

MEMORANDUM OF UNDERSTANDING

Kimberly School District and RISE Charter School

RISE Charter School, Kimberly, Idaho is uniquely commissioned by the Kimberly School District to add an additional educational choice for students within the community. This Memorandum of Understanding outlines the responsibilities of each party in areas of finances, programs, and operations. RISE Charter School will also enter into a separate performance agreement that defines the academic outcomes of the school.

FACILITIES

Kimberly School District will lease the Round Building at 241 W. Center St., Kimberly, ID, and the Intermediate Building at 141 W. Center St., Kimberly, ID to RISE Charter School (see Rental Agreement) for use by RISE Charter School. Kimberly School District will pay all utilities, maintenance fees, and custodial services. RISE Charter School will remit 12% of all state payments made to Kimberly School District with 10 business days of receipt of Foundation payments. (Should be received on the 15th day of August, November, February, May and July.) RISE will also remit 12% of Special Distributions with 10 business days of receipt.

TRANSPORTATION

Home to School- RISE Charter School will not be charged for usage of the established KSD home to school routes. KSD will receive all reimbursement from the state.

KSD Activities: RISE will not be charged for students that are participating in established KSD activities as a member of those activities. KSD will cover all transportation costs for those activities.

Additional Travel: RISE Charter School will be charged the non-reimbursable portion of travel outside of the established KSD home to school routes and KSD activities. Example, field trips and a home to school route outside of the KSD established routes. RISE will be charged per mile for the non-reimbursable portion. The per mile amount will be determined by the state calculation. Example, if the per mile rate determined by the state is \$5.00 per mile and a field trip is 50% reimbursable, RISE will be charged \$2.50 per mile.

FOOD SERVICE

KSD will provide food service to RISE students in the same manner that food service is provided to other district schools and students. Food service personnel will be employed by KSD, the food service program will be managed and administered by KSD, and all Federal/State reimbursements will be collected by KSD. A computation will be made annually based on the

prior year's total of revenues and expenses recorded in fund 290 of the KSD's accounting records. If the food service program revenues exceed expenses, no benefit will accrue to RISE. If expenses exceed revenues in the prior year, RISE will pay KSD an amount equal to the district's unreimbursed per enrolled pupil food service expense multiplied by the number of enrolled RISE students. This computation will be completed by July 15 and payment remitted by RISE by July 31.

TECHNOLOGY

KSD will provide technology services to RISE, including technology staff support, internet access, and the same licenses and contracted services provided to KSD students, anything additional will be purchased by RISE. RISE will provide hardware and devices. RISE will pay KSD an amount equal to the district's per pupil technology expense multiplied by the number of RISE students. The per pupil technology expense will be determined annually through collaboration between administrators from RISE and KSD.

NURSE SERVICES

KSD will provide nurse services to RISE in the same manner that these services are provided to other district schools and students. RISE will pay KSD an amount equal to the district's per pupil nurse services expense multiplied by the number of RISE students. The per pupil nurse expense will be determined annually through collaboration between administrators from RISE and KSD.

SPECIAL EDUCATION

RISE Charter School will employ and manage its own special education teachers. Kimberly School district will provide all other special services, including but not limited to Speech/Language therapy and School Psychologist services.

TITLE SERVICES

Kimberly School District will provide Title I, I-C, and II-A funding and services for RISE students in the same manner as for other district schools. RISE Charter School teachers will provide in-class Title services and accommodations for English Language Learner students. ELL pull-out services will be provided by Kimberly School District for RISE Charter School students when needed. Kimberly School District will provide federal program management services including completion of federal reporting requirements. RISE Charter School will provide all information needed to complete federal reporting.

RESOURCE OFFICER

Kimberly School District will include RISE Charter School as one of the schools served by the district resource officer and Kimberly School District will retain RISE Charter School's share of Safe and Drug Free funds.

TITLE IX

Kimberly School District will ensure compliance with all Title IX compliance and training requirements for RISE Charter School.

LIBRARY SERVICES

Kimberly School District will provide RISE staff and students with library access and library staff support, including but not limited to access to books, supplies and software. RISE Charter School will pay Kimberly School District the district's per pupil library expense multiplied by the RISE enrollment numbers (see Process for Services and Payments).

PROPERTY and LIABILITY INSURANCE

RISE Charter School will obtain school liability insurance through Idaho County Risk Management Program (ICRMP) providing standard insurance coverage available to Idaho Public Schools and will name Kimberly School District as Additional Insured.

RISE Charter School will obtain school property insurance covering all contents of the school including but not limited to technology, furniture, curriculum and supplies.

Kimberly School District will provide insurance coverage for the buildings used by RISE Charter School and will allocate a proportion of the annual cost of this insurance to RISE Charter School. The annual cost will be calculated by determining percentage of building used by RISE Charter School and that percentage of the total insurance coverage will be paid by RISE Charter School.

PROCESS of PAYMENT for SERVICES

At the beginning of each fiscal year, Kimberly School District and RISE Charter School administrators will agree on the processes, formulas, and dates to be used in the upcoming school year. Services charged per pupil will be paid twice yearly based on RISE Charter School's average enrollment. RISE Charter School average enrollment will be calculated at the end of the first semester of school and paid to Kimberly School District and that time, and then again at the end of the second semester of school.

MANAGEMENT and SUPERVISION

Kimberly School District employees and RISE Charter School employees shall work together cooperatively to achieve what is in the best interest of the students. RISE Charter School principal may provide direction and make requests of Kimberly School District employees in the same manner as other Kimberly School District principals would do. Kimberly School District administrative staff shall allocate resources to and manage Kimberly School District staff (ie. custodial, maintenance, etc) in the same manner as for other district schools. If differences of opinion occur, every effort shall be made by the individuals involved to resolve the issue. Differences that can not be resolved by the individuals may be brought to the RISE principal or Kimberly School District administrator. If a dispute cannot be satisfactorily resolved by these administrators, RISE Charter School may bring the issue to the RISE School Board and the Kimberly School Board who will work together to come to a resolution.

This Memorandum of Understanding shall be in place for the duration of the first charter term of RISE Charter School unless or until it is replaced by another Memorandum of Understanding.

Signature _____ Signature _____

Printed Name _____ Printed Name _____

Position _____ Position _____

Date _____ Date _____