

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN DA VINCI
CHARTER ACADEMY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: The Da Vinci Charter Academy (DVCA) has its own governance and financial structure, separate and autonomous from the District's as set forth in Section 5202(e)(3)(c) of the Elementary and Secondary Education Act of 1965 ("Act"). The District and DVCA desire to enter into this MOU to document the understandings and agreements between the parties regarding the funding, the statutorily prescribed supervisory oversight and the provision of the administrative services to DVCA.

The term of this MOU is from July 1, 2019, to June 30, 2024.

**MEMORANDUM OF UNDERSTANDING BETWEEN
DAVIS JOINT UNIFIED SCHOOL DISTRICT AND
DA VINCI CHARTER ACADEMY**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of this 1st day of July 2019, by and between the Davis Joint Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Da Vinci Charter Academy (hereinafter "Charter School" and/or "Charter"), a charter school organized and existing under the laws of the State of California.

WHEREAS, the District is authorized by the State of California under the Charter Schools Act of 1992 (the "Act") (Education Code sections 47600, et seq.) to form charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system; and

WHEREAS, the District has approved the petition of and granted a Charter to Da Vinci Charter Academy on February 7, 2019 through June 30, 2024; and

WHEREAS, the Charter School shall be operated by the District; and

WHEREAS, the Charter Schools Act of 1992 and Assembly Bill 1115 (Stats. 1999, c. 78) establishes a charter school funding system simplifying charter school funding and providing charter schools with the option to receive funds directly from the state and local sources; and

WHEREAS, while the Charter School has its own governance and financial structure, separate and autonomous from the District's as set forth in Section 5202(e)(3)(c) of the Elementary and Secondary Education Act of 1965 ("Act"), the District and the Charter School desire to enter into this Administrative Services Agreement to document the understandings and agreements between the parties regarding the funding of the Charter School, the statutorily prescribed supervisory oversight of the Charter School, and the provision of the administrative services to the Charter School.

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and the Charter School do hereby agree as follows:

**ARTICLE I
TERM AND RENEWAL**

- 1.1 **Term:** This Agreement shall commence on July 1, 2019 and shall cover the 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24 fiscal years beginning July 1, 2019 and ending June 30, 2024. This Agreement is subject to termination during the initial term or any renewal term as specified in Sections 1.2 and 15.1 below.

ARTICLE II DESIGNATION

- 2.1 **Designation of Charter School:** The District and the Charter School shall be responsible for all functions that relate to the educational services, management and operation of the Charter School, subject to the terms and conditions set forth in this Agreement, the Charter School's charter, the Charter Schools Act of 1992, and any other applicable federal and state law.

ARTICLE III REPORTING/AUDIT

- 3.1 **Annual Reports:** While the Charter School will be financially autonomous from the District, the District will annually prepare and submit, on behalf of the Charter School, the following reports in a format legally prescribed for charter schools to the County Superintendent of Schools:
- (a) On or before July 1, a preliminary budget.
 - (b) On or before December 15, an interim financial report reflecting the changes through January 31.
 - (c) On or before March 15, a second interim financial report reflecting changes through January 31.
 - (d) On or before September 15, a final unaudited report for the full prior year.
- 3.2 **CBEDS and CALPADS:** The District, by use of its student information system, will oversee Charter School compliance and reporting with regard to California Basic Educational System ("CBEDS") and the California Longitudinal Pupil Achievement Data System ("CALPADS").
- 3.3 **ADA and Enrollment Reporting:** The Charter School will share responsibility with the District to ensure that Average Daily Attendance ("ADA") and enrollment information for the Charter School is properly recorded and reported.
- 3.4 **Audit:** The District will contract on behalf of the Charter School for an annual site audit of the Charter School that will take place as required by the District's annual audit. Any charges that may be associated with the cost of the audit will be charged to the Charter School.

ARTICLE IV DISTRICT OVERSIGHT/SERVICES

- 4.1 **Actual Costs:** In accordance with Education Code section 47613, the District may charge for actual supervisorial costs in the amount of 1 percent of the revenue of the Charter School. "Revenue" is defined in accordance with Education Code section 47613(f) as the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

4.2 **Supervisory Oversight:** The Charter School and the District agree that “supervisory oversight,” as used in Education Code section 47613 and Education Code section 47604.32 shall include, but shall not be limited to, 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.
- (c) Participating in the dispute resolution process described in the Charter.
- (d) Review and timely response to the Charter School’s Annual Independent Fiscal and Performance Audit.
- (e) Identify at least one District Staff member as a contact person for the Charter School.
- (f) Ensure that the Charter School complies with all reports required of charter schools by law.
- (g) Monitor the fiscal condition of the Charter School.
- (h) Provide timely notification to the California Department of Education if any of the following circumstances occur.
 - (1) A renewal of the charter is granted or denied.
 - (2) The Charter is revoked.
 - (3) The Charter School will cease operation for any reason.

ARTICLE V SPECIAL EDUCATION

5.1 **Serving Students with Special Needs:** The Charter School shall be deemed a public school of the District which shall be the local educational agency for purposes of compliance with the Individuals with Disabilities and Education Act (20 U.S.C. sections 1400, et seq.) (hereinafter “IDEA”) and eligibility for federal and state special education funds. The Charter School shall work cooperatively with the District to provide services to pupils with special needs. For purposes of this Agreement, “Special Education Funding” is understood to include all State, Federal and Local revenues designated by the State and Federal governments, by the Special Education Local Plan Agency (SELPA), and by the District on behalf of students enrolled in the District, including the Charter School. The District shall monitor special education services provided by the Charter School to ensure that all students with exceptional needs who attend the Charter School are provided with a free and appropriate education in compliance with the IDEA. A

child with disabilities attending the Charter School shall receive special education instruction or designated instruction and services, or both, according to the child's current Individual Education Plan (IEP). District shall have the right to inspect all pupil special education files at any time for legal compliance.

- 5.2 **Local SELPA:** The Charter School shall provide all eligible students with appropriate special education services in accordance with the Yolo County SELPA Local Plan.
- 5.3 **Special Education Complaints:** The District shall direct parent/guardian complaints regarding special education services and rights to Charter School staff for resolution. Charter School staff shall notify the designated representative of the District of any written parent/guardian complaints within one business day. The Charter School will make reasonable efforts to assist parents/guardians to put complaints in writing. The Charter School's designated representative shall promptly respond to and address the parent/guardian complaints. The District reserves the right to respond to parent complaints independent of the Charter School. In consultation with Charter School, the District may address, respond to, investigate, and take any and all necessary action to respond to all complaints received that involve special education and IDEA compliance.
- 5.4 **Due Process Complaints:** In consultation with Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal law. In the event that parents/guardians file for a due process hearing, both the Charter School and the District may be named respondents. The District and Charter School shall work cooperatively to defend the case. In the event that the District determines that legal representation is needed and the Charter School is a party, the District and Charter School may be jointly represented by legal counsel. The District and Charter School shall equally share the expense of joint legal counsel.
- 5.5 **District Representation:** As part of District representation duties at all County-level SELPA meetings, the person designated as the District's representative shall also represent the Charter School. The District shall, a reasonable time in advance, notify the Charter School's Special Education representative of all such meetings, which the Charter School's Special Education representative shall be allowed to attend. In the event that Charter School's representative does not attend the meetings, the Charter School special education representatives shall be permitted to attend District staff meetings in order to be advised of SELPA discussions, policies, and other pertinent information.
- 5.6 **Retention of Special Education Funds by District:** 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 special education services for the Charter School, 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.

- 5.7 **Charter School Contribution to Special Education:** Additionally, the Charter School shall contribute an amount of Charter School funds that is equivalent to its pro-rata share of the District's unfunded special education costs.

At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide general fund contribution for special education 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.

The District shall be responsible for all costs related to the service of Charter School students in the same manner, as it is responsible for the cost of serving other students of the District.

ARTICLE VI ADMINISTRATIVE SERVICES

- 6.1 **Human Resources:** The District agrees to provide Human Resources services to the Charter School, including, but not limited to, employee association contract management, staffing credential management, and employee relations.
- 6.2 **Fiscal Services:** The District agrees to provide Fiscal Services to the Charter School, including, but not limited to, payroll administration, accounting, average daily attendance, enrollment reporting, and annual fiscal audit.
- 6.3 **Technology Services:** The District agrees to provide Technology Services to the Charter School, including, but not limited to, student information system usage and upkeep, internet access, and technician support.
- 6.4 **Fees for Services:** The District will charge the Charter School for the services listed in Article 6 at the District's in-direct cost rate.

ARTICLE VII OTHER SERVICE ARRANGEMENTS

- 7.1 **Pupil Services:** The District agrees to provide Pupil Services to the Charter School, including, but not limited to, administration of STAR testing, provision of school nursing services, and implementation of student discipline issues that require action and/or counsel by non-Charter School staff. The Charter School will be charged its pro-rata share of the District's overall costs for these services.

- 7.2 **Food Service:** The District shall provide nutritionally adequate free or reduced price meals to qualifying students at the Charter School pursuant to Education Code section 47613.5 (AB 1871). The Charter School may be charged the specific additional cost associated with delivery of food service to the Charter School. The District will inform the Charter School by March 30 of each year if a food service fee will be charged for the services requested at the Charter School. In addition, the Charter School may agree to purchase food from the District for students that do not qualify for the federally or State funded food service programs at an agreed upon, reasonable rate. The District retains the right to use the Charter School's food preparation facility to meet the District's obligation to provide food services to the Charter School and/or other students. Any additional costs that are associated with the District's provision of food services to Charter School students (i.e. food service personnel, equipment, etc.) will be charged to the Charter School.
- 7.3 **Additional Services:** Additional services may be contracted by the Charter School from the District if available pursuant to separate written agreement by the parties.

ARTICLE VIII CHARTER STUDENT ATTENDANCE

- 8.1 **Attendance at Other District Schools:** The District and Charter School understand that some Charter School students may be given the opportunity to take one or more classes outside the Charter School at another District school as part as their educational program options. The Charter School will be charged for any overages that are associated with the provision of these services.

ARTICLE IX FEES

- 9.1 **Authorization to Deduct Fees:** The Charter School hereby authorizes the District's Business Office, for the term of the charter and all subsequent renewals, to deduct from the Charter School account any amounts owed by the Charter School to the District pursuant to the terms of this Agreement.

ARTICLE X FACILITIES

- 10.1 **Lease Terms:** The District will provide the Charter School with a facility in satisfaction of any obligation that may exist under Education Code section 47614 to provide facilities to the Charter School for the term of the charter and any other subsequent renewal, unless otherwise indicated by the District. The District shall charge the Charter School at a rate of \$0.81 per square foot per month. This rate shall include the District's maintenance and operation of the facilities, which will include, custodial, maintenance, grounds, and utilities. The District reserves the right to adjust this rate according to the Consumer Price Index.
- 10.2 **Rules Applicable to Premises:** The Charter School will abide by all District rules, regulations, procedures, and protocols associated with the usage of the facilities as applicable to other schools operating within the District.
- 10.3 **Civic Center/Facilities Use:** The Charter School will make its facilities and grounds available for public use as required by Education Code section 38130 et seq., (referred to as the "Civic Center Act") pursuant to District policy and procedures. The District will process and administer all Civil Center Act requests, and any and all proceeds received as a result of these requests will be deemed proceeds of the District.

ARTICLE XI RISK MANAGEMENT

- 11.1 **Property and Liability Insurance/Worker's Compensation Insurance:** The Charter School will be covered under the District's Property and Liability Insurance policy. Accordingly, the Charter School must abide by all health and safety rules associated with the implementation and coverage of said insurance policies. The Charter School will be charged for any additional costs, if any, that result from the District providing the Charter School with this coverage.

ARTICLE XII SERVICE CHANGES

- 12.1 **Change in Level of Service Delivery:** The District agrees to provide the Charter School at least thirty (30) days written notification of any change in the delivery of services as provided herein. Any such change in the delivery of services shall not be effective to the Charter School until thirty (30) days after receipt of written notification.

ARTICLE XIII CHARTER SCHOOL FUNDING

- 13.1 **Charter School Funding Model:** The Charter School shall receive funding under the charter school funding model as follows:
- (a) A general purpose entitlement pursuant to Education Code section 42238.02 and 42238.03, which includes in lieu property taxes and state aid.
 - (b) The Charter School is also entitled to lottery funds, pursuant to Education Code Section 47638.
- 13.2 **Indirect Funding:** The Charter School shall operate as an indirect funded charter school for the term of the Charter and any other subsequent renewals.
- 13.3 **Carry-Over:** At the end of each fiscal year, any unexpended revenue from the operating budget of the Charter School will be handled as “carry-over” balance for the Charter School, as allowed by funding source.
- 13.4 **Financial Autonomy:** Notwithstanding the Charter School’s election to receive indirect funding, the Charter School will have a high degree of autonomy regarding its budget and expenditures as determined by the Charter School’s Governance Committee.

ARTICLE XIV GOVERNANCE

- 14.1 **Charter School Governance:** Da Vinci Charter Academy shall operate as a dependent, indirect funded charter school under the jurisdiction and control of DJUSD, DVCA will purchase all educational support and other services from the DJUSD including but not limited to, Special Education services, Business services, Curriculum & Instruction services, and Human Resources services. DVCA and DJUSD will execute a Memorandum of Understanding (MOU) establishing and governing the payment of fees for the services provided by DJUSD. DVCA will follow the same oversight, review and evaluation policies and procedures as each of the schools in the district, which will be initiated by district staff and managed collaboratively between the school and district staff.

Ultimate control over DVCA shall be vested in by Governing Board of the Davis Joint Unified School District and/or its designee. DVCA School Advisory Board shall be responsible for the following:

1. Review of the school annual budget.
2. Review and/or advise the DVCA Principal on matters related to DVCA curriculum, instructional methods/strategies, and instructional calendar.

3. Review and/or advise DVCA Principal on matters related to student assessment practices beyond those mandated by applicable state law.
4. Participation in the selection, hiring and retention of all staff.

DVCA will have a Site Advisory Board whose composition will include at least nine (9) members including the principal as well as representation from staff, students, parents and community members. The DJUSD Chief Business and Operations Officer or DJUSD Superintendent designee shall also be a member of the School Advisory Board. The Site Advisory Board will be appointed by the DVCA Principal, subject to the approval of the DJUSD Superintendent, except for parent representatives who shall be elected annually by the parents of pupils enrolled in DVCA.

In addition to playing a key role on the Site Advisory Board, all parents will be encouraged to participate in the daily life of the School. All parents are provided opportunities to volunteer at school. Areas of involvement include participation in classroom presentations, as well as parent classes and workshops on technology usage, college admissions and testing. To this end, DVCA may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school as required by Education Code section 47605(n).

DVCA will be non-sectarian in its programs, admission policies, employment practices, and all other operations. DVCA shall not charge tuition, and shall not discriminate on the basis of actual or perceived race, ethnicity, national origin, religion, gender, gender expression, gender identity, sexual orientation, disability, or any other characteristic that is contained in the definition of hate crimes as set forth in Penal Code section 422.55, including immigration status, or association with an individual who has any of the aforementioned characteristics.

DVCA and its Site Advisory Board shall comply with the Brown Act, Public Records Act, Political Reform Act, Education Code section 7050 *et seq.*, and all conflict of interest laws of general application to public agencies, including Government Code section 1090.

ARTICLE XV TERMINATION

- 15.1 **Termination Without Cause:** Either party may terminate this Agreement at the end of the term with a sixty (60) calendar day written notice. Notwithstanding any such termination made pursuant to this paragraph, Section 14.1 shall continue in full force and effect until June 30, 2024.

ARTICLE XVI DISPUTE RESOLUTION

- 16.1 **Dispute Resolution:** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Element 14 of the Charter.

ARTICLE XVII MISCELLANEOUS

- 17.1 **Modifications:** At any time during the term of this Agreement, the parties may mutually agree to make modifications to the terms and conditions of this Agreement. Any modifications to this MOU must be made in writing and signed by both parties.
- 17.2 **Miscellaneous:** All services not expressly indicated herein to be provided by the District shall be provided by the Charter School.
- 17.3 **Construction and Enforcement:** This Agreement will be construed and enforced in accordance with the laws of the State of California.
- 17.4 **Entire Agreement:** This Agreement and any attachments shall constitute the full and complete agreement between the parties with regard to the issues addressed herein. All prior representations, understandings, and or agreements with respect to matters addressed within this Agreement are merged herein and are superseded by this Agreement.
- 17.5 **Notices:** All notices, consents, demands, or another communications for one party or the other required or permitted in this Agreement shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To Da Vinci Charter School:

Tyler Millsap, Principal
1400 E. 8th Street
Davis, CA 95616
Telephone: 530-757-7154
Facsimile: 530-759-2179

To the District:

John A. Bowes, Ed.D.
Superintendent
Davis Joint Union School District
526 B Street, Davis, CA 95616
Telephone: 530-757-5300
Facsimile: 530-759-2179

In witness thereof, the parties hereto have executed this Agreement as of the day and year first written above.

John A. Bowes Ed.D.
Superintendent
Davis Joint Union School District

Date

Tyler Millsap
Principal
Da Vinci Charter Academy

Date