



## MEMORANDUM OF AGREEMENT FOR 2012-2013 BETWEEN THE SOUTH CAROLINA PUBLIC CHARTER SCHOOL DISTRICT AND (NAME OF CHARTER SCHOOL)

This Memorandum of Agreement is executed by and between the South Carolina Public Charter School District, hereinafter referred to as the District, and (Name of Charter School), hereinafter referred to as the Charter School.

### RECITALS:

1. The District is a local education agency existing under the laws of the State of South Carolina and is eligible to receive state and federal funds and grants available for public charter schools and other schools to the same degree as other local education agencies. The geographical boundaries of the District are the same as the boundaries of the State of South Carolina.
2. (Name of Charter School) has developed and submitted an application to establish a charter school. The District's Board of Trustees has approved the application.
3. The parties to this agreement recognize that the laws of South Carolina authorize the formation of charter schools for the purposes, among others, of improving student learning; increasing learning opportunities for students; encouraging the use of a variety of productive teaching methods; establishing new forms of accountability for schools; and assisting South Carolina in reaching academic excellence.
4. By approval of the charter application, the District becomes the authorizing district of the Charter School. This agreement is intended to outline the parties' agreements governing their respective responsibilities and other areas of mutual interest not otherwise addressed or resolved in the contents of the approved charter.
5. The Charter School shall commence operation to begin the 2012-2013 school year. The length of the initial term of the charter is approved for a period of ten years; however the charter may be revoked or not renewed as outlined in the South Carolina Charter Schools Act of 1996 (Charter Schools Act).

6. Written modification of this Agreement may be made by mutual agreement as set forth below.

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

**AGREEMENTS:**

1. **Effective Date and Renewal:** The Agreement shall become effective on the date upon which it is executed by duly authorized representatives of both parties. Renewal shall occur for succeeding years subject to approval by the parties.
2. **Amendments:** The Agreement may be amended at any time by mutual agreement of the parties based upon appropriate and reasonable changes in circumstances upon which the original terms of the agreement were based. The parties recognize that any and all amendments shall be in writing.
3. **Governance and Operation:** In accordance with the Charter Schools Act, the Charter School shall elect its board of directors and ensure that all employees of the Charter School and all parents and guardians of students enrolled in the Charter School are eligible to participate in the election. The Charter School shall further ensure that no person who has been convicted of a felony is elected to its board of directors.

The Charter School shall adhere to all health, safety, civil rights, and disability rights requirements as are applied to public schools in the local school district in which the Charter School is located.

The Charter School shall hire at least one administrative staff certified or experienced in the field of school administration.

The Charter School shall admit all children eligible to attend public school, subject to space limitations, and shall ensure that the racial composition of the Charter School enrollment reflects that of the District or that of the targeted student population. If the number of applications exceeds the capacity of a program, class, grade level, or building of the Charter School, the Charter School must accept students by a lottery.

The Charter School shall not limit or deny admission or show preference in admission decisions to any individual or group of individuals with the exception of siblings of a pupil already enrolled or previously enrolled; children of a Charter School employee; and

children of the charter committee, if such priority enrollment does not constitute more than twenty percent of the Charter School's enrollment.

4. **Data Reporting:** The Charter School is required to maintain accurate and up to date student records in the provided student information system (SIS). Data supplied by the Charter School to the District shall satisfy all federal and state reporting requirements and deadlines. The Charter School shall maintain staff responsible for data entry as well as for properly coding and classifying individual students. The Charter School shall actively participate in student information training provided by the District.
5. **Leadership Training:** The Charter School shall ensure that its chief administrator actively participates in leadership training provided by the District. Should the principal be unable to attend any leadership training provided by the District, the Charter School shall ensure other representation.
6. **Communication:** The Charter School shall provide and maintain a viable and dependable email account for purposes of communicating with the District. Should the Charter School fail to do so, the District shall provide an email account to the Charter School at the Charter School's expense.
7. **Federal and State Data Reporting:** The Charter School shall submit all data and reports required by the District to comply with federal and state requirements, including but not limited to, Title I, Title II, Title III, Title IX, the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973 (Section 504). The Charter School shall collect student data regarding free and reduced lunch to establish a poverty rate for the District and the Charter School. In addition, the Charter School agrees to submit all data and reports to the District in a timely and accurate manner.
8. **Educational Program:** In accordance with the Charter Schools Act, the Charter School shall provide an educational program that is designed to enable each student to achieve the student achievement standards set forth by the Charter School in its charter. The Charter School shall adopt academic standards that meet or exceed the South Carolina curriculum standards as adopted by the State Board of Education. The Charter School shall identify methods by which student performance information will be gathered and monitored.
9. **Assessment:** In accordance with the Charter Schools Act, the Charter School shall implement a plan for evaluating student achievement and

progress toward accomplishment of the school's achievement standards. The plan shall include state-mandated assessments and other assessments, timelines that identify the expected yearly progress toward meeting the Charter School's long-term performance goals, and provisions for addressing the needs of students who do not perform at acceptable levels of proficiency in the state-wide assessment program. The Charter School shall review its accountability data in accordance with State and District timelines and shall be responsible for the accuracy of such data. The Charter School shall designate a certified employee to serve as the school testing coordinator.

In addition, the Charter School agrees to create and implement an annual Accountability Plan in accordance with the requirements specified by the District. The plan shall assist both the Charter School and the District to evaluate the extent to which the Charter School is meeting the student achievement standards it has set for its educational program.

10. **Fiscal Accountability and Reporting:** The Charter School shall adhere to the accounting, auditing, and reporting procedures and requirements that are applied to the public schools operating in South Carolina as set forth in the *Single Audit Guide*, *Financial Accounting Handbook*, and *Funding Manual*. The Charter School shall complete a financial audit each year and shall submit the findings to the District. The Charter School shall provide a monthly upload of financial transactions in the format prescribed by the District. The parties agree that it is the responsibility of the District to use any financial information it obtains, including reports and audits, to monitor the fiscal condition of the Charter School.
11. **Special Education and Section 504:** The Charter School agrees that the District is responsible for oversight of the Charter School's compliance with the IDEA and Section 504. The District shall provide support with respect to services such as annual special education audits, state data reporting, Child Find activities, and psychological testing for initial evaluations and reevaluations. Services beyond this level are provided at the discretion of the District Director of Special Services. If Charter School personnel request services or resources from the District and if the District agrees to provide such services, there shall be no cost to the Charter School.

Whenever a matter arises concerning the Charter School's implementation of IDEA or Section 504, the Charter School shall notify the District Director of Special Services upon receiving formal notice of any of the following situations: a request for a due process or

grievance hearing (under IDEA or Section 504); a state-level complaint filed with the South Carolina Department of Education, or a violation filed with the Office for Civil Rights. The Charter School shall not respond to any of these situations without the prior involvement and approval of the District. The authority to resolve any such matter will rest with the District. The District has the authority to manage and direct such matters on behalf of the Charter School as the District deems appropriate. The Charter School shall be responsible for paying any outside costs associated with the above matters. Such costs include, but are not limited to, attorneys' fees, hearing officers' fees, other outside consultation fees, or fees to provide compensatory services.

The Charter School shall appoint a special education coordinator who shall participate in District meetings for special education coordinators and who shall serve as the liaison between the Charter School and the District on special education matters. The Charter School's special education coordinator will keep District officials informed of special education issues and potential problems in the Charter School.

The District shall provide notification to the Charter School of its IDEA funding after the District has received notification of its funding allocation from the South Carolina Department of Education. IDEA funds are allocated to the school based on the previous year's 135 day count with the exception of a charter school in its initial year of operation. A charter school in its initial year of operation shall receive funding based on its enrollment on the 5th day membership count. Allocation of IDEA funds is dependent upon the Charter School's submission of a proposed budget for expenditure of such funds and receipt by the District Director of Special Services of the funds from the South Carolina Department of Education.

The Charter School agrees to submit data in the format required by the District and to do so in a timely and accurate manner. The Charter School further agrees to utilize the processes and forms required by the District for IDEA and Section 504-related functions.

12. **Indemnification:** In accordance with the Charter Schools Act, the Charter School agrees to assume liability for its activities and agrees to indemnify and hold harmless the District, its servants, agents, and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to persons or property or otherwise that arises out of the act, failure to act, or negligence of the Charter School, its agents and employees, in connection with or arising out of the activity of the Charter School.

13. **Gifted and Talented:** Should the Charter School elect to receive funding for Gifted and Talented (GT) students, the Charter School shall designate a GT Coordinator and comply with all state requirements for GT programs, including identification and service delivery.
14. **Textbooks:** Should the Charter School elect to use the State textbook system, the Charter School shall designate a textbook coordinator and comply with all state requirements, including but not limited to, maintaining an inventory of textbooks.
15. **Monitoring Compliance and General Oversight:** The parties agree that as the authorizer, the District has the ongoing responsibility for oversight and evaluation of the Charter School, including review of the Charter School's application for renewal. The District shall implement a comprehensive system of monitoring. The District shall monitor the Charter School's performance in the areas of academics, compliance, operations, and finance. The monitoring system shall include, but shall not be limited to, on-site reviews, financial audits, stakeholder input, self-studies conducted by the Charter School, and reviews of records and testing data.
16. **Letters of Compliance:** Throughout the calendar year, the District shall issue *Letters of Compliance* to Charter Schools as concerns and deficiencies are identified. The Charter School shall be required to provide the documentation and/or take the action requested in the *Letter* within the timeframe specified. The Charter School may also request to meet with District staff to develop a remediation plan addressing specific actions and due dates for remedying the concern/deficiency.

The District shall give a Charter School a reasonable opportunity to contest the District's determination that a deficiency or concern has occurred. If the Charter School does not resolve the deficiency or concern within the time frame specified by the District in the *Letter*, the District may apply remedies, including but not limited to, support, technical assistance, and monitoring.

Concerns and issues that come to the attention of the District and are determined to be pre-compliance in nature, will be handled by the appropriate District staff and documented either by letter or e-mail to the Charter School. Pre-compliance issues include, but are not limited to, minor issues in the area of academic performance, operations, and finance.

17. **Renewal, Revocation, and Nonrenewal:** In accordance with the Charter Schools Act, a charter must be approved or renewed for a period of ten years. However, the charter may be revoked or not renewed by the District's Board of Trustees if it determines that the Charter School: committed a material violation of the conditions, standards, or procedures provided for in the charter application; failed to meet or make reasonable progress as defined in the charter application, toward pupil achievement standards identified in the charter application; failed to meet generally accepted standards of fiscal management; or violated any provision of law from which the Charter School was not specifically exempted.
18. **Support Services:** As the authorizer, the District agrees to provide the following services to the Charter School:

**Assessment:**

- assistance with federal and state accountability reporting items such as graduation rates, test score reviews, and special education data
- guidance and assistance in developing annual school-level accountability plans
- training and support with State-mandated testing
- technical assistance with the State's precode reporting
- monitoring and oversight.

**Curriculum and Instruction:**

- training and assistance with Assisting, Developing, and Evaluating Professional Teaching program (ADEPT) and Summative ADEPT Formal Evaluation of Teachers(SAFE-T) evaluators
- training for mentors for induction teachers
- assistance to help match teachers with the appropriate evaluation methods
- technical support for curriculum alignment to the South Carolina Curriculum Standards
- support for helping schools meet graduation requirements
- development of templates, recruitment of curriculum reviewers, and review of curriculum for alignment to the South Carolina Curriculum Standards
- technical assistance to school-level administrators in areas of identified need
- guidance in serving students eligible for GT services
- support in using the State textbook system.

**Facilities:**

- support and consultation for schools during the development process.

**Federal Programs:**

- training and oversight of the Title I regulations and procedures
- coordination of supplemental educational services (for schools in improvement)
- allocation of funds for professional development under Title II (as requested)
- funds for English for Speakers of Other Languages (ESOL) screening tests
- technical assistance on ESOL issues
- guidance on non-discrimination policies and practices related to students under Title VI
- training materials to schools for Title IX training
- oversight of the civil rights components of Career and Technology Education/Perkins Funds.

**Finance:**

- uploads on a monthly basis of transactions from the schools and conversion to the State Accounting System to keep schools in compliance with their charters
- estimates of revenue to assist with budget development at the school-level
- calculations and delivery of monthly State revenue to each school via direct deposit
- claims on behalf of the schools for federal projects
- daily technical assistance relating to school district accounting
- guidance on assigning account numbers to school personnel
- adjustments to state funding for the 5, 45, and 135 day counts to agree with the updated enrollment figures.

**Human Resources:**

- benefits support
- teaching certificate renewals
- student loan verifications
- Professional Certified Staff data maintenance
- posting of job vacancies
- a review and distribution of applications to appropriate sources.

### **Public Relations/Grants/Fundraising:**

- assistance with marketing and promotion of school-related activities
- a list of potential grants to schools for which they may be eligible
- technical assistance with grant writing
- assistance with educational climate studies in the intended services zones
- assistance with fund raising needs in conjunction with the school's Planning Board.

### **Special Services (IDEA and 504):**

- oversight of the provision of special education services as required by the IDEA
- technical assistance concerning the provision of special education services for students with disabilities when requested by the school or in some cases as mandated by the State
- a district psychologist who coordinates and attends all evaluation planning and eligibility determination meetings,
- educational assessments conducted by a certified school psychologist
- support for parents, students, and school-level staff regarding the requirements and effective implementation of the IDEA
- support during IEP meetings (attending IEP meetings as requested by the school)
- instruction and support in the use of the state-wide IEP software required for reporting of special education data
- support for the development and implementation of requirements under Section 504

### **Technology:**

- instruction and technical assistance for PowerSchool
- guidance and instruction in South Carolina State reporting requirements
- support as liaison between the State Technology Department and the Charter School
- technology-related resources, such as computer and networking quotes, as requested.

19. **Changes to Charter:** The Charter School agrees to notify the District of any changes it wishes to make to its charter. The District shall determine whether the changes are material and what process is needed for approval by the District's Board of Trustees. Any and all charter amendments that are approved by the District's Board of

