

**Memorandum of Understanding Between  
TRACY UNIFIED SCHOOL DISTRICT**

**and**

**TRACY LEARNING CENTER**

**For the Term July 1, 2019 - June 30, 2024**

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## **Introduction**

This Memorandum of Understanding ("MOU") is made by and between Tracy Unified School District ("TUSD" or "District") and Tracy Learning Center ("TLC"), a California nonprofit public benefit corporation, (collectively "the Parties").

Tracy Learning Center operates three charter schools: Primary Charter School, Discovery Charter School and Millennium High School, that are duly formed and approved by the District under the laws of the Charter School Act of 1992 (Education Code ("EC") §§ 47600 et seq.) (the "Act"). For purposes of this Agreement, Primary Charter School, Discovery Charter School, and Millennium Charter School shall collectively be referred to as "the Charter Schools." All references herein to the Charter Schools shall include TLC.

## **Purpose of the Memorandum of Understanding**

The TUSD authorized the Charter Schools to operate as California Public Charter School under the State of California Charter Schools Act of 1992 (the Act) on May 24, 2002 for Primary Charter School, on December 12, 2000 for Discovery Charter School, and on May 24, 2002 for Millennium Charter School, by approving the schools' application for charter status.

The TUSD recognizes that there are a limited number of matters related to the operations of the Charter Schools that go beyond the provisions in the Charter Schools' charters and acknowledges that the Charter Schools' board of directors, and administrators will operate the Charter Schools appropriately under the provisions of the charter. Additionally, this MOU outlines the Parties' agreements governing their respective fiscal and administrative responsibilities and legal relationships.

The TUSD's fundamental concern is to be reasonably assured on a continuing basis that the Charter Schools' board of directors and administrators are:

- Implementing the provisions of the approved charters.
- Adhering to all federal, state, and local laws and regulations that apply to the Charter Schools.
- Operating the Charter Schools prudently in all respects.
- Providing a sound education pursuant to EC Section 47605(b)(5)(A)(i-iii) and the California Content Standards for all of the Charter Schools' students.

The TUSD staff will report periodically (annually or as requested or when necessary) to the TUSD governing board on the oversight provisions in this MOU.

## **Term of the Memorandum of Understanding**

The MOU shall become effective on July 1, 2019, or on the date on which it is fully executed by all parties and shall end on June 30, 2024, unless all three of the Charter Schools become non-operational prior to that date. A charter typically becomes non-operational due to surrender,

revocation, or non-renewal by a school district. However, if one or two of the Charter Schools becomes non-operational as a result of non-renewal, revocation or because one of the Charter Schools surrenders its charter, this MOU shall continue in effect for the remaining Charter School(s).

This MOU may be amended or augmented by addendum at any time with mutual agreement of the parties. Any modification, amendment, or augmentation to this MOU must be in writing and executed by duly authorized representatives of the parties at the time.

- A duly authorized representative of the Charter Schools is the governing board president, chief executive officer/executive director of the Charter Schools, or a designee.
- A duly authorized representative of the TUSD is the Superintendent or a designee.

Material revisions to one or more of the Charter Schools' charters may only be made with the approval of the Charter Schools' governing board and will take effect only if approved by the TUSD.

This MOU is subject to termination during its term as specified by law or as set forth in this MOU.

### **Term of Charter**

Primary Charter School is a public elementary school currently operating pursuant to a charter authorized by the TUSD for a term of July 1, 2019 to June 30, 2024.

Discovery Charter School is a public middle school currently operating pursuant to a charter authorized by the TUSD for a term of July 1, 2016 to June 30, 2021.

Millennium Charter School is a public high school currently operating pursuant to a charter authorized by the TUSD for a term of July 1, 2019 to June 30, 2024.

The Charter Schools are located at 51 East Beverly Place, Tracy, CA 95376 and as set forth in the Charter Schools' charters, and will continue operations subject to conditions specified by the TUSD reflected in this MOU.

The TUSD reserves the right to approve material revisions to the charter and/or revoke the charter pursuant to EC Section 47607.

## **Section 1: Governance and Organizational Management**

The Charter Schools will be operated by Tracy Learning Center (“TLC”), a California non-profit public benefit corporation pursuant to applicable California law. Tracy Learning Center is a separate legal entity and TUSD is not liable for the debts and obligations of the Charter Schools, or for claims arising from the performance of acts, errors, or omissions by the Charter Schools pursuant to EC Section 47604. The Charter Schools will use all revenue received from state and federal sources in strict adherence to applicable law. Other funding sources must be used in accordance with applicable federal and state laws and regulations and the terms or conditions of any grant or donation received.

### **1.1 Organization**

The Charter Schools will have a phone number and e-mail address posted on the Charter Schools’ web sites and will update the posting immediately whenever the information changes. The Charter Schools will provide the TUSD designee with the phone numbers and e-mail addresses for each of the Charter Schools’ principals and ensure that this information is kept current.

The Charter Schools will provide the TUSD immediate written notice of any change in the Charter Schools’ directors, officers, or administrators.

### **1.2 Board of Directors and Establishment of Governance Council**

At all times that they are operational, the Charter Schools will have the following information posted on the Charter Schools’ web sites and will update the information within 30 days of any changes:

1. Articles of Incorporation
2. Bylaws approved by the governing board
3. Roster and biographies of current governing board members

### **1.3 Board and Governance Council Responsibilities**

#### **1.3.1 Calendar**

The annual calendars of the governing board meetings will be posted on the Charter Schools’ websites. The posting is to include information about how students, parents, and community members will be notified of the meetings and the procedures for them to use to address the governing board.

#### **1.3.2 Board of Directors and Governance Council Meetings**

The TLC governing board will conduct the public meetings included on its annual calendars, as well as any additional meetings needed to ensure that the governing board is approving and implementing effective policies and procedures for the Charter Schools. All meetings will be

conducted in accordance with the Ralph M. Brown Act requirements (Government Code (“GC”) Sections 54950-54962). All regular meeting agendas will be posted on the Charter Schools' websites no less than 72 hours prior to each meeting. All legally necessary policies, policy changes, and approved meeting minutes will be posted on the Charter Schools' websites no more than 30 days after each meeting.

### **1.3.3 Brown Act Training**

TLC will provide Brown Act training to its governing board members and administrative staff prior to the execution of any duties. TLC will certify to TUSD annually or after any changes in governing board members or administrative staff that the Brown Act training was provided.

### **1.3.4 Adoption of Policies and Procedures**

The TLC governing board will adopt policies and procedures to guide the operation of the Charter Schools. All legally required policies and procedures will be posted on the Charter Schools' websites no more than 14 days after their adoption. The policies and procedures TLC shall adopt include, but are not limited to, the following:

1. **Conflicts of Interest**, including provisions related to nepotism for the governing board, and the Charter Schools' employees and contractors, to: (1) ensure that no action taken by an individual or the Charter Schools results in actual or apparent conflicts of interest; and (2) verify that all governing board members and the Charter Schools administrators have participated in conflict of interest training.
2. **Campus Supervision**, including but not limited to, the supervision of students before, during, and after school; student drop-off and pick-up; and procedures for visitors to enter and leave the campus.
3. **Discipline Policies**, including but not limited to those in the charter related to offenses for which students may be given detention or may be suspended, expelled, or otherwise involuntarily removed from the Charter School. The policies will include the procedures to be followed and the procedures by which parents and students will be informed of the reasons for suspension or expulsion and of their due process rights.
4. **Student/Parent Handbook**, including but not limited to, detailed expectations of student attendance, behavior, and discipline; due process rights for students requiring and/or receiving special education services; consequences of bullying and harassment; due process rights related to suspension and expulsion; a description of both informal and formal student and parent complaint procedures; graduation requirements; and the school calendar and bell schedule. The handbook will include the rights of students and parents/guardians under state and federal laws, including but not limited to, the federal Elementary and Secondary Education Act (“ESEA”), as reauthorized by the Every Student Succeeds Act (“ESSA”) and the Family Educational Rights and Privacy Act (“FERPA”). The Charter Schools will provide access to the handbook to all new enrollees during registration, as well as posting the current year's handbook on the Charter Schools' websites, and will provide access to

copies to all families at any time that changes are made to the handbook during the school year.

5. **School Safety Plans**, the Charter Schools will have the following information posted on the Charter Schools' websites and will update it whenever there are changes:

- A copy of the School Safety Plan (or policies comprising of the requirements below) for students and staff. The plan, at a minimum, identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter Schools' procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to EC Section 32282(a)(2)(A)-(H):
  - child abuse reporting procedures
  - routine and emergency disaster procedures
  - policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
  - procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
  - a discrimination and harassment policy consistent with Education Code Section 200
  - provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
  - procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
  - a safe and orderly environment conducive to learning
  - the rules and procedures on Charter School discipline
  - procedures for conducting tactical responses to criminal incidents

The Charter Schools will provide training for staff to respond to emergencies and will conduct routine emergency drills for students and staff.

The School Safety Plan shall be reviewed and updated by March 1 of every year.

6. **Criminal Records Summaries** - All employees of the Charter Schools, volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with the Charter



Schools' charter petitions. The Charter Schools will maintain on file and available for inspection during site visits, evidence that clear criminal records summaries based on criminal background checks conducted for all employees and volunteers were received, and that vendors conducted the required criminal background checks for their employees prior to any unsupervised contact with students. The Charter Schools will post on the Charter Schools' websites a certification that all employees, volunteers, and vendors had clear criminal records summaries prior to having any unsupervised contact with students as required by law.

7. **Internal Controls**-The governing board will develop and maintain internal fiscal control policies governing all financial activities that are approved by the governing board. Prior to opening the Charter Schools and whenever the policies are revised, a copy of the policies and procedures will be submitted to TUSD. The policies and procedures are subject to review during site visits to verify their implementation.

## **1.4 Administration**

### **1.4.1 Application, Admissions, and Enrollment Documentation**

The Charter Schools will have the following information posted on the Charter Schools' websites or otherwise made accessible to interested families and will update the posting within 30 days of any changes.

1. Descriptions of outreach and recruitment activities conducted to reach target populations
2. Application procedures including admissions and enrollment policies and provisions for public random drawings and preferences consistent with the authorized charter
3. A copy of application and enrollment forms

### **1.4.2 Insurance and Risk Management**

Before any individuals are employed or property or facilities are acquired or leased, the Charter Schools will procure from an insurance carrier licensed to do business in the State of California at least the following insurance coverage. The insurance must be kept in full force during the term of the charter.

1. **Property Insurance**--Replacement value, if available from the insurance carrier, for all assets listed in the Charter Schools' property and consumable inventories. If full replacement coverage is not available, the Charter Schools will procure property insurance as close to replacement value as possible.
2. **General Liability**-At least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance providing coverage for negligence, errors, and omissions; educators' legal liability; abuse and molestation; and employment practices liability of the Charter Schools, the governing board, officers, agents, employees, and students. The deductible per occurrence will not exceed \$20,000 for any and all losses

resulting from negligence, errors and omissions of the Charter Schools, their governing board, officers, agents, employees, or students.

3. **Workers' Compensation**-In accordance with the provisions of the Labor Code, insurance with statutory limits adequate to protect the Charter Schools from claims under Workers' Compensation Acts that may arise from its operation.
4. **Automobile Insurance**-Coverage appropriate for the type and use of automobiles or other vehicles used for school business including the transportation of students

In addition, the Charter Schools will institute risk management policies and practices to address reasonably foreseeable incidents.

TLC will hold harmless, defend, and indemnify the TUSD, its officers and employees, from every liability, claim, or demand that may be made by reason of: (1) any injury to volunteer; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Charter Schools and TLC, their officers, employees, or agents as a result of their negligence or willful misconduct. In cases of such liabilities, claims, or demands, the Charter Schools and TLC at their own expense and risk will defend all legal proceedings that may be brought against it and/or the TUSD, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of the parties.

The Charter Schools will provide evidence of insurance coverage to the TUSD prior to opening and annually thereafter and will instruct insurance carriers to notify the TUSD immediately if the coverage becomes inoperative for any reason. The TUSD may request to see evidence of insurance coverage during site visits.

### **1.5 Exclusive Employer**

TLC is deemed the exclusive employer of the Charter Schools' employees for purposes of the Educational Employment Relations Act ("EERA") under GC Section 3540 et seq. The Charter Schools will have sole responsibility for the employment, management, discipline, and termination of its employees.

### **1.6 Employee Handbook**

The Charter Schools will have an employee handbook that includes, at a minimum, detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions including termination, compensation and benefit information, and a description of both informal and formal complaint procedures. All employees will receive a copy of the handbook and updates to it. Upon request, the Charter Schools will provide the TUSD an electronic and hard copy of the handbook. Updates to the handbook will be made as quickly as possible but no later than the beginning of the school year following changes in policies or procedures.

## **1.7 Teacher Credentials**

The Charter Schools will post on the Charter Schools' websites a certification that all teachers hold a California Commission on Teacher Credentialing ("CTC") certificate, permit, or other document equivalent to those required for teachers in other public schools in compliance with the California Charter Schools Act.

## **1.8 Business Services, Education Management, and Vendor Contracts**

If within the term of the charter, TLC contracts with a vendor to provide business services including but not limited to payroll, accounting and budgeting, attendance accounting, fiscal reporting, contract management, or purchasing, TLC must provide TUSD a copy of the agreement that specifies the exact services to be provided and their cost, the term of the contract, and TLC's provisions for monitoring the contract to ensure compliance with the contract and quality of service.

## **1.9 Facilities Use Agreement**

No later than 60 days prior to a change in location or facilities, the Charter Schools will submit a copy of a written signed lease or similar document indicating the Charter Schools' right to use the principal school site and any ancillary facilities identified by the Charter Schools for at least the following year to the TUSD. The document must provide evidence that the facility is adequate for the Charter School's needs. TUSD will conduct a pre-opening site visit regardless of whether the Charter Schools is locating to a facility provided by a district under EC Section 47614 or a privately-leased facility. Under extraordinary circumstances, such as a change of facilities necessitated by fire or natural disaster, the TUSD may waive the preopening site visit.

Upon ratification by both parties, the Facilities Use Agreement shall be attached to this MOU as Attachment A. Nothing in this MOU shall be interpreted to alter or amend any terms of the attached Facilities Use Agreement.

## **1.10 Department of Transportation Review**

Prior to signing any lease or similar document, TLC will ensure compliance with EC Section 17215 regarding sites located near runways or potential runways.

## **1.11 Zoning and Occupancy**

The Charter Schools will meet all applicable health and fire code requirements and zoning laws. The Charter Schools will maintain documentation on file of all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances.

## **1.12 School Accountability Report Card**

On or before February 1 of each year, the Charter Schools will post School Accountability Report Cards ("SARC") for the prior year on the Internet using the template developed by the CDE. The template is available at <http://www.cde.ca.gov/ta/ac/sa/>.

## **Section 2: Educational Performance**

### **2.1 Educational Program**

The Charter Schools will have the following information available for TUSD review:

- Scope and sequence for all subjects offered by the Charter Schools.
- The complete educational program for students to be served during each year of operation including, but not limited to:
  - A description of the curriculum and identification of the basic instructional materials to be used; and
  - Plans for professional development for instructional personnel who will deliver the curriculum and use the instructional materials
- Identification of the specific assessments that will be used in addition to the results of the English Language Proficiency Assessments for California (“ELPAC”) , Smarter Balanced Assessment Consortium (“SBAC”), and the California Physical Fitness Test (“PFT”) that will be used to evaluate student progress
- Evidence that the Charter Schools has established a relationship with the contractors for each required statewide testing program
- Annual school calendar that includes the number of instructional days (175 minimum), the annual instructional minutes, and the number of professional development days.
- Daily bell schedule.

### **2.2 Student Achievement Plan**

If in any year of operation, a Charter School fails to meet schoolwide or numerically significant subgroup growth targets, upon the District’s written request, they will be required to submit a Student Achievement Plan (“SAP”) to the TUSD by October 1 of the school year following the school year in which the Charter School failed to meet growth targets.

After approval by the TUSD, the Charter Schools will implement SAPs and post the SAPs on the Charter Schools' websites.

The Charter Schools will not be required to submit SAPs if they meet their schoolwide and numerically significant subgroup growth targets each year.

The Charter Schools will be required to submit Local Control Accountability Plans annually.

## 2.3 Annual Update

The Charter Schools will each submit an annual update and narrative to the TUSD within 30 days of the release of the California School Dashboard each year that includes the following:

- SBAC results, both in aggregate format and disaggregated by numerically significant subgroups
- Progress made toward meeting growth targets
- Progress made toward each of the educational goals and student outcomes identified in the charter
- Progress made toward closing any achievement gaps among numerically significant subgroups
- Results of any additional schoolwide assessments used by the Charter Schools
- Description of outcomes, goals, and objectives for the following year

If a Charter School was required to submit an SAP, it must also address the following in the Annual Update:

- Progress made in addressing the goals identified in the SAP
- Professional development activities undertaken to further progress in achieving the SAP's goals
- Progress made on implementing curriculum and instructional strategy changes or the organizational changes identified in the SAP
- Evidence that the Charter School and the teachers are systematically examining student data and using it to drive decisions about curriculum and instruction
- Funds targeted to support the SAP

The annual update in conjunction with the SAP, if applicable, will be the addressed during the annual TUSD site visits.

### **Section 3: Fiscal Operations**

#### **3.1 Funding**

The Charter Schools will be direct-funded in accordance with EC Section 47651(a)(1), and general purpose entitlements will be calculated in accordance with EC Section 47633 *et seq.* The parties recognize the authority of the Charter Schools to pursue additional funding sources.

#### **3.2 Fiscal Agent**

The Charter Schools and TLC are responsible for identifying and working with the San Joaquin County Office of Education ("COE") to establish the appropriate funds and accounts in the county treasury for the Charter Schools.

#### **3.3 Student Attendance Accounting and Reporting**

Within 30 days, if TLC has not already done so, the TLC will submit proposed attendance accounting procedures for TUSD approval, including software or any proposed spreadsheet or database formats. Software must be capable of producing reports as described in this section of the MOU.

Pursuant to EC Section 47612.5, charter schools are required to "maintain contemporaneous records of attendance." To fulfill this requirement, the Charter Schools shall maintain hard copy attendance records that are signed and dated by the reporting teacher at least once per week. TUSD will periodically request that the Charter Schools send TUSD copies of signed and dated weekly attendance from randomly selected school months. In addition, TUSD will inspect weekly attendance records during the annual site visit and reserves the right to inspect weekly attendance during any announced or unannounced visit to the Charter Schools. Failure to maintain attendance records that are signed and dated each week by the teacher recording the attendance may result in loss of apportionment funding.

The Charter Schools must submit enrollment and attendance reports according to the following schedule:

<b>Data and Description</b>	<b>Deadline to Report to TUSD</b>
<b>Advance Principal Apportionment-</b> These data are based primarily on prior fiscal year funding and establishes each LEA's monthly state aid payment amount for July through January percent of annual funding.	June 5
First Principal Apportionment (P-1)-Attendance for all full school months between July 1 and December 31	January 5
Second Principal Apportionment (P-2)- Attendance for all full school months between July 1 and April 15	April 21
Annual Apportionment-Attendance for the entire school	June 30

year	
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In addition to submitting electronic data files, the Charter Schools must submit hard copies of attendance records that include the following:

- Each student's daily attendance up to the last day included in the reporting period
- Summary reports that include all students' daily attendance subtotaled by school month and by grade
- Hourly attendance sheets signed and dated by teachers for any supplemental hours claimed

Evidence of contact made with parents when students are absent from school (e.g., parent contact log, absence log, etc.) will be inspected during site visits to the school.

NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely manner. If the Charter Schools miss a reporting deadline or submits incomplete reports, they risk being excluded from that apportionment's certification and funding period. For example, if P-1 attendance data is not received in time/or inclusion in the P-1 certification, the school's ADA defaults to zero and no funds are paid for the P-1 funding period, February through May. The Parties shall communicate about deadlines to mitigate against the risk of the Charter Schools missing reporting deadlines.

TUSD staff will review and certify the accuracy of the attendance data submitted by the Charter Schools only when all documentation has been submitted and is accurate. Attendance data submitted without the required detail will NOT be processed and may result in loss of funding for the Charter Schools.

### 3.4 Revenue and Expenditure Reporting

The Charter Schools are required to submit periodic reports of revenues, expenditures, and reserves pursuant to EC Section 47604.33. The Charter Schools must submit reports according to the following schedule:

Budget or Report	Deadline to Submit to TUSD
<b>Revised Preliminary Budget-Required</b> to address any concerns TUSD identified during the preliminary budget review	July 1
<b>First Interim Report</b> -Expenditures through October 31	December 15
<b>Second Interim Report</b> -Expenditures through January 31	March 15
<b>Unaudited Actuals Report for Prior Fiscal Year</b>	September 15

All submissions shall be consistent with the Charter School Oversight Handbook

### 3.5 Reserves

The Charter Schools shall maintain reserves at a level at least equivalent to a school district of similar size as identified in 5 CCR Section 15450.

School ADA	Expected Reserves
0 – 300	Greater of 5%* or \$55,000
301 - 1,000	Greater of 4%* or \$55,000

\*Percentage applied to total expenditures and other financing uses.

The TUSD may request additional information to evaluate the fiscal condition of the Charter Schools.

### 3.6 Annual Audit

By April 1 of each year, the Charter Schools must contract with an auditor from the Certified Public Accountants Directory Service (“CPADS”) provided by the California State Controller's Office (“SCO”) to prepare for the annual audit due on December 15. (EC Section 47605(b)(5)(I)). The list of CPAs who may perform local education audits is available at <http://cpads.sco.ca.gov>.

By December 15 of each year, the Charter Schools will submit annual independent financial audits to the SCO, the CDE, TUSD, and the COE [EC Section 47605(m)]. The Charter Schools will submit any management letters accompanying the audit reports to the TUSD. To receive a favorable renewal recommendation, each annual audit must be free of findings and exceptions, or corrective actions plans must have been implemented so that no findings or deficiencies are identified the following year.

The audits shall be conducted in accordance with auditing standards generally accepted in the United States of America, the standards set forth in Government Auditing Standards issued by the Comptroller General of the United States, and the Standards and Procedures for Audits of K-12 Local Educational Agencies (audit guide) adopted by the Education Audit Appeals Panel (“EAAP”). The audit guide is available at <http://www.eaap.ca.gov>.

### 3.7 Oversight Fees

Pursuant to EC Section 47613, the Charter Schools will be charged an annual oversight fee not to exceed one percent (1%) of the amount received from the local control funding formula calculated pursuant to Section 42238.02 as implemented by Section 42238.03. Invoices are due and payable to CDE within 30 days of receipt.

### 3.8 Retirement Systems

If applicable, the Charter Schools will be responsible for entering into a contract with the California State Teachers' Retirement System (“CalSTRS”) and/or the California Public Employees' Retirement System (“CalPERS”) and the COE for reporting purposes. Verification of participation must be provided to the TUSD when hiring any employee whose position is



covered by CalSTRS or CalPERS. If the Charter Schools participate in any alternative retirement systems, information regarding those systems must be also be provided.

## **Section 4: Fulfilling Charter Terms**

### **4.1 Adherence to Charter**

The Charter Schools will adhere to all elements of their charter petitions, including but not limited to stated mission, measurable student outcomes, curriculum, and assessments.

### **4.2 Material Revisions to Charter**

Changes to the charters deemed to be material revisions may not be made without TUSD approval. Material revisions include, but are not limited to the following:

- Substantial changes to the educational program including the addition or deletion of an educational program, mission, or vision;
- Changing to or adding a non-classroom-based program
- Proposed changes in enrollment that differ by more than twenty five percent (25%) of the enrollment approved for each charter school by the TUSD in the charter or in an TUSD approved material revision or a change that could significantly impact the academic or financial sustainability of the Charter Schools.
- Adding or removing the grade levels to be served
- Adding sites
- Changing admissions policies and preferences
- Changing the governance structure

### **4.3 Statewide Assessments**

The Charter Schools will comply with the requirements for participation in and administration of all state mandated assessments, including the designation of a test site coordinator and the establishment of accounts with each test vendor.

### **4.4 Site Visits**

The TUSD will conduct a site visit at least once during the each year. In the event a mutual agreement cannot be reached within forty-eight (48) hours for scheduling a site visit, the TUSD reserves the right to schedule and do a site visit at its sole discretion.

#### **Annual Site Visits**

The TUSD will conduct at least one site visit annually to assess the Charter Schools' progress in governance and organizational leadership, educational performance, fiscal operations and internal controls, and adherence to the charter.

The site visit may include but is not limited to a review of the facility; review of the Charter Schools' records; interviews with the Charter Schools' directors, staff, parents, and students with permission of their parents; and classroom observations. The annual evaluations may be used to determine a renewal decision at the end of the charter term.

The TUSD reserves the right to make unannounced visits to the Charter Schools.

#### **4.5 Notification Regarding Closure, Revocation, or Renewal**

At the beginning of any closure or revocation process, the Charter Schools shall immediately provide at their own expense a written notification to every parent, guardian, or caregiver describing all options available for students to transfer, including specific schools. The Charter Schools shall also offer administrative assistance to parents, guardians, or caregivers to provide for a timely transfer of students to other schools.

One year before a renewal is to be considered, the Charter Schools may provide at their own expense a written notification to every parent, guardian, or caregiver describing the renewal process.

#### **4.6 Renewal**

The Charter Schools may seek renewal of their charters prior to the expiration of the term of the charters in accordance with applicable statutory and regulatory provisions.

When petitioning the TUSD for renewal, the Charter Schools shall submit a complete copy of their charter renewal petition including a reasonably comprehensive description of how the charter school has met any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The Charter Schools shall also submit copies of the most recent Annual Update and SAP, if applicable, to the TUSD no later than December 1 of the school year in which the charter expires.

The TUSD will review the charter petition, the Charter Schools' academic, financial, and operational performances, audit reports, and annual visit reports, and may also conduct a renewal site visit prior to scheduling the renewal request for consideration by the TUSD.

#### **4.7 Revocation**

The TUSD retains the right to revoke the charters pursuant to EC Section 47607 for specified reasons with written notice to the Charter Schools that shall specify concerns, alleged violations, and issues of non-compliance. The TUSD will adhere to the requirements in EC Sections 47607 and applicable regulations, and any TUSD regulations approved by the TUSD prior to revocation of the charter.

During the period prior to revocation, the Charter Schools shall have the opportunity to work collaboratively with the TUSD or its designee to address the concerns and develop a plan to remediate all areas to the satisfaction of the TUSD. During this period of time, the Charter Schools shall attempt to resolve the concerns and complete remediation. This provision may require a material revision to the charter.

Under circumstances where the TUSD determines there is a severe and imminent threat to the health or safety of students, the TUSD may take immediate action to assure the safety and well-being of the students including but not limited to closure of the Charter Schools. TLC will be apprised of the situation before any action is taken.

#### **4.8 Closure Procedures**

The Charter Schools' charters include a description of the procedures to be used in the event the Charter School closes. The procedures must, at a minimum, contain all of the elements in 5 CCR Section 11962.

If the Charter School is to close permanently for any reason, the TUSD will serve written notice on the Charter School that the Charter School's closure procedures have been invoked. The Charter School shall immediately notify the TUSD of the specific individual responsible for coordinating the Charter School's closure procedures. The TUSD will identify a staff member to work with the Charter School to complete all closure activities.

## **Section 5: Special Education**

- 5.1 Special Education Services at Charter Schools:** As of July 1, 2019, the Charter Schools are each a school of the district pursuant to Education Code section 47641(b). Pursuant to Education Code Section 47641(a), the Charter Schools may chose to pursue membership in a SELPA. TLC shall conduct research to determine whether it intends to have each Charter School participate in a SELPA.

If TLC elects to apply for membership in a SELPA, it shall provide the District at least one years' notice before the effective date of the Charter Schools' proposed participation in the SELPA. In addition, the Charter School shall provide the District with notice that the Charter School has been accepted into the SELPA immediately upon learning of this change of status no later than January 15 of the school year preceding the change of status. The District shall respond to reasonable requests from TLC to help TLC in its efforts to enroll the Charter Schools in a SELPA. If TLC elects to participate in a SELPA, as of the effective date of the Charter Schools' participation in a SELPA, Section 5.3 of this MOU shall apply. Otherwise, Section 5.2 of this MOU shall continue to apply reflecting that each Charter School is a school of the district for special education purposes.

### **5.2 School of the District**

Pursuant to Education Code section 47641(b), all TLC Charter Schools do not currently elect to be a local educational agency ("LEA") in accordance with Education Code section 47641(a) and, therefore, shall not be deemed the LEA for purposes of compliance with the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter "IDEA") but shall be deemed a public school of the District. As such, the parties understand and agree that the District shall, in partnership with the Charter Schools, ensure that all students with exceptional needs who attend the Charter Schools are provided with a free and appropriate public education in compliance with the IDEA. A child with disabilities attending the Charter Schools shall receive special education instruction or designated instruction and services, including transportation, in the same manner as a child with disabilities who attends another public school of the District.

#### **Child Find**

The Charter Schools agree to assume primary responsibility, and fully cooperate with the District, in identifying any student with special needs as provided in this MOU, including all students who seek enrollment at the Charter Schools or who are enrolled in the Charter Schools, and in convening annual IEP's. The District agrees that it retains responsibility for all other IDEA obligations and responsibilities not assigned to the Charter Schools in this MOU for students enrolled in the Charter Schools.

TLC's staff trained in special education and/or child find procedures shall be responsible for identifying and referring Charter School students who have or may have exceptional needs that qualify them to receive special education and/or related services to the District. Charter Schools will develop, maintain, and implement policies and procedures within the Charter Schools to ensure that students who have or may have exceptional needs are identified. Charter Schools shall work cooperatively with the District to provide services to pupils with exceptional needs at the Charter Schools. TLC shall notify the District's Director of Special Education or designee as soon as practicable of any and all pupils who seek to enroll or who are dropped from enrollment, and who had an IEP in the current or previous year, or who have a record of having ever received special education services. To this end, TLC shall require students enrolling in the Charter Schools to indicate whether they have, or have ever had, an IEP in registration packets. TLC shall not request this information prior to the student being accepted into and being notified of the student's acceptance into the respective Charter School.

### **Evaluation and Assessment**

The District shall be responsible for evaluating and assessing TLC students identified by the Charter Schools who have or may have exceptional needs that qualify them to receive special education and/or related services. TLC will develop, maintain, and implement policies and procedures to ensure that students who have or may have exceptional needs are referred to the District for evaluation and assessment. If during the pre-placement evaluation and assessment, or any subsequent IEP, it is determined by the IEP team that Charter Schools are not an appropriate placement for a student with exceptional needs, the student will be referred to the District, or the pupil's district of residence, for placement in an appropriate program that meets the needs of the student.

### **Individualized Educational Programs**

The District shall be responsible for developing, maintaining, and reviewing the form and format, as required by the District's Special Education Local Plan Area, of all written IEP's for students who have or may have exceptional needs that qualify them to receive special education and/or related services. TLC will develop, maintain, and implement policies and procedures to collaborate with the District in ensuring that IEPs are implemented for all students with exceptional needs who are enrolled in the Charter Schools.

### **Special Education Funding**

The District shall retain all special education funds of the Charter School for services to special education pupils (i.e., "special education funding allocation"). In addition, the Charter School shall pay to the District a special education general fund contribution (as set forth herein) for each unit of Charter School ADA.

### **Special Education Complaints**

The District shall address, respond, and/or investigate complaints received under the District's Uniform Complaint procedure involving Charter School students receiving

special education and related services from the District pursuant to this MOU. TLC shall cooperate with the District in responding to such complaints as deemed required by the District.

### **Due Process**

The District may initiate and shall defend against due process hearings involving any Charter School student receiving special education and related services from the District pursuant to this MOU in accordance with federal and State law. In the event any due process hearing is filed against the District, the District, as the LEA providing special education to Charter School students, shall be responsible for the District's costs associated with filing for or defending against the due process hearing. In the event the TLC elects to be represented by legal counsel for any due process hearing, TLC shall be solely responsible for the Charter School's costs.

### **Section 504 of the Rehabilitation Act**

TLC shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights.

### **Quarterly Meetings**

The District's Director of Special Education (or designee) and TLC's Executive Director (or designee) shall meet formally at least one time per quarter to assess the appropriate level of services provided to students and to staff and the effectiveness of communications between the District and the Charter School.

### **General Fund Contribution**

For the 2019-20 school year, the parties agree the District shall retain all special education funds of the Charter School for services to special education pupils (i.e., "special education funding allocation"). In addition, the Charter School shall pay to the District a special education general fund contribution for each unit of Charter School ADA. The contribution shall be four hundred and seventy-three dollars and twenty cents (\$473.20) per ADA as calculated at the P-1 in that school year. Any amounts owed by the Charter School shall be offset by credits attributed to the Charter School through the SELPA.

Commencing in the 2020-2021 school year and continuing until June 30, 2024, if the Charter School is not deemed a local educational agency for the purposes of special education pursuant to Education Code Section 47641(a), the District shall retain all special education funds of the Charter School for services to special education pupils (i.e., "special education funding allocation"). In addition, the Charter School shall contribute an equitable share of its charter school block grant funding to support districtwide special education instruction and services, including, but not limited to, special education instruction and services for pupils with disabilities enrolled in the

charter school ("Equitable Contribution"). The Equitable Contribution shall be calculated as the actual annual District special education expenditure for the previous school year divided by the sum of District and Charter School ADA for the previous school year. The Equitable Contribution shall be assessed for each unit of Charter School ADA as calculated at the P-1 in that school year. Any amounts owed by the Charter School shall be offset by credits attributed to the Charter School through the SELPA.

#### **Payment Schedule**

TLC shall pay the special education general fund encroachment fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter Schools for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter Schools within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. Charter Schools shall pay all invoices within thirty (30) business days of their issuance by the District. In the event payment is not received within thirty(30) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the District may elect to offset and deduct any such fees from the District in-lieu-property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.

### **5.3 Charter Schools Participate in SELPA**

If TLC elects to have each Charter School join a SELPA pursuant to Section 5.1, each Charter School shall become a local educational agency ("LEA") member of a SELPA pursuant to Education Code Section 47641(a) and hereby acknowledges responsibilities as an LEA for special education purposes.

If Charter Schools join a SELPA, they intend to apply to participate in the El Dorado County SELPA or other SELPA to support students with exceptional needs. The Charter Schools shall receive state and federal special education funding in accordance with the allocation plan established by the SELPA. Charter Schools agree to adhere to the policies, procedures and requirements of the SELPA governing body. Charter Schools will ensure that no student is denied enrollment on the basis of special education status or disability.

#### **Responsibility for Special Education**

Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("Americans with Disabilities Act"), and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et seq. "IDEA").

Charter Schools are responsible for the management of its special education budgets, personnel, programs, and services. TLC shall employ qualified, appropriately credentialed employees or contract with qualified third-party providers to provide all



necessary and appropriate special education placement and services to its students. Charter Schools shall understand, accept responsibility, and provide special education continuum of services including: Child Find; Referral; Assessment; Placement; Special Education Instruction; Due Process Proceedings; Discipline/Manifestation Determinations; Transportation; and Related Services.

## **Section 6: Nondiscrimination**

The Charter Schools shall not charge tuition, fees, nor solicit donations, and shall be nonsectarian, and pursuant to EC Section 200, the Charter Schools shall be open to all students regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status. The non-discrimination provisions also shall apply to the employment of all staff members.

### **Section 7: Severability**

If any provision or any part of this MOU is held to be invalid, unenforceable, or contrary to public policy or law for any reason, the remainder of this MOU shall be unaffected.

### **Section 8: Non-assignment**

No portion of this MOU or the Charter petitions approved by the TUSD may be assigned to another entity without the prior written approval of the TUSD.

### **Section 9: Waiver**

A waiver of any provision or term of this MOU must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. The parties agree that neither party to this MOU waives any of the rights, responsibilities, or privileges established by the Charter Schools Act of 1992.

### **Section 10: Dispute Resolution Procedure**

In the event of any dispute between the Charter School and the District regarding this MOU, the parties agree to follow the dispute resolution process outlined in the Charter School's charter.

The Charter School shall timely notify the District of any and all complaints as required in their respective charter petitions.

### **Section 11: Termination for Cause**

Any failure by the Charter School to pay a reasonably undisputed amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void. Charter School may suspend performance under or terminate this MOU for cause upon sixty (60) days advance written notice to the District of a material violation by the District of the terms of this MOU.

## **Section 12: Construction and Enforcement**

This MOU shall be construed and enforced in accordance with the laws of the State of California.



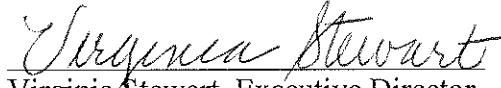
### Section 13: Notifications

All notices, requests, and other communications under this MOU will be in writing and mailed to the following addresses:

Tania Salinas  
Director of Assessment and Accountability  
Tracy Unified School District  
1875 West Lowell Avenue  
Tracy, CA 95376

Virginia Stewart  
Executive Director  
Tracy Learning Center  
51 East Beverly Place  
Tracy, CA 95376

This MOU includes the understanding of the parties with respect to the matters covered in the MOU and supersedes any oral or written understandings between the parties related to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein; and no MOU, statement, representation, or promise by any individual or party that is not contained in this MOU will be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises that are not expressly set forth in this MOU. The parties further acknowledge that this MOU will be modified only in writing by the mutual agreement of the parties to updates or modifications to the MOU.

  
\_\_\_\_\_  
Virginia Stewart, Executive Director  
Tracy Learning Center

5-29-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, TUSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, TUSD Governing Board

\_\_\_\_\_  
Date