

**GENERAL, FISCAL AND OPERATIONAL
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA UNIFIED SCHOOL DISTRICT
AND ACADEMY OF ALAMEDA, INC.
2023-24 SY**

This Memorandum of Understanding (“Agreement”) is executed between the Alameda Unified School District and Academy of Alameda, Inc. (hereafter referred to as “AOA”), a 501c (3) tax exempt non-profit public benefit corporation, that operates Academy of Alameda Charter School (“Charter School”).

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. AOA is a California non-profit public benefit corporation that operates The Academy of Alameda (Charter School) existing under the laws of the state of California and under supervisory oversight of Alameda Unified School District. AOA shall be responsible for and have all rights and benefits attributable to the Charter School, as further outlined herein.
- 1.3. The District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of AOA and the District governing their respective fiscal and administrative responsibilities, legal relationship and operation of the Charter School.
- 1.4. If the terms of this Agreement conflict with the terms of the Charter documents (“Charters”), 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 the Charter School regarding the operation of the Charter School and the relationship of the District and Charter School.
- 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 the Charter School 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 the Charter School shall be initiated by the designated representative of the Charter School 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 effective July 1, 2023 and terminating June 30, 2024. This entire Agreement is subject to approval by the respective governing boards of the District and Charter School.

2.1.6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. “Closure” means that all legally required closure processes are completed.

2.1.7. Force Majeure. The Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.

2.2. Student Records

2.2.1. District shall provide, within ten (10) working days of the request of a 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 that Charter School, including but not limited to information regarding special education and related services. District recognizes the receiving Charter School as its authorized agent under the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. Section 1232g) (“FERPA”), the Children’s Online Privacy Protection Act (“COPPA”) and other applicable state privacy laws and regulations for the actions described in this subsection.

2.2.2. Charter School shall be responsible for ensuring that student data is entered into a District-approved student information system, including average daily attendance, enrollment, standardized and alternative assessment data, emergency contacts, race/ethnicity, age, address, parent/guardian, immunization, discipline/suspension/expulsion and other information as provided in the student system available to individual District school sites.

2.2.3. Charter School, to the extent required by law, shall be responsible for establishing procedures and taking reasonable precautions to secure student data. Charter School shall notify the District promptly of any known breach.

2.3. Legal Relationship

2.3.1. The Parties recognize that AOA is a separate legal entity that operates the Charter School under the supervisory oversight of the District.

2.3.2. 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 School or about that Charter School shall be forwarded by the District to the Charter School. District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. The Charter School 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 Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter

School and the District.

2.4.2 Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to inquiries regarding its financial records.

2.4.3 Any process conducted in compliance with Education Code Section 47607 related to the issuance of a notice to remedy or other corrective notice related to one or both Charter School's operations, including document request, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

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

2.5. Student Data

For purposes of fiscal oversight and monitoring by the District, Charter School 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. The Charter School 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 School shall be provided to the District. Charter School 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. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District by January 6, April 20, 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 Charter School 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. Charter School shall ensure that coding of student information conforms to District student information system requirements.

2.5.3. The Charter School's 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

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 Charter School 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 Charter School 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

the Charter School that credentialing requirements imposed on the Charter School under NCLB have been met. Charter School 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 Charter School's employees.

2.7. Budget/Financial Data

2.7.1. Budget Data

A preliminary budget shall be provided to the District and the Alameda County Superintendent of Schools for review at least ten days prior to the Charter School's Board meeting at which the budget is to be approved. 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.

A copy of the adopted budget shall be provided to the District by no later than June 25 of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by the Charter School's Boards of Directors.

A copy of any revisions to Charter School's 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.

2.7.2. Cash Flow Data

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 a Charter School, and financing documents shall be made available for District review upon request.

2.7.3. Financial Data

Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

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.

The Unaudited Actuals Financial Report shall be provided to the District and the Alameda County Superintendent of Schools by September 5 of each year.

Charter School is required to provide the District with reasonable written assurances that demonstrate fiscal responsibility and planning in each financial decision over \$50,000, including entering into contracts and loans, within ten (10) days of entering into such financial commitments.

2.7.4. Financial Audit

The Charter School shall provide a copy of Charter School'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 the Charter School 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. Payment of Fees and Charges

On a quarterly basis, District shall bill Charter School for the fees and charges set forth in the Alternative Facilities Use Agreement in force between the parties. Charter School shall pay the invoice within 45 days of receipt.

2.9. Governance Data Meeting Information

Copies of meeting agendas for meetings of the Charter School Board of Directors shall be posted to the Charter School's 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 Charter School's website within 5 days after their approval by the governing board. Charter School 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.

The Charter School 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.

2.10. Personnel Policies

A copy of Charter School's personnel and payroll policies shall be provided by September 1.

2.11. Insurance

As detailed in the long-term lease between the Charter School and District, Charter School shall maintain:

- (1) **Liability Insurance.** Commercial general liability insurance with respect to the Site and Dedicated Space, if any, and the operations of or on behalf of the Charter School in, on or about the Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the School as required by the District as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of the District. The policy shall be endorsed to name the Alameda Unified School District and the Board of Education of the City of Alameda as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the AOA Charter School's

insurance primary; provided, however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the AOA Charter School.

- (2) **Property Insurance.** Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of the AOA Charter School's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain a waiver of subrogation in favor of the District. With regard to such property insurance, the District agrees that the AOA Charter School shall have the right to participate in insurance policies obtained by the District where such policies are less expensive or otherwise more advantageous to the AOA Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that the AOA Charter School has no obligation hereunder to purchase earthquake coverage.
- (3) **Workers' Compensation, Employer Liability.** Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the AOA Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- (4) **Insurance Against Employee Theft or Dishonesty.** The Charter School shall maintain coverage against employee theft and dishonesty with a minimum coverage of \$1 M per occurrence.

Copies of all policies of insurance and memoranda of coverage detailed above shall be provided by AOA to the District's Business Services Department annually by no later than two weeks prior to the commencement of school.

A copy of the Charter School's Health and Safety Plans shall be provided to the District at least annually no later than two weeks prior to the commencement of school.

2.12. Programmatic/Performance Audit

The Charter School will prepare an annual performance report and shall provide all information necessary to demonstrate that the Charter School is pursuing adequately and/or meeting the applicable accountability standards 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-wise basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality; an overview of the Charter School's 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 Charter School's 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.

2.13. Instructional Materials

The Charter School 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.

2.14. Other

2.14.1. The Charter School 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.

2.14.1.1. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.

2.14.1.2. The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. In keeping with GAAP, the Charter School must maintain a minimum reserve for economic uncertainties (designated fund balance) of at least 3% of year-end expenditures of the Charter School.

2.15 Other Services to be provided to Charter School

At the option of the Charter School, 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 Legal Counsel

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

2.17 Enrollment of Expelled Students

Neither the Charter School 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.

2.18 Provision of Documents

With all 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. The Charter School has full responsibility for the forms and documents it receives directly and those which are accessible on the internet on its own.

2.19 Non-Assignment

No 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 AOA 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.

2.20 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.

2.21 Reimbursement of Mandated Costs

The Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

2.22 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 the Charter School that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code Section 47607.

2.23 Enforcement of Agreement

It is understood and agreed that any material 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.

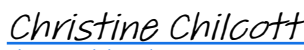
For: Alameda Unified School District


Kirsten Zazo (May 18, 2023 12:42 PDT)

Kirsten Zazo, Assistant Superintendent
of Educational Services

Dated: 05/18/2023

For: Academy of Alameda, Inc.


Christine Chilcott (May 18, 2023 12:59 PDT)

Christine Chilcott, Executive Director

Dated: 05/18/2023

Approved and ratified this _____ day of _____, 2023 by the AOA Board by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Certification by the AOA Executive Director: _____

Christine Chilcott

Approved and ratified this _____ day of _____, 2023 by the Board of Education of the Alameda Unified School District by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Heather Little
President, AUSD Board of Education

Certified by: Pasquale Scuderi
Secretary, Board of Education