SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 10.1f

Meeting Date: June 16, 2016

Subject: **Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding for Capitol Collegiate Academy**

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

Division: Office of Strategy and Innovation

Recommendation: Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding between Sacramento City Unified School District and Capitol Collegiate Academy.

Background/Rationale: The District approved the renewal of the charter for Capitol Collegiate Academy for a term of five years effective July 1, 2016 to June 30, 2021. 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.

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 Engagement

Documents Attached:

1. Operational Memorandum of Understanding between Sacramento City Unified School District and Capitol Collegiate Academy
2. Special Education Memorandum of Understanding between Sacramento City Unified School District and Capitol Collegiate Academy

Estimated Time of Presentation: N/A
Submitted by: Jack L. Kraemer, Charter Oversight, Coordinator
Approved by: Al Rogers, Ed. D., Chief Strategy Officer

OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND Capitol Collegiate Academy

This Operational Memorandum of Understanding ("Agreement") is entered into as of June 16, 2016, by and between the Board of Trustees of the Sacramento City Unified School District ("District") and the Capitol Collegiate, Inc., ("Non-Profit"), a California non-profit public benefit corporation, operating the Capitol Collegiate Academy ("Charter School"), a public charter school chartered by the District. The District, the Non-Profit and the Charter School 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 *initially* approved the charter on May 6, 2010 for a term of four years and extended the charter for one year on March 5, 2015. The District renewed the Charter School's charter on November 19, 2015, for a term of five years, beginning on July 1, 2016 and expiring June 30, 2021. 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, 2021. If the Charter School's charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate. 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 extension of the charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

3. Designation of School. The Charter School shall be known as Capitol Collegiate Academy. 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 charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District. Any change of location shall be considered a material revision of the charter petition under Education Code sections 47605 and 47607 and shall not be denied unless there are sufficient findings per these statutes.

4. School Accountability.

(a) Annual LCAP. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's Local Control and Accountability Plan ("LCAP"), and annual updates thereto as required by law, shall be annually provided to the District by July 1, unless a different date is established by law. The Charter School will utilize the State Board of Education's template to submit its LCAP pursuant to this section. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Performance Report. The Charter School will provide an Annual Performance Report to the District upon the terms and deadlines specified in Appendix A (Annual Performance Report). Appendix A is incorporated to this Agreement by reference. From time to time, and as may be necessary in the District's sole discretion, the District reserves the right to revise the content requested in, and format of, the Annual Performance Report. The District will provide the Charter School with notice at least thirty (30) days prior to the implementation of changes to the Annual Performance Report.

(c) Corrective Action. The Charter School must comply with the terms and conditions specified in the Corrective Action Plan, attached to this Agreement as Appendix B and incorporated to this Agreement by reference.

5. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this MOU require revision based upon changes in law or regulation, the Parties shall meet without delay to cooperatively revise the MOU to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement allocated through the Local Control Funding Formula ("LCFF") under Education Code sections 42388 *et seq*. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to 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 in providing the Charter School with its share of local funding. 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 one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b).

(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). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. 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 re-deposits 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 the Charter School's accounts are held. 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, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in compliance with applicable laws.

6. 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. 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. 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 pursuant to uniform 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 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 the Charter Schools ("Fee Schedule") for the 2016-17 school year is attached hereto as Appendix C, and incorporated to this Agreement by reference. 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. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and 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 the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subd. (a), 42238.02, and 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 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 will be imposed upon or accrued by the Charter School without prior negotiation and agreement between the Charter School and the District of the terms and cost of said services.

"Supervisorial Oversight," as used in the Education Code section 47613, is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law, including the annual update required pursuant to Education Code section 47606.5.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification, in accordance with the law, regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Administrative Services, Oversight Fee and Expenses. On a quarterly basis, the District shall provide a written invoice and, as necessary, supporting expense information, to the Charter School detailing the amount due for services performed by the District, the oversight fee due pursuant to section 8(b), and any expenses paid by the District on the Charter School's behalf, with the exception of special education encroachment fees, if any which shall be computed and charged in accordance with the Special Education Memorandum Of Understanding between the Parties (Special Education MOU).

Payment on invoices provided to the Charter School pursuant to this section shall be due within thirty (30) calendar days of receipt unless the Charter School has provided written notice to District that it disagrees with invoiced charges. Payments shall be made to the District's Business Services Department. The Charter School may only withhold payment for services, fees or expenses that it has specifically contested. The Charter School shall make payment by check.

(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 amounts specified in the annual budget or budgetary revisions 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 shall 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 the Charter Schools Act, the California Administrative Code sections defining charter school average daily attendance, and other 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 and as specified in Education Code section 47604.33, 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.

In addition to the reports required by this section, the Charter School must submit all reports indicated in Appendix D (Calendar of Annual Charter Due Dates), incorporated to this Agreement by reference. 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. 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 the Charter School and its successful operation. Accordingly, the 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 not be used to satisfy any third party debts

or liabilities, including those of the Non-Profit. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(j) Banking Arrangements. The Charter School's Business Officer or designee 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 Officer or designee, who shall not be authorized to expend petty cash.

(k) Property Inventory. Within thirty (30) days of receipt of a written request by the District, the Charter School's head of school or his or her designee, shall provide the District with a written inventory of all Charter School purchases of non-consumable goods and equipment that were: 1) valued at one-thousand dollars ($1,000.00) or more, and, 2) made in that fiscal year, and, 3) made in whole or in part with public funds. This inventory shall include the original purchase price and date, a brief description of the item(s), and other information 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 compliance with the law with regard to tracking items and property that are purchased, in whole or in part, with public funds.

(l) 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 Business Officer or designee 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.

(m) 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. Updated fiscal policies of the Charter School shall be provided to the District annually.

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. On an annual basis and no later than January 15 of each year, the Charter School shall 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 provide documentation showing the number and percentage of its enrollment that resides within the District's boundaries by grade level and the number and percentage of its enrollment that resides outside of the District's boundaries by grade level. Upon the District's request, the Charter School shall provide additional information regarding its enrolled students, including their name, residential address, school district of residence, and telephone number. The Charter School recognizes that this information is critical to District planning for the next year. District agrees not to use student data information for marketing and/or recruiting purposes.

2. Monthly enrollment reporting. No later than the 15th calendar day of every month, the Charter School shall provide the District with a copy of its student enrollment numbers for the prior month, including the name, residential address, residential telephone number, and school district of residence for each newly enrolled students, as well as for each student who has exited or been disenrolled from the Charter School program. In the alternative, the Charter School may provide the District with access to the enrollment attendance data program of the Charter School.

(b) Reporting to Public Agencies. 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) Notification to District Regarding Governing Body Composition. The Charter School shall annually (on or before August 1) send to the District a list of its directors and officers. The District shall be provided with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by May 31 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and the Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than October 1.

(g) Student Records. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having 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 laws regarding student records. 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 60600, *et seq*. and 60851. 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 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) 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 ("ADA") (42 U.S.C. § 12101 *et seq.*). The Parties further 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.

(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) English Learners. In addition to those obligations set forth in section 5 of this Agreement concerning 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 testing and reporting of English Learners.

12. Human Resources Management.

(a) Charter School Exclusive Employer. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for employment, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The

Charter School will provide certification to the District that all employees and volunteers or 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) Compliance with Health and Safety Laws. Throughout the term of the Charter and this Agreement, the Charter School and all employees to which each law applies shall 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 49141 regarding the provision, storage, and administration of epinephrine pens;
(3) Education Code Section 49406 and Health and Safety Code Sections 121525 – 121555 requiring all employees who work in contact with students to obtain tuberculosis screenings or tests, as specified in law; and
(4) Penal Code Section 11164, *et seq.* and Education Code Section 44691 regarding employee mandated reporter obligations and training.

(d) 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.

(e) ESSA & Education Code section 47605(l). The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal Every Student Succeeds Act ("ESSA") and Education Code section 47605(l).

13. Indemnification. The Non-Profit shall promptly defend, indemnify, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the District or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by the Non-Profit or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

The District shall promptly defend, indemnify, and hold harmless the Non-Profit, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Charter Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed on the District under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the Charter School or any third party, arising from the District's sole or separate negligence.

In the event of a third party claim or potential claim covered by these provisions, the Parties 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 Non-Profit and/or District and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

14. Insurance and Risk Management. The Non-Profit shall, for itself and the Charter School, and at its sole cost and expense, purchase and maintain during the entirety of this Agreement, insurance or indemnity protection as follows, as well as any additional insurance as may be required by law:

(a) Liability Insurance. Occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars ($5,000,000) per claim and in the aggregate, and a per occurrence deductible of no greater than five thousand dollars ($5,000), whether purchased in the form of a single policy/agreement or by way of multiple policies/agreements, including excess or umbrella policies or agreements, that extends coverage for, among other things, educators' legal liability, property damage liability, employment practices liability, automobile (owned, non-owned, and hired) liability, personal injury and advertising injury liability, directors and officers, and errors and omissions liability, with such coverage extended to the Charter School, its governing board, its officers, agents, employees, and volunteers. To the fullest extent allowed by law, and in keeping with the Non-Profit's indemnity obligations described above, the Indemnified Parties shall be included as "additional insureds" or "additional covered parties" under each of the Non-Profit's liability policies or agreements, with such coverage evidenced by duly issued "additional insured" or "additional covered party" endorsement(s) and/or duly issued certificate(s) of insurance, which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employers liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than $500,000, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(c) Property Insurance. The District will maintain insurance for facilities, consistent with the Facilities Use Agreement. This includes property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building codes or disability access ordinances, regulations or laws, all personal property, fixtures, and property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(d) Bond. Fidelity and crime coverage extending to wrongful acts with respect to money or property owned by or under the care, custody or control of any Charter School employee, volunteer, agent or representative. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

15. Compliance with Law Applicable to Public Agencies. The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, § 54950 *et seq*.);
- The California Public Records Act (Cal. Gov. Code, § 6250 *et seq*.);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to 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 Act ("ADA") (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 ("Section 504") (29 U.S.C. § 794 *et seq*.);
- Education 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*.);
- Local Control Funding Formula (Cal. Ed. Code, § 42238, *et seq*.); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 *et seq*.) as amended by the Every Student Succeeds Act of 2015 ("ESSA") (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 for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, § 6250 *et seq*.) as well as Education Code section 47604.3.

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 ("CIF") activities. Charter School participation in 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 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 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 following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves.

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 thereby and shall remain valid and fully enforceable.

21. 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.

22. Governing Law and Authority. In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

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 given on the second day following the mailing of notice by certified mail.

To the District at:	Sacramento City Unified School District Attn: Charter Oversight Coordinator 5735 47th Avenue Sacramento, CA 95824 Facsimile: (916) 399 - 2058
To the Non-Profit and Charter School at:	Capitol Collegiate Academy Attn: Penny Schwinn 2118 Meadowview Road Sacramento, CA 95832 Facsimile: (916) 469-9735

24. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

25. Conflicts. If any provision of this Agreement is inconsistent with the charter, the terms of the Agreement shall prevail.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: _____ _____

Penny Schwinn
School Founder and Executive Director
Capitol Collegiate Academy

Dated: _____ _____

José L. Banda
Superintendent
Sacramento City Unified School District

Appendix A

Capitol Collegiate Academy

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

Charter School Name:	
Location Address/es:	
Contact/s and Position/s:	
Telephone:	**Email:**
Grades Served:	**Number of Instructional Days:**
Charter Term:	**Audit Year: 2015-2016**
APR Submission Date:	
Instructions: - **Please enter directly into this form and submit it.** - **Please include a table of contents for the appendices along with the appendices in hardcopy and put it in the back of the report.** - **Please submit (1) hardcopy with appendices, (1) electronic Word with appendices, and (1) PDF with appendices no later than October 1, 2016 to jack-kraemer@scusd.edu.**	
Mission:	
Up to 3 bullets about what makes your program unique:	
Compliant with Statement of Assurances (Yes or No)	

Annual Performance Reports	**Element #**
1. Describe Charter School's target student population, specific educational needs, interests, backgrounds, and challenges. (CBEDS screen shot)	**1**
2. Did your governing board adopt an LCAP revision on time? Y/N (Board adoption date:) Did you send your LCAP to the county on time? Y/N (* Please include 2015-16 LCAP in appendix.)	**1**

	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	**Totals**
Total Enrollment	/	/	/	/	/	/	/	/	/	/	/
In District	/	/	/	/	/	/	/	/	/	/	/
Out of District	/	/	/	/	/	/	/	/	/	/	/
EL	/	/	/	/	/	/	/	/	/	/	/
SPED	/	/	/	/	/	/	/	/	/	/	/
FRPL	/	/	/	/	/	/	/	/	/	/	/
Foster	/	/	/	/	/	/	/	/	/	/	/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/

Comments for 2015-16 school year (Comments for the future: TBD) regarding specific education needs, interests, backgrounds, and challenges (Up to 100 words):

<table>
<tr><td>3. Provide summary data showing student progress toward the goals and outcomes specified in the charter from assessment instruments and techniques listed in the charter or otherwise required by the District (charter specific, from Element 2)</td><td>2</td></tr>
<tr><td>4. Provide Charter School's Academic Performance Index growth target for the three most recent years, if applicable. (one year lag)</td><td>2</td></tr>
<tr><td>5. (High School only) School data regarding A-G requirements for most recent year available.</td><td>2</td></tr>
<tr><td>6. (High School only) School data regarding graduation (from CDE for most recent year available) and WASC accreditation.
Four-year cohort graduation rate (overall and for all subgroups reported by the state)
Is your school currently accredited by WASC? Y/N (attach accreditation letter in Appendix)</td><td>2</td></tr>
<tr><td>7. Provide an analysis of whether student performance is meeting the goals specified in the charter. The results and data for the three most recent years will be displayed on a school-wide basis and also disaggregated by subgroups and shall include analysis based on applicable CAASPP and CAHSEE programs of the State of California.</td><td>3</td></tr>
<tr><td>8. Provide analysis of CELDT and redesignation results and data for the three most recent years</td><td>3</td></tr>
<tr><td>9. Provide a copy of the Charter School's governing board roster, Board meeting dates held, and identify how the public can access agendas, and minutes.</td><td>4</td></tr>
<tr><td>10. Provide data on the level of parent involvement in the school's governance (and other aspects of the school, if applicable)</td><td>4</td></tr>
<tr><td>11. Provide data regarding the number of staff working at the school and their qualifications.(From CBEDS)</td><td>5</td></tr>
<tr><td>12. Provide a bullet point summary of any major changes and/or additions to the charter school's policies during the year.</td><td>6</td></tr>
<tr><td>13. Provide information demonstrating whether the Charter School implemented the means stated in the charter to achieve a racially and ethnically balanced student population.</td><td>7</td></tr>
<tr><td>14. Provide an overview of the Charter School's admissions practices during the year and the overall number of students on the school's waiting lists on the first day of school of the audit year</td><td>8</td></tr>
<tr><td>15. Provide the charter school's unaudited actuals for the audit year 2015-16 (in Appendix)</td><td>9</td></tr>
<tr><td>16. Complete the table on student discipline from the Charter School.
- Charter school's reported suspension number and rate for audit year (match what is given to CDE)
- How many expulsions and rate for audit year
<table>
<tr><th><u>Subgroup 1:</u>
(List here)</th><th><u>Subgroup 2:</u>
(List here)</th><th><u>Subgroup 3:</u>
(List here)</th><th><u>Subgroup 4:</u>
(List here)</th><th><u>Subgroup 5:</u>
(List here)</th><th><u>All Others:</u></th><th><u>Total Students:</u></th></tr>
<tr><td># Suspended___</td><td># Suspended___</td><td># Suspended___</td><td># Suspended___</td><td># Suspended___</td><td># Suspended___</td><td># Suspended___</td></tr>
<tr><td>Above # divided by Subgroup 1 total enrollment

% Suspended___</td><td>Above # divided by Subgroup 2 total enrollment

% Suspended___</td><td>Above # divided by Subgroup 3 total enrollment

% Suspended___</td><td>Above # divided by Subgroup 4 total enrollment

% Suspended___</td><td>Above # divided by Subgroup 5 total enrollment

% Suspended___</td><td>Above # divided by All Others total enrollment

% Suspended___</td><td>Above # divided by Total Students enrollment

% Suspended___</td></tr>
<tr><td># Expelled___</td><td># Expelled___</td><td># Expelled___</td><td># Expelled___</td><td># Expelled___</td><td># Expelled___</td><td># Expelled___</td></tr>
<tr><td>Above # divided by Subgroup 1 total enrollment

% Expelled___</td><td>Above # divided by Subgroup 2 total enrollment

% Expelled___</td><td>Above # divided by Subgroup 3 total enrollment

% Expelled___</td><td>Above # divided by Subgroup 4 total enrollment

% Expelled___</td><td>Above # divided by Subgroup 5 total enrollment

% Expelled___</td><td>Above # divided by All Others total enrollment

% Expelled___</td><td>Above # divided by Total Students enrollment

% Expelled___

Home District/s Notified: Y or N</td></tr>
</table>
Comments:</td><td>10</td></tr>
<tr><td>17. Provide analysis of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of formal disputes and complaints.
- Template sentence: During the (audit year) school year, (charter school name) had X complaints filed through the school's uniform complaint procedure and Y complaints were resolved.</td><td>14</td></tr>
</table>

Appendix B
Capitol Collegiate Academy
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 Capitol Collegiate Academy (CCA), a non-profit corporation operating a charter school under the same name, and the Sacramento City Unified School District (District.)

B. On September 18, 2015, CCA petitioned the District for a five-year renewal to its operating charter, initially approved on May 6, 2010, and extended on March 5, 2015. On November 19, 2015, the District's Board of Trustees approved CCA's renewal petition, contingent upon the terms and conditions to be agreed upon on in the MOU.

C. This corrective action plan identifies areas that District staff identified during their review of the renewal petition, and establishes corrective steps that CCA agrees to remedy.

D. CCA and the District shall annually review the progress made towards achieving the terms of this corrective action plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein and in the MOU, the Charter School agrees to the following terms and conditions:

1. Pupil Suspension and Expulsion Policies. CCA's student discipline policies, as described in their charter renewal petition, contain a nearly identical list of offenses that may result in a discretionary student suspension or discretionary student expulsion. However, the student discipline policies do not contain a set of objective standards outlining the circumstances when it is appropriate for the Charter School to issue a discretionary suspension, as opposed to a discretionary expulsion. To remedy this deficiency:

- CCA shall develop an objective standard to determine when a student shall be subject to a discretionary expulsion, as opposed a discretionary suspension;
- CCA shall incorporate this objective standard into their student discipline policies, and provide all parents and pupils with notice of said policy change; and
- CCA shall provide proof to the District of the creation, adoption, and implementation of said student discipline policy.

2. Cash flow and Budgeting. The District's review of CCA's renewal petition exposed several concerns about the adequacy of CCA's cash flow and supporting budgetary documents. To address this concern:

- Within 14 calendar days after the execution of this Agreement, and, annually thereafter, CCA shall provide the District with cash flow projections and operational budgets for the next three years, or until the charter expires, whichever is shorter. Within one month after the execution of this Agreement, and annually upon request thereafter, a CCA representative shall meet with the District to review and respond to District inquiries regarding CCA's cash flow and budget documents.

Appendix C
Capitol Collegiate Academy
Letter of Intent for 2016-2017 School Year

Independent Charter School

Letter of Intent (LOI)

SCUSD Services and Fees for
2016-17 School Year

Charter School Name _____

Contact Name and Phone _____

Signature _____ **Date** _____

(This agreement is required for every charter school.)
Please sign and return all pages no later than Friday, July 1, 2016 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	2016-17 (Projected)	2016-17 (Actual: TBD – Provided May 2017)
A.	REQUIRED IF NOT PROVIDED BY SCUSD			
	1. Special Education Program Encroachment (if not own LEA)	Per Current Enrollment	$704.64	
	2. Special Education Transportation Encroachment (if used)	Per Special Education Student Transported	$3,146.66	
✓	3. *Utilities/Telecommunications	Actual Costs		
✓	4. ~~*Debt Service OR~~ *Facility Use - Pro Rata Share (if using District facility)	~~Per Current Enrollment~~ Per Square Foot of Facility	~~$124.34~~ $1.82	
✓	5. State-Required Reserve for Economic Uncertainties	2% - 4% of Revenues per MOU		
✓	6. Oversight (if using a District Facility)	1% - 3% of Revenues per MOU	1%	
✓	7. SPOM or Custodian (if using a District Facility)	Actual Cost		
✓	8. Security: Covers patrol of Facility only - (Service must be selected unless your site has a contracted security company that has been approved by the District) - (All contracts must be submitted to the District for Approval)	Per Site	$2,607.13	
✓	9. Security Monitoring – AstroSonics	Per Panel	$68.33	

Sacramento City Unified School District

Independent Charter School

Letter of Intent (LOI)

SCUSD Services and Fees for
2016-17 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	2016-17 (Projected)	2016-17 (Actual: TBD – Provided May 2017)
B.	**ADMINISTRATIVE**			
	1. Accounting *(Must be on Escape System)*	Per Current Enrollment	$12.25	
	- 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	$21.32	
	3. Nutrition Services (Service provided if receiving meals sponsored by SCUSD Nutrition Services Department)	Actual Costs		
	4. Human Resources	Per Current Enrollment	$76.18	
	5. Employee Compensation (Payroll)	Per Current Enrollment	$19.20	
	6. Risk Management/Employee Benefits	Per Current Enrollment	$6.38	
	7. Property/Liability Insurance	Per Current Enrollment	$43.86	
	8. Purchasing/Warehousing *(Must be on Escape System)*	Per Current Enrollment	$31.80	
	- Mail Services (Intradistrict)	Per Current Enrollment	$4.13	
C.	**FACILITIES**			
	1. Additional Custodial	Actual Costs		
	- Custodial Supervisor Assistance	Per Hour	$35.49	
	2. Landscaping	Actual Costs		
	3. Routine Repair and Maintenance	3% of Revenues		
	- Plumbing, HVAC Technician, Electrician, Carpenter	Per Hour	$43.89	
	- Laborer, Gardener, Machinist, Painter, Glazier	Per Hour	$32.34	
	4. Planning and Construction			
	- Project Management	Time and Materials		
	- Capital Improvement Request Management	Per Hour	$62.56	
	- Architect, Engineering, DSA Inspection, Consultation	Market Rate		
	***Services Included in Pro Rata Charge if Using a District Facility*			
	5. Safe Schools Coordination	Per Current Enrollment	$33.15	
D.	**FAMILY AND COMMUNITY ENGAGEMENT SERVICES**			
	1. Health Services (Nurses)	Actual Cost		
	2. Health Screening (Vision, Hearing, Scoliosis)	Actual Cost		

Sacramento City Unified School District

Independent Charter School

Letter of Intent (LOI)

SCUSD Services and Fees for
2016-17 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	2016-17 (Projected)	2016-17 (Actual: TBD – Provided May 2017)
E.	**TECHNOLOGY SERVICES**			
	1. Network Infrastructure and Hardware/Support/Training ***(Does Not Include Items 2-5. You may add on Outlook, Escape, Infinite Campus, or Illuminate, your fees will be increased by the amounts specified in items 2-5 if selected).***	Per Current Enrollment	$66.13	
	2. Outlook (select to add on)	Per Current Enrollment	.56	
	3. Escape or Workday On-line (select to add on)	Per Current Enrollment	$6.72	
	4. Infinite Campus (Software/Scan) (select to add on)	Per Current Enrollment	$12.51	
	5. Illuminate	Per Current Enrollment	TBD	
F.	**INSTRUCTIONAL SUPPORT**			
	1. Staff/Professional Development	Per Current Enrollment	$1.49	
	- 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. Multilingual (Resource Teacher/EL Meetings)	Per Yr., Plus Costs, Per Attendee	$105.00	
	- Professional Development for Large and Small Groups	Time and Materials	Call for pricing	
	- On-site Technical Assistance	Per Hour	$53.55	
	- Compliance Support	Per Hour	$53.55	
	4. Grant Development	Per Current Enrollment	$2.58	
	5. Standards and Curriculum	Per Current Enrollment	$21.00	
	6. Library/Textbook Services - Destiny (Library Software) (One-time initial cost) - Destiny (On-going support after first initial year) - Library/Textbook Svs. (includes ordering textbooks)	 Mid/High School (Flat Fee) Per Site Per Student Enrollment	 $7,350.00 $1,199.77 $7.40	
	7. Assessment, Research and Evaluation	Per Current Enrollment	$15.15	
	8. Student Svs./Hearing Office/Child Welfare & Attendance	Per Current Enrollment	$16.23	
G.	**LEGAL SERVICES FROM SCUSD**	Per Hour	$220.50- $262.50	
H.	**EMPLOYEE RELATIONS** 1. Negotiations	Per Hour	$52.00 - 85.00	
	2. CBA Advisory for Certificated and Classified	Per Hour	$33.23	
I.	**OFFICE OF THE SUPERINTENDENT**			
	1. Communications	Per Hour	$75.00	

SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND
Capitol Collegiate Academy

This Memorandum of Understanding ("Agreement") is entered into as of June 16, 2016 ("Effective Date"), by and between the Board of Trustees of the Sacramento City Unified School District ("District") and Capitol Collegiate, Inc. ("Non-Profit"), a California non-profit public benefit corporation, operating Capitol Collegiate Academy ("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 services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the "Parties."

I. RECITALS

A. The District is the granting agency of the Charter School. The District *initially* approved the charter on May 6, 2010 for a term of four years and extended the charter for one year on March 5, 2015. The District renewed the Charter School's charter on November 19, 2015 for a term of five years, beginning on July 1, 2016 and expiring June 30, 2021.

B. The Charter School is a school 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. This Agreement has the purpose of clarifying the roles and responsibilities of the Parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*).

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 interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

III. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. It is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 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 conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

IV. TERM

The term of this Agreement shall be from the Effective Date to June 30, 2021. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term as permitted by law.

V. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT

The Parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education services under the 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.

VI. INDEMNIFICATION, INSURANCE AND RISK MANAGEMENT

A. The Non-Profit shall comply with the terms set forth in paragraph 13 of the Operational Memorandum of Understanding between Sacramento City Unified School District and the Non-profit dated June 16, 2016, 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, which terms are incorporated as if fully set forth herein.

VII. 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 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 and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

E. **Non-Assignability.** This Agreement may not be assigned by the Parties.

F. **Binding Effect.** This Agreement is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in subsection E above.

G. **Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions 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: Charter Oversight Coordinator
5735 47th Avenue
Sacramento, CA 95824
Facsimile: (916) 399 - 2058

To Non-Profit and Charter School at:

Capitol Collegiate Academy
Attn: Penny Schwinn
2118 Meadowview Road
Sacramento, CA 95832
Facsimile: (916) 469-9735

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.

J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

K. **Ratification.** This Agreement shall not be effective until this Agreement has been ratified or approved by the governing boards of each of the Parties

Dated: _____

_____
Penny Schwinn
School Founder and Executive Director
Capitol Collegiate Academy

Dated: _____

_____
José L. Banda
Superintendent
Sacramento City Unified School District