

**Memorandum of Understanding  
between  
Alameda Community Learning Center  
and  
Alameda Unified School District**

**November 22, 2005**

**1 Recitals**

- 1.1 The Board of Education of the Alameda Unified School District (“AUSD”) approved the charter petition (“the Charter”) of the Alameda Community Learning Center (“CLC”) (formerly the Arthur Andersen Community Learning Center) on December 12, 2000, pursuant to the terms of the Charter Schools Act of 1992 and the charter renewal dated November 2005. (“Charter Renewal”)
- 1.2 AUSD is a public school district, a body corporate and politic and a political subdivision of the State of California, subject to all state and federal law and regulation applicable to a California public school district.
- 1.3 CLC, through the governance structure described in the Charter, enters, and will enter throughout the term of this Memorandum of Understanding, into contracts and agreements on behalf of the charter school program.
- 1.4 The Charter Renewal anticipates that AUSD and CLC will enter into a new Memorandum of Understanding (“MOU”) which, when read together with the Charter, will describe the expectations of both parties concerning the policies, procedures and practices of AUSD and the CLC throughout the term of the Charter. In the case of any conflict between the language of the Approved Charter and this agreement, the language of the Charter shall be deemed controlling. AUSD and CLC anticipate that throughout its term, the operation of CLC will be “revenue neutral” to AUSD, i.e. that CLC will not receive any revenue or services from AUSD not specifically authorized at law or by mutual agreement of the parties.
- 1.5 This new MOU reflects the desire of AUSD and CLC that CLC remain an integral part of AUSD, serving the community of Alameda and sharing the common goal of achieving AUSD’s vision for public education. The relationship between AUSD and CLC will be similar to that between AUSD and individual school sites, with privileges and responsibilities appropriate to CLC’s educational program and self-governing structure.

## 2 Structure of the MOU

- 2.1 Term of the MOU: The term of this MOU shall run concurrently with the term of the Charter and shall be considered for renewal upon renewal of the charter.
- 2.2 Amendment: This MOU may be amended or modified, in whole or in part, only by an agreement in writing approved by the AUSD Board of Education or its designee and the ACLC Governing Board. This MOU shall be subject to annual review by the parties to take place by April 1<sup>st</sup> of each year. In addition, either AUSD or the ACLC may seek amendment of the MOU in the event of a material change in circumstances or material breach by either party as an outcome of the dispute resolution process described in the Charter and this MOU.
- 2.3 The ACLC governing board has adopted by-laws to ensure the legal and orderly conduct of the governing board's business. The adopted by-laws include provisions regarding election and service of board members, representation on the governing board by AUSD, compliance with public meeting laws, the standard of board member performance, board member liability, board officers and committees, conflict of interest and prohibitions against self-dealing. The by-laws are consistent with the adopted Charter. No subsequent changes will be made to the by-laws which are in conflict with either the Approved Charter or this agreement. Any changes to the by-laws will be forwarded to the District Liaison within 10 business days.
- 2.4 Dispute resolution: AUSD and ACLC shall seek, in good faith, to resolve disputes concerning the interpretation, implementation, and/or amendment of this MOU using the process described in the Charter at Section "N. Dispute Resolution Procedures". Should the dispute resolution process culminate with a final decision by a majority vote of the Alameda Board of Education, parties to the dispute shall be left to their remedies at law.
- 2.5 Termination: This MOU shall terminate upon cessation of charter school operations, whether voluntary or by revocation of the Charter.
- 2.6 Renewal of charter: ACLC may petition for renewal of the Charter no more than 180 days and no less than 120 days before the end of the current charter term. Upon filing a timely petition for renewal, ACLC may request and AUSD shall provide a review of the completeness of the renewal petition with respect to established renewal criteria no later than 60 days prior to AUSD's proposed date for public hearing on the renewal petition. AUSD will not fail to renew the charter for lack of consideration. The ACLC on a yearly basis provides the AUSD

with an annual report. Yearly, the AUSD is obligated by law to review this report and the charter program. Each Charter renewal shall be for a period of five years.

- 2.7 Revocation of charter: ACLC and AUSD agree to act in good faith to communicate any violation that may result in the revocation of the Charter and to provide a reasonable opportunity to cure such a violation, unless the alleged violation constitutes a severe and imminent threat to the health or safety of the students or staff. Before instituting any proceeding for revocation of the Charter, AUSD agrees to engage in the dispute resolution process described in Section N. of the Charter, Any proceeding for revocation will conform to then-applicable laws and procedures, including requirements of administrative due process.

### **3 AUSD Oversight and Accountability**

- 3.1 AUSD representation on ACLC Governing Board: The ACLC Governing Board shall include one representative of AUSD, selected by AUSD who shall be a non-voting member.
- 3.2 AUSD representative conflict of interest: The AUSD representative to the ACLC Governing Board shall not participate in deliberation or decision-making on any matter in which AUSD has a direct and material financial interest in the outcome and shall otherwise comply with the conflict of interest provisions of the by-laws.
- 3.3 Scope of services within 3% fee: ACLC and AUSD agree that “supervisory oversight,” (for which AUSD is responsible) as used in Education Code Section 47613.7 shall include the following:
- a. All activities related to the Charter revocation and renewal processes as described in Section 47607.
  - b. 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 and regulations.
  - c. Participating in the dispute resolution process described in the Charter. (Section N of Charter)
  - d. Review and timely response to the Charter School’s Annual Independent Fiscal Audit and Evaluation of the Education Program/General Operation Report.
  - e. Identification of at least one Staff member as a contact person for the Charter School.
  - f. Visiting the Charter School at least annually.
  - g. Ensuring that the Charter School complies with all reports required of charter schools by law.

- h. Monitoring the fiscal condition of the Charter School.
- i. 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.

3.4 Reporting: By Jan 1 of each year, ACLC shall prepare an annual school performance report for review by AUSD . Beginning January 1, 2007, the ACLC shall include in its annual report the additional following items:

Evaluation of the Educational Program/General Operation: The Charter School shall furnish to the District an annual written report and evaluation of its educational program and general operation in accordance with the approved charter and the Education Code. The annual report, some of which may be presented in the form of the annual School Accountability Report Card, shall include an evaluation of the fulfillment of the charter's purposes and goals and shall include all of the following:

- a. Review of each major component of the Approved Charter for compliance.
- b. Analysis of whether goals included in the current Approved Charter are being met; review of all state and federal student assessment data and reports.
- c. Summary of major decisions made/policies established by the Charter School Board in prior year.
- d. Data on level of parent involvement in governance and operation of the Charter School.
- e. Summary data from annual student/parent satisfaction survey.
- f. Data regarding number of staff, their qualifications, verification of credentials and teaching assignments during the prior year.
- g. Copy of health/safety procedures and summary of any major changes in this program.
- h. Report on the suitability of the facility in terms of health and safety.
- i. Report on the suitability of the facility in terms of educational utility.
- j. Review copies of all appropriate documentation (e.g. budget reports, financial projections, leases, insurance, etc.).
- k. Overview of admission practices including:
  - Number of students actually enrolled in each grade.
  - Waiting lists for each grade.
- l. Report on expulsions and suspensions during prior year.

- m. Review of internal/external dispute resolutions during prior year.
  - n. Report on parent complaints and any disposition of these complaints.
  - o. Report on any claims or lawsuits and any disposition of such claims or lawsuits.
- 3.5 Inspection and access to records: AUSD shall have the right to inspect the school. To avoid disruption, AUSD shall provide 72 hours notice except in an emergency or when AUSD suspects danger to students.

#### **4 Funding and Financial Management**

- 4.1 ACLC account within AUSD system: Whether ACLC opts for local or direct funding AUSD shall maintain an account within its financial management system for ACLC, similar to that maintained for each individual AUSD school site. AUSD shall ensure that all revenues designated for ACLC, from federal, state, local or non-governmental sources, and all charges of costs or fees against ACLC, are promptly and accurately credited to the ACLC account. AUSD shall provide ACLC access to its online accounting system.
- 4.2 Access to AUSD accounting systems: AUSD shall provide ACLC with access to accounting records and related systems comparable to that provided to individual AUSD school sites.
- 4.3 Non-block grant state funds: In addition to its entitlement to state charter school general and categorical block grant funds, ACLC will also be eligible to apply for state categorical grant funds not included in the charter school block. For any such grants for which it may be eligible as part of an AUSD application, ACLC will apply through AUSD and AUSD shall credit ACLC's account with its proportional share of the grant revenues less any indirect cost charges which pertain to the specific grant. ACLC shall cooperate with AUSD in the preparation of any grant application or compliance documentation required in support of the grant. For any such grants for which ACLC may apply independent of AUSD, ACLC will have the option to do so with grant revenues to be transferred directly to ACLC's account by AUSD.
- 4.4 Federal grants: In addition to state revenue sources, ACLC may also be eligible for federal grants, either as an individual applicant or as part a joint application with AUSD. For any such grants for which ACLC may be eligible as part of an AUSD application, ACLC will apply through AUSD and AUSD shall credit ACLC's account with its proportional share of the grant revenues less any indirect cost charges which pertain to the specific grant. ACLC shall cooperate with AUSD in the preparation of any grant application or compliance documentation required in support of the grant. For any such grants for which ACLC may apply

independent of AUSD, ACLC will have the option to do so with grant revenues to be transferred directly to ACLC's account by AUSD.

- 4.5 ACLC shall pay AUSD an amount equal to 3% of ACLC's state revenues each year. ACLC and AUSD agree that these costs are no more than three percent (3%) of ACLC's revenues as required by Education Code 47613.7. These revenues shall be defined as those provided through the charter school general-purpose entitlement and categorical block grant. (The 3% fee shall not be applied to lottery funds. The 3% fee shall also not apply to grant money for which ACLC applies as a single entity.)
- 4.6 Fees for administrative services: In addition to supervisory oversight services listed above, AUSD has agreed to provide, and ACLC has agreed to purchase, administrative and other services from AUSD, as provided herein.
- 4.7 Funding option: ACLC has opted to receive funding from the state through AUSD, pursuant to Education Code Section 47651. AUSD shall cooperate in any necessary processes to ensure the appropriate and timely reporting of data and transfer of funds to the charter school. AUSD will ensure timely transfer of all charter school funds received from the state within two business days. AUSD will also ensure timely transfer of property tax funds due to ACLC as required by Education Code Section 47635 and its successors. Average daily attendance, for purposes of Section 47635 shall be based on the number of students enrolled in ACLC multiplied by ACLC's prior year average daily attendance as a percentage of enrollment as reported to the California Basic Education System.
- 4.8 ACLC and AUSD will annually negotiate the extent to which local operating funding sources of revenue will be shared. This will occur prior to the presentation of the annual visitation report to the AUSD School Board. If agreement cannot be reached, the matter will proceed through the dispute resolution process as outlined in the charter document.
- 4.9 For each subsequent year, ACLC will inform AUSD by December 15 whether it will opt to receive funding from the state through AUSD ("local funding") or from the state directly ("direct funding") and will meet and confer with AUSD on the operational consequences of ACLC's funding election.
- 4.10 Budget review: By May 15 of each year ACLC shall provide AUSD with a proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions.

Audit: Since the ACLC will operate under the financial umbrella of AUSD, the audit of the school will be an official subcomponent of the AUSD audit. Since the AUSD finance department will provide the accounting and bookkeeping functions for ACLC, audit exceptions and deficiencies will be resolved by AUSD under the direction of their independent auditors and any state or federal regulators as required. ACLC shall be responsible for a proportionate share of the cost of the District Audit based upon their enrollment as part of the total AUSD enrollment.

- 4.11 If ACLC so chooses, ACLC may acquire the service of an independent auditor to review AUSD financial records and pay to AUSD an amount equal to the incremental cost of the additional audit work and shall ensure that exceptions and deficiencies are resolved to AUSD's satisfaction under the direction of AUSD's independent auditors and any state or federal regulators as required.
- 4.12 The ACLC must notify AUSD 30 days in advance and obtain approval in writing if it determines to secure loans or other short term funding apart from normal state subventions for charter schools. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Charter School agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that the Charter School is in danger of default, the District may initiate notification to the Charter School regarding the possibility of revocation.
- 4.12 The Charter School has no authority to enter into a contract which would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District, with whom the Charter School enters into an agreement or contract for goods or services, that the obligations under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

## 5 Facilities and Equipment

The ACLC Charter currently occupies 8,700 square feet of AUSD at 210 Central Ave., Room 603 and portables #3, 4, and 5 at the same address. The main space has been in use for nine years for this purpose and will continue to be made available to the ACLC unless there is a significant decrease in ACLC enrollment (to below 150 learners). The three portables have been in use for the last two years. These facilities are subject to Field Act requirements and are regularly inspected by the fire marshal.

Beginning with the 2006-07 school year, the AUSD agrees that the ACLC will be able to use the additional space described below and that this entire space description (present use plus additional space starting 2006-07) will be considered by ACLC to be the “reasonably equivalent” facilities required to be provided by AUSD under Proposition 39 for the life of the charter agreement.

### Description of new spaces to be used by ACLC beginning 2006-07 school year:

One additional portable space (Portable #2) located next to the other ACLC portables.

A fully equipped (With water, flat lab tables, and natural gas hookups) science room available each period of the day, five days a week, utilizing no more than two classrooms.

- 5.1 ACLC may terminate its use of the facility at EHS at any time.
- 5.2 Use of other EHS facilities: In addition to use of the space described above at 210 Central Ave, currently occupied by the ACLC, the students and faculty of the ACLC charter school shall have reasonable access to EHS facilities, including, but not limited to, bathrooms, media center, gymnasium, career center, cafeteria, athletic fields, and other buildings and areas generally available to EHS students and faculty members. Such use shall be consistent with established EHS rules for student and staff use of facilities. Use of facilities by groups of ACLC students for instructional purposes shall be under the supervision of ACLC staff and by prior arrangement with the EHS administration. Use of facilities by ACLC students, staff or community when EHS is not in session shall be by permit consistent with AUSD policy for community groups.
- 5.3 The parties agree that with the 3% fee referenced above, the district shall be responsible for the major facilities maintenance and replacement costs. Major facilities maintenance costs shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof, mechanical systems (heat, ventilation, air conditioning, electrical, plumbing), and other major exterior maintenance and upgrades, at a level comparable with other district schools and to the extent that these costs are



normally funded from sources such as state and local facilities bond proceeds, developer fees, redevelopment agency revenue, and other non-operational sources not provided to the ACLC. ACLC shall be responsible for routine upkeep, maintenance, and repairs at a level comparable with other District schools and to the extent that these services are normally funded from the operational sources available to ACLC.

- 5.4 Major maintenance is defined as repair and replacement that is normally beyond the scope of AUSD's maintenance employees. AUSD shall consult with ACLC on the scheduling of major maintenance activities to minimize disruption to the educational program.
- 5.5 Routine cleaning and maintenance (ACLC): ACLC shall be responsible for reasonable routine maintenance of the ACLC facility at EHS at a level comparable to other EHS facilities. ACLC shall pay for minor maintenance services of the kind associated with normal day-to-day work orders on an hourly basis in an amount to be determined based on AUSD costs for provision of such services. ACLC requests for minor maintenance shall be processed in a manner and priority consistent with those of other AUSD school sites. ACLC shall also pay AUSD for custodial service for the ACLC facility at EHS. The number and scheduling of hours of custodial service to be purchased from AUSD by ACLC shall be determined in advance of each academic semester by the lead facilitator of the ACLC in consultation with AUSD staff. AUSD employees providing custodial and routine maintenance service to ACLC shall work under the direction of the ACLC lead facilitator.
- 5.6 Intellectual property: ACLC and AUSD agree that all copyright and other proprietary rights to any instructional materials, training materials, curriculum and lesson plans, and any other materials developed exclusively by AUSD staff in the course of their assignment at ACLC prior to the date of the grant of the Charter shall be owned by AUSD. ACLC and AUSD agree that all copyright and other proprietary rights to any materials developed exclusively by individuals assigned at ACLC after the grant of the Charter shall be owned by ACLC. Copyright and other proprietary rights to materials developed through a combination of efforts before and after the granting of the charter shall be shared by AUSD and ACLC in proportion to the effort expended.

## 6 Student Services

- 6.1 Access to student records: AUSD agrees to forward to ACLC, within ten (10) working days of the request of ACLC, or sooner if required by applicable state or federal law, any cumulative file information regarding any student who previously attended AUSD and who has enrolled in ACLC, including but not limited to information regarding special education and related services. In addition to hard copies of documents, ACLC shall have access to AUSD's SASI system of student data comparable to that provided to individual AUSD school sites.
- 6.2 ACLC record-keeping: ACLC uses the AUSD attendance reporting system to contemporaneously record and account for average daily attendance ("ADA"). These records will be auditable. ACLC will report ADA figures to AUSD, who shall report this information to County Office of Education, or California Department of Education, as appropriate, and on a timely basis. ACLC has obtained a CDS Code number from the California Department of Education. AUSD will complete and submit enrollment and other necessary demographic information to the Alameda County Office of Education, to the California Basic Education Data System ("CBEDS"). ACLC shall also ensure that the results of all state-mandated standardized tests are reported as required by applicable law. ACLC shall maintain all student records and staff notations in locked file cabinets and maintain confidentiality of records in a manner consistent with AUSD policies and regulations. All employee records will be promptly transferred to the AUSD Personnel Department.
- 6.3 Credit transfer: Course work at ACLC will be transferable to AUSD for purposes of meeting AUSD course requirements upon evaluation of the comparability of course and/or students' understanding of course content, consistent with AUSD policies and administrative regulations.
- 6.4 Concurrent enrollment: Students enrolled at ACLC may concurrently enroll at EHS for selected classes, made available to ACLC students based on enrollment projections provided by ACLC to EHS by May 15<sup>th</sup> of each year for the following academic year. AUSD and EHS will use this information to provide space in these desired classes to the best of their ability. AUSD will provide the ACLC with records of student performance in the class and a transcript reflecting the concurrent enrollment. EHS students may also concurrently enroll at ACLC for classes specifically designed, in collaboration with EHS, to accommodate EHS students. ACLC will provide EHS with records of student performance in the class and a transcript reflecting the concurrent enrollment.

- 6.5 Concurrent enrollment fees: For each course-year equivalent in which an ACLC student is concurrently enrolled in EHS or other AUSD school, ACLC shall pay AUSD \$440 as originally negotiated in the initial MOU for the school year 05-06. Beginning with the 2006-07 school year the costs shall be determined by all instruction budgeted expenses divided by the number of sections divided by average class size. Costs will be adjusted to the actual year end costs. (Estimated costs for the 2006-07 school year is \$566) For each course-year equivalent in which a non-ACLC student of an AUSD school is concurrently enrolled in ACLC, AUSD shall pay ACLC the same cost figures per student.
- 6.6 Special education: For purposes of special education services and funding, ACLC shall operate as “a school within the District” and shall be treated by AUSD in a manner similar to other individual AUSD school sites.
- 6.6.1 ACLC shall develop and retain the capacity within its staff to identify students who have or may have exceptional needs that qualify them to receive special education and/or related services. ACLC will develop, maintain and implement policies and procedures within the school to ensure that students who have or may have exceptional needs are identified, consistent with the policies and regulations of AUSD. ACLC shall promptly refer to AUSD any such identified students for pre-placement evaluation and assessment. Qualified professionals on the ACLC staff shall participate with AUSD in the development of Individual Education Plans as members of the IEP team. All IEP’s shall be developed, maintained, and reviewed in a form and format as required by the North Region SELPA. AUSD shall provide or contract for the provision of all special education and related services that are contained within or required by the terms of the IEP of any student who is enrolled in ACLC.
- 6.6.2 The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of “any other public school in the District” for the purposes of special education services and funding, and the District has agreed to provide, or otherwise ensure, special education services for Charter School students, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.
- 6.6.3 Additionally, the Charter School shall owe the District a pro-rata share of the District’s unfunded special education costs (“encroachment”). At the end of each fiscal year, the District shall calculate the Charter School’s pro-rata share of the District-wide encroachment for that year as calculated

by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made, or for students who leave during the academic year. Reimbursement to the Charter School for agreed upon services provided by the Charter School to identified students will be subtracted from the encroachment calculation. This amount shall be calculated at the end of the fiscal year and paid by the Charter School within 30 days of presentation of an invoice by the District. (Since the current charter and MOU extend through December, AUSD and ACLC agree that ACLC shall be billed for 50% of this yearly encroachment for the 05-06 school year.)

- 6.6.4 The District shall provide the Charter School with documentation as to the calculation of the Charter School's share of District encroachment and allow the Charter School an opportunity to provide input and respond to the calculation. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures provided in the charter.
- 6.6.5 In respect to its operations relative to special education services, The Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person or legal claims caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Charter School or its officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees.
- 6.6.6 In respect to its operations relative to special education services, The District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the Charter School, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person or legal claims caused by, connected with, or attributable to the willful misconduct, negligent acts,

errors or omissions of the District or its officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the Charter School, its officers, directors or employees.

- 6.7 Limited English: ACLC will have primary responsibility for meeting the instructional needs of students with limited English, in compliance with applicable state and federal law. ACLC may request that AUSD provide additional services to limited English students as needed for which ACLC will compensate AUSD at cost. Any funding for which ACLC is eligible to serve limited English students will be applied for as provided in paragraphs 4.3 above.
- 6.8 Participation in student athletics: Students enrolled at ACLC may participate in interscholastic athletics consistent with applicable CIF rules. In recognition of ACLC student participation in such activities, ACLC will provide staff supervision hours to EHS in proportion to the number of participating ACLC students, as determined by the EHS principal. In no event shall the total extra duty hours required of the ACLC staff exceed that required by the applicable collective bargaining agreement. Extra duty hours required under this provision shall be subject to dispute resolution, as provided in this MOU. Middle school-age students at ACLC may participate in sports at the school determined by their residency and by agreement with the middle school administrator.
- 6.9 Attendance at social and athletic events: Students enrolled at ACLC will be treated like other EHS students for purposes of attendance at athletic and social events at EHS and at other AUSD high schools. Participation of ACLC students in EHS clubs, interscholastic athletics, student leadership and similar activities shall be addressed in consultation among EHS student leadership, EHS administration and the appropriate ACLC governance bodies. In recognition of ACLC student participation in such activities, ACLC will provide staff supervision hours to EHS in proportion to the number of participating ACLC students, as determined by the EHS principal. In no event shall the total extra duty hours required of the ACLC staff exceed that required by the applicable collective bargaining agreement. Extra duty hours required under this provision shall be subject to dispute resolution, as provided in this MOU. Middle school-age students at ACLC may participate in social events by agreement with the middle school administrator.

- 6.10 Food service: ACLC students and staff shall have access to food service at EHS comparable to that available to EHS students and staff. ACLC students eligible for free and reduced meals will receive credits through EHS. AUSD shall be entitled to and responsible for collecting any federal or state funds available for support of free and reduced meals for ACLC students.
- 6.11 Student discipline jurisdiction: For purposes of student disciplinary proceedings, ACLC shall have jurisdiction over acts committed by any student enrolled at ACLC or AUSD schools within the ACLC facility or the immediate vicinity. EHS shall have jurisdiction over acts committed by ACLC students elsewhere on the EHS campus. Student disciplinary proceedings under the jurisdiction of the ACLC shall be governed by the provisions of Sections D., F. and J. of the Charter. ACLC shall be responsible for informing students enrolled at ACLC or AUSD-enrolled students regularly participating in educational activities at the ACLC facility, and their parents, of the behavioral standards and disciplinary procedures enforced at the ACLC.
- 6.12 It is recognized that some behaviors present such a serious risk to the health and safety of the community that they may constitute grounds for suspension or expulsion from the school. ACLC considers acts enumerated in Section 48900 of the Education Code to qualify for possible suspension or expulsion from the school if committed at the school site or related to a school activity. Notwithstanding Section J of the Charter, acts that shall be immediately referred to the AUSD Board of Education for immediate suspension or expulsion proceedings without prior proceedings by ACLC or any of its governance groups shall include, but may not be limited to:

- Possession of any firearm, knife, explosive or other dangerous object;
- Possession, use or sale of any controlled substance, alcoholic beverage or other intoxicant, or drug paraphernalia;
- Committing or attempting to commit a sexual assault; or
- Harassing, threatening or intimidating a witness in a disciplinary proceeding.

Other acts for which students may be suspended or expelled, upon referral to the AUSD Board of Education after ACLC proceedings include, but may not be limited to:

- Causing, attempting to cause or threatening physical injury to another person;
- Committing, or attempting to commit robbery or extortion;
- Causing or attempting to cause damage to school or personal property;
- Stealing or attempting to steal school or personal property;

Knowingly receiving stolen school or personal property;  
Committing an obscene act or engaging in habitual profanity or vulgarity;  
Disrupting school activities.

In addition, other acts that constitute hate crimes under applicable law and therefore grounds for suspension or expulsion shall be referred to the AUSD Board of Education.

- 6.13 The parties recognize that the ACLC and the AUSD are separate legal entities. In respect to its operations under the Charter and this Agreement, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Charter School or its officers, staff, agents or consultants under the Charter and this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees.
- 6.14 In respect to its operations under the Charter and this Agreement, the AUSD shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the ACLC, its officers, directors and staff from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the District or its officers, employees, agents or consultants under the Charter and this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the Charter School, its officers, directors or staff.

## **7 Administrative services to be provided by AUSD to ACLC**

- 7.1 Fee for administrative services: ACLC to pay to AUSD a fee equal to the state-approved AUSD "indirect" charge for providing the administrative services described in paragraphs below. The "indirect" charge shall be charged against all state revenue sources, including base revenue and charter school categorical block grant revenues.
- 7.2 Scope of services within fee for administrative services: The administrative services to be provided to ACLC by AUSD shall include those listed below to the extent that these services are customarily provided to grant recipients and others whose funds are subject to the state-approved indirect cost rates:

- 7.2.1 Accounting, including establishing a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school's ledgers, preparation of needed financial reports, including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.
- 7.2.2 Payroll, including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- 7.2.3 Accounts receivable and payable, including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- 7.2.4 Categorical programs compliance support, including preparation of reports required by state and/or federal regulations to demonstrate compliance with the terms of grants or other revenue allocations.
- 7.2.5 Personnel, including posting of job openings, recruiting, receiving applications for employment, screening, credential checks, criminal records check, dismissal and other human resources functions consistent with the requirements of applicable collective bargaining contracts. The ACLC lead facilitator will have access to employee records equal to the level of access provided to individual AUSD school site administrators. ACLC Governing Board shall have access, in closed session only, to personnel information comparable to that provided to the AUSD Board of Education for the purpose of making personnel decisions. Authorized AUSD personnel shall have access to ACLC confidential personnel records as necessary to comply with AUSD obligations under state law and/or collective bargaining agreements. Services provided by AUSD shall not include interviewing of candidates and hiring decisions, which shall be the responsibility of the ACLC governance bodies.



Other services outside the scope of indirect costs are listed below (7.2.6, 7.2.7, and 7.2.8) and are billed at a cost of service per enrollee of \$32 per year for the 2005-06 school year starting January 1, 2006. Cost per enrollee will be calculated annually based upon a prorate share of actual expenses.

- 7.2.6 Budget development and fiscal planning, including up to 100 hours per year of consulting assistance of AUSD staff to assist ACLC in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- 7.2.7 Student data information management, including access to and technical assistance in the operation and maintenance of AUSD's student information management system, tracking 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 AUSD school sites. ACLC shall be responsible for ensuring that data is entered into the system.
- 7.2.8 Central office student services, including transfer of student records, guidance placements, formal suspension and expulsion proceedings referred to AUSD, and other services customarily provided to individual students and their parents by AUSD's Department of Student Services and Alternative Programs.
- 7.3 Calculation of fee for administrative services: The fee for administrative services shall be calculated pursuant to state guidelines for the "indirect" charge collected by AUSD for administration of state categorical programs. AUSD shall notify ACLC of any change in the fee by April 1<sup>st</sup> of each year. ACLC shall notify AUSD of any change in the administrative services to be provided to ACLC by AUSD by May 1<sup>st</sup> of each year.
- 7.4 Other AUSD services: Additional services to be provided by AUSD to ACLC.
  - 7.4.1 Insurance: AUSD shall include ACLC within its general liability and automotive insurance coverage as an additional insured. ACLC shall comply with the risk management policies and regulations of AUSD in a manner comparable to that required by individual AUSD school sites. AUSD shall also comply with AUSD policies, regulations and procedures

for addressing claims, including those in amounts less than AUSD's applicable insurance deductible. In addition, ACLC shall obtain Educators Legal Liability Insurance in the amount of \$1 million to cover the activities of the ACLC Governing Board .

- 7.4.2 Staff development: Consistent with the terms of the collective bargaining agreements in effect, ACLC staff shall be entitled to participate in and be compensated for staff development activities. AUSD shall include ACLC in any requests for staff development funding from state or federal sources and, upon receipt of funding, shall transfer ACLC's proportional share to ACLC's account. ACLC staff shall have the option to participate in AUSD-sponsored staff development activities or to develop its own program of staff development using the designated funding in its account and staff development days provided in the applicable collective bargaining agreement, to the extent and in the manner allowed by state and/or federal law. ACLC shall provide AUSD with reasonable notice of its intent to participate in AUSD-sponsored staff development activities.
- 7.4.3 Student enrollment: In order to provide AUSD residents with meaningful choices of educational program and to avoid confusion and inefficiency, ACLC and AUSD will work to coordinate the ACLC student recruitment and enrollment process with the AUSD open enrollment period. Costs of joint ACLC and AUSD publications, advertisement or events associated with recruitment and enrollment shall be shared in proportion to the size of enrollment in AUSD and ACLC.
- 7.4.4 Dispute resolution: Costs of mediation of disputes, as provided in Section N. of the Charter (Dispute Resolution Procedures), will be shared equally between AUSD and ACLC.
- 7.5 Quality of administrative services: The quality of all services to be provided to ACLC by AUSD shall be comparable to that received at other AUSD school sites.
- 7.6 Disputes regarding administrative services: Any disputes regarding the quality of or compensation for administrative services provided to ACLC by AUSD shall be referred to the dispute resolution procedures described in Section N. of the ACLC charter.
- 7.7 Legal Services: ACLC may obtain legal services, through AUSD, from AUSD's General Counsel, or other attorneys retained by AUSD. For services obtained from the General Counsel, ACLC shall reimburse AUSD at the hourly rate set forth in the AUSD contract with its General Counsel then in effect. For services

of other attorneys obtained through AUSD, ACLC shall reimburse AUSD at the hourly rate quoted in each lawyer's legal services agreement then in effect. In the case of matters which might constitute a conflict of interest for District Counsel, ACLC shall obtain outside legal services at their own expense.

## 8 **Personnel and Collective Bargaining**

- 8.1 Employees of AUSD: As provided in the Charter Section O., AUSD will be regarded as the exclusive public school employer of the staff of the ACLC charter school. Staff of ACLC shall be subject to the terms and conditions of the collective bargaining agreements in effect between AUSD and the Alameda Education Association ("AEA"), California School Employees Association ("CSEA"), Public Employees Union Local 1 ("Local 1") and the Association of California School Administrators ("ACSA").
  
- 8.2 Waivers and contract modifications: ACLC and AUSD will work cooperatively with the employee groups to obtain any contract waivers or modifications necessary to operate the ACLC in conformance with the educational program described in the Charter. With respect to each agreement, AUSD and ACLC shall meet jointly with employee group representatives to identify and negotiate waivers or modifications as necessary. Should the representatives be unable to reach agreement within ninety (90) days of initiating discussions, AUSD and ACLC may, with the consent of the employee group, retain an independent mediator to assist the parties in coming to agreement. Costs of mediation will be shared by ACLC and AUSD.

**9 Construction and Severability**

9.1 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, law, or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

9.2 Notifications: All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To AUSD at: Superintendent  
Alameda Unified School District  
2200 Central Avenue  
Alameda, CA 94501

To ACLC at: Development Director  
Alameda Community Learning Center  
210 Central Avenue  
Alameda, CA 94501

*In witness whereof*, the parties to this MOU have duly executed it on the day and year set forth below. This MOU will expire with the expiration of the charter renewal document on December 12, 2010.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
AUSD Superintendent Ardella Dailey

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
ACLC Development Director Paul Bentz