



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1d

Meeting Date: November 3, 2016

Subject: Approve Operational Memorandum of Understanding, Special Education MOU, and Charter School MOU

_____ : The District approved the initial charter petition for Growth Public Schools on September 1, 2016 for a term of five years effective July 1, 2017 to June 30, 2022. By approving the renewal of the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 et seq.). To clarify the roles and responsibilities of the parties, the District enters into an Operational MOU and Special Education MOU with each charter school. The Operational MOU outlines 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 the Charter School's charter. The Special Education MOU sets forth the responsibilities of the parties with respect to the delivery and financing of special education services to students enrolled in the Charter School. With SCUSD Board approval on October 20, 2016 to remove language regarding "Voter Approved Measures" in all charter Operational Memorandum of Understandings, Amendment 1 to the Operational Memorandum of Understanding

aligns Growth Public Schools with the collective Independent charter schools of the District.

Financial Considerations: The financial considerations are outlined within the Operational Memorandum of Understanding and Special Education Memorandum of Understanding.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Operational Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools
2. Special Education Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools
3. Amendment 1 to Operational Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools.

Estimated Time of Presentation: NA

Submitted by: Jack Kraemer, Innovative Schools and Charter Oversight Director

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**AND
GROWTH PUBLIC SCHOOLS**

This Operational Memorandum of Understanding (“Agreement”) is entered into as of November 3, 2016, by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Growth Public Schools, Inc. (“Non-Profit”), a California non-profit public benefit corporation, operating Growth Public Schools (“Charter School”), a public charter school chartered by the District. The District, the Non-Profit and the Charter School are collectively

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

prior express written approval of the District. The Charter School shall not change locations

Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the District understands

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, the District shall not be held liable for such delays.

under such agreement or contract are solely the responsibility of the Charter School and are not

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

the Charter School outside of its supervisory oversight functions and other than as outlined above

regarding administrative services, it will incur additional costs or expenses, which the Charter School agrees are not included within the services under the Oversight Fee. However, no cost

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 amounts specified in the

(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

(4) On or before September 15, a final unaudited report for the full prior fiscal year.

(i) Banking Arrangements - The Charter School's Business Office as of 12/31/2011

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

provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. In addition, the Charter School shall

a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA")

~~and related state law regarding student records. At a minimum, such records include enrollment~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

District site visits - evidence that the Charter School has performed criminal background checks

For all questions and documentation that remains have conducted on 11/11/11

against any and all alleged or actual breach of any obligation imposed on the District under

2

codes or disability access ordinances, regulations or laws, all personal property, fixtures, and

such coverage shall be provided in the form of a duly issued certificate of insurance or

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

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

- (e) The addition of facilities and/or new sites not previously approved by the District
- (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

21

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

shall be brought in the appropriate court in Sacramento County, California.

22. **Governing Law and Authority.** In the event of a conflict between the law and terms of

Appendix A
Growth Public Schools
Annual Performance Report for 2016-2017 School Year

Sacramento City Unified School District
Annual Performance Report: Submission Year 2016-2017 for Audit Year 2015-2016

Sacramento City Unified School District

Parent School Meeting 2013-2014

Appendix B
Growth Public Schools
Corrective Action Plan for 2016-2017 School Year

I. Recitals

A. This corrective action plan is an appendix to the operational memorandum of understanding (MOU) between the Growth Public Schools, Inc., as operators of

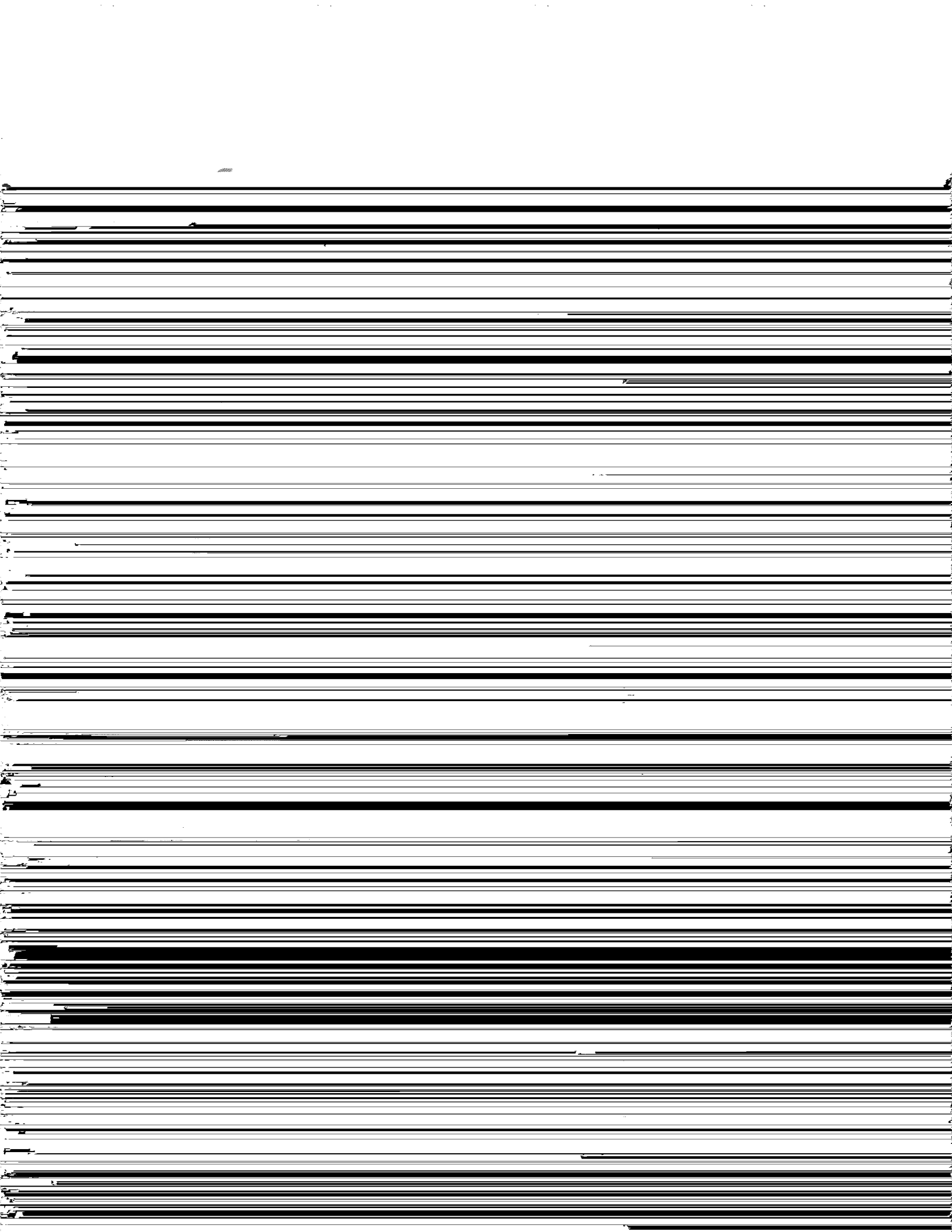
Growth Public Schools (Charter School) and the Sacramento City Unified School

District (District.)

B. On May 16, 2016, the District received a charter petition from Growth Public

2. Racial and Ethnic Balance. The proposed enrollment of certain racial and ethnic

Growth Public Schools
Letter of Intent for 2016-2017 School Year





Independent Charter School

**BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
GROWTH PUBLIC SCHOOLS**

This Memorandum of Understanding ("Agreement") is entered into on November 2, 2016

verifiable written assurances that they have been accepted to participate as an LEA in the SELPA by February 15, 2017.

B. The Charter School will serve as its own LEA for the purposes of special

expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in

kind to this Agreement are authorized without written consent, evidenced by

- 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

Any notices required by this Agreement sent by facsimile transmission or

electronic mail to the Commission and the Agency shall be deemed to be received if

1.

