# Guidance for Memoranda of Understanding forHorace Mann Charter Schools

*Posted May 2015*

***Type A: Agreements with District***

The first type of MOU is with the school committee of the district in which the charter school is located and the proposed charter school’s board of trustees. A final signed copy of this type of MOU is required in the final application for all types of Horace Mann charter schools.

***Type B: Agreements with Staff***

The second type of MOU is with the school committee, the collective bargaining unit, and the proposed charter school board of trustees. The timeline and potential faculty vote vary by type of Horace Mann charter school.

The memoranda of understanding ensure that the proposed charter school, the school committee of the district in which the charter school is located, and the collective bargaining unit understand and agree to the relevant portions of the charter application. Collective bargaining employees continue to be members of the local collective bargaining unit; accrue seniority; and receive, at a minimum, the salary and benefits established by the local collective bargaining agreement. Employees may be exempt from specific provisions of the local collective bargaining agreement (including work rules) to the extent provided by the charter and the executed memorandum of understanding.

***Type A: Agreements with District***

The Memorandum of Understanding (MOU) between a charter school board of trustees and the school committee **must** include the following elements:

**A. General**

1. Provide the effective date and duration of the MOU.
2. Outline the procedures to be utilized for dispute resolution.
3. Articulate the process for amending the MOU.
4. Clarify the severability clauses, if any.
5. Articulate the structure for official communication between the Horace Mann charter school and the district.
6. Describe the coordination with and/or participation by the Horace Mann charter school in district leadership structures, curricular initiatives, review processes, professional development, or other programs, in accordance with the description of these areas in the charter application.
7. Be approved by the school’s board of trustees and the school committee.
8. Be signed by the chairperson of the school’s board of trustees and the school committee.

B. Budget/Funding/Budget Development & Management

1. The required deadline for submission of a budget request by the Horace Mann charter school, (CMR 603 1.07(1) requires no later than April 1).
2. The criteria to be used for determining the Horace Mann charter school’s annual budget allocation from the district. Specify the process for negotiating budget disagreements, and any formulas, financial reporting, enrollment and/or other data required to determine the amount.
3. The timeline for disbursement of funds to the Horace Mann charter school. Designation of whether the disbursement will be an annual lump sum deposited into an account controlled by the Horace Mann charter school or quarterly payments.
4. Describe the basis for calculating the district’s payment to the school.
5. Provide the dates when school district funds will be transferred into the school’s bank account.
6. The process for timely completion of the required independent audit for the Horace Mann.
7. Specify which party will apply for grants, particularly federal entitlements and if the district applies for these funds, specify how they will be disbursed to the charter school.
8. The fees or costs, if any, that may be levied against the Horace Mann charter school’s annual budget allocation for *Other Services* (see below) rendered on its behalf by the district.

C. Other Services

1. Provide specific information on the following areas and how the Horace Mann charter school’s budget will impacted or charged:
	1. ***Instruction:*** Specify what, if any instructional services will be provided by the district to the charter school.
	2. ***Professional Development:*** Specify what, if any, access to professional development resources of the district will be provided to the charter school.
	3. ***Nutrition:*** Specify what, if any, nutritional services will be provided by the district to the school, such as staffing, school lunch, and snacks. Specify also which party will apply for reimbursements.
	4. ***Special education; English language learners:*** Specify if district staff and services will be shared and the basis on which the Horace Mann charter school expects to provide these services. Describe who will identify, assess, and serve special student populations. Specify if the district can provide potential interim placements. If the district is not providing services, specify if the charter school will contract out for these services.
	5. ***Technology:*** Specify what, if any, district technology will be available to the charter school, including technical support and professional development.
	6. ***Athletics:*** Specify if the Horace Mann charter school students will be allowed to participate in district-sponsored athletic programs.
	7. ***Facilities:*** Specify what facility the district provides or how will it assist the Horace Mann charter school in securing an adequate educational facility for the school. Specify which party will be responsible for maintenance, utilities, capital improvements, etc. Please specify, what costs if any, the district will be responsible for if the charter school locates in a non-district facility.
	8. ***Transportation:*** Specify the basis on which the district will provide transportation to the Horace Mann charter school.

D. Financial Management

1. Which party is responsible for the following:
	* Procurement;
	* Administration of payroll and fringe benefits for both staff members who are part of collective bargaining units and those who are not; and
	* Responsibility for general financial management: accounts receivable, payable, etc.

**E. Enrollment & Data Submissions**

1. The basis on which students are enrolled in the school, in alignment with the charter school statute and regulations, the school’s approved enrollment policy, and the maximum enrollment for which the school was chartered.
2. Specify which entity is responsible for submission of SIMS data and other required data submissions to the Department, such as EPIMS.

F. Employee Status

1. Define the process that will be used to hire, evaluate, and if necessary, terminate, the Horace Mann charter school’s leader and how the Horace Mann charter school board of trustees and the superintendent of the district will interact in relation to evaluating the performance of the Horace Mann charter school leader.

***Type B: Agreements with Staff***

The following requirements apply for the different types of Horace Mann charter schools:

* Horace Mann I applicants must include a signed Type B final draft MOU with the final application.
* Horace Mann II applicants must include a draft of the Type B MOU with the final application and it must be approved by a majority of faculty at the school within 30 days of the submission of the final application. Because it is not clear who must sign an MOU for a Horace Mann II school that modifies provisions of a collective bargaining agreement, we encourage Horace Mann II applicants and school districts to consult their own legal counsel regarding any collective bargaining issues.
* Horace Mann III applicants must include a draft of the Type B MOU with the final application and the charter school’s board of trustees must negotiate with the collective bargaining unit and the school committee in good faith following the award of a charter. If an agreement is not reached at least 30 days before the scheduled opening, the charter school operates under the terms of its charter. We encourage Horace Mann III charter school applicants and school districts to consult their own legal counsel regarding any collective bargaining issues.

The Memorandum of Understanding (MOU) between a charter school board of trustees, the school committee, and the local collective bargaining unit **must** include the following elements:

A. General

1. Indicate, based on information included in the application, the details of any relevant waivers to the local collective bargaining agreement.
2. Provide the effective date and duration of the MOU.
3. Outline the procedures to be utilized for dispute resolution.
4. Articulate the process for amending the MOU.
5. Clarify the severability clauses, if any.
6. Must include signatories required to execute the MOU.

B. Employee Status

1. Outline the elements of collective bargaining agreements that are waived in accordance with information in the charter application.
2. Clarify the adjustments that will be made to work rules for members of collective bargaining units (processes and procedures for teacher placement, the teacher work schedule: including length of work day and year, expectations for professional development, etc.).
3. Explain the process for transferring existing teachers who do not volunteer to work at the Horace Mann charter school. (The charter school statute stipulates that “Upon approval of a Horace Mann charter school by the board of education, the superintendent of the school district where the Horace Mann charter school is to be located shall reassign, to the extent provided by the terms of its charter, any faculty member who wishes to be reassigned to another school located within said district” (MGL c. 71, § 89(x)).
4. Describe the process for evaluating members of the collective bargaining unit, in accordance with the description provided in the charter application.
5. Be clear about non-teaching staff; they are required to be members of the local collective bargaining unit if the positions they hold are covered in a collective bargaining agreement with the district. For example, custodial staff members in a school district are usually covered by a collective bargaining agreement with the school committee that remains in effect and covers staff at the charter school. If the MOU affects the terms of any collective bargaining agreement for non-teaching staff, that collective bargaining unit may need to sign the MOU.