

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ELK GROVE UNIFIED SCHOOL DISTRICT  
AND  
CALIFORNIA MONTESSORI PROJECT CHARTER SCHOOL- ELK GROVE CAMPUS**

This Agreement (or Memorandum of Understanding "MOU") is executed by and between the Board of Trustees of the Elk Grove Unified School District (hereinafter referred to as "District") and the California Montessori Project, a California nonprofit public benefit corporation ("Non-Profit") that operates the California Montessori Project - Elk Grove Campus Charter School ("Charter School").

The Non-Profit and District are collectively referred to as the "Parties." This agreement shall be enforceable only following execution by the Parties and ratification or approval by the governing boards of each of the Parties.

**RECITALS:**

- A. The District is a school district existing under the laws of the State of California.
- B. The Charter School submitted a petition to establish a charter school to the District, which the District *initially* approved on **February 21, 2006**, previously renewed on April 26, 2011, *and renewed again on* March 15, 2016 subject to certain conditions. For the purposes of this MOU, the term "Charter" shall mean the Charter School renewal petition approved by the District on March 15, 2016.
- C. 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
- D. If any provision of this MOU is inconsistent with the Charter, the terms of the Charter shall prevail.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth the Parties do hereby agree as follows:

**AGREEMENTS:**

**I. TERMS AND RENEWAL:**

- A. The Agreement is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this Agreement.
- B. The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.
- C. Any modification of this Agreement must be in writing and executed by the duly authorized representatives of the Parties specifically indicating the intent of the Parties to modify this MOU.

1. The duly authorized representatives of the Charter School are the Executive Director and the Board of Directors as a whole.
  2. The duly authorized representatives of the District are the District Board of Trustees ("Board") and Superintendent or designee. For purposes of amendment of the Charter, the Board is required to take action.
  3. The term of the Agreement is for the term of the Charter. However, the Parties agree to review this Agreement annually. By March 1 of each year during the term of this Agreement, the Parties will present proposed revisions to the MOU, if any. If there is no agreement by April 30 of the then current year, then the existing MOU will continue in effect until mutually modified except that the MOU shall expire upon the expiration, rescission, or revocation of the Charter. The Parties may amend this Agreement in writing at any time during the school year.
  4. The District reserves the right of approving material revisions and/or revoking the Charter as specified in Education Code Section 47607.
- D. The Charter School shall ensure that the name California Montessori Project Charter School - Elk Grove Campus is correctly spelled in all notifications to the State and in its corporate documents.
- E. The Charter for the California Montessori Project Charter School - Elk Grove Campus is for a K-8 school population only.
- F. Because the Non-Profit operates the Charter School, all obligations imposed herein on the Charter School are equally imposed on the Non-Profit.

## II. ADMINISTRATIVE 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. "Revenue" is defined in accordance with Education Code Section 47613(f) as the amount received from the local control funding formula in the current fiscal year calculated pursuant to Education Code Section 42238.02 as implemented by Section 42238.03. This payment will be made in semi-annual payments or in the method or timing most acceptable to the District.
- B. The Parties agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal and processes as described in Section 47607.
  2. 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.

3. Participating in the dispute resolution process described in the Charter.
4. Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.
5. Identification of at least one Staff member as a contact person for the Charter School.
6. Visitation to the Charter School at least annually.
7. Ensuring that the Charter School provides all reports required of charter schools by law, including the annual update required pursuant to Education Code Section 47606.5.
8. Monitoring the fiscal condition of the Charter School.
9. Providing 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.
10. Pursuant to the authority granted to it under Education Code section 47607, the District reserves the right to conduct periodic evaluations of the Charter School's operations with one (1) day's notice to the Charter School. Such evaluation(s) shall be conducted at District's discretion and may include, but not be limited to: review of the Charter School's facility; review of records maintained by Non-Profit for the Charter School; interviews with the management of the Non-Profit, Charter School employees, and Charter School students and parents; and observation of instruction in the classroom(s). Students will not be interviewed without parent notice. Any deficiencies will be reviewed with the Charter School's site principal and Executive Director of the California Montessori Project and opportunity will be provided for comment, explanation, and/or correction. District reserves the right to use information from said evaluation(s), in conjunction with other information and reports, to determine subsequent renewal decisions. However, the review and evaluation processes described in this paragraph shall not be a pre-requisite to initiating revocation proceedings under Education Code section 47607.

- C. In addition to the supervisory oversight responsibilities and the oversight fee described above, the Charter School may contract with the District for additional services through a separate written agreement between the Parties. These additional services include, but are not limited to, the following:

1. Facilities: Should the Charter School choose to use any District facilities the terms and conditions of such use shall be in accordance with a separate memorandum of understanding for that purpose.

2. Meal Services: The Charter School assumes responsibility for ensuring that the Charter School's meal program complies with all federal requirements and state/local health regulations. District's Child Nutrition Department agrees to make available nutritionally adequate breakfast and lunch meals to the Charter School upon negotiation of a separate memorandum of understanding.

3. STRS Reporting: If the District is utilized for State Teachers Retirement system (STRS) reporting, the Charter School shall reimburse the District for the actual costs of administration of STRS records and the submission of required reports.

4. Professional Development: Charter School may request that its teachers and staff participate in professional development activities provided to District teachers and staff. As is reasonable, the District will include participants from the Charter School in its professional development activities. The District retains the right to charge the Charter School a fee to cover costs associated with individual professional development events, such as for materials or extra personnel time.

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 MOU, and the approved charter.

1. The Charter School will contract with Delta Managed Solutions, Inc. for services which may include but not be limited to providing the following services: monthly payroll; issuance of W2s; tax deposits; maintenance of the General Ledger; deposit and enter cash receipts; assist in purchasing and AP processing; print and mail all AP checks; process and submit SACS reports as required during the year; assist in the development and revision of the budget; complete monthly cash flow reports; generate revenue and expense reports and facilitate auditor's requests. By July 1 of each year, Charter School will submit a copy of the business service agreement with Delta Managed Solutions Inc. memorializing the services to provided and the costs therefore for the upcoming fiscal year, to be attached herein for reference purposes.
2. The Charter School will receive centralized services from the Non-Profit as identified in the Charter School's annual budget.
3. Prior to contracting with any other entity as primary provider of business and/or administrative services, the Charter School shall provide notice to the District and provide the District a reasonable opportunity to express its concerns.

### III. PROGRAMMATIC AUDIT

- A. Charter School shall comply with and adhere to all State requirements for participation and administration of all State-mandated tests for the Charter School. Results of such statewide assessments shall be provided to the District in the Charter School's Annual Academic Report, further described in Section IX.
- B. The Charter School shall comply with Education Code Section 47606.5, regarding Local Control Accountability Plans (LCAP), as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's final adopted LCAP shall be annually provided to the District by July 1, unless a different date is established by law. For the 2016-17 fiscal year only, District and Charter School agree that the LCAP goals set forth in the Charter meet the annual LCAP requirement, to be updated in a separate LCAP document in each subsequent year. The Parties acknowledge that such revisions shall be presumed not to be "material," requiring District approval, and the District reserves the right to make a final determination regarding whether any changes are "material." Results reported on the LCAP may be considered by the District in making decisions on, charter renewal and replication of charter schools.
- C. The Charter School is accountable for pupil outcomes identified in the Charter. After receipt of standardized testing scores, including but not limited to CAASPP testing scores, and any associated statewide school ranks, the Charter School administrator will compile and provide to the District an annual report and evaluation of its educational program ("Academic Report"), as specified in Section IX of this MOU. The Academic Report shall document whether students are achieving the measurable pupil outcomes defined in the Charter, and shall include other such information relating to the Charter School's academic performance as requested by the District, including the School Accountability Report Card required by State law. The Academic Report shall be submitted to the District's representative no later than March 1 of each year.
- D. At the request of the District, Charter School shall present the Academic Report, updates, and/or reports regarding the Charter School to the District's governing board during the year.

### IV. FUNDING

- A. To the extent that Charter School is required to submit records or information to the District or to the Sacramento County Office of Education in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient.
- B. As established by Education Code Section 47630 et. seq., the Charter School shall receive funding under the charter school funding model as follows:

1. A general purpose entitlement and supplemental funding allocated through the Local Control Funding Formula under California Education Code Section 42238, *et seq.*
  2. Funding of federal and state categorical programs, as applicable, in accordance with Education Code Section 47634.4.
  3. Funding of California State Lottery funds, pursuant to Education Code Section 47638.
  4. The Charter School is also entitled to a variety of other 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 all funding that is beyond the basic statutory entitlement.
  5. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
- C. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
- D. The District shall provide funding in lieu of property taxes to the Charter School as required by law. A check or electronic transfer, at the option of the District, will be delivered to the Charter School by the fifteenth (15) day of each month as required by law. The District shall have the right to withhold any amounts owed by the Charter School to the District which have not been paid to the District more than 60 days after requesting payment in writing by the District.
- E. The Parties recognize the authority of the Charter School to pursue additional sources of funding.
1. The District has no obligation to apply for additional sources of funding for the Charter School.
  2. The Charter School shall cooperate fully with the District in any funding applications made by the District on behalf of the students of the Charter School.
  3. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- F. The Charter School agrees that all general purpose revenue shall be only used for any public school purpose determined by the Charter School Board of Directors, in accordance with Education Code Sections 42238, *et seq.* and 47633(c).

## V. LEGAL RELATIONSHIP

- A. The Charter School is operating as a non-profit, public benefit corporation. Members of the Charter School Corporate Board shall adopt a Conflict of Interest Code pursuant to the Political Reform Act of 1974 (Government Code Section 81000 *et seq.*), and members of the Board and all designated officials of the Charter School shall file Form 700 Statements of Economic Interest and/or any other forms that may be required by law, in accordance with the adopted Conflict

of Interest Code, and shall abide by the terms of the adopted Conflict of Interest Code.

- B. The Parties agree and understand that all employees of the Charter School shall be employees of the Non-Profit and that it shall be the exclusive public school employer for the purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O).
- C. 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 Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School or Non-Profit.
- D. Any complaints/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the Charter, the District may request that the Charter School inform the District of how such concerns/complaints were addressed. The Charter School agrees to provide such information.

## VI. FISCAL RELATIONSHIPS

- A. To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District. The Charter School agrees to follow processing schedules and District business office procedures.
- 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 the District format and State law and regulations to the District's attendance officer. These reports will be submitted to the District at least one week prior to the county submission due dates for the P1, P2 and annual attendance periods. These dates will be part of the Charter School's annual calendar development. Such attendance will be included in the annual independent audit of the Charter School.

The Charter School will provide the district a copy of the certified student information collected on Census Day (CBEDS) and reported through the CALPADS Fall 1 data submission (1.17student data subgroups report) on or before February 15 and during the annual report (without student names), or as otherwise required by law. The Charter School will report the names of the students who have disenrolled from the Charter School along with the reason for disenrollment, if known, (i.e. returning to district of residence, drop out, or expulsion) and where the student intends to attend school, if known, upon the

Charter School's action of dropping the student. The Charter School will report to the last known school of district of residence by letter all students who disenroll in accordance with Education Code Section 47605 (d)(3). To the extent known, the Charter School will report to the District any students and who plan to reenroll in the District as soon as possible and within 30 calendar days of learning of the disenrollment.

- C. **ANNUAL AUDIT:** The Charter School shall be responsible for having an annual independent fiscal audit done of the entire Charter School operation in accordance with all applicable laws. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools formed as non-profit corporations. The annual audit will be completed and will be forwarded to the chief financial officer of the District, the County Office of Education, State Controller's Office and the California Department of Education on or before December 15.

As part of the independent fiscal audit the Charter School will be responsible for having an annual audit on State compliance items as delineated in the State Controller's K-12 Audit Guide as applicable to charter schools.

The Charter School's Executive Director will submit corrective action plans for all audit findings to the District and the County Office of Education by March 15. Audit exceptions must be resolved to the satisfaction of the District's governing board.

- D. In the event that the District seeks and receives a voter approval for a general obligation bond, parcel taxes, or similar financial instrument, the Charter School shall have no entitlement to any portion of the funds unless negotiated in advance or unless otherwise required by law. 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.
- E. The Charter School agrees that it shall establish a fiscal plan and provide a copy of this plan to the District, 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 the sole responsibility of the Charter School and District shall have no obligation for repayment nor shall the District guarantee repayment of any such obligations.
- F. Absent written agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not act or provide a line of credit for the Charter School
- G. The Charter School shall maintain a minimum of 5% or \$50,000, whichever is greater, of annual total expenditures, transfers out, and other uses of funds of the Charter School as reserve account for economic uncertainty.

H. The Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools in the format dictated by the County Superintendent of Schools:

1. On or before July 1, a preliminary budget for the upcoming year, including a multi-year budget projection for the next two years.
2. On or before September 15, unaudited actual data for the full prior year.
3. On or before December 15, an interim financial report reflecting changes through October 31. This interim report shall include projections of year end balances and projections for the next two years.
4. On or before March 15, a second interim financial report reflecting changes through January 31. This interim report shall include projections of year end balances and projections for the next two years.
5. The Charter School shall develop and monitor its budget in accordance with established laws and regulations. The Charter School will utilize and develop an annual budget development and monitoring calendar. This calendar shall be forwarded to the District by December 1 of the prior year. State required financial reports shall be forwarded to the District within one month of their due date.

## VII. FISCAL CONTROLS

- A. 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 school's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate and lawful fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized in accordance with amounts specified in the adopted budget; (2) the School's funds are managed and held in a manner that provide a high degree of protection of the School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education or the California Department of Education.
- B. Segregation of Duties: The Charter School will develop and maintain simple warrant requests and purchase order forms to document the authorization of all expenditures. All proposed expenditures must be approved by the Executive Director or designees who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.
- C. Banking Arrangements: The Charter School will maintain accounts with the Sacramento County Treasurer and Wells Fargo Bank, and will provide the District a list of all other accounts the Charter School holds in any other financial institution, including banks or credit unions, or with any person or entity. The Charter School may not hold funds in any other institution, including banks or

credit unions, or with any person or entity without notification of such account to the District. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the county treasury and operating checking account 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. The Executive Director or designee and finance committee of the Charter School Board will regularly review these statements. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund may not exceed \$1000.00, may be established with an appropriate ledger to be reconciled twice monthly by the school secretary, who shall not be authorized to expend petty cash.

- D. Purchasing Procedures: All purchases over \$10,000.00 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Executive Director or designee shall not approve purchase orders or warrant requests lacking such documentation. Documentation shall be attached to all warrant and purchase order requests showing that at least (3) vendors were contacted and such documentation shall be maintained for at least (3) years. All purchases in excess of \$25,000.00 must have dual signatures by a board member and a separate officer of the corporation.
- E. Property Inventory: The Executive Director or designee shall establish and maintain an inventory of all non-consumable goods and equipment over \$5,000.00. In addition an inventory shall be established and maintained of all computer equipment. This inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the Charter School's assets. Property will be inventoried on an annual basis.
- F. If Charter School decides to offer existing or new employees of Charter School the opportunity to participate in STRS or PERS, Charter School shall be responsible for making these arrangements through the County Office of Education or District as applicable.
- G. Property and Liability Insurance: The Charter School Board of Directors shall ensure that the Charter School retains appropriate property and liability insurance coverage. Property insurance shall cover replacement costs and insured to value of business personal property written on a "special form," (causes of loss). Liability insurance shall be no less than \$2,000,000 per occurrence and \$5,000,000 general aggregate. The District shall be named as additional insured on this policy.

The Directors and Officers Liability Insurance, including Employment Practices Liability Insurance, shall be obtained and kept in force at all times with a self-insured retention of no less than \$2,000,000 per occurrence and \$5,000,000 general aggregate. The District shall be named as additional insured on this policy. A copy of all required insurance policies evidencing the District named as an additional insured shall be provided to the District within two weeks of the effective date of this MOU.

- H. Indemnification and Hold Harmless: The Charter School complies with the indemnification requirements outlined in the approved Charter.
- I. Additional Insured Endorsement: The District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "EGUSD, its elected and appointed officers, agents, employees, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
- J. Certificate of Insurance: Prior to commencing services pursuant to this Agreement, the Charter School shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of the Charter School's insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.
- K. Workers' Compensation: The Charter School shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "California Montessori Project is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, the Charter School shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of the Charter School's insurance provider.
- L. Injury and Illness Prevention: Charter School shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "California Montessori Project is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to EGUSD upon request.

#### VIII. HUMAN RESOURCES MANAGEMENT

Employees of the Charter School are solely the employees of the Charter School. As such, the Charter School shall have the sole responsibility for employment management, dismissal, and discipline of its employees.

- A. The Charter School will conform to the laws regarding background checks and fingerprinting and credentialing. Teacher of core academic subjects shall be held to the same credentialing standard as teachers in the public schools. No Charter School teacher shall be maintained in employment without compliance with Education Code Section 47605(l).

IX. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight monitoring of the Charter School shall be in conformance with District Board policy, the terms of the approved Charter, and the terms of the MOU. As specified in Section III of the MOU, the Charter School shall prepare an annual Academic Report. The Academic Report shall include the elements listed in Schedule A. In addition, and at the District's request, Charter School and District personnel shall meet to discuss areas of concern, review and monitor records and student progress.
- B. The Board of Directors shall be responsible for operating the Charter School in conformance with the provisions of the approved charter and this MOU.
- C. It is agreed that the availability of instructional materials is critical to the learning process, including, but not limited to, textbooks and other materials that supplement the delivery of a solid core curriculum. The Charter School recognizes that these instructional materials must be in adequate supply.
- D. Enrollment will be open to all students who wish to apply in the grade levels served by the Charter School and the Charter School shall admit all pupils who wish to attend up to capacity, at which point, admission shall be determined by public random drawing. In addition, Charter School agrees to the following terms regarding its recruitment and admissions policies and practices:
  - 1. Charter School agrees to prepare and publicly distribute recruitment materials in languages that address the demographics of the District.
  - 2. Pursuant to Education Code Section 47605 subdivision (b)(5)(G), no later than thirty (30) days after the Effective Date of this Agreement, the Charter School shall provide the District with a comprehensive recruitment plan detailing the means by which the Charter School will seek to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the District, as well as the Elk Grove community.
  - 3. No later than March 1 of each year of this Agreement, Charter School shall provide the District with an update of its efforts to implement its comprehensive recruitment plan. District reserves the right to collaborate with Charter School to modify or amend said recruitment plan.
  - 4. With the recognition by the District that the Charter School may not control the racial and ethnic balance of the population of the Charter School resulting from the public random drawing, the Charter School's annual Academic Report shall include a discussion of the impact Charter School's recruitment plan has had on attaining a racial and ethnic balance that reflects the

demographics of residents residing in the territorial jurisdiction of the District as represented in Schedule B.

X. SPECIAL PROGRAM/SERVICES

- A. In the event that either party to this agreement wishes to have its staff and or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event. Such arrangements must be made with the appropriate site administrator or District personnel in advance and confirmed in writing.

XI. CHARTER SCHOOL POLICIES AND PROCEDURES

- A. Copies of all Charter School Policies and Procedures shall be provided to the District promptly upon adoption by the Charter School. Any revised amended or deleted policies shall also be forwarded to the District.
- B. The Charter School shall maintain an anti-nepotism policy, which shall be provided to the District and a conflicts code which shall align with the approved charter. Additionally, persons related by blood or by marriage to a charter school employee shall not be appointed to a position where one relative would be in a supervisory position over another. Any employment of relatives outside of the restrictions herein noted must receive prior approval of the Charter School Board.

XII. STUDENT RECORDS

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

XIII. BROWN ACT/PUBLIC RECORDS

The Charter School shall fully conform to the Brown Act. The Brown Act requires school boards to conduct their business in pre-announced and agenzized open session unless specific conditions exist that justify the meeting of a board in closed session. In addition, all of the Charter School's records that relate in any way to the operation of the Charter School, including without limitation all of the records of the Non-Profit corporation operating the Charter School, are deemed to be subject to the requirements of the Public Records Act (Government Code Section 6250, et seq.) as well as Education Code Section 47604.3. The District reserves the right to appoint a voting member to the Charter School's governing board in accordance with the provisions of the 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 and upon request.

#### XIV. LEGAL SERVICES/OTHER SERVICES

Charter School will be responsible for procuring its counsel and the costs of such service. Charter School reserves the right to subcontract any and all services specified in this agreement to the District and/or to public or private subcontractors as permitted by law and as available from the District. Charter School shall immediately inform the District of any contracts it enters.

#### XV. NO AGENCY RELATIONSHIP

No agent, employee, or servant of the Charter School shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. Charter School will be solely and entirely responsible for its acts and for the acts of Charter School's agents, employees, servants and subcontractors while acting under Charter School's direction during the entire term of this agreement.

#### XVI. SEVERABILITY/VENUE

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

#### XVII. 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.

#### XVIII. NOTIFICATION

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

To the District at: 9510 Elk Grove-Florin Rd., Elk Grove, CA 95624

To the Charter School at: California Montessori Project, 5330 A Gibbons Dr,  
Ste. 700, Carmichael, CA 95608.

This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding 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 consultant except as may be expressly set forth in this Agreement. The Parties further recognize that this agreement shall only be modified in writing and by the mutual agreement of the Parties. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or portable document format ("PDF") copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

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

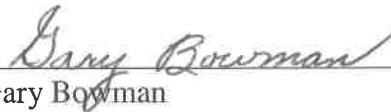


Carrie Hargis  
Director of Fiscal Services  
Elk Grove Unified School District



ELK GROVE UNIFIED SCHOOL DISTRICT  
CONTRACT #16-0771

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



Gary Bowman  
Executive Director, California Montessori Project  
Charter School - Elk Grove Campus

## SCHEDULE B: SCHOOL POPULATION TARGETS

During the 2016 Petition Renewal process, Elk Grove Unified School District's Department of Research and Evaluation (RED) examined CMP-EG's enrolled population to determine if significant disproportionality exists between the school and the residing population of the District. CMP enrollment numbers and percentages were sourced from the California Department of Education's DataQuest website. District residing population statistics were sourced from the American Community Survey 2014 one-year results found online through the American Fact Finder utility at <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>.

RED's findings are as follows:

- African American enrollment at CMP, 6.78%, is disproportionately low.
- American Indian enrollment at CMP, 0%, is disproportionately low.
- Asian enrollment at CMP, 11.68%, is disproportionately low.
- Hispanic enrollment at CMP, 23.36%, is disproportionately high.
- White enrollment at CMP, 37.38% is disproportionately high.
- Two or More enrollment at CMP, 13.08%, is disproportionately very high.

CMP should pursue a course of action to meet the following enrollment targets in order to minimize disproportionality, with the recognition by the District that the Charter School may not control the racial and ethnic balance of the population of the Charter School resulting from the public random drawing. In its Annual Academic Report, CMP-EG shall describe what steps it has taken to recruit a student population that is reflective of the EGUSD community and the impact those steps have had.

	CMP Enrollment Targets							EGUSD Residing Population %
	2014-15		2015-16	2016-17	2017-18	2018-19	2019-20	
	#	%	#	#	#	#	# %	
Total	428		431	434	437	440	443	
<i>African American</i>	29	6.8%	35	41	47	53	59 13.8%	13.1%
<i>American Indian</i>	0	0.0%	1	2	3	4	5 1.2%	0.5%
<i>Asian</i>	50	11.7%	58	66	74	82	90 21.0%	20.1%
<i>Filipino</i>	31	7.2%	31	31	31	31	31 7.2%	6.7%
<i>Hispanic</i>	100	23.4%	97	94	91	88	85 19.9%	19.3%
<i>Pacific Islander</i>	2	0.5%	3	4	5	6	7 1.6%	1.6%
<i>White</i>	160	37.4%	156	152	148	144	140 32.7%	32.4%
<i>Two or More</i>	56	13.1%	50	44	38	32	26 6.1%	6.0%

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# SCHEDULE A: CHARTER SCHOOL ANNUAL ACADEMIC REPORT

**Due March 1 of each year** (Information from Prior Academic Year)

## INSTRUCTIONS

- Please provide a report including the following information and performance data by March 1 of each school year via email to Kathy Hamilton, Director of College and Career Options, [khamilto@egusd.net](mailto:khamilto@egusd.net).
- Please respond to all prompts on this form and include attachments as necessary.
- Please note word limits on narrative sections (bullets are acceptable).
- Be sure to customize the footer with your school name and date submitted

## CHARTER SCHOOL INFORMATION

- Current charter term
- Originally opened
- Grade levels authorized
- Grade levels offered in past school year
- Organizational leader (title, name and contact information)
- Principal/Director (title, name and contact information)
- Emergency contact information for school Principal/Director
- Office Operations Manager (title, name and contact information)
- Personnel/HR lead (title, name and contact information)
- Attendance lead (title, name and contact information)
- Facilities lead (title, name and contact information)
- Special Education lead (title, name and contact information)
- Website
- Charter Management Organization (if applicable)

## LOCATION / FACILITY INFORMATION

- Type of facility (e.g., District Facility/Parochial School Conversion/Commercial Space/Purpose-Built School)
- Street address
- City, state, zip
- Telephone number
- Office hours

*Repeat above information for **each** classroom-based campus or non-classroom service center.*

## MISSION

*[Excerpt from charter; if changed from original charter, note date of change]*

## DISTINGUISHING FEATURES OF THE EDUCATIONAL PROGRAM

[Provide up to 10 short, clear bullets; if materially different from charter, note date of change]

## GOVERNANCE

- Name of non-profit corporation holding the charter
- Date of incorporation
- Number of authorized board members
- Number of currently seated board members
- Current board president (name and contact information)

### Qualitative data about Charter School governance:

- Provide a brief description (not to exceed 200 words) of the effectiveness of Charter School governance. How do you know the governance structure works?
- Provide a brief description (not to exceed 200 words) of governance challenges and plans to address these challenges in the near future.

## ENROLLMENT (PAST 4 YEARS OF DATA FROM CALPADS)

	Prior year	Prior prior year	Prior year (x3)	Prior year (x4)
Total enrollment				

Prior year comparison to EGUSD community by ethnic and racial subgroups as % of total	Total Enrollment/Population	Hispanic/Latino	American Indian or Alaska Native	Asian	Pacific Islander	Filipino	African American	White	Two or More Races
Charter School									
2014 EGUSD community demographics (will be populated)*	339,898	19.3%	0.5%	20.1%	1.6%	6.7%	13.1%	32.4%	6.0%

\* Source: American Fact Finder, <http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>

Prior year comparison to EGUSD by other subgroups as % of total	Students with Disabilities	Socio-Economic Disadvantaged	English Learner	Foster Youth
Charter School				
EGUSD student enrollment (will be populated)				

## STUDENT PERFORMANCE DATA

Provide an analysis of student outcomes and evaluation of Charter School's educational program, including whether students are achieving the measureable outcomes defined in the charter and required by law. Include results of state assessments and any local assessments administered to monitor student performance and the success of the educational program. At a minimum, please include:

**Assessment results for:**

- California Assessment of Student Performance and Progress (CAASPP)
- California English Language Development Test (CELDT), or its successor
- Physical Fitness Test (PFT)
- For high school programs, four-year cohort graduation rates (if applicable)
- Each measurable pupil outcome identified in the charter

**Results statistics such as:**

- Number and percentage of students in each overall performance category
- Average scale score of overall score
- Number and percentage of students in each sub-skill or claim areas
- Average scale score of each sub-skill or claim area

**Disaggregation by:**

- Race/Ethnicity (state categories)
- English Learners
- Socioeconomic Disadvantaged
- Students with Disabilities
- Foster Youth
- Homeless

**Note:** Provide disaggregated values for each relevant category regardless of N size. EGUSD will maintain secure protocols so that any result based on  $N < 11$  will not be available to the public to maintain confidentiality.

**CMP results are to be compared to:**

- District aggregate performance, overall and by subgroup
- Comparison aggregate of EGUSD schools' performance, overall and by subgroup, as follows
  - Elementary school level
    - Carroll Elementary
    - Helen Carr Castello
    - Elitha Donner
    - Elk Grove Elementary
    - Ellen Feickert
    - Arlene Hein
    - Roy Herburger
    - Florence Markofer
    - James A. McKee
    - Joseph Sims
  - Middle school level
    - Katherine L. Albani
    - Joseph Kerr

**Note:** EGUSD will provide the aggregates of the above comparison schools overall, by ethnicity, and by grade level so that CMP may evaluate their results against these.

**Comparison over time, multiple years of results:**

- When comparable data exist, results are to be provided for the past three to five years, so that progress over time can be discerned and assessed.

**Analysis of performance data:**

Provide a brief statement (no more than 200 words) about your analysis of the performance data.

- Identify significant trends for particular subgroups, across time and/or in comparison to selected EGUSD schools.
- Discuss how this analysis will be used to inform instruction, including any changes in practice that will be made.

**Format of performance data report:**

- CMP may determine the template it wishes to use for reporting and analyzing this data, identifying a format and means that best facilitates the process of internal assessment, discussion and planning. A sample is attached, however, of a template that might be used for reporting CAASPP data. EGUSD will provide feedback on the format of the data report and make recommendations for change, if necessary.
- Performance data report may be embedded in the report text or attached; if attached, a separate Excel spreadsheet, Word file or PDF also must be submitted as an email attachment.

## SCHOOL ACCOMPLISHMENTS FOR PAST YEAR

- Provide a brief statement (not to exceed 200 words) of major accomplishments for the prior school year related to the Charter School's vision and mission as described in the approved charter, including plans to address areas identified by the Charter School as needing improvement.
- Provide a brief list (not to exceed 200 words) of challenges identified by the school and plans underway to address these challenges in the near future.

## CULTURE AND CLIMATE OF THE SCHOOL

- Provide a brief description (not to exceed 200 words) of school attendance patterns.
- Provide a brief description (not to exceed 200 words) of parent involvement, including parent organization participation data and meeting schedules.
- Provide a brief description (not to exceed 200 words) of results of parent satisfaction surveys. *[Survey results may be provided as an attachment in addition to the brief description included here.]*
- Provide a table listing formal parent complaints received, including date received, date resolved, level of resolution (teacher, principal, board, etc.), and type of complaint (student, discipline, grading policy, etc.) *[Table may be embedded in the report text or attached; if attached, a separate Excel spreadsheet, Word file or PDF also must be submitted as an email attachment.]*

## FINANCIAL SOUNDNESS OF CHARTER SCHOOL

- Provide name and contact information for financial reporting lead.
- Identify name and contact information for independent auditor
- Provide your Debt to Asset Ratio (total liabilities divided by total assets).
- Provide your Fund Balance Percentage (total fund balance divided by total expenses).

## ADDITIONAL DOCUMENTATION

- Attach the Charter School's *School Accountability Report Card* for prior school year.
- Include updates of the following documents *if any changes have been made* since the prior Annual Report or charter petition, if approved by EGUSD within the past calendar year.

Document	Description	Status	
		Date updated*	No change
1. Curriculum	Scope and sequence for all subjects taught in grades served;		
2. Instructional Materials	List of all instructional materials used		
3. Board Roster	Names and email addresses of all board members, with end date for current term of service and officers		
4. Board Clearance	Certification of clearance of governing board members (criminal background check by DOJ and FBI; child abuse registry check)		
5. Conflict of Interest Policy	Conflict policy that is compliant with Charter and Fair Political Practices Act		
6. Public Records Act Policy	Procedures to implement the California Public Records Act		
7. Complaint and/or Internal Dispute Resolution Policy	Including procedures and forms; must include Uniform Complaint Procedure; may include other forms and systems established by school		
8. Health and Safety Policy	Policies and procedures around student health and wellness practices (including immunizations, medications, screenings, student wellness, and food service) and safety procedures for each campus, including campus supervision, field trip supervision and screening of volunteers		
9. Student Discipline Policy	Policies and procedures for student discipline, including behavior expectations, suspension/expulsion standards, and due process; including procedures for students with disabilities		
10. Proof of Insurance	Certificate of insurance in the amounts required by the MOU; EGUSD is an additional insured		
11. Disclosure of Claims/ Litigation	Required disclosure of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action		
12. Employee Handbook	Personnel policy provided to all employees regarding terms of employment; including mandated child abuse reporting, non-discrimination, sexual harassment, and complaint procedures		
13. Teacher credentials and ESSA teacher requirements (as applicable)	Spreadsheet containing credential/authorization on all instructional personnel		
14. Certification of Screening	Certification that all new employees have been subject to criminal background check (FBI and DOJ) and TB screening		
15. Admission,	Description of process for admission and enrollment of		

Enrollment and Exit Procedures	students, consistent with charter, and including dates for receiving applications and conducting lottery; also addressing process for exit (voluntary withdrawal) and notification of district of residence		
16. Application Form	Current form (hard copy or on-line) to apply for admission to the school		
17. Required Documents	List of information and documents required to complete enrollment of admitted students		
18. Student/Family Handbook	Material provided to students and families regarding school policies, procedures and expectations; including attendance, discipline, parent volunteers, electronics, dress code		
19. Attendance Accounting Procedures	Description of or instructions for attendance accounting		

\* Attach a copy of the updated document as a PDF.

- It is assumed that the following documents are provided to EGUSD at regularly occurring dates throughout the school year. Please confirm by checking Y (yes) or N (no) in the table below.

Document	Provision to EGUSD	
	Y	N
1. Board meeting agendas		
2. Board meeting minutes		
3. Academic calendar		
4. Daily bell schedule for site-based programs		
5. LCAP		
6. P-1 Attendance		
7. P-2 Attendance		
8. P-Annual Attendance		
9. Adopted budget		
10. Unaudited actuals		
11. First interim report**		
12. Second interim report**		
13. Annual audit		
14. Payment of invoice for oversight fees (if applicable)		

\*\* All financial reports will include back-up information, using SACS format, and including but not limited to:

- Electronic copy of Alternative Report and Attachments
- MYP Worksheet (for current and 2 subsequent years)
- Assumptions/narratives worksheet (for current and 2 subsequent years)
- Statement of cash flow
- Supplemental financial reports (monthly statement of activities and balance sheet)
- LCAP expenditures
- Special education staffing and revenue/expenditure report

Regular Meeting of the Board of Education  
March 15, 2016 5:00 PM  
Robert L. Trigg Education Center, Board Room  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Closed Session - 5:00 p.m.  
Open Session - 6:00 p.m.

Agenda Item: **C.XIII.2. Charter Petition from California Montessori Project**

Speaker: Kathy Hamilton

Recommended Motion: The Board is asked to take action and approve or deny the California Montessori Project's Charter School Renewal Petition for its Elk Grove school.

Rationale: On January 19, the EGUSD Governing Board received a renewal petition from California Montessori Project (CMP) to renew its Elk Grove charter school. At the March 1, 2016, meeting, Director of College and Career Options Kathy Hamilton presented a preliminary report outlining findings of fact as identified by staff who reviewed the renewal petition. She noted that EGUSD has identified one corrective action and is working with CMP to clarify several other areas, but that the petition otherwise meets guidelines for renewal identified in the Education Code.

If the Board acts to approve the renewal petition, Ms. Hamilton also will inform the Board that a Memorandum of Understanding describing the operational agreements between EGUSD and CMP will be developed and presented for approval on April 5.

Financial Impact: CMP pays EGUSD an oversight fee of 1% of its annual apportionment, approximately \$39,000.

Attachments:  
California Montessori Project Presentation