

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEL NORTE BOARD OF EDUCATION

AND
UNCHARTED SHORES ACADEMY CHARTER SCHOOL

This Agreement (or Memorandum of Understanding/MOU) is executed by and between the Del Norte County Board of Education (“Board”) and Uncharted Shores Academy Charter School collectively referred to as the “Parties.”

PURPOSE OF MEMORANDUM OF UNDERSTANDING

A. The State of California enacted the Charter Schools Act of 1992 (hereinafter “The Act”) authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system.

B. The Act authorizes the County Board to grant charter petitions under specified circumstances. The County Board is currently reviewing the charter renewal petition for Uncharted Shores Academy Charter School (“USACS”) for a five-year period beginning July 1, 2012 through June 30, 2017.

C. This Memorandum of Understanding (“MOU”) provides conditions to be met by April 12, 2012 as a requirement for approval by the County Board of Education.

D. If the specific growth targets for student achievement, items 1 and 2 in Section II, are not met in any year 2013-2017, the charter will develop an improvement plan with the assistance of the County Office of Education. If achievement targets are not met for a second consecutive year the Uncharted Shores Academy Charter may be revoked by the County Board of Education.

E. Uncharted Shores Academy is operated as a California non-profit public benefit corporation in accordance with Education Code section 47604. Uncharted Shores Academy and its Board of Directors are responsible for the Charter School’s compliance with the terms of the renewed Charter and with this MOU.

F. All parties agree that no single party to this MOU waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the Term of this MOU.

G. The fundamental interest of the Del Norte COE and the County Board is, on a continuing basis, to be reasonably assured that Uncharted Shores Academy is:

- Providing a sound education for all of the Uncharted Shores Academy students that shows academic growth for all students.
- Implementing the provisions of the renewed Charter as approved.
- Obeying all requirements of federal, state, and local law that apply to the Charter School.
- Being operated prudently and soundly in all respects.

RECITALS:

- A. The Del Norte Board of Education authorizes the charter for the Uncharted Shores Academy subject to conditions to be set forth and agreed upon in this MOU.
- B. The Parties have negotiated a set of mutually agreed upon conditions to be met prior to and during the term of this MOU.

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. TERM AND RENEWAL

- A. This agreement shall commence on the date upon which it is fully executed and shall run concurrently with the term of the approved charter.
- B. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the parties to modify this MOU.
- C. The duly authorized representative of Uncharted Shores Academy Charter School is the Uncharted Shores Academy Director, or the Board of Directors of Uncharted Shores Academy Charter School. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of the Board are the County Board of Education and Superintendent of Schools, or designee. For purposes of amendment of this MOU, the Board is required to take action.

II. CONDITIONS TO BE MET BY April 12, 2012

1. Uncharted Shores Academy will submit a Single Plan for Student Achievement, completed according Del Norte COE requirements and standards. In the Single Plan for Student Achievement Uncharted Shores Academy will provide a plan on how the school will increase the percentage of students proficient or advanced in both English language arts and mathematics. See targets below to be added to the Charter.
2. Uncharted Shores Academy will add to the current Assessment Plan, a means for teachers to reflect on and examine student assessment results. This will include use of a Student Data Information System, formative and summative assessments.
3. Uncharted Shores Academy will add the academic targets included in this document listed below to the “Measurable Student Outcomes” section of their charter.

Measurable Student Outcomes

As our overall outcome objective, the students of Uncharted Shores Academy will perform at comparable rates of students at Del Norte County Unified District Schools.

1. Uncharted Shores has established additional goals and measures for student achievement indicated in the following table:

| Year | API | Percent Pro/Adv ELA | Percent Pro/Adv Math |
|------|-----|---------------------|----------------------|
| 2013 | 655 | 33 | 30 |
| 2014 | 666 | 37 | 35 |
| 2015 | 677 | 41 | 40 |
| 2016 | 688 | 45 | 45 |
| 2017 | 700 | 50 | 50 |

2. Additionally, Uncharted Shores Academy Staff will report to the board annually on the growth of all students within achievement bands to determine student achievement growth at all levels from Far Below Basic to Advanced. This report will be taken into consideration to determine the overall student achievement each year.

III. SEVERABILITY

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

IV. NOTIFICATION

All notices, requests, and other communications under this agreement shall be in writing and delivered to the appropriate parties.

V. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

Dated: _____

Margie Rouge, Lead Petitioner/Director
Uncharted Shores Academy Charter School

Dated: _____

Frances Costello, President
Del Norte County Board of Education