

**Memorandum of Understanding**

**between**

**Del Norte County Unified School District**

**-and-**

**Uncharted Shores Academy  
Charter School**

**For the Period Ending  
June 30, 2021**

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between the Del Norte County Office of Education (hereinafter "DNCUSD"), and *Uncharted Shores Academy* Charter School (hereinafter referred to as "the School"). The actions of DNCUSD will be carried out by the Del Norte County Unified and the employees of the District designated by the Superintendent. Hereinafter, the Del Norte County Unified School District and the School shall be collectively referred to as "the parties."

### PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 authorizing the creation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The fundamental interest of DNCUSD is – on a continuing basis – to be reasonably assured that the School is:

- Implementing the provisions of the Charter as approved.
- Obeying all requirements of federal, state, and local law that apply to the School.
- Being operated prudently in all respects.
- Providing a sound education for all of its students.

DNCUSD designee will report periodically to the State Board of Education regarding its delegated oversight of this School.

DNCUSD recognizes that there are many matters related to the operation of this School, and to the effective oversight of the School that go beyond the provisions included in the School's charter. DNCUSD also acknowledges that the day-to-day operation of the charter is appropriately carried out by the faculty and staff of the School. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of DNCUSD, as carried out by DNCUSD or its charter oversight contractor. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

### TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall commence on the date upon which it is fully executed by all parties and shall cover the term of the charter, ending on March 22, 2021. This MOU is subject to

termination during the term or during any subsequent renewal as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties.

1. The duly authorized representatives of the School are the governing board president and Director of the School.
2. The duly authorized representatives of DNCUSD are the Del Norte County Superintendent of Schools or designee.

This MOU is for the term of the charter and shall be reviewed at least annually. Proposed revisions to the MOU will be submitted by March 1 annually, or as may be requested by DNCUSD. In the case of mid-year changes in laws, or policies or conditions of operation by the State Board of Education, DNCUSD reserves the right to request mid-year modifications to this MOU. Such modifications, if agreed upon, will be included as addendums to the MOU. The approved MOU (including any addendums) will continue unless modified and agreed to in writing. This MOU will automatically expire upon the expiration or revocation of the charter.

## **TERM OF CHARTER**

The School shall be known as **Uncharted Shores Academy**. The School will serve grades K through 9. The maximum enrollment of the School is expected to be less than 250 students. The School shall be responsible for all the functions of a charter school subject to the terms and conditions set forth in this MOU.

The School's charter shall have a four (4) year term to expire on June 30, 2021. The charter shall acknowledge the existence of this MOU, and the provisions of the charter and the MOU shall be aligned. If any proposed provision of the MOU is not aligned with the charter, the School and DNCUSD shall collectively agree to modifications of the MOU or of the charter to bring about alignment. Future review and extension of the charter shall be based on compliance with the terms set forth in this MOU and the School's charter and in accordance with Education Code Section 47607. DNCUSD designee shall review all materials submitted in accordance with DNCUSD policy and this MOU as well as review the continued fiscal viability of the charter and its conformance with any annual audit issues.

## **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

The School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (*Corporations Code*

Section 5110 et seq.). The School is a separate legal entity and neither the Del Norte Unified School District nor DNCUSD are liable for the debts and obligations of the School. The School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled and attending the School.

### **1.1 Organization**

The School will provide to DNCUSD contact information, including phone numbers and e-mail addresses, for the principal contacts for the School and an organization chart displaying the relationship between the School's governing board and School leadership. The School will provide DNCUSD with immediate written notice of any change in the directors, officers, and administrators.

### **1.2 Governing Board Establishment**

Each year by September, the School will provide to DNCUSD any changes to the following:

- Articles of Incorporation
- Bylaws approved by the governing board
- Roster and positions of current governing board members

### **1.3 Governing Board Activities**

**Calendar:** By September of each year, the School will provide an annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings.

**Governing Board Meetings:** The governing board of the School is expected to conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the School through implementation of effective policies and procedures. Governing board meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (*Government Code* sections 54950 – 54962). Governing Board adopted policies, meeting agendas and minutes shall be maintained and available for public inspection and during site visits.

**Brown Act Training:** By September of each year, the School will arrange for Brown Act training for all new members of the governing board, administrative staff, and any other staff deemed appropriate by the School.

### **1.4 Administration**

**Insurance and Risk Management:** The School will procure and maintain from an insurance carrier licensed to do business in the State of California, and keep in full force during the term of the charter, at least the following insurance coverage:

- *Property Insurance* – for replacement value, including coverage for all assets listed in the School’s property inventory and consumables.
- *General Liability* – At least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the School, its governing board, officers, agents, employees, or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of the School, its governing board, officers, agents, employees, or students.
- *Workers’ Compensation* – In accordance with the provisions of the California *Labor Code*, insurance adequate to protect the School from claims under Workers’ Compensation Acts which may arise from its operation, with statutory limits.
- *Automobile Insurance* – to the extent necessary and in amounts appropriate for the type and use of the automobile if any vehicles are acquired by the School.

In addition, the School will institute risk management policies and practices to address reasonably foreseeable occurrences and provide DNCUSD with evidence of such policies and practices.

With the exception of special education claims regarding district provided services (regardless of venue) which are handled in accordance with Section 2.4, below, the School shall hold harmless, defend, and indemnify DNCUSD, its officers and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the School, its officers, employees or agents. In cases of such liabilities, claims, or demands, the School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or DNCUSD or DNCUSD, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

The School will provide evidence of insurance coverage to DNCUSD and will instruct the insurance carrier(s) to inform DNCUSD immediately if the coverage becomes inoperative for any reason. DNCUSD may request to see evidence of insurance coverage during site visits.

**Exclusive Employer:** The School is deemed the exclusive employer of the employees of the School for the purposes of the Educational Employee Relations Act (EERA) under *Government Code* Section 3540, et. seq. The School will have sole responsibility for employment, management, dismissal, and discipline of its employees.

**Employee Handbook:** The School will provide to DNCUSD a copy of the employee handbook that will be distributed to employees each year. At a minimum, the handbook will include detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Amendments to the employee handbook may be made and distributed to employees by the School during the year. The School will provide DNCUSD with a copy of the amended handbook upon request, and it may be reviewed during site visits.

**Teacher Credentialing Requirements:** The School will provide documentation that all teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Charter Schools Act. The School will provide documentation that the teachers of any core subject meet the CTC teacher requirements. Any teachers providing instruction to EL students must hold an EL authorization. The School will complete and return the DNCUSD-provided spreadsheet by August 31<sup>st</sup>. The School will certify the information provided is true and correct.

**Facilities Agreement:** District facilities contracted by the School, if applicable, will be leased for no more than the allowable 2% of the charter school's revenues.

## **SECTION 2: EDUCATIONAL PERFORMANCE**

### **2.1 Educational Program**

The Educational Program for the School is delineated in its charter, including the scope and sequence for all subjects to be offered by the school, a description of the curriculum, and identification of the basic instructional materials to be used. An annual calendar for the school year that includes the number of instructional days and the number of professional development days will be provided to DNCUSD each August prior to the opening of school.

### **2.2 LCAP Achievement Plan**

The School will present its LCAP to the COE prior to budget adoption annually.

### **2.3 Annual Update**

**School Accountability Report Card (SARC):** On or before April 30 of each year, the School will post its SARC on its own Web site. The School will include the following elements and may present additional pertinent information at its discretion:

SARC requirements:

- **Contact information** for the School, including school name, principal, street address, phone and fax numbers, e-mail address, and CDS code.
- **School description and mission statement.**
- **Description of opportunities for parent involvement.**
- **Demographic information**, including numbers of students in each grade level, and number and percentage of students in each racial and ethnic subgroup as reported by CBEDS.
- **Pupil Achievement** CAASPP Test results in ELA and Mathematics for All Student and by Student Groups in Grades Three through Eight and Grade Eleven. CA Physical Fitness Test Results for the previous year.
- **School Climate** Suspension and Expulsion Rates
- **Average class size.**
- **Number of teachers** as reported by CBEDS, and the number of NCLB compliant teachers teaching core academic subjects.
- **Teacher and administrative salaries**, percent of budget for teacher salaries and percent of budget for administrative salaries.
- **Total dollars spent** by the School and dollars spent per student.
- **Data** regarding *parent, student, and staff satisfaction* with the School.

#### **2.4 Special Education**

For purposes of special education programs and services, the School will be considered a part of DNCUSD LEA and services will be covered under the Del Norte/Humboldt SELPA. The School will be afforded equivalent services and programs as offered other schools in the Del Norte Unified School District with the exception of specialized services offered at select sites in the district (To Include but not limited to, Special Day Class, Autism Class, Emotionally Disturbed class) . Services will be provided in the same manner and with the same frequency as other Del Norte Unified School District schools unless by mutual agreement Uncharted Shores Academy and DNCUSD agree that services should be provided in a manner more fitting to the needs of the School, but consistent with the California State regulations concerning special education. DNCUSD will retain the special education funding provided by the state for the School's students and special education services will be provided to Uncharted Shores Academy. Pursuant to Ed Code 47646(c) Uncharted Shores Academy will be responsible for paying its proportional cost of special education encroachment to the LEA, which will provide the special education services. See Attachment 1 for calculation of proportional costs.



## SECTION 3: FISCAL OPERATIONS

### 3.1 Funding

The School will be direct funded in accordance with *EC* Section 47630 et seq. The School's general purpose entitlement will be calculated in accordance with *EC* Section 47633 et seq. The parties recognize the authority of the School to pursue additional sources of funding.

### 3.2 Fiscal Agent

The School has identified DNCUSD to establish the appropriate funds or accounts in the county treasury for the School and for making the necessary arrangements for the School's participation in the State Teachers' Retirement System, the Public Employees Retirement System (if applicable), and, as applicable, social security.

### 3.3 Student Attendance Accounting and Reporting

The School will submit enrollment and attendance data as required to receive apportionment of funding according to the following schedule:

- First Principal Apportionment (attendance for all full school months between July 1 and December 31) by end of **January of each year**.
- Second Principal Apportionment (attendance for all full school months for the P2 period as determined by the school calendar) by **the end of April of each year**.
- Annual Apportionment (attendance for entire school year) by **July of each year**.

In addition to submission of the electronic data files, the School must submit hard copies of all back-up attendance documents, e.g., monthly summary reports that support the reported average daily attendance (ADA) and weekly attendance sheets signed and dated by teachers. DNCUSD staff will review and certify the accuracy of attendance data submitted by the School only when all documentation has been submitted and is accurate.

DNCUSD shall provide the school access to that portion of DNCUSD's Student Information System that would allow the School to maintain a database of all information required by the CDE for submission of annual reports, including CBEDS, SIS and CALPADS. The School shall reimburse DNCUSD for its share of licensing costs for the Student Information System (currently Aeries, estimated at \$3,000 per year) and for the actual personnel costs required to train School personnel on the use of the system and to prepare and submit the reports (currently estimated at less than \$1,000 per year).

### 3.4 Revenue and Expenditure Reporting

The School is required by *EC* Section 47604.33 to submit periodic reports of revenues, expenditures, and reserves. In order to meet statutory timelines for revenue and expenditure reporting, the School must submit reports to DNCUSD for review according to the following schedule:

- Annual Budget on or before **July 1 of each year.**
- First Interim Report (expenditures through 10/31) on or before **December 15 of each year.**
- Second Interim Report (expenditures through 1/31) on or before **March 15 of each year.**
- Unaudited Actuals Report for the prior fiscal year on or before **September 15 each year.**

Any significant changes in the budget or interim reports from one reporting period to the next period must be explained in writing. Explanations and budget assumptions must accompany the reports. The School is expected to maintain reserves at least equivalent to those required of a School district with approximately the same number of students, or no less than five percent. This is consistent with *CCR, Title 5 Section 15443.*

### **3.5 Annual Audit**

In accordance with EC Section 47605(m), by December 15 of each year or as soon after as practical, the School will submit an annual independent financial audit to DNCUSD. The District will consider any audit finding and the Charter School's response in its consideration of a charter renewal in accordance with Education Code Section 47607. The audit will be conducted by an auditor approved by the State of California to conduct school district audits

In addition to the School's financial statements, the audit will include as applicable, but not be limited to, contemporaneous records of attendance and the records for determination of funding for non-classroom-based instruction.

### **3.6 Oversight Fees**

The School will be charged an oversight fee not to exceed 1 percent of the revenue received by the School in accordance with *EC Section 47613* and used to offset consultant and administrative costs required for comprehensive oversight, which includes but is not limited to the following categories:

- Curriculum and instruction
- Assessment and accountability
- School fiscal review
- Site visitations
- Renewal evaluations
- Attendance accounting certification

"Revenue" for purposes of calculating the oversight fee means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

### **3.7 Additional Fees – Business Services**

USA will be billed direct cost for all non-oversight business activities to include, but not limited to, Accounts Receivable, STRS reporting, CalPADS, and Attendance reporting.

### **3.8 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS) Reporting**

The School offers full-time credentialed employees of the School the opportunity to participate in STRS and DNCUSD will process all STRS payments and provide reporting as required. The School will make all STRS payments to DNCUSD to cover each employee participating in STRS.

## **SECTION 4: FULFILLING CHARTER TERMS**

### **4.1 Material Amendments to Charter**

Changes to the charter deemed to be material amendments may not be made without DNCUSD consideration and approval. Amendments to the charter considered to be material changes include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- Changing to (or adding) a classroom-based program to the independent study program already approved by DNCUSD
- Proposed changes in enrollment that differ by more than 50 percent +/- of the final enrollment originally projected in the charter petition.
- Addition or deletion of grades or grade levels to be served
- Admissions preferences
- Governance structure

### **4.2 State Assessments**

The School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests. The state tests required to be administered are:

- California Standards Tests (SBAC, Nexgensci, History)
- Physical Fitness Test
- California English Language Development Test

### **4.3 Renewals**

The School may seek renewal of its charter prior to expiration of the term of the charter in accordance with statutory provisions. The School will submit its renewal petition for

the next charter term along with a copy of the most recent Annual Update and LCAP (if applicable) to DNCUSD no later than October 15 of the year in which the charter School would cease operations without renewal.

DNCUSD will review the charter petition, academic and financial performance, audit reports, and conduct a renewal site visit prior to scheduling the renewal request for consideration by DNCUSD. The charter petition must be revised in accordance with current statutes and regulations.

#### **4.4 Notice to Cure and Revocation**

DNCUSD retains the right to revoke the Charter as set forth in *EC* sections 47607 for specified reasons with written notice that shall specify DNCUSD concerns and issues of non-compliance. Prior to instituting revocation proceedings, DNCUSD will provide for a system of progressive notices that correction of a problem by the School needs to occur with specified time lines in alignment with Section 47607 and the State Board regulations implementing Section 47607 commencing with Section 11968.5.2 of Title 5 of the California Code of Regulations. The progression of notification of corrective action will be in accordance with Ed Code 47607 is as follows:

The exception to the above process is under circumstances where the DNCUSD Board determines, in writing, that the violation constitutes a severe and imminent threat to the health and safety of students. In that case, an immediate action may be taken to assure the safety and well being of the students, staff, and community, as deemed appropriate by DNCUSD, including but not limited to closure of the school in accordance with the procedures described in Section 11968.5.3 of Title 5 of California Code of Regulations. The School will be apprised of the situation immediately before action is taken.

During the period prior to revocation, the School shall have the opportunity to work collaboratively with DNCUSD or its designee to address the concerns and develop a plan to remediate all areas to the satisfaction of DNCUSD. During this period of time the School shall attempt to resolve the concerns and complete remediation. This provision may also require a charter amendment to be discussed.

### **SECTION 5: NONDISCRIMINATION**

The parties recognize and agree that the School shall not charge tuition, shall be nonsectarian and shall be open to all students regardless of ethnicity, national origin, gender, or disability and all characteristics as described in Education Code Section 220. Those provisions of non-discrimination shall apply as well to employment.

**SECTION 6: SEVERABILITY**

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

This MOU contains the entire MOU of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or MOUs between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no MOU, statement, representation or promise by any 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 MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Uncharted Shores Academy Governing Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Uncharted Shores Academy

\_\_\_\_\_  
Date

4/13/18

\_\_\_\_\_  
Superintendent, Del Norte County Unified School District

## Attachment 1

This Attachment to the Memorandum of Understanding is provided to describe the charter school's responsibility to contribute its equitable share to the LEA's general fund contribution to special education (Special Education Encroachment) as required by Education Code 47646.

The charter school is deemed to be a public school of the Del Norte County Office of Education and receives special education services as a public school in the Del Norte County Unified School District.

This agreement outlines the manner in which the charter school's equitable portion of special education costs will be calculated on a yearly basis.

### Data for Calculations:

- Prior year enrollment from CBEDS Enrollment will be utilized for the student enrollment in actual fair share calculation.
- Prior year unaudited actuals will be utilized to determine total district cost (contribution) of special education.
- Special Education Encroachment is defined as the amount of district general fund monies utilized to support special education services in excess of federal and state special education funds received by the district.

### Calculation of encroachment:

- Prior year unaudited actual encroachment will be divided by the total county student enrollment from prior year CBEDS student count.
- The value will be the encroachment per student.
- The encroachment per student value will be multiplied by the prior year CBEDS enrollment of the charter school.
- The result of this calculation will be the charter schools share of special education encroachment.

### Charter School contribution payment:

- Encroachment revenue transfers will be calculated to coincide with apportionment schedule and will be transferred directly from apportionment in equal amounts for each apportionment beginning with the apportionment after the completion of PY unaudited actuals.

Jeff Napier  
Asst. Supt. Business  
Del Norte County Unified Schools

Margie Rouge  
Principal  
Uncharted Shores Academy

President  
Uncharted Shores Academy Board