. 643-7845 WheelhoN@scusd.edu

Calendar of Annual Charter Due Dates: 2018-19
Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.

Annual Information Due from Charter Schools	Office Responsible for Collecting	Deadlines (no later than)												
		July	August	September	October	November	December	January	February	March	April	May	June
ekend or holiday, submission is due on the next charter ept LCAP and Prop 39 Facilities Request). o the person/s listed in the "Office Responsible for c individuals as noted.													
n Plan Items: (Only Charters with Deficiencies)													
ssion Report Board approval meeting ective Action Audit Findings and rm inancial Report Audit" form tion for Corrective Action Plans for Audit due to CDE within 3 weeks from date of letter) **dent only)**	EZ/ KW (cc) CM/ JK (cc)									15 31			
ADA (P2) with original signatures **(Independent only)** (Note: This is in addition to and not in lieu of the monthly attendance reports that are submitted to SCUSD)	MC/ NW (cc)										15		
Calendars and Bell Schedules: 2019-2020 **(All** [redacted] s Google Driv "Out Box to SCUSD")	JK											31	
Cash Flow Projections for 2019-20 **(Independent only)**	GC												30
ado ted 2019-20 Budget with udget Assumptions **(Independent only)**	GC												30

CM – Cathy Morrison, LCAP/SPSA 643-9222 [redacted]scusd.edu
[redacted] Erika Zaragoza, Business Services 643-9055 [redacted]cusd.edu
[redacted] Jack Kraemer, Charter Oversight 643-9079 [redacted]usd.edu
[redacted] – Karen [redacted] Internal Audit 643-7975 [redacted]du
G – Gloria Chung, Budget Svcs. 643-[redacted]405 Gloria@scusd.edu
C – Merilee Carrasco, Budget Svcs. [redacted]643-7869 CarrascM@scusd.edu
NW – Nancy Wheelho[redacted]e, Budget Svcs. 643-7845 WheelhoN@scusd.edu



GC – Gloria Chung, Budget Svcs. 643-9405 Gloria@scusd.edu
CarrascM@scusd.edu
NW – Nancy Wheelhouse, Budget Svcs. 643-7845 WheelhoN@scusd.edu

than)
February
March
April
May
June
15
15
- Statement of Actual Costs for 2018-19
- Letter of Intent (LOI) for 2019-20
CW – Cathy Morrison, LCAP/SPSA 643-9222
EZ – Erika Zavaleta, Business Services 643-90
KH – Jack Kraemer, Charter Oversight 643-907
KW – Karen Wiker, Intern, Audit 643-7975
Erika-Zavaleta@scusd.edu
WikerK@scusd.edu

SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
Language Academy of Sacramento

This Memorandum of Understanding ("Agreement") is entered into as of July 1, 2019, ("Effective Date"), by and between the Board of Trustees of the Sacramento City Unified School District ("District") and The Language Academy of Sacramento ("Non-Profit"), a California

non-profit public benefit corporation, operating Language Academy of Sacramento ("Charter School"), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the Parties with respect to the delivery and financing of special education

47641, subdivision (a). The Charter School has obtained membership as an independent LEA in the El Dorado County Office of Education SELPA ("SELPA"). The Charter School has provided the District with verifiable written assurances that they have been accepted to participate as an LEA in the 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

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 [redacted]

E

F

[redacted]

jointly accepted, and in the event of any subsequent determination of ambiguity

[redacted]

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 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.

[redacted]

signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

[redacted]