



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1j

Meeting Date: September 26, 2019

Subject: Approve the Title I Nonprofit, Private School (NPS) Consortium
Memorandum of Understanding for Students Attending NPS 2019-2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department: State and Federal Programs

Recommendation: Approve the 2019-2022 Title I NPS Consortium Memorandum of Understanding

Background/Rationale: ESEA law requires that districts that receive Title I funds must provide equitable services to non-profit, private schools that wish to participate in the Title I program.

Each district is responsible for contacting non-profit, private schools in their district and neighboring districts and inviting them to participate in the Title I program. A participating school will receive Title I services based on the number of students at that school who live in the attendance area of district Title I funded public schools and are identified as “low Income” by a measure comparable to free/reduced lunch.

This MOU allows neighboring districts to share the responsibilities of consultation and providing Title I services to non-profit, private schools. This is extremely relevant when districts must provide services to students attending private schools in neighboring districts. Under the MOU, each district can design a program for any qualifying student regardless of their district of residence. The MOU allows districts to share required data, consultation decisions, and direct services to students and to invoice each other for Title I funding to cover the services provided.

Financial Considerations: For the 2019-20 school year, the District has project a total of \$231,844 in Title I funding for the required private school set aside.

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium Memorandum of Understanding for Students Attending Nonprofit Private Schools (NPS) School Years 2019-2022
2. MOU Considerations

Estimated Time of Presentation: N/A

Submitted by: Vincent Harris, Chief of Continuous Improvement and Accountability, and Kelley Odipo, Interim Director, State & Federal Programs

Approved by: Jorge A. Aguilar, Superintendent

**Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium
Memorandum of Understanding
For Students Attending Nonprofit Private Schools (NPS)
School Years 2019/20-2021/22**

In an effort to provide equitable services to Title I, Part A-eligible students enrolled in nonprofit private schools (NPS) in the region, school districts involved in the Sacramento Region 3 Title I NPS Consortium agree to cooperate according to this Memorandum of Understanding. School districts included in this Memorandum of Understanding are Elk Grove, Folsom-Cordova, Natomas, Robla, Sacramento City, San Juan, Twin Rivers, and Washington Unified. This Memorandum of Understanding does not apply to the identified school districts' other federal programs in which private schools may participate.

Notification to Nonprofit Private Schools

In the spring (March-May) of each school year, each Consortium district shall send a common invitation to participate in the Title I Program to all nonprofit private schools located within each districts' attendance boundaries. The Districts agree to specify within that letter a deadline for response from the nonprofit private schools. Nonprofit private schools that do not respond affirmatively by the specified date or that decline to participate will not be eligible to receive Title I funding or services until the next school year. Nonprofit private schools choosing to participate via timely response in the affirmative will be included as participating schools in the District's Consolidated Application to the California Department of Education. Nonprofit private schools choosing to participate will also be considered as participating schools with all other districts in this consortium. Nothing in this section precludes districts from sending letters to schools in contiguous districts/counties not in the consortium as required by Federal guidelines.

Definitions

District of Attendance: The district in which a nonprofit private school is located.

District of Residence: The district in which a nonprofit private school student is located.

Eligibility: Refers to students living within a Title I public school boundary, with family income qualifying through the Title I Family Income Survey. These "eligible" students generate the Title I budget for that nonprofit private school.

Qualified: Refers to students who live within a Title I public school boundary and, if below standard on the required measures, are able to be served in the Title I program while attending that nonprofit private school.

Student Eligibility and Services

If a Title I qualified student's District of Residence differs from the District of Attendance, the Consortium Districts shall communicate all pertinent information and ensure that the student receives appropriate services as outlined in the nonprofit private school Title I plan in the District of Attendance.

The District of Attendance shall consult with the nonprofit private school representative in the District of Attendance in planning the instructional program, and shall be responsible for the provision and monitoring of services to qualified students.

The District of Residence shall agree to the services for their qualified students chosen and provided by the District of Attendance.

The District of Residence shall provide payment at its own per student Title I allocation rate for each of its income eligible students as reported by the District of Attendance. The district of residence shall pay to the District of Attendance a 5% administration fee based on per-pupil participation as determined by eligibility count. Appropriate verification of addresses and income shall be provided as required.

As required by law, nonprofit private schools shall be administered as Title I Targeted Assistance Schools. Students qualified to receive Title I services shall be determined by criteria used by the District of Attendance.

Evaluation

The District of Attendance shall be responsible for the evaluation of Title I programs and services in nonprofit private schools and shall conduct appropriate assessments of student progress. Program assessment results shall be sent to the District of Residence and kept on file by both districts. Individual student assessments shall be kept at the school and made available for review as needed.

Term for MOU

The term of this Memorandum of Understanding shall be effective on July 1, 2019 and shall continue through June 30, 2022. Any school district participating in this Consortium may terminate participation by giving 30 days written notice of termination to the other parties thereto.

Signature Pages Attached

Separate signature pages from each participating district are attached to this document. The MOU is not valid unless all signature pages are attached.

Elk Grove Unified School District: Christopher R. Hoffman, Superintendent

Folsom-Cordova Unified School District: Dr. Sarah Koligian, Superintendent

Natomas Unified School District: Chris Evans, Superintendent

Robla School District: Ruben Reyes, Superintendent

Sacramento City Unified School District: Jorge Aguilar, Superintendent

San Juan Unified School District: Kent Kern, Superintendent

Twin Rivers Unified School District: Dr. Steven Martinez, Superintendent

Washington Unified School District: Linda Luna, Superintendent

**Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium
Memorandum of Understanding**

LETTER OF AGREEMENT

The Sacramento City Unified School District wishes to participate in the Consortium and agrees to comply with the *terms of this Memorandum of Understanding* for the 2019-2022 school years.

Jorge Aguilar
Superintendent, Sacramento City Unified School District

Date

MOU Considerations

NONPROFIT PRIVATE SCHOOLS

WITHOUT MOU	WITH MOU
<p>Districts send invitations to participate in their Title I programs to private schools in their own districts and adjacent outside districts.</p> <p>Districts must consult and implement Title I programs with all In-District and Outside-District private schools that accept the invitation to participate.</p> <p>Non-MOU districts will be responsible for consulting with private schools and implementing Title I programs in other districts. MOU districts will not provide services to students who reside in Non-MOU districts.</p>	<p>Districts sends invitations to participate in Title I programs to private schools in their districts (In-District) and to private schools in adjacent districts that are not members of the MOU (Non-MOU Districts).</p> <p>MOU districts consult and implement Title I programs for private schools within their own districts, invoicing other MOU districts for services based on the numbers of eligible low income resident students from MOU districts (if at least one Title I qualified resident student is served).</p>
<p>Districts of Residence are responsible for identifying all eligible (low income) and qualified (low achieving) students from In-District and Outside-District private schools accepting services.</p>	<p>Districts of Attendance are responsible for identifying eligible and qualified students from In-District private schools and any Outside-Non-MOU private schools.</p>
<p>Districts of Residence provide budgets and services directly to the Outside-District private schools after consultation and verification of eligible and qualified resident students.</p>	<p>Districts of Attendance provide budget and services to In-District private schools. Districts of Residence provide payment to the District of Attendance based on the number of their resident low-income students (when at least one resident student served).</p>