

**GENERAL, FISCAL AND OPERATIONAL  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ALAMEDA UNIFIED SCHOOL DISTRICT  
AND THE COMMUNITY LEARNING CENTER SCHOOLS, INC.**

This Memorandum of Understanding ("Agreement") is executed between the Alameda Unified School District and Community Learning Center Schools, Inc., (hereafter referred to as "CLCS"), a 501c (3) tax exempt non-profit public benefit corporation that operates the Alameda Community Learning Center and Nea Community Learning Center.

**1. RECITALS**

- 1.1. The Alameda Unified School District (hereinafter referred to as "District") is a school district existing under the laws of the State of California.
- 1.2. Community Learning Center Schools, Inc., (hereafter referred to as "CLCS"), is a 501c(3) tax exempt non-profit public benefit corporation that operates the Alameda Community Learning Center (ALCLC) and Nea Community Learning Center (Nea) (hereinafter referred to as "Charter School(s)"), a public charter school existing under the laws of the state of California and under supervisory oversight of Alameda Unified School District. CLCS shall be responsible for and have all rights and benefits attributable to the Charter School, as further outlined herein. Where this Agreement obligates the Charter Schools to a particular course of action, Community Learning Center Schools, Inc. shall also be so obligated.
- 1.3. The District is the authorizing agency of the Charter Schools. This Agreement is intended to outline the agreement of the Charter Schools and CLCS with the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter Schools.
- 1.4. If the terms of this Agreement conflict with the terms of the Charter document ("Charter"), this Agreement will control the handling or resolution of the particular issue in question. In addition, if the Charter is silent on an issue addressed by this Agreement, this Agreement shall control.

**2. AGREEMENTS**

**2.1. Terms**

- 2.1.1. This Agreement will govern the relationship between the District and CLCS regarding the operation of the Charter Schools and the relationship of the District with CLCS and Charter Schools.
- 2.1.2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
- 2.1.3. The duly authorized representative of CLCS is the Executive Director, or designee.

- 2.1.4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of CLCS shall be initiated by the CLCS Executive Director with the Superintendent of the District, unless the Superintendent delegates this function to another officer of the District.
- 2.1.5. The term of this Agreement shall be one year, commencing on July 1, 2014 and terminating June 30, 2015. This entire Agreement is subject to approval by the respective governing boards of the District and CLCS.
- 2.1.6. This Agreement shall terminate automatically upon closure of the Charter Schools for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed.

## 2.2. Student Records

- 2.2.1. District shall provide, within ten (10) working days of the request of either Charter School, or sooner if required by applicable state or federal law, any cumulative file information regarding any student who previously attended District and who has enrolled in ACLC or Nea, including but not limited to information regarding special education and related services.

## 2.3. Legal Relationship

- 2.3.1. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of the Charter Schools or about CLCS shall be forwarded by the District to CLCS. District may request that CLCS inform the District of how such concerns or complaints are being addressed, and CLCS shall provide such information. CLCS shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 et seq.

## 2.4. Oversight Obligations

District oversight obligations include, but are not necessarily limited to:

- 2.4.1. CLCS shall promptly respond to all reasonable inquiries of the District, including, but not limited to inquiries regarding its financial records.

## 2.5. Student Data

For purposes of fiscal oversight and monitoring by the District, CLCS shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

- 2.5.1. CLCS shall submit student enrollment projections to the District by May 1 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to the Charter Schools shall be provided to the District. CLCS shall annually provide the District a list of names and addresses of students enrolled along

with the school district of residence of each respective student no later than September 1 of each year.

2.5.2. CLCS shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. CLCS shall provide copies of the P-1, P-2, and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, each year. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for making such an amendment. In addition, the CLCS shall provide all necessary information required to be submitted to the California Longitudinal Pupil Achievement Data System (CALPADS) by no later than October 31 of each year, including the R-30 Report. Such reports must be generated using the required Standardized Account Code Structure (SACS) and Attendance Reporting software. CLCS shall ensure that coding of student information conforms to District student information system requirements.

2.5.3. The CLCS student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated.

## 2.6. Personnel Data/Credential Data

2.6.1. Actual staffing data shall be provided to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the CLCS and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by the CLCS at the commencement of each school year and no later than September 15, and whenever any changes in credentials or assignments occur during the school year, along with written verification by CLCS that credentialing requirements imposed on CLCS under NCLB have been met. CLCS shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code Section 44237 for CLCS employees.

## 2.7. Budget/Financial Data

### 2.7.1. Budget Data

2.7.2. A preliminary budget shall be provided to the District and the Alameda County Superintendent of Schools for review by no later than July 1 of each year. All key budget variables, including revenue, expenditures, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents.

- 2.7.3. A copy of the adopted budget shall be provided to the District by no later than July 15 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by the CLCS Board of Directors.
- 2.7.4. A copy of any revisions to CLCS budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, and then, followed by annual updates.
- 2.7.5. Cash Flow Data
- 2.7.6. District shall be notified at least three weeks in advance of Board of Directors action to incur short- or long-term debt on behalf of CLCS, and financing documents shall be made available for District review upon request.
- 2.7.7. Financial Data
- 2.7.8. Bank account reconciliations for CLCS will be the responsibility of CLCS.
- 2.7.9. The First Interim Financial Report shall be provided to the District and the Alameda County Superintendent of Schools by December 1 of each year, and shall reflect changes through October 31; the Second Interim Financial Report shall be provided to the District by March 1 of each year, and shall reflect changes through January 31.
- 2.7.10. The Unaudited Actuals Financial Report shall be provided to the District and the Alameda County Superintendent of Schools by September 15 of each year.
- 2.7.11. CLCS is required to provide the District with written assurances that demonstrate fiscal responsibility and planning in each financial decision over \$50,000, including entering into contracts and loans, within 10 days of entering into such financial commitments.
- 2.7.12. Financial Audit
- 2.7.13. CLCS shall provide a copy of the CLCS's Audited Financial Report to the District, the Alameda County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by CLCS through the development of a remediation plan outlining how and when they will be resolved, subject to District approval. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Failure to obtain an approved remediation plan will be considered fiscal mismanagement within the meaning of Education Code Section 47607(c) (3).

## 2.8. Governance Data Meeting Information

Copies of meeting agendas for meetings of the CLCS Board of Directors shall be posted to the CLCS facility and website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be posted at the facility and to the CLCS website within 5 days after their approval by the governing board. CLCS shall provide the District with notice of all meetings by providing copies of agendas at the same time the agenda is

posted and will provide copies of minutes to the District from each meeting upon approval of same.

CLCS shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, and shall notify the District within 30 days of any change in the composition of these directors and officers.

2.9. Personnel Policies

A copy of CLCS personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by September 1.

2.10. Risk Management Data

Copies of all policies of insurance and memoranda of coverage shall be provided by CLCS to the District annually by no later than two weeks prior to the commencement of school.

A copy of the CLCS Health and Safety Plan shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

2.11. Programmatic/Performance Audit

2.11.1. CLCS will prepare an annual performance report and shall provide all information necessary to demonstrate that the Charter Schools are pursuing adequately and/or meeting the applicable accountability standards described in the NCLB, including adequate yearly progress, as defined by the State of California. The report shall also include: an analysis of whether student performance is meeting the goals specified in the Charter, using data displayed on a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of the Charter Schools' admissions practices during the year and data regarding the number of students enrolled and the number on waiting lists; analysis of the effectiveness of the CLCS internal and external dispute mechanisms and data on the number and resolution of disputes and complaints. The performance audit shall be provided to the District By December 31 of each year.

2.12. Instructional Materials

2.12.1. Charter Schools shall provide a list of core instructional materials by grade and content annually, no later than two weeks prior to the commencement of each school year.

2.13. Other

2.13.1. CLCS shall provide such other documents, data and reports as may be reasonably requested or required by the District or the Alameda County Office of Education.

- 2.13.2. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
- 2.13.3. CLCS shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. In keeping with GAAP, CLCS must maintain a minimum reserve for economic uncertainties (designated fund balance) of at least 3% of year-end expenditures of CLCS.

2.14. Administrative Services

The quality of all services to be provided to CLCS by District shall be comparable to that received at other District school sites.

2.15. Other Services to be provided to Charter School

At the option of CLCS, the District agrees to negotiate to provide Other Services in addition to the Administrative Services and Oversight Obligations set forth herein. The Parties agree that these Other Services will be billed at rates and at times to be determined through negotiations.

2.16. Concurrent Enrollment

Students enrolled at Charter Schools may concurrently enroll at Encinal High School (EHS) for selected classes, provided that AUSD students have priority for enrollment and provided that there is space available in those classes, consistent with AUSD's financial constraints and AUSD's agreements with its employee bargaining units.

By June 18, Charter Schools will provide to EHS enrollment projections and course interests for the following academic year. AUSD and EHS will use this information to work to provide space in these desired classes as budget and other constraints allow. Failure to notify AUSD that Charter Schools' students intend to enroll in EHS courses on or before June 18 will result in a waiver of Charter School's right to request concurrent enrollment pursuant to this section.

AUSD will provide Charter Schools with records of Charter Schools' students' performance in the EHS class and a transcript reflecting the concurrent enrollment.

EHS students may also concurrently enroll at Charter Schools for classes specifically designed, in collaboration with EHS, to accommodate EHS students. Charter Schools will provide EHS with records of student performance in the class and a transcript reflecting the concurrent enrollment.

2.17. Concurrent Enrollment Fees

For each course-year equivalent in which a CLCS student is concurrently enrolled in EHS, CLCS shall pay AUSD the cost of the enrollment of that student. That cost shall be determined by all instruction budgeted expenses divided by the number of sections divided by average class size.

For each course in which an AUSD student is concurrently enrolled in a course at ACLC, AUSD shall pay CLCS the same cost figure per student.

Payment for concurrent enrollment, as governed by this Agreement, shall be made within 30 days of the first day of instruction of the academic semester in which that enrollment occurs, with the amounts owed by AUSD and CLCS calculated and documented at least twice annually.

**2.18. Participation in Student Athletics**

Students enrolled at Charter Schools may participate in interscholastic athletics in AUSD, as provided in this section and as is consistent with applicable California Interscholastic Federation (CIF) rules. Subject to restrictions that apply to all students (e.g., academic eligibility, medical clearance, disciplinary restrictions, coach discretion on which players to select for teams, etc.).

**2.19. Attendance at social and athletic events**

Students enrolled at Charter Schools are students of CLCS, not AUSD.

CLCS students will be eligible to participate in AUSD clubs, interscholastic athletics, student leadership and similar activities to the same extent as other students who are not AUSD students as set forth in applicable Board Policy and Administrative Regulations.

**2.20. Legal Counsel**

CLCS shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

**2.21. Enrollment of Expelled Students**

Neither CLCS nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law.

**2.22. Provision of Documents**

With both parties understanding that some state, federal, and county documents directed toward one party may be mailed to the other party, the Parties agree to pass on such documents and forms to the addressed recipient in a timely manner so it may complete its legal obligations. CLCS has full responsibility for the forms and documents it receives directly and those which are accessible on the internet.

**2.23. Non-Assignment**

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of CLCS with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

2.24. Severability

If any provision or any part of this Agreement is for any reason held to be invalid 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

2.25. Reimbursement of Mandated Costs

CLCS shall seek reimbursements of its mandated costs, if any, directly from the State.

2.26. Dispute Resolution

All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter, provided, however, that disputes related to revocation of the Charter or acts or omissions of CLCS that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code Section 47607.

2.27. Enforcement of Agreement

It is understood and agreed that any violation of the Agreement is subject to the provisions of Education Code Section 47607(c), and the terms of the Agreement may be enforced by civil action. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court) in such action shall be entitled to its/his/her reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment.



Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Patti Wilczek, Executive Director  
For: Community Learning Center Schools, Inc., (ACLC & Nea))

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sean McPhetridge, Interim Superintendent  
For: Alameda Unified School District

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Charter School Board by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAINS: \_\_\_\_\_

Certification by the CLCS Executive Director:

\_\_\_\_\_  
Patti Wilczek, Executive Director

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Board of Trustees of the Alameda Unified School District by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAINS: \_\_\_\_\_

Certification by the AUSD Board of Education:

\_\_\_\_\_  
Sean McPhetridge, Board Secretary