

FINANCIAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WHEATLAND SCHOOL DISTRICT  
AND  
THE CALIFORNIA MONTESSORI PROJECT

The Governing Board of the Wheatland School District (“hereinafter “District”) and the Governing Board of THE CALIFORNIA MONTESSORI PROJECT (“hereinafter “School”) hereby enter into this Memorandum of Understanding covering the 2006/07 school year.

**PURPOSE OF THIS MEMORANDUM**

1. Define services the District will provide to the School
2. Clarify responsibilities of each agency

**TERM**

This agreement covers the 2006/07 school year. The School and District intend to use this agreement as the basis for developing similar understandings in future fiscal years.

**DEFINITIONS**

- 1) **Average Daily Attendance**  
“Average Daily Attendance” (ADA) shall mean the attendance of pupils while engaged in educational activities required of them by the School, as defined in Section 11960, Article 1, Subchapter 19, Title V, of the California Administrative Code of Regulations. The School will be responsible for ADA reporting and will maintain contemporaneous written records of ADA and make these records available for inspection and audit.

**DISTRICT SERVICES**

The District will charge \$180 per P-2 ADA (this sum will be reduced by 60% of the CMP Bookkeeper costs) for providing the business services outlined in the attached Business Services Agreement. In addition to the services listed on the agreement, the District will provide the following to CMP:

1. Support and guidance from the District’s Chief Business Officer beyond the terms of the Business Services Agreement. This includes dialogue with the sponsoring agencies on the School’s behalf.
2. Support and guidance from the Superintendent, when necessary, and not to exceed 20 hours in the school year.

By mutual consent, the District may provide other services needed by the School under separate contractual agreements. The District will provide agreed-upon services, as per the attached Business Services Agreement. The Charter School may contract for services from any third party provider, as needed.

The District and School will each bear their own costs of legal service incurred in the development of this agreement.

### **DATA REPORTING**

- **Average Daily Attendance**  
The School will develop an attendance-reporting calendar and maintain a system to record and account for (ADA). The School will report ADA figures to the District on a monthly basis. Such data will be transmitted to the District within 10 calendar days following the last day of the month.
- **Other Data**  
The District and School shall work cooperatively to provide any other information necessary to enable the School and District to calculate entitlement to all available funding sources.

### **BUDGET AND FINANCE**

The parties agree to the following:

- Meeting to discuss programmatic, enrollment or staffing changes that may have a material effect on the other party by February 15;
- The School and the District will work together to develop a proposed budget in SACS format for the upcoming fiscal year showing estimated revenues and expenditures by June 30 formatted by each sponsoring agency separately (San Juan = American River and Carmichael campuses combined; Sacramento City = Capitol campus; Elk Grove Unified = Elk Grove campus; Buckeye Unified = Shingle Springs campus;
- The School and the District will work together to develop budget revisions for first, second and unaudited actuals in SACS format by Dec. 15 (1<sup>st</sup>), Mar. 15 (2<sup>nd</sup>) and June 30 (Unaudited Actuals) formatted by each sponsoring agency separately (San Juan = American River and Carmichael campuses combined; Sacramento City = Capitol campus; Elk Grove Unified = Elk Grove campus; Buckeye Unified = Shingle Springs campus.

### **INDEPENDENT CONTRACTOR**

The parties to this agreement intend that the relationship between the Charter School and the District created by this agreement is that of an independent contractor, and not an employer-employee. No agent, employee, or servant of the Charter School shall be deemed to be the employee, agent or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee, or servant of the District shall be deemed to be the employee, agent or servant of the Charter, except as expressly acknowledged in writing by the Charter School.

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

To the District at:  
Wheatland School District  
111 Main Street  
Wheatland, CA 95692

To the School at:  
California Montessori Project  
4718 Engle Road  
Carmichael, CA 95608

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

By: *Debra M. Pearson* Date: 8-21-06  
WHEATLAND SCHOOL DISTRICT

By: *Gary S. Bowman* Date: 8-18-06  
THE CALIFORNIA MONTESSORI PROJECT