

OPERATIONS MEMORANDUM OF UNDERSTANDING
by and between
WASHINGTON UNIFIED SCHOOL DISTRICT
AND
SACRAMENTO VALLEY CHARTER SCHOOL

This Memorandum of Understanding ("MOU") is entered into by and between the Washington Unified School District ("District") and Sacramento Valley Charter School ("SVCS"), a California nonprofit public benefit corporation operating the Sacramento Valley Charter School ("Charter School") under the District's oversight. District and SVCS are collectively referred to herein as the "Parties."

I. RECITALS:

- A. District is a school district existing under the laws of the State of California.
- B. SVCS is a nonprofit, public benefit corporation that operates the Charter School in accordance with state and federal laws and under the oversight of the District. SVCS shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein, and where this MOU obligates Charter School to a particular course of action, SVCS is coextensively required to fulfill such obligation.
- C. The District is the authorizing entity of Charter School. Charter School's charter was last approved for renewal by the District's Board of Trustees for a five (5) year term commencing July 1, 2019 and running through June 30, 2024 ("Renewal Term").
- D. This MOU is intended to outline the agreement of SVCS, the Charter School, and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter School.
- E. The terms of this MOU are intended by both parties to become part of the standards and procedures set forth in the approved Charter School's Charter ("Charter"). To the extent the terms of this MOU is/are inconsistent with any terms of the Charter, this MOU shall control. In addition, if the Charter is silent on an issue addressed by this MOU, this MOU shall control. As such, any violation of this MOU by Charter School that also constitutes a ground for revocation per Education Code section 47607(c) will be treated and enforced by the District in the same manner as it would any other violation constituting a ground for revocation.

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II. AGREEMENT

1. Term

- 1.1 Along with the Charter, this MOU will govern the relationship between the District, SVCS, and Charter School regarding the operation of Charter School and the relationship of the District, SVCS and Charter School.
- 1.2 Any modification of this MOU must be in writing, executed by duly authorized representatives of both the District and SVCS, ratified by the respective Boards, and must indicate intent to modify or amend this MOU.
- 1.3 The duly authorized representative the Charter School is the Principal, or designee. As of the date of this MOU, this position is held by Amrik Singh.
- 1.4 The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of SVCS/Charter School directed to the Superintendent of the District, unless the Superintendent delegates this function to another representative of the District.
- 1.5 The term of this MOU shall be coterminous with the Renewal Term running from July 1, 2019 through June 30, 2024, unless earlier terminated in accordance with this MOU. By September 1, 2023, Charter School shall contact the District in writing regarding commencement of discussions regarding renewal of the MOU and/or Charter.
- 1.6 This MOU shall terminate automatically upon closure of Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
- 1.7 Any violation of this MOU by Charter School that also constitutes a ground for revocation per Education Code section 47607(c) will be treated and enforced by the District in the same manner as it would any other violation constituting a ground for regulation.

2. State Funding

- 2.1 Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental and concentration grants. Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education ("SBE") to implement LCFF. All information provided by Charter School shall be truthful and accurate.
- 2.2 Charter School shall comply with the requirements of law in developing its Local Control and Accountability Plan ("LCAP") including but not limited to:
 - (a) Consultation with teachers, principals, administrators, other school

- personnel, parents and pupils;
- (b) Provide notice of the opportunity to submit written communication, consider stakeholder input, and approve in public meetings brought in conformity with the Brown Act;
 - (c) Adopt LCAP concurrent with Charter School's budget, submit to District and post on website.
- 2.3 Charter School shall comply with all accountability measures including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:
- (a) SBE regulations including but not limited to all requirements "to increase and improve" services for targeted students.
 - (b) Obtain parent and public input in developing, revising, and updating LCAPs.
 - (c) Cooperate and comply with all requirements of the State Superintendent of Public Instruction ("SPI") if and/or when Charter School fails to show improvement across multiple subgroups in three out of four consecutive years as determined by SPI.
 - (d) Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- 2.4 Charter School shall comply with Common Core State Standards ("CCSS") requirements including any required State assessment systems, including, but not limited to, the California Assessment of Student Performance and Progress ("CAASPP") system.
- 2.5 Lottery funds. Charter School will be funded directly from the State through the Yolo County Treasurer and the Yolo County Office of Education for its share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
- 2.6 Charter School may be eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
- 2.7 Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651. Should the Yolo County Office of Education distribute such funds to the District rather than to the Charter School, District shall have no liability whatsoever for failure of the Charter School to timely receive its funding. Should Charter School's funding be misdirected to the District, the District will immediately transfer it to Charter School.
- 2.8 If the District applies for additional sources of funding in the form of grants or similar funding at the request of and for the benefit of Charter School, which it may do in its sole discretion, the District will receive a percentage of the funds to be allocated to Charter School. The District will charge the maximum indirect costs as allowed under law or as specified by the specific

funding source. Funds shall be allocated to Charter School on a prorated basis based on the formula that generates the funds, as negotiated between the Charter School and the District. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per-eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.

- 2.9 Charter School shall cooperate fully with the District in any applications, made at the request of and for the benefit of the Charter School, by the District on behalf of the students of Charter School.
- 2.10 Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
- 2.11 District shall annually transfer to Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.
- 2.12 Charter School agrees that all apportionment revenue obtained by SVCS for Charter School shall only be used to provide educational services and support consistent with its Charter, and shall not be used for purposes other than those consistent with or related to the approved Charter, this MOU or any authorized amendments. All expenditures shall be in accordance with applicable law.
- 2.13 If the Charter School applies for federal and/or state categorical program funding through the state's consolidated application, the Charter School shall at that time establish a school site council to develop and annually review a school plan for student achievement, unless the Charter School chooses to use its LCAP for this purpose. (Education Code 64000-64001, 65000-65001.)

3. Legal Relationship

- 3.1 The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. SVCS shall maintain its status in good standing with the Internal Revenue Service, and the State of California, shall operate in compliance with its Bylaws and the Charter, and shall further ensure that the Charter School, to the extent it is a legal entity separate from SVCS, operates in compliance with all applicable laws. Any failure of SVCS to operate in compliance with all applicable laws may be deemed a material violation of the Charter.
- 3.2 The SVCS Governing Board shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically within the constraints of Charter School's Charter and its annual budget. The District shall not be liable for the debts or obligations of SVCS and Charter School, for claims arising from the debts or obligations of SVCS and Charter School or for claims arising from the performance of acts, errors, or omissions by SVCS and Charter School, and SVCS agrees to indemnify the District against any such claims as set forth in the Charter and this Section if the District has complied with the oversight responsibilities required by law, including, but not limited to, those required by Education Code Sections 47604.32 and 47605(m).

- 3.3 Neither SVCS nor the Charter School shall enter into a contract or agreement to be operated by, as that term is defined in Education Code section 47604, any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the District.
- 3.4 Neither SVCS nor Charter School shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. SVCS/Charter School shall clearly indicate in writing to vendors and other entities and individuals outside the District with which or with whom SVCS/Charter School enters into a written agreement or contract over ten thousand dollars (\$10,000) that the obligations of SVCS/Charter School under such agreement or contract are solely the responsibility of SVCS/Charter School and are not the responsibility of the District.
- 3.5 In addition to the indemnification obligations contained in Exhibit A to the MOU, SVCS and Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, SVCS and Charter School's performance under this MOU or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by SVCS and Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of the negligence or intentional acts, of the District and/or District Personnel or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with SVCS and Charter School and/or its Personnel. This indemnification clause shall survive termination of this MOU.

4. **Compliance with Laws**

- 4.1 SVCS and Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Govt. Code, § 54950 et seq.), the California Public Records Act (Govt. Code, § 6250 et seq.), and conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act (Govt. Code, § 81000), and Government Code Section 1090 et seq., as well as applicable nonprofit public benefit corporation laws (Corp. Code, §5110 et seq.).
- 4.2 Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education

Act of 1965 (20 U.S.C.A. § 6301, et seq. as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), and agrees to take appropriate remedial action if notified by the District, State of California, and/or Office for Civil Rights ("OCR") or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing. Notwithstanding Education Code section 47610, the Charter School shall comply with the Education Code sections 49060 through 49079.

5. **Complaints**

- 5.1 Any formal, written complaints or concerns (including complaints filed with OCR, CDE, Equal Employment Opportunity Commission ("EEOC"), or Department of Fair Employment and Housing ("DFEH")) received by the Charter School about Charter School or any aspect of the operation of Charter School shall be forwarded to the District by the Charter School within five (5) business days of receiving the complaint. District may request that Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall cooperate fully with such requests from the District and promptly provide such information. Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq. The District retains the authority to investigate any complaints received by Charter School, in its sole discretion.

6. **Supervisory Oversight**

- 6.1 **Oversight Obligations:** Charter School and District agree that the "supervisory oversight" as used in Education Code section 47613 shall include the following:

- (a) Review and revision of this MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between SVCS, Charter School and the District.
- (b) All activities related to the charter revocation, renewal, and material revision processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.
- (e) Completion of the following duties under Education Code section 47604.32:

- (i) Identify at least one (1) District staff member as a contact person for the Charter School.
- (ii) Visiting Charter School at least annually.
- (iii) Ensure that Charter School complies with all reports required of charter schools by law.
- (iv) Monitor the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
- (v) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
- (vi) Any review of teacher credentials pursuant to Education Code section 47605(I).
- (vii) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
- (viii) Participation in the dispute resolution process described in the Charter.

6.2 Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.

6.3 **Oversight Fees.** Charter School shall pay the District one percent (1%) of Charter School's revenues to cover the actual cost of oversight. "Charter School revenue" means the amount received by the Charter School in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. The Charter School shall reserve within its budget one percent (1%) of the Revenue of the Charter School for District oversight costs. The District will invoice Charter School for this amount twice per fiscal year: (1) by January 31st for the preceding six month period July 1 – December 31 and (2) by July 31 for the preceding six month period January 1 – June 30. Amounts not paid within thirty (30) calendar days from the Charter School's receipt of the invoice may be deducted from the in-lieu-of property taxes, if any, otherwise due from the District to the Charter School.

7. **Student Data**

7.1 Charter School shall submit student enrollment projections for the next school year to the District by July 1 of each year. Any additional student data information with respect to Charter School shall be provided to the District within seven (7) business days of request by District personnel, or as otherwise deemed reasonable by the District and Charter School.

7.2 Charter School shall establish and maintain an attendance reporting calendar and maintain an attendance accounting system to record and account for Average Daily Attendance ("ADA"). Charter School shall maintain

contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the District within three (3) weeks of discovery of the need for making such an amendment. Charter School shall be responsible for reporting all necessary information for the California Basic Educational Data System ("CBEDS") and the California Longitudinal Pupil Achievement Data System ("CALPADS") to the CDE.

By electronic mail Charter School shall provide the District (Attention: Chief Business Official) with a monthly enrollment report, including all students enrolled in Charter School by grade level.

- 7.3 Charter School shall submit actual enrollment data to the District twice per year (at CBEDS in October and sometime in March) for all students enrolled in the Charter School. For each student the data shall identify: his/her school district of residence; the school in his/her district of residence where the student would otherwise be required to attend; whether he/she is socioeconomically disadvantaged, is designated as an English Learner, qualifies for special education or related services, and any other demographic data collected by the Charter School regarding the student.
- 7.4 Charter School hereby designates employees of the District as having a legitimate educational interest such that they are entitled access to education records, on an as needed basis, of the Charter School's students under FERPA and California Education Code 49076.
- 7.5 Charter School's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated; all updates shall be specifically identified for ease of reference and review.
- 7.6 SVCS or Charter School shall inform the student's school district of residence in writing within thirty (30) calendar days of any student who ceases attendance at the Charter School, the date the student was disenrolled, and the reason for disenrollment (if known).

8. **Personnel Data/Credential Data/Criminal Background Check Data**

- 8.1 Staffing data described in this paragraph shall be available to the District upon request. Teacher credentials, clearances, and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. SVCS, to the degree permissible by law, will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment. Throughout the term of the Charter and this MOU, SVCS shall ensure that all Charter School employees and volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and any contractors/vendors whose duties will require more than limited contact with Charter School students, will comply with the criminal background check and fingerprinting requirements of Education Code sections 44237 and 45125.1.

- 8.2 SVCS shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code section 44030.5.

9. **Budget/Financial Data**

9.1 **Cash Flow Data/Long-term Debt.**

Charter School agrees that all loans or other financial commitments by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter School shall provide the District with not less than thirty (30) calendar days' advance notice of Charter School's governing board action to incur short term debt for cash flow purposes or long term debt beyond five (5) years on behalf of, or for the benefit of, Charter School. The Charter School agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the Charter School's current operating budget and its multiyear financial plan. Notwithstanding the foregoing, in the event the Charter School deems it necessary to incur short-term debt in fewer than thirty (30) calendar days, the Charter School shall provide notice to the District within one (1) business day.

9.2 **Financial Data.**

- (a) Bank account reconciliations for Charter School will be the responsibility of SVCS.
- (b) SVCS shall annually prepare and submit the following information to the District (Attention: District Chief Business Official) regarding Charter School operated by SVCS:
 - (i) On or before July 1st, a preliminary budget approved by the SVCS Board for the upcoming fiscal year. The preliminary budget shall include all key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents;
 - (ii) Annual LCAP update on or before July 1;
 - (iii) A revised budget no later than forty-five (45) calendar days after the Governor signs the State's budget for the fiscal year if the State's budget included material changes from the Governor's May Revise;
 - (iv) First interim financial report on or before December 15, displaying the financial status of the Charter School as of October 31;

- (v) Second interim financial report on or before March 15, displaying the financial status of the Charter School as of January 31;
- (vi) Final unaudited report for the full prior year on or before September 15.
- (c) For fiscal year 2019-20 and each fiscal year thereafter during the term of this MOU, Charter School shall provide to the District budgets at the preliminary budget, and the first and second interim report deadlines specified above in Section 9.2(b), that reflects the then current budgets and actual spending, including any deficit spending.
- (d) Copies of budget revisions shall be provided to the District within two (2) weeks from approval by SVCS's Board of Directors.
- (e) SVCS shall submit to the District a copy of the Form 990 for SVCS within ten (10) business days of filing each year.
- (f) In accordance with Education Code section 47604.3, SVCS shall promptly respond to reasonable inquiries from the District and respond with additional information regarding its financial records, upon written request of the District.
- (g) A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District on an annual basis. Updates shall be specifically noted for ease of reference and review.
- (h) The Charter School will provide cash flow reports and copies of bank account statements, and cash reconciliations to general ledger to the District upon request.
- (i) The District reserves the right to request additional Charter School financial information and inspect Charter School financial records if District officials, in their sole discretion, deem such information necessary to perform State required financial oversight responsibilities. Such requests will be made in writing and reasonable timeframes will be established to allow the Charter School to produce such additional financial information.

9.3 Fiscal Services/Back Office Services Provider.

- (a) The District and Charter School agree that the District shall not be required to act as the fiscal agent for Charter School. It is understood that, as between the District and the Charter School, Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms.
- (b) In the event that the Charter School utilizes the services of a third party back office services provider as part of its structure or operations, Charter School shall:

- (i) Provide the District with the name and contact information of the back office services provider, and the contract with the provider, and notify the District within seven (7) business days regarding any changes to such information and when Charter School changes its back office service provider.
- (ii) Ensure the District has access to all records of the Charter School in the possession of the back office services provider and that all such records are available for review by the District at any time.
- (iii) Ensure that its back office services provider promptly responds to all reasonable inquiries from the District, which shall be routed through the Charter School, regarding the Charter School's records in the back office service provider's possession, including financial records, and ensure that its back office services provider shall agree to consult with the District regarding such inquiries.

9.4 Minimum Reserve.

SVCS on behalf of Charter School agrees to maintain, at all times a minimum reserve of five percent (5%) of the annual expenditures of Charter School. If the Charter School anticipates the need to maintain a lesser minimum reserve amount, it shall provide a written explanation to the District. Falling below this reserve, provided notice has been given pursuant to this term, shall not be deemed a material violation of this agreement or the charter.

9.5 Financial Audit.

- (a) SVCS shall cause to be prepared an annual audit of the financial transactions of the Charter School each year pursuant to the terms specified in the Charter and this MOU. SVCS shall retain an independent auditor certified to audit public charter schools ("Auditor") in the State of California and shall be conducted in accordance with generally accepted auditing standards. The annual audit will be completed by December 15th following the close of each school year and shall be provided to the Charter School's board of directors, the District and its Board and any other agencies required by statute, on or before December 15 of each year. The SVCS audit report may be consolidated with supplemental schedules that show the breakdown between SVCS and all of the other entities SVCS controls, if applicable. Any negative findings or exceptions shall be resolved to the satisfaction of the District and in accordance with a timeline submitted by SVCS and approved by the District.
- (b) In accordance with and in addition to the Charter School's obligation to promptly respond to all reasonable inquiries as required by Education Code section 47604.3, the Charter School shall notify the District within three (3) business days in writing of any request for special audits, information, or an investigation by any federal, state or local government agency, or a grand jury. The Charter School shall provide District with any and all requested information, audit or inquiry, as the

District, in its sole discretion, may request. The Charter School shall at all times keep the District fully informed regarding all aspects of any such inquiry, investigation or audit and shall provide the District ample notice of any meetings, conferences, or discussions, related to an inquiry, investigation, or audit, so that the District has a timely opportunity to attend if desired. The District shall at all times have full access to any conclusions, findings, or reports related to any inquiry, investigation or audit.

10. **Governance Data / Board Meeting Information**

10.1 **SVCS Board of Directors Meetings.**

- (a) Copies of meeting agendas for meetings of the SVCS Governing Board shall be posted at the Charter School facility and on its website in accordance with the Brown Act.
- (b) Copies of SVCS Board meeting agenda packet materials/documents shall be posted on the Charter School's website and made available at the Charter School's facility.
- (c) Charter School shall provide the District with prior notification of all meetings of the SVCS Board, and provide District with electronic copies of Board meeting agenda packet materials and documents at the time of posting; such notification is deemed to be made when the agenda is posted on the website.
- (d) Copies of SVCS Board meeting minutes shall be posted on the Charter Schools website after approval by the SVCS Board, and electronic copies of SVCS Board meeting minutes shall be provided to the District within three (3) business days of approval by the SVCS Board.
- (e) SVCS shall establish an annual calendar listing the dates of its regular Board meetings and identify the location of those meetings so that members of the public are able to attend the meeting in person, if desired. Regardless of the specific location, SVCS will ensure that all meetings are accessible to the public and may be attended in person if desired at a location within the boundaries of the District.

10.2 Charter School shall annually (by September 1 of each year) send to the District a list of the SVCS Board directors and officers, including email addresses and phone numbers. Charter School shall provide the District with written notice of any change in the composition of these directors and officers within five (5) business days of any such change(s).

10.3 **Bylaws/Articles of Incorporation.** Charter School shall promptly provide the District with all subsequent amendments to the SVCS Board of Directors Bylaws and/or Articles of Incorporation.

10.4 SVCS agrees to take active efforts to recruit and consider parent candidates to fill future SVCS Board of Directors vacancies as they arise. During its annual programmatic audit presentation (Section 14 of this MOU), SVCS will report to the District the efforts SVCS and the SVCS Board's Nominations

Committee have taken to recruit parent candidates to the Board and the status of any Board composition change(s) to include a parent or parents on the SVCS Board.

11. **Personnel Policies**

- 11.1 A copy of SVCS personnel and payroll policies shall be provided to the District by September 1, 2019, and within ten (10) business days from any subsequent amendment.

12. **Health and Safety Plan**

- 12.1 Charter School shall maintain clear student safety policies that are adequate to maintain safety for Charter School's students. A copy of the SVCS or Charter School's Health and Safety related plans, policies, and/or handbooks will be maintained by the Charter School and shall be provided to the District by September 1, 2019, and within ten (10) business days from any subsequent amendment.

13. **Child Abuse Mandated Reporting**

- 13.1 Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code section 11164 et seq.), including the child abuse and neglect identification and reporting mandated reporter training requirement.

14. **Programmatic/Performance Audit**

- 14.1 Charter School shall prepare an annual performance review and present the review to the District Board of Trustees at a public meeting of the Board on or about March 1 each year, the specific date to be mutually agreed between District and Charter School. The performance review report shall, at a minimum, include all of the following data:

- (a) A review of budget and financial status, including discussion of any debt incurred by SVCS on behalf of the Charter School;
- (b) A discussion of the educational program being delivered at the Charter School;
- (c) Summary data showing student progress toward the goals and outcomes specified in the Charter from assessment instruments and techniques listed in the Charter, and in documentation provided to the District per this MOU. The data presented will compare academic performance data (including CAASPP testing results) of Charter School's students with the District school sites and other school district public schools that the Charter School's students would otherwise have been required to attend based on their residence and will be displayed on both a school-wide basis and disaggregated by categories of numerically significant subgroups served by the Charter School, including socio-economic status, English learner status, and/or disability. Charter School shall meet with the District's Education Services Department personnel to identify which District school sites

and other school district public schools will be included in the comparison schools data analysis.

- (d) A list of the number of staff working at the Charter School and their qualifications;
- (e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number of students who are no longer enrolled, including the reason and date of their disenrollment, if known;
- (f) A report on the racial and ethnic balance of the Charter School, including what procedures and efforts the Charter School is implementing to achieve a racial and ethnic balance among its students reflective of the general population residing within the territorial jurisdiction of the District, and the progress made towards achieving that balance. Such procedures shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and tracked, and how the progress the Charter School has made towards achieving the balance is monitored/tracked.
- (g) Data regarding student discipline, expulsion and any disenrollment including the basis for any disenrollment;
- (h) Analysis of the effectiveness of Charter School's internal and external dispute mechanisms and data on the number and resolution of written, formal disputes and complaints; as well as any updates on the Charter School's operations;
- (i) A copy of the Charter School's current health and safety related plans, policies, and/or handbooks (including all those identified in the Charter) to the District.

15. Financial Controls

- 15.1 SVCS shall adopt and meet appropriate and generally accepted accounting principles, in conformity with accounting for not-for profit entities as promulgated by the Financial Accounting Standards Board ("FASB"), and shall ensure that: (1) expenditures are in accord with SVCS Board policies, and SVCS Board adopted budgets and interim forecasts; (2) the Charter School's funds held and managed (including appropriate expenditure authorizations and other internal controls) in a manner that provides a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, Yolo County Office of Education and California Department of Education. All reporting will first be made through the District.
- 15.2 SVCS shall maintain fiscal and internal controls, cash handling controls, and expenditure controls to ensure that Charter School meets all requirements of GAAP, the K-12 Audit Guide and SVCS Board policies.

16. **Instructional Materials**

- 16.1 A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District within three (3) business days of receipt of a written request from the District.

17. **Response to Requests**

- 17.1 Pursuant to Education Code section 47604.3, Charter School shall promptly respond and provide any such other documents, data and reports as may be reasonably requested by the District.

18. **Administrative Services**

- 18.1 SVCS has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services. Charter School shall provide the District with a copy of the contract entered into with any third party administrative services provider. If SVCS or Charter School purchases services from a third party it shall ensure that the District is able to access all information regarding Charter School maintained by the third party service provider.

19. **Special Education**

- 19.1 The roles and responsibilities of the parties related to the provision of special education services for Charter School students is outlined in Exhibit A hereto, which is incorporated by reference into this MOU as though set forth fully herein.

20. **Student Withdrawal**

- 20.1 Except as provided in Exhibit A for special education students, if a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the District and the superintendent of the school district of the pupil's last known address (if different from the District) within 30 days, and shall, upon request, provide that school district a copy of the cumulative record of the pupil, including reports cards or a transcript of grades and health information.

- 21.2 No student may be involuntarily disenrolled or dismissed from the Charter School for any reason without compliance with the Charter and applicable law.

21. **Non-discrimination**

- 21.1 Charter School shall not discriminate against any student at any time, including during the pre-enrollment admission process and/or while enrolled in the Charter School, based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status. (Ed. Code, § 47605(d).)

- 21.2 On an annual basis Charter School will evaluate and identify schoolsite and community resources for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils, as well as strategies to increase support for LGBTQ pupils and thereby improve overall school climate.

22. **Insurance**

- 22.1 Charter School shall obtain its own insurance coverage to cover the operations of Charter School and shall supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of Charter School subject to District agreement to such change. It is understood that Charter School is a separate school from the District and Charter School is afforded no coverage under any District policy. The District shall be an additional insured on all Charter School policies, and Charter School insurance is to be primary and any insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Charter School's insurance and shall not contribute to such coverage(s).

- (a) **General Liability.** Charter School, at its expense, shall procure and maintain throughout the term of this MOU General Liability insurance with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of Charter School hereunder. Insurance shall include coverage for claims against Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability.
- (b) **Automobile.** Charter School, at its expense, shall procure and maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$10,000,000 for any injuries to persons (including death therefrom) and property damage in connection with Charter School's activities under the Charter and this MOU.
- (c) **Workers' Compensation.** Charter School, at its expense, shall procure and maintain, for the duration of this MOU, Workers' Compensation insurance against claims for injuries to Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.
- (d) **Professional Liability.** Charter School, and its expense, shall procure and maintain Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000) each occurrence.

- 22.2 **Evidence of Insurance.** Annually on or before September 1st, Charter School shall provide the District with a current copy of all the above-listed insurance policies, showing coverage limits, and specifying that the District is named as

an additional insured on the liability policy. Charter School shall provide written notice to the District in the event that any policy of insurance is changed, cancelled, revoked or otherwise no longer in force and effect.

Should insurance expire or lapse for any reason, the Charter School shall immediately inform District, and Charter School shall not operate unless and until full coverage as set forth in this Section 22 is reinstated. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.

- 22.3 The Charter School's General Liability and Automobile Liability policies shall name as additional insured/additional covered party, by way of separate endorsement, the District, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by Charter School under this MOU, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.
- 22.4 District is not responsible for real or personal property losses suffered by Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by Charter School.
- 22.5 If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three (3) years following termination or revocation of the Charter or extend the period for reporting claims for three (3) years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
- 22.6 Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the carrier or its representative in the investigation and defense of a claim.

23. **Risk Management**

- 23.1 SVCS and Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies shall be provided by Charter School to the District no later than September 1st annually.
- 23.2 Charter School shall follow established guidelines applicable to charter schools and consistent with Charter School's Charter, employment agreements, and personnel policies in regards to termination of employees, handling sexual harassment complaints and conducting business in a nondiscriminatory

manner and must comply with applicable local, state and federal laws and regulations.

- 23.3 If Charter School decides to use the services of independent contractors rather than hiring employees, Charter School shall be responsible for properly risk managing those activities. Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed by the Internal Revenue Service.
- 23.4 Charter School shall follow safety guidelines mandated in their insurance policy agreement. Charter School shall agree to a bi-annual risk management audit, at its own expense, to verify compliance with safety guidelines. Such audit shall be provided to the District within two (2) weeks of receipt by Charter School. This requirement shall be satisfied by bi-annual inspection by the school's insurance provider (currently CharterSAFE), insurance provider of the owner of the facilities utilized by the Charter School and/or by the West Sacramento Fire Department.

24. **Facilities**

- 24.1 Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Charter School shall conduct fire drills regularly and shall maintain records of such drills. Charter School must be located within the District's boundaries and may not establish an additional site or facility without seeking material revision of its Charter document from the District's Board.
- 24.2 Charter School is housed in a facility independent of the District. When Charter School allows its facilities to be used by the public, as a minimum, Charter School shall require that all users provide a certificate of insurance with acceptable liability limits, depending upon the nature of the activity, and a written agreement by the user group to defend, indemnify and hold harmless Charter School and the District as the oversight agent from any and all losses which may occur, however caused, as a result of the user group's use of the facility.
- 24.3 The District shall retain the ability to conduct inspections of Charter School's facilities and equipment pursuant to established risk management guidelines. Defective or dangerous conditions discovered through these inspections must be promptly corrected by Charter School at its own expense. Charter School is required to complete quarterly safety inspections. These inspections must be maintained in a log book. Inspection by a certified third party as identified in Section 23.4 must be performed at least bi-annually. Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection.

25. **Human Resources Management**

- 25.1 All staff working at Charter School are employees of SVCS. SVCS shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees working at Charter School.
- 25.2 Charter School agrees to comply with all applicable state and federal statutory and regulatory requirements for teachers and paraprofessionals used for instructional support. Charter School will maintain documentation on file of its core teachers' credentials and promptly provide such documentation to the District for inspection upon request.

26. **Transportation/Field Trips**

- 26.1 All transportation services, if offered by Charter School, will be provided by Charter School, including transportation for field trips.
- 26.2 Charter School shall obtain parent or legal guardian permission for all voluntary off-campus field trips, excursions or extracurricular activities. An Assumption of Risk Form shall be signed by all parents/legal guardians. The release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the District. Student participants twelve years of age or older shall also sign an Assumption of the Risk Form.
- 26.3 Charter School employees and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license to Charter School prior to driving on Charter School business or activities. Drivers must be at least 21 years old.
- 26.4 Charter School shall develop and maintain a transportation safety plan consistent with the requirements of Education Code section 39831.3. A copy of the Charter School's transportation safety plan shall be provided to the District by September 1, 2019, and within ten (10) business days from any subsequent amendment.

27. **Educational Program**

- 27.1 Charter School's calendar shall be submitted to the District annually on or before September 1 for review and verification of compliance with instructional day and minutes requirements. Updates to the calendar shall be provided to the District within ten (10) calendar days of any changes.
- 27.2 Charter School shall meet or pursue all applicable accountability provisions under state and federal law.
- 27.3 SVCS will not "opt-in" to participate in the *Williams* Settlement.

28. **Renewal**

The parties recognize that Charter School will be required to meet the requirements of law as a condition for renewal. If Charter School intends to apply for a renewal of its charter, it must submit its petition no later than

December 31, 2023, or as otherwise agreed by the parties. The petition must satisfy all legal criteria and evidence that the Charter has operated in full compliance with the law, the Charter and this MOU in order to be renewed. Every renewal petition must, at a minimum, include a demonstration of Charter School's compliance with academic renewal criteria, and must address any changes in the law that have occurred since the Charter School's last approval. The Petition shall be redlined to show all edits made to the Petition since the last version approved by the District.

29. **Notifications**

29.1 All notices, requests and other communications (collectively "Notices") under this agreement given to or by the Parties shall be in writing. Except as may otherwise be specified in this MOU, all Notices from SVCS/Charter School to the District shall be in writing and shall be delivered by electronic mail and hard copy delivery during business hours (personally, registered, certified, or express mail, return receipt requested, or prepaid courier service) to the attention of the individuals at the addresses set forth below. Either party may change the address to which notices shall be sent by written notice as provided in this paragraph. Such notices and communications shall be deemed received as follows:

- a. In the case of personal delivery, the day of actual receipt;
- b. In the case of express mail or delivery by courier services, the day designated for delivery;
- c. In the case of registered or certified mail, five (5) days after deposit in the mail; and
- d. In the case of facsimile, the date upon which the transmitting party received confirmation of receipt by facsimile, telephone, or otherwise;
- e. In the case of electronic mail, the date upon which the recipient's server acknowledges the e-mail has been read by the recipient or the recipient otherwise confirms receipt by return e-mail.

Unless otherwise stated herein, all notices, requests and other communication under this MOU shall be directed to the following:

If to the District: Washington Unified School District
Attention:
Superintendent and Chief Business Official
930 Westacre Rd
West Sacramento, CA 95691
Fax: 916-375-7619
Email: lluna@wusd.k12.ca.us
cmountbenites@wusd.k12.ca.us

If to Charter: Sacramento Valley Charter School
Attention:
Principal
2399 Sellers Way
West Sacramento, CA 95691
Fax: (916) 372-7249
Email: asingh@sacvalleycharter.org

30. **Provision of Documents**

- 30.1 With both parties understanding that some state, federal and county documents directed toward Charter School may be mailed to the District, the District agrees to pass on such documents and forms to Charter School in a timely manner, so it may complete its legal obligations. Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the Internet on its own.

31. **Reimbursement of Mandated Costs**

- 31.1 Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

32. **Miscellaneous**

- 32.1 *Non-Assignment.* Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

The replacement of SVCS with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.

- 32.2 *Severability.* If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

- 32.3 *Amendments.* This MOU may be amended or modified, in whole or in part, only by mutual written agreement of the Parties.

- 32.4 *Independent Entities.* The Parties intend that the relationship between SVCS/Charter School, and the District are separate legal entities. No agent, employee or servant of SVCS or 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. SVCS and Charter School will be solely and entirely responsible for its acts and for the acts of their agents, employees, servants and subcontractors.

- 32.5 *Venue.* The validity of this MOU and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the state of California, and venue shall lie only in Yolo County.

- 32.6 *Interpretation.* The language of this MOU shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, the Parties shall be treated as equally responsible for such ambiguity.

- 32.7 *Entire Agreement.* This MOU is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as

the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties acknowledge that no one has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this MOU, and that this MOU is not executed in reliance upon any such promise, representation, or warranty.

32.8 **Binding Effect.** This MOU is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in this MOU.

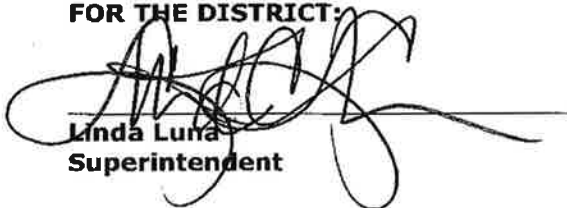
32.9 **Authority.** Each person below warrants and guarantees that she/he is legally authorized to execute this MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this MOU subject to ratification by the Parties respective governing boards.

32.10 **Counterparts.** This MOU may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages that are photocopied, or transmitted by facsimile or electronic mail shall have the same force and effect as signature of the original.

32.11 **Subject to Ratification.** This entire MOU is subject to the approval/ratification of both the District's Board and the SVCS Board of Directors.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this MOU as of the dates shown below.

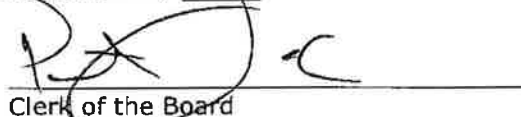
FOR THE DISTRICT:


Linda Luna
Superintendent

Dated: 5/23/19

Approved and ratified this 23rd day of May 2019, by the Board of Trustees of the Washington Unified School District by the following vote:

AYES: 4
NOES: 0
Abstentions: 1


Clerk of the Board

FOR SVCS/CHARTER SCHOOL:


Dr. Amrik Singh
Principal

Dated: _____

Approved and ratified this _____ day of _____, 20____, by the Board of Directors of Sacramento Valley Charter School, by the following vote:

AYES: _____
NOES: _____
Abstentions: _____

Secretary

the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties acknowledge that no one has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this MOU, and that this MOU is not executed in reliance upon any such promise, representation, or warranty.

- 32.8 *Binding Effect.* This MOU is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in this MOU.
- 32.9 *Authority.* Each person below warrants and guarantees that she/he is legally authorized to execute this MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this MOU subject to ratification by the Parties respective governing boards.
- 32.10 *Counterparts.* This MOU may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages that are photocopied, or transmitted by facsimile or electronic mail shall have the same force and effect as signature of the original.
- 32.11 *Subject to Ratification.* This entire MOU is subject to the approval/ratification of both the District's Board and the SVCS Board of Directors.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this MOU as of the dates shown below.

FOR THE DISTRICT:

Linda Luna
Superintendent

Dated: _____

Approved and ratified this ____ day of _____, 20__, by the Board of Trustees of the Washington Unified School District by the following vote:

AYES: _____
NOES: _____
Abstentions: _____

Clerk of the Board

FOR SVCS/CHARTER SCHOOL:

Dr. Amrik Singh
Principal

Dated: 5/8/2019

Approved and ratified this 8th day of May, 2019, by the Board of Directors of Sacramento Valley Charter School, by the following vote:

AYES: 3
NOES: 0
Abstentions: 0

Secretary

EXHIBIT A
SPECIAL EDUCATION TERMS

This Exhibit "A" is an attachment to the Operations Memorandum of Understanding ("MOU") by and between Washington Unified School District ("District") and Sacramento Valley Charter School, Inc. ("SVCS") regarding Sacramento Valley Charter School ("Charter School").

I. INTRODUCTION

- A. This Exhibit A is intended to describe the respective fiscal and administrative roles and responsibilities, the parties' legal relationship, and the operation of the Charter School, with regard to special education only.
- B. For as long as Charter School remains a school of the District pursuant to Education Code section 47641, subdivision (a), for purposes of compliance with federal and state special education laws, Section II of this Exhibit A shall govern.
- C. Should Charter School become its own local educational agency ("LEA") member of a SELPA pursuant to Education Code section 47674, subdivision (b), the parties agree that Section III of this Exhibit A will govern and Section II will no longer be operative.

II. SPECIAL EDUCATION SERVICES - SCHOOL OF THE DISTRICT

- A. Pursuant to Education Code section 47641, subdivision (b), Charter School is a school of the District for purposes of compliance with federal and state special education laws, including the Individuals with Disabilities Education Act ("IDEA"). The District is a member of the Yolo County Special Education Local Plan Area ("SELPA"). Until the time the Charter School is operating as its own LEA member of a SELPA, the following provisions in this Section II govern the provision of special education services to Charter School students and funding therefor.
- B. IDEA. The District and Charter School shall comply with the Individuals with Disabilities Education Act and State special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to enroll and/or enrolled at the Charter School.
- C. FAPE. The District and Charter School shall ensure that all students with disabilities who attend Charter School are provided a free and appropriate public education ("FAPE") in compliance with all applicable laws and regulations including the IDEA (20 U.S.C. §§ 1400 et seq.) and California Education Code §§ 56000, et seq., and their implementing regulations and in the same manner as provided to any other students of the District.

The Charter School shall inform parents of their right to access the full continuum of services, including special day class, nonpublic school, or residential care while enrolled at the Charter School, and work with the District to provide those programs and services to students eligible for such who are seeking to enroll or enrolled in the Charter School, as required by state and federal law and each students' respective IEP as outlined in this MOU and in the same manner as provided to any other students in the District.

- D. Non-Discrimination. Charter School shall ensure that no student otherwise eligible to enroll in Charter School will be denied admission or enrollment to Charter School due to his/her special education status or disability, or due to Charter School's inability to provide necessary services. (Ed. Code § 47605(d)(1).) Charter School shall ensure that no qualified student with a disability is excluded from participation, denied the benefits of, exited from, or otherwise subjected to discrimination under any program of Charter School, on the basis of his/her disability.

Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to encourage, persuade, and/or cause the parents/guardians of any student with an Individualized Education Program ("IEP") seeking to enroll in the Charter School, to agree to a different level of services other than that specified in the student's IEP.

Charter School shall ensure a continuum of services/placement is available to meet the needs of students with disabilities and shall not deny enrollment nor require a student to exit Charter School if the provision FAPE requires a more intensive level of support, such as special day class, nonpublic school, or residential care.

- E. District and SELPA Policy. The Charter School shall comply with all District and SELPA policies, procedures and other requirements regarding special education. Charter School shall work with the District to obtain all District and SELPA Policies, Procedures and Forms regarding special education. At least annually, and as further required by District, Charter School shall be responsible for reviewing pertinent information from the Policies, Procedures, and Forms with all Charter School staff at one or more staff meetings, including explanation of any updates or revisions thereto. Charter School will collaborate with District special education staff in developing its staff training and may request their assistance in preparing for the training. Charter School will bear the full cost of District Office staff assigned to assist Charter School with special education staff training. Charter School, however, shall be solely responsible for preparation of materials, for conducting their staff review annually, and ensuring Charter School staff understands the Policies, Procedures and Forms. Charter School shall provide copies of sign in sheets from staff meetings where Policies, Procedures and Forms related to special education are reviewed to the District's Director of Special Education.
- F. Forms and Records. The Charter School will cooperate and assist the District as requested with providing for and/or entering information in the Special Education Information System ("SEIS") in accordance with District policies and procedures in the same manner as any other school of the District. The Charter School will maintain all special education records and provide copies to the District upon request. Charter School will be responsible for all costs related to the SEIS access and Charter School student special education records maintenance.
- G. Attendance Accounting and Reports: The Charter School shall keep daily attendance for each student, including special education students, and shall report and certify such attendance. Upon request by the District, the Charter School shall provide any required reports concerning special education students, including discipline data, alternative assessment and other reports maintained by the Charter School. The Charter School will submit to the District all required

reports in a timely manner as necessary to comply with state and federal requirements.

- H. Public School for the District for Purposes of Special Education. The Charter School and the District intend that the Charter School will be treated as any other public school in the District with respect to the provision of special education services, including the allocation of resources and duties between on-site staff and resources and the District staff and resources. The District and the Charter School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Program development and modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.
- I. Division and Coordination of Responsibility. Charter School and District intend to jointly and collaboratively ensure that all Charter School students entitled to special education services will receive those services appropriately. Nothing in this MOU shall relieve Charter School from performing reasonable and appropriate support services as required by the District in the same manner as any other school of the District and as described in this MOU to assist the District in ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction services in accordance with all applicable statutes.

The District acknowledges that, as the LEA, it is obligated to provide special education services in compliance with the Individuals with Disabilities Education Improvement Act and State special education laws to eligible Charter School students to the same extent as it provides special education services to eligible students at District schools. Charter School acknowledges it is obligated to cooperate with and assist the District in ensuring that eligible Charter School students receive the special education services to which they are entitled. Special education services will be offered at Charter School or elsewhere based upon each student's IEP and in the least restrictive environment. All special education services provided to Charter School students beyond the services to be performed by general education personnel and/or the type provided by general school site administrators at District operated schools, will be performed by employees, consultants, and/or other representatives of the District. The District will be solely responsible for hiring and directing the individuals or entities to provide such special education services to Charter School students. If needed due to limited special education staff, District may seek out contracts with other school districts, companies or organizations to serve Charter School students.

Representatives from Charter School and the District shall meet annually to ensure a common understanding of the allocation of responsibilities.

- J. Pre-Referral Process and Interventions. Charter School shall implement a process (e.g., Student Study Team) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions are utilized and exhausted before Charter School refers the student for a special education evaluation. Charter School understands that

this process, and any interventions employed prior to a referral for special education evaluation are general education functions that are Charter School's sole responsibility. This pre-referral process shall not prevent Charter School from forwarding parent/guardian requests for assessment to the District as required by this MOU.

- K. Child Find ("Search and Serve" Notices). Charter School shall include a notice at the beginning of the school year and at each semester/trimester in a publication to parents/guardians of Charter School students notifying them of Charter School's responsibility to "search and serve" students who need or are believed to need special education services. The text of the notice shall be given to the District prior to the beginning of each school year by Charter School and the District's Director of Special Education, or designee, shall be the named contacts for parents of Charter School students inquiring about special education evaluation, eligibility, and/or services. Each semester/trimester, Charter School shall notify the District's Director of Special Education, or designee, of all regular education students that either required interventions beyond Charter School's regular programming or were placed on modified curriculum at Charter School.
- L. Identification and Referral: The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and where appropriate utilized.

The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools.

- M. Assessment. The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments or agree to or refer any of its students to independent educational evaluations without prior written approval of the District. Charter School shall immediately (within one (1) business day of receipt) forward by email any parent/guardian requests for assessment it receives to the District. If a parent/guardian communicates to Charter School their refusal to consent to an assessment or reassessment plan that has been generated by the District, then Charter School shall immediately (within one (1) business day of receipt) notify the District in writing (by email okay), so that the District in consultation with Charter School can determine whether any additional

action is necessary with respect to initial assessment or reassessment, such as, but not limited to, filing a request for due process consistent with the terms of this MOU.

- N. Individualized Education Program. Decisions regarding initial determination, or change in eligibility, areas of need, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team. IEP team membership shall be in compliance with State and federal law and shall include the designated representative(s) of Charter School (or designee) and the designated representative(s) of the District (or designee).

The Charter School shall not require students to modify their IEP to align to the services offered on site at the Charter School and shall not require a student to exit or disenroll from the Charter School and enroll with the District if provision of FAPE requires a more intensive level of support such as special day class, nonpublic school, or residential care.

Charter School shall ensure: (1) that all Charter School teachers and staff who provide services to a student with a disability are knowledgeable of the content of the student's IEP and implement the IEP appropriately; (2) that each student's IEP is understood and fully implemented by Charter School staff who work with the student, including all accommodations, modifications, supports for instruction, goals and objectives, data collection and progress reporting; and (3) that Charter School staff working with students with disabilities are monitoring and reporting progress towards IEP goals that are the responsibility of Charter School staff in the same interval as progress is reported to general education students.

- O. IEP Meetings. Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. Charter School shall cooperate and coordinate with the District in scheduling IEP meetings. The Charter School shall be responsible for having in attendance at all IEP meetings, the designated representative of the Charter School and Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student, and shall not conduct any IEP meeting without the attendance of a designated District representative.
- P. Enrollment and Interim Placements for Students Transferring Into the Charter School. Charter School shall notify the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) of students seeking to enroll who are eligible for special education or have an existing IEP, prior to their enrollment in Charter School. The Charter School shall adopt registration forms to be provided after the student has applied and been accepted to the Charter School that include questions about whether the student is currently receiving or has ever received any type of special services (e.g., special education, IEP, Section 504 plan, accommodation plan), or is expelled from a school district. Charter School and District are obligated to implement the IEP, or provide comparable services as those implemented in the IEP, in effect at the time a student transfers to the Charter School, regardless of whether the level and types of services called for in that IEP are currently available or otherwise being provided at the Charter School. The Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to

encourage, persuade, and/or cause the parents/guardians of any student with an IEP seeking to enroll in the Charter School to agree to a different level of services other than that specified in the student's IEP.

- Q. Parent Concerns. The Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the Charter School staff. The Charter School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative in consultation with the Charter School's designated representative shall respond to and address the parent/guardian concerns consistent with the District's role.
- R. Complaints. In consultation with the Charter School, the District shall address/respond to/investigate all complaints received by Charter School or the District regarding the provision of special education services to Charter School students. Charter School shall notify the District's Director of Special Education, or designee, within one (1) business day of receiving any written complaint regarding special education, including providing a copy of the written complaint (by email okay), and shall promptly respond to requests from the District for any additional information and documentation related to such complaints and cooperate with the District during its investigation. Copies of all correspondence from parents/guardians regarding their special education child and/or special education services provided to their child received by Charter School, shall be provided the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) within three (3) business days from when received by Charter School. Charter School shall cooperate fully with requests from District for information and documentation related to such complaints and correspondence.

If the District or Charter School receives a due process or compliance complaint alleging the violation of any State or Federal law related to special education students by Charter School, the District and Charter School shall meet to discuss the allegation(s). Upon request of the District, Charter School shall provide a written response to the allegation(s) in accordance with timelines set by regulatory agency and in accordance with reasonable requests from District staff to permit review and completion of all required responses. The District shall respond to such complaint in the same manner as it responds to such complaints for any other public school of the District.

The District may direct Charter School in writing to take any and all corrective action it believes is reasonably necessary for future compliance with State and Federal special education laws ("Written Directive"). If Charter School does not comply with the District's Written Directive, Charter School shall hold harmless, defend and indemnify the District against any and all actions, claims, complaints, charges, demands, suits, compliance complaints, and due process filings, of any and all kind whatsoever that arises out of the failure of Charter School to comply with the Written Directive. It is specifically understood and agreed that such indemnification, defense, and duty to hold harmless shall include Charter School's responsibility to reimburse the District for any and all costs arising out of or related to Charter School's failure to comply with the Written Directive, including but not limited to actions, claims, complaints, charges, demands, suits, compliance complaints and due process filings, including but not necessarily limited to: attorneys' fees, District administrative staff time, investigation costs,

mediation, settlement discussion, preparation, meeting time, expert witness fees, assessments, and resolution sessions.

- S. Initiating Due Process Hearings. Charter School understands and agrees that the District may initiate a due process hearing related to the provision of FAPE to a student enrolled in Charter School as the District determines is legally necessary or desirable to meet the District's responsibilities under federal and state law. Charter School shall cooperate with the District and assist to prepare, file and prosecute the case, if requested by the District. In the event that the District determines that legal counsel representation is needed, the District and Charter School shall be jointly represented by the District's legal counsel with all legal costs covered by the Charter School subject to the indemnification provisions provided in this MOU. If a conflict of interest exists and separate counsel is needed by the Charter School, the Charter School shall be solely responsible for the separate costs of its legal counsel. A Charter School representative shall attend all mediations and hearings regarding Charter School students.
- T. Due Process Hearings. The Charter School shall notify the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) of any due process proceedings filed against the Charter School under IDEA, and of any complaints to State or federal agencies relating to special education and/or students with qualifying disabilities within three (3) business days of receipt by the Charter School. The Charter School shall consult and work with the District to prepare and defend any case filed against Charter School and/or the District regarding special education eligibility, placement, or services provided to a student who is or was enrolled in Charter School during any time period(s) at issue. In the event that the District determines that legal counsel representation is needed, the District and Charter shall be jointly represented by the District's legal counsel with all legal costs covered by the Charter School subject to the indemnification provisions of this MOU. If a conflict of interest exists and separate counsel is needed by the Charter School, the Charter School shall be solely responsible for the separate costs of its legal counsel. Charter School staff and administrators shall cooperate in the defense as needed, even if represented by separate legal counsel.
- U. SELPA Activities and Meetings. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.
- V. School District of Residence. The District and Charter School shall be responsible for providing all services under this MOU to all students of the Charter School regardless of their school district of residence.

W. Funding.

1. Retention.

The District shall receive and retain all revenue generated by Charter School for special education and related services. The Parties agree that, pursuant to the division of responsibilities set forth in this MOU, Charter School has elected the status of any other public school of the District for the purposes of special education services and funding. Consistent with this division of responsibility, all funds apportioned to and received by Charter School for special education services, including any and all funds apportioned to Charter School through the Yolo County SELPA and any and all State or federal funds for special education services otherwise apportioned to Charter School, shall be retained and utilized by the District in accordance with 20 U.S.C. § 1413.

2. Charter School Funding Contribution to District for Special Education.

- a. Pro-Rata Share. Each school year, Charter School shall owe the District a pro-rata share of the District's unfunded special education costs to support the District's special education programs and services that are funded by the District's general fund, including, but not limited to, related transportation costs, translation services, and legal fees and costs for court actions, complaints, and due process matters ("encroachment"). Based upon the Prior Year's Estimated Actuals, encroachment shall be calculated as follows: the total unfunded special education costs of the District (including those costs attributable to Charter School), divided by the total number of District average daily attendance ("ADA") (including Charter Schools' students), multiplied by the total number of Charter School's ADA. Charter School ADA shall include all students, regardless of their place of residence.

Charter School's share of encroachment shall be invoiced to Charter School by the District bi-annually on or about: (1) January 31st for the preceding period July 1 – December 31; and (2) by July 31st for the preceding period January 1 – June 30. Each invoice shall include an accounting that documents the breakdown of revenue and expenses used in the calculation for that invoice. Each bi-annual payment is due to the District within (30) calendar days from the Charter School's receipt of the invoice and accounting. For any bi-annual payment not fully paid within that period, the unpaid outstanding amount of Charter School's share of encroachment shall be offset against the District's next succeeding in-lieu property tax apportionments until paid in full.

The District will close its books in early September of each year at which time reconciliation will be completed enabling the District to determine the actual amount of encroachment and the District will provide an invoice to Charter School along with a breakdown of the District's total special education costs. The amount that was billed to Charter School during the preceding year will be deducted from the actual amount of Charter School's encroachment share to determine the net adjustment. The net amount will be credited to or billed to Charter School by the District. Charter School shall pay any amounts due within thirty (30) calendar days of receipt of the invoice from the District.

If Charter School provides special education services with the agreement of the District as provided above, the actual costs of those services shall be reimbursed by the District to Charter School, or with written agreement of the District and Charter School, may be an offset to the encroachment payments described above.

- b. Excess Costs. In addition, the District's liability for excess costs associated with providing special education or related services to any Charter School student who resides outside the District's boundaries shall be limited per student, to the average special education cost per identified special education student of the District, as determined annually by the budgeted special education costs of the District, divided by the amount of identified special education students at the CBEDS reporting date.

Any excess costs beyond that annually determined average shall be the sole responsibility of the Charter School. Should a student who resides outside the District enrolled in the Charter School be offered placement in a District school through the IEP process and elect to enroll in a District school, the District shall receive and retain all funding for that pupil.

The District's liability for excess costs associated with providing special education or related services to any former Charter School student who resides outside the District, and for whom a District program is offered through the IEP process, shall be limited per student, to the average special education cost per identified special education student of the District, as determined annually by the budgeted special education costs of the District, divided by the amount of identified special education students at the CBEDS reporting date. Any excess costs beyond that annually determined average shall be the sole responsibility of the Charter School.

- X. Alternative Placements. The Charter School shall not place a student in a program of the District or SELPA, and the District shall not place a student in the Charter School, through the IEP process or otherwise, without the prior involvement and express written consent of the other party. In the event it is determined that the Charter School is unable to provide an appropriate placement or services for a student with special needs enrolled in the Charter School, the Charter School will contact the District to discuss placement and service alternatives and such alternatives shall be provided and as outlined in this MOU.
- Y. Revocation of Consent. The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and related services to the student, the parent or guardian of that student informs the Charter School that they wish to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School and District understand that the Charter School and District may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with Section 300.503 of

the Title 34 of the Code of Federal Regulations. The Charter School agrees to forward any such written revocation of consent to the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) within twenty-four (24) hours of receipt.

- Z. Student Withdrawal from Charter School. Within twenty four (24) hours of any Charter School special education student's expulsion, withdrawal or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) (by email okay), the district of residence (if other than the District) and SELPA of the student's name, date of expulsion, withdrawal or disenrollment, and to the extent such information is known to the Charter School, the reason for such separation and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.

- AA. Student Discipline. Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with State and Federal law. Charter School shall notify the District's Director of Special Education in writing whenever Charter School intends to recommend for expulsion, or make a disciplinary change in placement, a student currently receiving special education, or for whom Charter School has a basis of knowledge may be eligible for special education, prior to making such recommendation. Charter School shall comply and cooperate with directions from the District when considering any disciplinary action against special education students, including suspension and expulsion. Charter School shall notify the District's Director of Special Education in writing of all suspensions and expulsions of students eligible for special education and complete and file a behavior incident form with the SELPA and District. Charter School shall coordinate with the District all necessary meetings and services following the filing of a behavior incident form. Charter School understands and acknowledges that prior to imposing any discipline on a special education student that would constitute a change in placement, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP. The Charter School and District also understand and acknowledge their responsibility to provide whatever special education services are necessary to allow the removed special education student to continue to have access to the general curriculum and make progress on their IEP goals. If the Charter School expels a student, the Parties agree and understand that they are obligated to provide the expelled special education student with special education services during the term of the expulsion up until such time as the student is enrolled in another school consistent with state and federal law, and consistent with the terms of this MOU, the Charter School will be obligated to reimburse the District for any Excess Costs of that student's placement and services during the term of expulsion, consistent with Paragraph W, above.

BB. Indemnification.

In addition to the indemnification specified in Section R of this Exhibit B, the Charter School agrees to indemnify, defend, and hold harmless the District and its Board of Trustees, officers, administrators, employees, attorneys, agents,

representatives, volunteers, successors, and assigns (collectively hereinafter "District and District personnel") against any and all actions, causes of action, suits, losses, expenses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and District personnel (including but not limited to due process complaints and/or compliance complaints with the California Department of Education and the Office for Civil Rights) that may be asserted or claimed by any person, firm, or entity arising solely from the acts or omissions of the Charter School and Charter School personnel, and Charter School subcontractors and invitees resulting from or arising out of this MOU or its performance, and related to the provision of special education services to students enrolled in the Charter School. This indemnification excludes any action, complaint, damages, or liability of the District based solely upon the acts or omissions of the District or District personnel.

CC. Section 504. The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms. These policies, procedures and forms will describe how the Charter School will:

1. Respond to requests from parents for evaluation and/or services;
2. Conduct evaluations of students;
3. Convene meetings to determine eligibility and/or placement and services;
4. Provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and
5. Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

By September 1 of each year, Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District's Director of Child Welfare and Attendance in writing of the responsible individual. The designated Charter School employee shall notify the District's Director of Child Welfare and Attendance anytime a District resident student eligible under Section 504 withdraws from Charter School, including notice of the school in which the student enrolled in following withdrawal from Charter School.

In the case of pending student discipline of student eligible under Section 504, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students, as specified above. Prior to recommending expulsion of a

Section 504 eligible student, the Charter School will convene a review committee to determine whether the student's misconduct was caused by or directly and substantially related to his or her disability or was a direct result of the Charter School's failure to implement the student's accommodation plan. The Charter School may proceed with the discipline only if it is determined that the student's misconduct was not caused by or directly and substantially related to his/her disability and was not a direct result of the Charter School's failure to implement the student's accommodation plan. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

III. SPECIAL EDUCATION SERVICES – LEA MEMBER OF SELPA

- A. Pursuant to Education Code section 47641, subdivision (a), the Charter School is a local educational agency member of a SELPA, and hereby acknowledges its responsibility as an LEA.
- B. IDEA. Charter School is solely and independently responsible for compliance with the Individuals with Disabilities Education Act and State special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at Charter School.
- C. Non-Discrimination. Charter School shall ensure that no student otherwise eligible to enroll in Charter School will be denied admission or enrollment to Charter School due to his/her special education status or disability, or due to Charter School's inability to provide necessary services. (Ed. Code § 47605(d)(1).) Charter School shall ensure that no qualified student with a disability is excluded from participation, denied the benefits of, exited from, or otherwise subjected to discrimination under any program of Charter School, on the basis of his/her disability.

Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to encourage, persuade, and/or cause the parents/guardians of any student with an Individualized Education Program ("IEP") seeking to enroll in the Charter School, to agree to a different level of services other than that specified in the student's IEP.

Charter School shall ensure a continuum of services/placement is available to meet the needs of students with disabilities and shall not deny enrollment nor require a student to exit Charter School if the provision of Free and Appropriate Public Education ("FAPE") requires a more intensive level of support, such as special day class, nonpublic school, or residential care.

- D. Tri-annual Report – Newly Enrolled Special Education Students.

By September 30th, January 31st, and June 30th of each year during the term of this MOU the Charter School shall provide a written report to the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) containing the following information for every special education student newly enrolled in the Charter School during the immediately prior tri-annual period:

- (1) Student's prior placement, services, offer of FAPE.

(2) Charter School's offer of placement, services, and FAPE to the newly enrolled charter student.

The District reserves the right to randomly select and review/audit IEPs of any student whose offer of FAPE (setting and services) upon entering the Charter School was amended to be more or less restrictive.

The Charter School hereby designates employees of the District as having a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA) such that they are entitled access to the records of the Charter School's students, including, but not limited to, those records referenced in this Section, and in other sections of the MOU and this Exhibit "A".

E. Tri-annual Report – Exited Special Education Students.

By September 30th, January 31st, and June 30th of each year during the term of this MOU the Charter School shall provide a written report to the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) containing the following information for every special education student who exits the Charter School during the immediately prior tri-annual period (excluding graduating and aging out students):

(1) The Charter School's most recently approved offer of placement, services and FAPE.

(2) The reason(s) for the student's exit.

F. Student Records. The District will ensure that Charter School is provided with timely notification and relevant files of all students transferring to Charter School from a District school, who have an existing IEP. All records and files will be released with the signed permission of the parent/guardian or upon notification of enrollment at the Charter School. As between Charter School and the District, Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information regarding any student enrolling from a non-District school.

G. Expertise and Responsibility of Charter School. Charter School is responsible for the management of its special education budgets, personnel, programs and services. Charter School shall employ appropriately qualified, credentialed employees or contract with appropriately qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall ensure all eligible students are appropriately and timely identified and receive a free and appropriate public education by understanding and accepting sole responsibility for the discharge of all necessary duties and/or services, including but not limited to:

1. Child find;
2. Interim programs;
3. Referral;
4. Assessment;

5. Development, implementation, review, and revision of IEPs;
 6. Placement;
 7. Special education instruction;
 8. Related services;
 9. Least restrictive environment;
 10. Due process;
 11. Discipline/manifestation determination;
 12. Transportation;
 13. Transition services; and
 14. Compliance with procedural safeguards.
- H. SELPA Policy. At least annually, and more frequently as updated, the Charter School will provide the District with a copy of all SELPA policies, procedures, and other requirements regarding special education.
- I. District Inquiries. Charter School will promptly respond to all reasonable District requests for access to Charter School student records as required to fulfill any obligation imposed by law.
- J. Section 504. Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office for Civil Rights mandates for students enrolled in the Charter School. Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at Charter School may be eligible for such services under Section 504. Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. Charter School shall adopt legally compliant Section 504 policies, procedures and forms. These policies, procedures and forms will describe how Charter School will:
1. Respond to requests from parents for evaluation and/or services;
 2. Conduct evaluations of students;
 3. Convene meetings to determine eligibility and/or placement and services;
 4. Provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and
 5. Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

By September 1 of each year, Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District's Director of Child Welfare and Attendance and Assistant Superintendent Educational Services in writing of the responsible individual. The designated Charter School employee shall notify the District's Director of Child Welfare and Attendance anytime a student eligible under Section 504 withdraws from Charter School, including notice of the school in which the student enrolled in

following withdrawal from Charter School and the student's district of residence.

In the case of pending student discipline of student eligible under Section 504, Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students, as specified above. Prior to recommending expulsion of a Section 504 eligible student, Charter School will convene a review committee to determine whether the student's misconduct was caused by or directly and substantially related to his or her disability or was a direct result of Charter School's failure to implement the student's accommodation plan. Charter School may proceed with the discipline only if it is determined that the student's misconduct was not caused by or directly and substantially related to his/her disability and was not a direct result of Charter School's failure to implement the student's accommodation plan. Charter School acknowledges and understands that it shall be solely responsible for such compliance.

- K. Student Withdrawal from Charter School. Within three (3) business days of any Charter School special education student's expulsion, withdrawal or disenrollment from Charter School for any reason, Charter School shall notify the district of residence, the District (Attention: Director of Special Services and Assistant Superintendent Educational Services), and the SELPA of the student's name, date of expulsion, withdrawal or disenrollment, and to the extent such information is known to Charter School, the reason for such separation and the student's next school/LEA of attendance. If Charter School expels a special education student, the Charter School agrees and understands that it is obligated to provide the expelled special education student with special education services during the term of the expulsion up until such time as the student is enrolled in another school consistent with state and federal law.
- L. Complaints Regarding Special Education and Due Process Hearings. The Charter School shall notify the District (Attention: Director of Special Services and Assistant Superintendent Educational Services) within one business day of receipt of any complaint filed against the Charter School arising from the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act, and any corresponding state laws, including complaints filed with the Office for Civil Rights, the California Department of Education, the Office of Administrative Hearings, state or federal court, or pursuant to the uniform complaint procedures. The Charter School understands and agrees it is solely responsible for responding to, and addressing any complaint filed against it and will bear all related costs. In the event the District is named as a party to any complaint filed against the Charter School, the District reserves the right to be represented by its own legal counsel. Further, as Charter School is its own LEA for purposes of special education, the Charter School agrees to collaboratively join the District's efforts to dismiss the District as a party to the complaint.
- M. Indemnification. The Charter School shall indemnify, defend, and hold harmless the District, its officers, employees, agents, consultants, volunteers, trustees and representatives, from and against any and all liability, costs, complaints and claims arising from the acts or omissions of Charter School,

its officers, employees, agents, consultants, volunteers, trustees, and representatives, related to the provision of special education services to students enrolled in the Charter School. This indemnification shall include the legal defense of the District, all of their officials, employees and agents in special education due process proceedings and/or complaints to State or federal agencies filed by or related to a student who is/was enrolled in the Charter School during the time period covered in the complaint. Charter School shall also indemnify the District against any damages, including compensatory damages and attorneys' fees and costs that may be awarded to a student and/or their parents, or agreed to by the Charter School, for Charter School's failure to comply with procedures or provide appropriate and/or compliant special education services.