

## **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 a portion of the Round Building at 241 Center Street West., Kimberly, ID, and the Intermediate Building at 203 Center Street West., 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 15<sup>th</sup> 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. All software offered to KSD students will be offered to RISE students at one per pupil cost. Any additional software not utilized by KSD 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.

## **SUBSTITUTE TEACHERS**

RISE will use the AESOP system to seek substitutes. KSD will assist RISE in finding substitutes from 7 a.m. to 8 a.m. and then the responsibility will be transferred to the RISE secretary. RISE will pay their substitute teachers at the same rate as the Kimberly School District. KSD agrees to manage the required paperwork for all RISE substitutes.

## **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 and paraprofessionals. Kimberly School district will provide all other special services, including but not limited to SPED Director, Physical Therapy, Occupational therapy, Speech/Language therapy and School Psychologist services.

If services are provided internally by KSD and Medicaid can be billed, KSD will keep all reimbursed funds. If Medicaid cannot be billed, KSD will absorb in-house service costs.

If Rise contracts services or employs staff that provides services that is Medicaid billable, Rise will maintain the Medicaid reimbursement. If Medicaid cannot be billed, RISE will absorb contracted costs. If Rise contracts services or employs staff that provides services that is Medicaid billable, Rise will maintain the Medicaid reimbursement.

## **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.

### **AVERAGE DAILY ATTENDANCE/ENROLLMENT (ADA/ADE)**

If a RISE student attends a KSD school or if a KSD student attends RISE for less than 2.5 hours per day, no modifications will be made to the ADA/ADE calculation.

If a RISE student attends a KSD school or a KSD student attends RISE for 2.5 hours per day, up to 4 hours per day, each school will count the student as ½ time ADA/ADE.

If a RISE student attends a KSD school or a KSD student attends RISE for more than 4 hours per day, discussions are required between the RISE and KSD school administration.

### **TITLE IX**

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

### **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 cannot 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.

RISE Charter School Director Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Date\_\_\_\_\_

Kimberly School District Superintendent Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Date\_\_\_\_\_