

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### THE ROSELAND SCHOOL DISTRICT

### AND

#### THE ROSELAND CHARTER SCHOOL

This Agreement (or "Memorandum of Understanding" or "MOU") is executed by and between the Board of Trustees of the **Roseland** District ("District") on one hand and the Board of Directors of the **Roseland** Charter School ("Charter School") on the other. RECITALS:

- A. The **Roseland** School District is a school district existing under the laws of the State of California.
- B. The **Roseland** Charter School has developed and submitted a petition to establish a charter school.
- C. The parties to this agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By approving the charter petition, the District becomes the sponsoring district of the Charter School. This Agreement is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the School's charter.
- E. The Charter School commenced and has continued operations **since July 1, 2003**.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.

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:

### AGREEMENTS:

#### I. TERM AND RENEWAL

- A. This agreement shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the charter.
- B. 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 MOU.
- C. The duly authorized representative of the Charter School is the Charter School Director, or the Board of Directors of the Charter School. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of the District are the District Board of Trustees and Superintendent, or designee. For purposes of amendment of this MOU, the Board is required to take action.
- E. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter. Amendments to the MOU may be made upon written agreement of both Parties.
- F. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this Agreement, and both Parties shall meet to amend the Agreement to achieve consistency.

## **II. DESIGNATION OF SCHOOL**

- A. The Charter School shall be known as the Roseland Charter School. The Charter School shall be operated as a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and its charter.
- B. Grade Levels: It is recognized that the Charter School will serve students in grades K-12.

## **III. FUNDING**

- A. As established by Education Code Section 47630 et. seq., the Charter School shall receive funding under the charter school funding model as follows:
  - 1. Local Control Funding Formula (LCFF), which includes in-lieu property taxes and state aid
  - 2. The Charter School is also entitled to lottery funds, pursuant to Education Code Section 47638.
  - 3. The Charter School is also entitled to class size reduction funds (if applicable), a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.

4. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
- B. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
- C. The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.

#### **IV. LEGAL RELATIONSHIP**

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a non-profit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.

#### **V. FISCAL REPORTING**

- A. The Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:
- On or before July 1, a preliminary budget.
  - On or before December 15, an interim financial report reflecting changes through October 31.
  - On or before March 15, a second interim financial report reflecting changes through January 31.
  - On or before September 15, a final unaudited report for the full prior year.
- B. **AVERAGE DAILY ATTENDANCE:** The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School will submit the attendance reports in accordance with State requirements to the District's attendance officer in a timely manner and in a format, which is consistent with District process and software.

#### **VI. DISTRICT OVERSIGHT/SERVICES**

- A. In accordance with Education Code Section 47613, the District may charge for the actual costs of supervisory oversight not to exceed 1 percent of the revenue of the charter school *or may charge up to 3% of the* revenue of the charter school if the charter school is able to obtain substantially rent free facilities from the chartering agency. "Revenue" is defined as Local Control Funding Formula Base Funding.
- B. Charter School and the District agree that "supervisory oversight," as used

in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

- All activities related to the Charter revocation and renewal and processes as described in Section 47607.
- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the Charter.
- Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.
- Identify at least one Staff member as a contact person for the Charter School. Visit the Charter School at least annually.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:
  - A renewal of the charter is granted or denied.
  - The charter is revoked.
  - The Charter School will cease operation for any reason.

- C. In addition to the supervisory oversight responsibilities described above, the District shall also provide the Charter School with the following services as listed on the Fee Schedule for Services and Facilities Addendum A:
- D. The Charter School shall retain the authority to contract with third parties for any services required to operate the charter in the accordance with the law, this MOD, and the approved charter.
- E. Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties.

## **VII. SPECIAL EDUCATION SERVICES/SECTION 504**

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.
- B. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Trustees

shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).

C. The Charter School has not provided verifiable written assurances that the Charter School will participate as a local educational agency in a special education plan approved by the State Board of Trustees. Therefore, the Charter School shall be deemed a public school of the District.

D. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the charter school shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

**E. Section 504 and the ADA**

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act ("ADA") with respect to eligible students.

**F. Services**

1. The Charter School and the District intend that the School will be treated as any other public school in the District with respect to the provision of special education services, including the allocation of duties between onsite staff and resources and the District staff and resources.

**2. Division and Coordination of Responsibility:**

The District and the School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Plan ("IEP"). development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central district office, those services

will be made available to the Charter School in a similar fashion.

**3. Identification and Referral:**

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan ("IEP") and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized.

The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

**4. Assessment:**

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.

**5. Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

**6. Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and

exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.

**7. Educational Services and Programs:**

To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. The Charter School shall be involved with the selection of staff who serve Charter School students to ensure that services are delivered in a manner which is consistent with the charter. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

**8. Parent Concerns:**

The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to the Charter School Staff. The Charter School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative in consultation with the Charter School's designated representative shall respond to and address the parent/guardian concerns.

**9. Complaints:**

In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.

**10. Due Process Hearings:**

In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel.

**11. SELPA Activities and Meetings:**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

**12. School District of Residence:**

The District shall be responsible for providing all services under this Agreement to all students of the Charter School regardless of their school district of residence.

**13. SELPA Requirements:**

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies regarding services to special education students.

**14. Contracted Services:**

If needed due to limited special education staff, the District may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter School shall assist the District in procuring such services as necessary.

**G. Funding**

**1. Special Education Funds:**

The parties agree that the school will provide their own special education services for its secondary students. The District shall pass on all state and federal special education funding allocated for Charter School secondary students through the SELPA.

**VIII. INSURANCE AND RISK MANAGEMENT**

A. The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies. Policy types and amounts will be commensurate with the recommendations of amounts and types by the District's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law.

B. The District shall be named as an additional insured under all



insurance carried on behalf of the Charter School.

C. The Charter School shall provide the District with certificates of insurance upon request by the District.

#### **IX. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS**

In the event that either party to this MOU wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

#### **X. CHARTER SCHOOL INPUT REGARDING CHARTER SCHOOL OFFICIALS**

*In accordance with the Charter, the District shall have the ultimate duty for management of Charter School personnel including, but not limited to, evaluation, discipline, and hiring. However, the Board of Directors of the Charter School shall be allowed to provide input and receive information from the District Board of Trustees regarding goal setting, evaluation, discipline, and hiring of the Director of the Charter School (who also serves as the District Superintendent). The Charter Board of Trustees may also have limited involvement in matters related to other Charter School Officials as outlined in this MOU.*

##### **A. Evaluation:**

*The Board of Directors of the Charter School will be allowed to provide written input regarding the goal setting and evaluation of the Charter School Director/Superintendent, and this information will be considered by the District Board of Trustees in its goal setting and evaluation of said Director/Superintendent. The final goals determined by the Board of Trustees will be shared with the Board of Directors by the Roseland Board President or designee.*

*The District Board or its designee will be required to provide written notice to the Board of Directors of the Charter School at least one month prior to the initiation of the evaluation process to allow time for written input to be produced by the Board of Directors of the Charter School. This notification should come no later than **February 15th** , as the District Board's deadline for completing the evaluation is **May 15**. The Charter Board President and members agree to follow the protocols for preservation of confidentiality for in-person, closed-session*

*meetings for evaluations, which the District Board also follows when performing its evaluation [attached to this Agreement as Exhibit 1]. The Superintendent/Director will present a written response regarding fulfillment of goals for the purpose of his/her/their evaluation to the Charter Board and the District Board. The written input of the Charter Board will be shared with the District Board for review and consideration for the District Board's final evaluation of the Superintendent/Director. The Charter Board's written input will be incorporated as an addendum to the final written evaluation by the District Board, and shall become part of the personnel record for the Superintendent/Director. The final evaluation determined by the Board of Trustees will be shared with the Board of Directors by the Roseland Board President or designee, following the strict confidentiality protocols for any meeting in which evaluations are performed or reviewed.*

**B.     *Discipline:***

*The Board of Directors of the Charter School shall be informed of any discipline being considered or placed in writing and imposed on the Superintendent/Director by the District Board of Trustees or its designees.*

*The Superintendent/Director shall inform the District Board and Charter Board of any potential disciplinary action being considered or placed in writing and imposed on a Charter School Administrative Official.*

*The Board of Directors of the Charter School may review in a closed session of its Board ("Public Employee Discipline/Dismissal/Release") the discipline of a Charter School Official.*

**C.     *Hiring:***

*In the hiring of a new Superintendent/Director, the Board of Directors of the Charter School will be allowed to select up to two members of its Board to*

*participate in the screening, interview panel, etc. in the same manner as is provided to the District Board of Trustees. However, the final hiring decision will be made by the District Board of Trustees.*

PROTOCOL FOR IN-PERSON, CLOSED SESSION MEETINGS FOR  
SUPERINTENDENT/DIRECTOR EVALUATION:

The School Boards must schedule **in-person, closed-session meetings in order to follow the protocol designed to preserve confidentiality to the utmost in regards to the Superintendent's Evaluation.**

This is the protocol for meetings for producing and/or reviewing and discussing Superintendent Evaluation:

1. Board members should refrain from bringing cell phones and laptop computers into the meeting room whenever possible. If devices are brought inside, then they must be completely turned off and left in a visible place by the door when the board member enters the room for an evaluation meeting.
2. The superintendent will provide each board member with a hard copy of his or her evaluation document with the list of previously agreed upon goals and all that the superintendent has done to accomplish these goals. Then he/she will leave the room when the Board's discussion begins.
3. The staff will provide one "secure" computer (not connected to the internet) for Board members to type up their comments and notations into a digital version of the evaluation document. This version is never saved on that computer.
4. The completed version of this digital document is then handled by the superintendent. The ideal approach is that the digital version of the document shall be transmitted to the superintendent's computer and then erased without saving.
5. All hard copy materials and handwritten notes used in the evaluation process will be collected by the superintendent at the end of the meeting and shredded.
6. In a follow-up, closed-session, in-person meeting a hard copy of the final version is handed out by the superintendent again, reviewed, discussed, revised if necessary, and then approved by board vote. A single, final hard copy is then signed by every board member, at which point the evaluation is considered finalized. (NOTE: If time allows, the Board can produce, finalize, sign and present the evaluation to the Superintendent all at the same meeting, but this is usually a lengthy process.)
7. Then the Board invites the Superintendent back to the meeting to review and discuss the contents of the evaluation, and the Superintendent signs the single

document signed by all the Board members. All hard copies are collected and destroyed when the meeting is finished.

8. The Superintendent inserts the signed hard copy of the evaluation into a sealed envelope, and sees to it that it is filed in his personnel file.

9. If the Charter Board requests the opportunity to review and discuss the final District Board's Evaluation document, then the Superintendent is responsible for presenting them with hard copies only during an in-person, closed-session meeting in which all protocols for preserving confidentiality as outlined above are followed. The Superintendent is responsible for collecting and destroying all hard copies of the document at the end of that meeting.

**XI. FERPA: Family Educational Rights and Privacy Act**

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A.1232g, the Family Educational Rights and Privacy Act and California Education Code 49076 (b)(6) ("FERPA") as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled to access to education records under FERPA. The Charter School, its officers and employees shall comply with FERPA at all times.

**XII. BROWN ACT/PUBLIC RECORDS ACT**

The Charter School shall conduct its Board of Directors meetings regarding the Charter School according to the Brown Act. In addition, the Charter School understands and agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

**XIII. PUPIL TRANSPORTATION**

The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School with the exception of transportation required through an IEP which shall be provided under Section VII of this MOU. See Addendum A, Fee Schedule for Services and Facilities.

**XIV. LEGAL SERVICES**

The Charter School will be responsible for procuring its own legal counsel and the costs of such service.

**XV. SEVERABILITY**

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the District and the Charter School. The district and school agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

**XVI. NOTIFICATION**

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: 1691 Burbank Ave. Santa Rosa, CA 95407

To the Charter School at: 1691 Burbank Ave. Santa Rosa, CA 95407

**XVII. 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. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**ROSELAND** Charter School

Dated: \_\_\_\_\_

\_\_\_\_\_  
**ROSELAND** School District

Approved and ratified this 15th day of March, 2023 by the Board of Trustees of the **ROSELAND** School District by the following vote:

AYES: 5

NOES: 0

ABSTAINS: 0

Certification by the Superintendent.



## Fee Schedule for MOU between Roseland School District and Roseland Charter School

Services	Update	Comparison Status
Oversite Charge		<i>Refer to Section VI – A. Recommend 1.25% of LCFF = \$212K (includes Big Gym)</i>
Site Administration	Actual Costs	No Change
Certificated Staff	Actual Costs	No Change
Classified Staff	Actual Costs	No Change
Curriculum Coordinator	Actual Costs	No Change
Custodial	Actual Costs	No Change
Cafeteria Workers	Actual Costs	No Change
Curriculum Support	Actual Costs	No Change
Meals	Actual Costs	No Change
Landscape/Maintenance	Actual Costs	No Change
<i>Services:</i> Payroll, Personnel, Director (Superintendent), Admin Assistant, Food Service Director, Facilities Management, Special Education Director, Technology Director, Business Tech, Accountant, CBO, Clerk	Actual Costs	No Change
Pupil Support	Actual Costs	No Change
Staff Development	Actual Costs	No Change
Tech Support: Personnel	Actual Costs	No Change
Telecommunications	Actual Costs	No Change
Transportation		<i>Home to School Transportation calculated on total District HTS Expense multiplied by Charter % of ridership. List provided by West County Transportation</i>  <i>Special Education Transportation billed direct to Charter</i>
Utilities	Actual Costs	No Change
Special Education	Actual Costs	Spec Ed funds are passed through to the charter for its secondary students.
504 services	Actual Costs	No Change
Facilities	Actual Costs for facilities owned or leased by charter	No Change
Supplies and Equipment	Actual Costs	No Change
Legal Fees	Actual Costs	No Change

Elementary Costs	Charter passes funding to district by reimbursement for services. District provides programs, services, including categorical programs. Reimbursements for costs are equal to the revenue.	
Big Gym	Actual operating costs only	<b><i>No Change to Actual Cost– Refer to Section VI-A. – Included in Oversight Charge above</i></b>
RAMS use of Sheppard resources	No fee	No Change