

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE MARICOPA UNIFIED SCHOOL DISTRICT**

**AND**

**THE CALIFORNIA VIRTUAL ACADEMY @ MARICOPA**

This agreement (or “Memorandum of Understanding” or “MOU” or “Agreement”) is executed by and between the Maricopa Unified School District (“District”) on one hand and the California Virtual Academy @ Maricopa (“Charter School”) on the other.

**RECITALS:**

- A. The District is a school district existing under the laws of the State of California hereinafter referred to as the District.
- B. The Charter School has developed and submitted a petition for the establishment of a K-12 charter school (“Charter”), which is referred to as the California Virtual Academy @ Maricopa.
- C. The parties to this Agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By granting the charter petition, the District serves in an oversight capacity for the Charter School. This Agreement is intended to outline the parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the School’s Charter.
- E. It is the intent of the Charter School to commence its first year of operation in the Fall of 2011 subject to any conditions specified in this MOU.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.
- G. The parties recognize and agree that the Charter School is open to all students regardless of race, religion, gender, sexual orientation, disability or ethnic origin and that such provisions of non-discrimination shall apply as well to employment.
- H. The Charter School shall operate at no direct or indirect cost to the District.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

## **AGREEMENTS:**

### **I. TERM AND RENEWAL**

This Agreement shall commence on the date upon which it is fully executed by both parties and shall cover run coterminous with the approved Charter. The Agreement is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this Agreement.

Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.

1. The duly authorized representative of the Charter School is the Charter School Head of Schools or the Board of Directors. For purposes of amendment of this MOU, the Board of Directors is required to take action.
2. The duly authorized representatives of the District are the District Board of Education and Superintendent or designee. For purposes of amendment of the charter of this MOU, the Board is required to take action.
3. This MOU will continue in effect until mutually modified except that the MOU shall expire upon the expiration or revocation of the Charter.
4. The District reserves the right of approval of amendments and the right to revoke the Charter School Charter as specified in the Education Code.

To the extent that this Agreement is inconsistent with any of the terms of the Charter, this Agreement shall supersede the terms of the Charter. As such, a violation of this Agreement may be enforced by the District as violation of the Charter under Education Code Section 47607.

### **II. DESIGNATION OF SCHOOL**

- A. The Charter School pursuant to this Agreement is known as the California Virtual Academy @ Maricopa. The Charter School is operated as a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School subject to the terms and conditions set forth in this Agreement and its Charter.
- B. Commencement of Operation: The Charter School shall provide written notice to the District, prior to commencement of operations, confirming its enrollment and sufficiency to open school.
- C. Grade Levels: It is recognized that the Charter School will serve students in grades K-8.
- D. The Charter School shall also provide a list of students enrolled and the county of

residence for each student upon request.

- E. The educational program and grade level offerings shall be in compliance with the approved Charter and any subsequently authorized amendments.
- F. The Charter School agrees to commit sufficient resources and expertise in order to ensure that the Charter School shall be fully operational.
- G. The Charter School agrees to provide to the District's representative on the Charter Board a complete Board packet of information being submitted to the Board before each meeting, five days in advance providing sufficient time for review.
- H. The Charter School agrees to provide to the District monthly financial reports and summary financial reports three times a year that includes a balance sheet and statement of activity, budget updates. The first report, the First Interim would be due by December 15<sup>th</sup> or five (5) days prior to the date that it is due to the County Office of Education by the District. This report shall include financial activity through October 31. The second report, the Second Interim would be by March 15<sup>th</sup> or five (5) days prior to the date that it is due to the County Office of Education by the District and shall include activity through January 31. The third report, Unaudited Financial Statement, would include unaudited actuals for the prior fiscal year and would be given by September 15<sup>th</sup> or five (5) days prior to the date that it is due to the County Office of Education by the District. In addition to these reports, the Charter School will supply to the District the Preliminary Budget and the Audited Financial Statements.

### **III. PROGRAMMATIC AUDIT**

The Charter School will compile and provide to the School District an annual performance audit. This audit will, at a minimum, include the following data:

- Summary data showing student progress toward the goals and outcomes specified in the Charter from assessment instruments and techniques listed in Charter.
- Information regarding the number of students taking and passage rate of the High School Exit Exam if applicable.
- An analysis of whether student performance is meeting the goals specified in Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality and be based on the STAR program of the State of California. The Charter School will be responsible for ordering, training and monitoring the STAR testing program.
- Data on the level of parent involvement in the school's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.

- Data regarding the number of staff working at the school and their qualifications. The Charter School will be responsible for ensuring their staff is NCLB complaint.
- A copy of the school's health and safety policies and/or a summary of any major change to those policies during the year. Information demonstrating whether the school implemented the means listed in Charter to achieve a racially and ethnically balanced student population.
- An overview of the school's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists if any.
- Analysis of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints if any.
- Other information regarding the educational program and the administrative, legal, and governance operations of the school relative to compliance with the terms of the Charter School generally.

#### **IV. FUNDING**

- A. To the extent that the Charter School is required to submit records or information to the District or the Kern County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with District or County procedures.
- B. In addition to the block grant funding specified below, the parties recognize the authority of the Charter School to pursue additional sources of funding.
  1. The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive three percent (3%) of such funds to be allocated to the Charter School as an indirect charge, or as required by the specific grant or by law whichever is higher. Funds may be allocated to the Charter School on a prorated basis related to the formula which generates the funds. For example, if funds are generated on a per eligible student basis, they may be allocated to the Charter school on a per eligible student basis minus the administration fee (indirect charge fee) charged by the District.
  2. The Charter School shall cooperate fully with the District in application made by the District on behalf of the students of the Charter School.
  3. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.

- C. The Parties agree that the funding entitlement per student attending the Charter School shall be the in lieu property taxes pursuant to Education Code Section 47635 plus state aid to equal the amount of the block grant entitlement specified by the State on an annual basis and State apportioned ADA funding. The transfer of revenue shall be in accordance with the funding formula and schedule found in the Education Code and regulatory provisions of AB1115. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
1. The Charter School is also entitled to lottery funds, a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
  2. The District is not obligated to advance funds to the Charter School that it has not received from the funding source.
  - 3.. District shall transfer funding in lieu of property taxes when received from the funding agency to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635. If the District has not received its property taxes by the 15<sup>th</sup> of each month, the Charter School agrees to delayed payments in order to avoid a cash flow burden to the District. District shall transfer such funding to the Charter School within 45 days of receipt of such funding.
- D. The Charter School agrees that all revenue obtained from the District shall only be used for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the approved Charter and any authorized amendments.

## **V. LEGAL RELATIONSHIP**

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a non-profit public benefit corporation under Education Code Section 47604. As such, the District shall not be liable for the debts or obligations of the Charter School.
- B. The Parties agree and understand that all employees of the Charter School shall be employees of the Charter School and that it shall be the employer for purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O). None of the existing collective bargaining agreements between the District bargaining units and the District shall apply to Charter School. Charter School shall enter into an employment agreement with all Charter School employees, and such agreement shall expressly state that no employment relationship exists between Charter School employees and the District.

- C. With respect to its operations under this Agreement, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, its trustees, directors, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability expenses and costs arising out of operation of the Charter School including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the operation of the Charter School or its directors, officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the sole negligence or willful misconduct of the District, its officers, employees or agents. The Charter School further identifies its commitment to hold the District harmless from financial obligation in the event of an unbalanced state budget. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.

If Charter School should contract all or any portion of the work or activities to be performed under this Agreement, Charter School shall required each contractor (including K12 Inc.) to indemnify, hold harmless and defend the District, its officers, employees and agents in accordance with the terms of the preceding paragraph.

- D. Any complaints/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the Charter, the District may request that the Charter School inform the District of how such concerns/complaints were addressed. The Charter School agrees to provide such information, which will be available to the District for inspection and copying upon request with reasonable advance notice during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. The Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations. The District shall not release any Charter School records or information to the public, unless so required by law. All public records requests will be forwarded to the Charter School. The parties recognize that the Charter School shall not be obligated to release information that is determined by law to be confidential in nature and not subject to public release.
- E. Jurisdiction: The parties agree that for all legal action the appropriate jurisdiction is Kern County, State of California.
- F. The Charter School agrees to hold all regular and special meetings within Kern County, unless otherwise agreed to by the Maricopa Unified School District Superintendent.
- G. Charter School shall participate, through the District, in all State-mandated and

reporting programs.

## **VI. FISCAL RELATIONSHIPS**

- A. The District and the Charter School agree that the District shall not act as fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms but may, if it chooses and the District approves, contract with the District for services by way of a separate written agreement. The provision of such services shall be at no cost to the District.
1. To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format consistent and compatible with District software systems. The Charter School agrees to follow processing schedules and District business office procedures.
  2. The Charter School will establish a system for internal fiscal management and a calendar for fiscal services to include cash flow check points, hiring of auditor, audit timeline and attendance reporting as further outlined below. The Charter School agrees to bear the reasonable and actual audit costs should the District's auditors be requested to, or required to, audit the Charter School.
- B. **AVERAGE DAILY ATTENDANCE:** The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School will submit the attendance reports in accordance with the State law and regulations to the District's attendance officer in a timely manner and in a manner which is consistent with District process and software (P1, P2 and Annual).
- C. **ANNUAL AUDIT:** The Charter School shall not be part of the annual district fiscal auditing process. The Charter School shall be responsible for having an annual fiscal audit done of the entire Charter School operation in accordance with all applicable laws. Such audit shall include all revenue/income and expenditures/allocations of the Charter School. A copy of the audit report shall be submitted to the District within one month of completion. The Charter School and its employees at the Charter School agree to implement all audit recommendations unless other terms are agreed to between the District and the Charter School. The Charter School shall complete its audit and provide a copy to the District within 120 days of the close of the fiscal year or directly following the audit completion but no later than December 15<sup>th</sup> of the year the audit occurred.
- D. In the event that the District seeks and receives a voter approval bond, parcel taxes etc., the Charter School shall have no entitlement to any portion of the funds. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

- E. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the Board of Directors of the Charter School and shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment.
- F. Absent a written agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of credit for the Charter School.
- G. For purposes of cash flow, the Charter School shall have actual unexpended funds as are necessary to pay its creditors when due. For all subsequent years the Charter School shall maintain a reserve equivalent to 3%.
- H. To the extent that the Charter School wishes to contract with the District for any services, a prior written contract with the District shall be required.
- I. It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by the parties.
- J. Charter School and the District agree that “Supervisory Oversight,” as used in Education Code Section 47613 shall include the following:
- All activities related to the Charter revocation and renewal and processes as described in Section 47607.
  - Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
  - Participating in the dispute resolution process described in the Charter.
  - Review and timely response to the Charter School’s Annual School’s Annual Performance Report and Annual Independent Fiscal Audit.

“Fiscal Oversight and Reporting” shall include the following:

- Processing of financial reporting and attendance reporting documents as required by the Kern County Office of Education.
- Invoicing for services.
- Assistance to the Charter School in the preparation of reports and attendance filing to assure compliance with District and County software and programmatic requirements.
- Representing Charter School financial interests to the Special Education Local Plan Area (SELPA).
- Providing pass through of any money to the Charter School in accordance with the terms of this Agreement.

The parties agree the District will incur costs in connection with the performance



of such supervisory and fiscal activities, and that it is not in the best interests of either party to require a mechanical assessment, accounting, billing and payment process to compensate District for such matters. For this reason, and since District is not providing facilities to Charter School, the parties agree the reasonable value of the supervisory and oversight services shall be deemed to be 1% for “Supervisory Oversight” and 1% for “Fiscal Oversight and Reporting” of the revenue of Charter School, who shall pay the District when the Charter School receives an invoice for such services covered under this section, the invoice shall be in a form acceptable to the Charter School. Invoices will be paid upon presentation to the Charter School except in instances that funding allocations are delayed because of actions of the District or the State of California. Invoices may be presented beginning in the month of July, for each year this Agreement is in effect but must be based on actual allocations received by the Charter School. Said payments may be deferred in the event of a delay in receipt of initial direct funding from the State until the receipt of such funding. For purposes of this section, revenue is defined as local and state funding. The parties agree that should District be requested or required, with the approval of the Charter School, to perform services other than as outlined above, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the 2% cap, and which Charter School agrees to reimburse on invoice by District as mutually agreed on a fee for service basis. Such services may include, but are not limited to, Coordinated Compliance Review, California Basic Education Data System (CBEDS) and Special Education compliance.

- K. Charter School shall obtain a CDS code number from the California Department of Education (“CDE”) and complete and submit CBEDS enrollment and other necessary demographic information through the District to CDE.

The Charter School has agreed to purchase from the District the following additional services below:

1. The parties agree that the Charter School is responsible for payment of \$37,500 for support services who perform duties for the District in support of the Charter School. For the first years of the Charter School’s operation, the Charter School shall make such payment to the District as soon as practicable after this MOU has been approved and executed by the parties. Thereafter, such annual payment shall be made by July 1 of each year.
2. The parties agree that the Charter School shall pay an annual rate fee to the District in order to reimburse the District for the Kern County Office of Education’s charge for including the Charter School as an entity on the County Offices of Education’s countywide software system. For the first year the Charter School’s operation, the Charter School shall make such payment to the District as soon as practicable after the MOU has been approved and executed by the parties. Thereafter, such annual payment shall be made by July 1 of each year.

- L. The District shall be reimbursed for reasonable legal costs related to the review of the Charter petition and those related to the drafting and negotiation of this Agreement, above and beyond costs which are reimbursed by the School as incurred. The Charter School shall reimburse the District for any costs incurred by the District for preparation of this MOU, because the parties understand that the District's role is merely to serve as the sponsoring agency of this Charter School. Such reimbursement shall be made as soon as practicable after this MOU has been approved and executed. The District will forward to the Charter School any legal reimbursement received from the State for such costs within thirty days of receipt of the invoice.

## **VII. FISCAL CONTROLS:**

- A. Fiscal Policies: The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the School's funds are managed and held in a manner that provide a high degree of protection of the School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting to the State as required by the District, the County Office of Education or Department of Education.
- B. Budget and Financial Reports: The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures, based on identified and reasonable assumptions, shall be submitted to the District by June 1 prior to the beginning of the subsequent fiscal year. Monthly financial reports displaying the financial status of Charter School shall be submitted to the District by the 15<sup>th</sup> of each month regarding the data from the previous month. Such report shall display budgeted revenues and expenditures as compared with actual figures to date and projected year end figures by major category of revenue and expenditures.
- C. Banking Arrangements: The Charter School will have cash in county treasury account and maintain its accounts either in the county treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally insured savings or checking accounts or invested in non-speculative federally backed instruments. The District's business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and will submit county treasury report to the Charter School's Business Manager. The Charter School's Business Manager will then prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow

statement, which will be submitted with the 1<sup>st</sup> and 2<sup>nd</sup> Interim and Annual Reports. The Charter School Head of School will regularly review these statements. The School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed \$200, may be established with an appropriate ledger to be reconciled twice monthly by the School site accounts payable clerk.

- D. Purchasing Procedures: All purchases of services or physical assets over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Charter School Head of School shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years. It will be disclosed to the District if any purchase is from a related party.
- E. Property Inventory: The Charter School Head of School shall establish and maintain an inventory of all non-consumable goods and equipment over \$600. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. Property will be inventoried on an annual basis and lists of any missing property shall be presented to the Charter School Governing Board.
- F. Payroll Services: The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Charter School Head of School will establish and oversee a system to prepare time and attendance reports and submits payroll check requests. The Charter School Head of School and business manager, or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. Staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.
- G. Attendance Accounting: The Charter School Head of Schools will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the California Code of Regulations sections defining charter school average daily attendance.
- H. Other Fiscal Control Policies: The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public

accountants retained by the Charter School to advise it on fiscal control policy matters.

- I. Contract Costs: Any contract or arrangement between the Charter School and K12 Inc. shall provide that any charges to or obligation of the Charter School in any fiscal year in excess of the amounts available for payment at the end of such fiscal year will be forgiven by K12 Inc. and shall not be carried over as an obligation in the next succeeding fiscal year.

### **VIII. SPECIAL EDUCATION SERVICES/504:**

The following provisions govern the application of special education to Charter School students:

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (“ADA”). CAVA shall operate consistent with the requirements of the ADA and Section 504 of the Rehabilitation Act.
- B. The Charter School shall be deemed a public school of the District for purposes of special education. The Charter School shall be held solely responsible for compliance with the Individuals with Disabilities in Education Act (“IDEA”) and state special education law both in regard to the provision and financing of services.

- C. Payment of Actual Costs.

The Charter School shall be responsible for the actual cost of the provision of legally appropriate special education and related services to Charter School students regardless of whether the actual costs exceed state and federal funding allocations. These costs include, but are not limited to, assessment, IEP meetings, placement and related services.

The Charter School will submit to the District invoices for special education and related services provided on a periodic basis. The District will pay invoices from Special Education Funds on a timely basis. If the special education costs related to Charter School special education students are less than the amount of state and federal funds provided by the Kern County SELPA, the Charter School agrees those excess funds are to remain with the District or the Kern County SELPA as per any SELPA rules and regulations.

- D. Charter School shall assure that a free appropriate public education (FAPE) will be provided for all children with disabilities enrolled in Charter School in accordance with state and federal legal mandates. Charter School will be considered the district of residence for special education responsibility. A full continuum of special education programs and related services shall be provided

by Charter School as required by individual student's IEPs.

- E. Charter School operates as a school within the District and not as a separate LEA.
- F. Charter School shall employ credentialed employees or contract with a California approved Nonpublic Agency who shall be familiar with and accept responsibility for, and provide services for:
  - 1. Child Find;
  - 2. Interim Programs;
  - 3. Referral;
  - 4. Assessment;
  - 5. Special Education Instruction;
  - 6. Due process;
  - 7. Discipline/manifestation determination.
- G. Charter School agrees to cooperate with District staff in ensuring that students with disabilities enrolled at Charter School shall be served in accordance with the Kern County SELPA Local Plan.
  - 1. The District shall provide a District contact who will work collaboratively with the Charter School and who is responsible for oversight of the Charter School special education program.
  - 2. Charter School shall submit to the District all required reports in order to comply with the SELPA and state requirements.
  - 3. The Kern County SELPA shall allocate funding to the District for the provision of special education services in accordance with the NISER AB 602 Implementation Plan. Charter School shall be responsible for all special education costs in excess of revenue received. Charter School, in cooperation with the District, shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. Such funds shall be used to supplement and not supplant other sources of federal state, and local funds apportioned to Charter School by the LEA.
  - 4. By March 1 of each year, Charter School shall submit a proposed budget for special education services to the District for approval, based on estimated costs not to exceed special education revenue generated by Charter School students. Proposed budget revisions may be submitted by September 30 and December 31. Charter School shall submit reimbursement claims on a monthly basis incurred through special education costs up to that amount annually.
  - 5. Charter School shall provide the District with required reports concerning special education students, including annual and tri-annual IEP meeting notices, discipline data, alternative assessment and other reports as required by District special education staff.

6. District shall review Charter School's special education program, policies and procedures to ensure compliance with District and SELPA policies and all applicable state and federal laws.
7. Charter School shall indemnify and hold the District harmless from and against any and all liability arising from acts or omissions 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, its officials, employees, and against special education due process hearing requests and/or complaints to state or federal agencies. Charter School shall indemnify District against any damages, including compensatory damages that may be awarded or agreed to for failure to provide appropriate and/or compliant special education services.

**IX. INSURANCE AND RISK MANAGEMENT:**

- A. The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, consistent with the approved charter. Policy types and amounts will be at least commensurate with the recommendations of amounts and types by the District's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law. The Charter School must provide the District certificates of insurance to show active status for each school year before commencing instruction to students.
- B. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- C. The Charter School shall maintain supplementary "Student Activity Insurance"

**X. HUMAN RESOURCES MANAGEMENT:**

All employees of the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, dismissal and discipline of its employees.

- A. The Charter School will conform to the laws regarding background checks and fingerprinting.
- B. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in STRS or PERS, the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required STRS or PERS and may charge the Charter School for the actual costs of the reporting services.
- C. It is recognized that current and/or future staff members of the District that choose

employment with the Charter School shall have no reemployment rights with the District as specified in the Charter unless such employees obtain a leave of absence pursuant to any applicable collective bargaining agreement or District Board Policy.

## **XI. FACILITIES**

- A. The Charter School will obtain its own site as necessary and thereby will be responsible for the costs of maintenance and operations of its facilities. Such facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated purposes.
- B. The parties acknowledge the decision of the Charter School to exempt itself from application of the Field Act Standards and that it may offer educational programs in facilities that are not otherwise approved under the Field Act.
- C. The Charter School recognizes that its facilities and programs must conform with the American with Disabilities Act and any other federal or State requirement that may be applicable to charter schools, including the California Building Code requirements as provided in Education Code Section 47610(d), unless exempt under Education Code Section 47610.5.
- D. The Charter School agrees not to avail itself of any rights it may have for facilities of the District pursuant to Education Code Section 47614.

## **XII. EVALUATION OF EDUCATIONAL PROGRAMS/ CONFORMANCE TO CHARTER**

- A. Oversight and monitoring of the Charter School shall be in conformance with state law, District Board policy and the terms of the approved Charter. In addition, the Charter School shall furnish the District with an annual report and evaluation of its educational program as further outlined herein. The District shall have full access to the Charter School curriculum, including, but not necessarily limited to, the right to acquire any information, review materials, observe classroom presentations, and investigate activities related to the Charter School curriculum.
- B. The Charter School agrees to administer the current or future statewide performance assessment/s. Results from such statewide assessments shall be provided to the District in concurrence with board presentation.
- C. The Charter School shall be responsible for operating the Charter School in conformance with the provisions of the approved Charter and this MOU.
- D. The Charter School shall comply with the High School Exit Examination provisions of the Education Code (Stats. 1999, Chap. 1X) and any applicable regulations adopted there under, including the limitation on graduation.

- E. The Charter School shall pursue approval by the University of California system of its curriculum meeting A-G requirements.

**XIII. SPECIAL PROGRAM/ SERVICES AND/OR ACTIVITIES/ SPORTS**

In the event that either party to this agreement wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged by the district. The Charter School shall allow and shall not charge the District for use of the Charter School's K12 curriculum and staff development. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

**XIV. CONDITIONS TO OPERATION**

The following matters require completion to the satisfaction of District before Charter School may begin operation:

1. Agreement of the Charter School and District on the subject of timing of and procedure for transfer of funding in lieu of real property taxes and other matters in part IV.C of this Agreement.
2. Agreement of the Charter School and District on STRS/PERS payments and reporting.
3. Proof of legally compliant pupil teacher ratio upon request.
4. Agreement that Charter School will provide all special education services and related services required under law for Charter School's pupils.
  - a. Charter School will have fully executed contracts with appropriate providers of special education services, sufficient to cover anticipated special education needs.
5. Proof of corporate status of the non-profit corporation.

**XV. CHARTER SCHOOL POLICIES AND PROCEDURES:**

Copies of all policies and procedures applicable to the Charter School shall be provided to the District promptly upon adoption by the Charter School. Such policies/procedures shall include but are not limited to:

- A. Student rules/regulations for suspension and expulsion.
- B. Admission requirements if any.
- C. Action taken to ensure that student population is reflective of community.



- D. Membership process for applicable advisory councils or committees.
- E. Description of decision-making process by the Charter School governing body and/or administration.
- F. Job descriptions for each position at the Charter School.
- G. Employment rules and policies including evaluation, hiring and termination.

**XVI. RECORDS and FERPA: Family Educational Rights and Privacy Act.**

Charter School shall be responsible for maintaining accurate and legal records regarding its business, including but not limited to, financial records, student records (including registration information, health and immunization records) and personnel records. Charter School shall comply with the provisions of California Code of Regulations Title 5 regarding the retention and destruction of school records, and shall prepare an index of all records it intends to destroy, which must be approved by the District before the records are destroyed.

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A.1232g, the Family Educational Rights and Privacy Act and California Education Code 49076 (b)(6) (“FERPA”) as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District and NISER SELPA as having a legitimate educational interest such that they are entitled to access to education records under FERPA as to Charter School pupils. The Charter School, its officers and employees shall comply with FERPA at all times.

**XVII. ENROLLMENT:**

The parties agree that to the extent that enrollment exceeds capacity in any year of Charter School operation; final enrollment will be determined by a random lottery as further outlined in the Charter.

**XVIII. BROWN ACT/PUBLIC RECORDS:**

The Charter School shall conduct that portion of its Board of Directors meetings regarding the Charter School according to the Ralph M. Brown Act (Government Code Section 54950 et seq.) The Brown Act requires boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of a board in closed session. In addition, the Charter School understands and agrees that all of its records that relate in anyway to the operation of the Charter School are public records subject to the requirement of the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3 unless otherwise considered under law as private information regarding employees or students.

**XIX. PUPIL TRANSPORTATION:**

The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

**XX. LEGAL SERVICES/OTHER SERVICES:**

The Charter School will be responsible for procuring its own legal counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the District with the District's consent and/or to public or private subcontractors as permitted by law.

**XXI. SEVERABILITY/ WAIVER:**

The terms of this Agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in effect, unless mutually agreed otherwise by the District and the Charter School governing boards or unless the terms that are unenforceable or invalid would warrant revocation of the Charter. The District and Charter School agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion. The Charter School and District shall propose amendments to the Agreement as necessary.

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver or any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

**XXII. NOTIFICATION:**

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

To the District at:

Maricopa Unified School District  
955 Stanislaus St  
Maricopa, CA 93252  
Attn: Superintendent

To the Charter School at:

California Virtual Academy @ Maricopa  
2360 Shasta Way, Unit A  
Simi Valley, CA 93065  
Attn: Head of School

**XXIII. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties. All representations, warranties and indemnities made herein shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates listed below after receiving approval from their respective governing boards:

Dated: 4/12/2012

**“CHARTER SCHOOL”**

California Virtual Charter School @ Maricopa

*Yptina Abston*

By: \_\_\_\_\_

Title: Head of School

Dated: 4/12/2012

**“DISTRICT”**

Maricopa Unified School District

By: \_\_\_\_\_

Title: Superintendent

Approved this 12th day of April, 2012 by the Board of Education of the Maricopa Unified School District by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAINS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Certification by the Board Secretary:

\_\_\_\_\_