

REVISED
OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN
iLEAD AGUA DULCE CHARTER SCHOOL AND
ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

THIS OPERATIONAL MEMORANDUM OF UNDERSTANDING (hereinafter “MOU” or “Agreement”) is made and entered into as of this 1 day of July, 2018, by and between the Board of Trustees of the Acton-Agua Dulce Unified School District (hereinafter “AADUSD” or “District”), a public school district organized and existing under the laws of the State of California, and ILead Agua Dulce Charter School (hereinafter “Charter School”), a nonprofit public benefit corporation duly organized under the laws of the State of California (collectively, “the Parties”).

RECITALS

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding the Charter School’s funding and programs, and the District’s statutorily prescribed supervisory oversight of the Charter School, and the provision of administrative and/or special education services to the Charter School; and

WHEREAS, the Charter School has developed and submitted a Charter Petition to establish a charter school to the District; and

WHEREAS, by approving the Charter Petition, the District shall be the authorizing agency of the Charter School; and

WHEREAS, guidelines regarding the Charter School’s program, operation, structure, and obligations in operating the school, are set forth in the Charter Petition, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the establishment and operation of the Charter School shall be in compliance with the laws and regulations of the State of California and the California Department of Education as they pertain to charter schools; and

WHEREAS, upon execution of this Agreement by the Parties and upon approval by the District, this Agreement shall be considered a material revision of the charter and shall become a fully incorporated part of the charter; and

WHEREAS, the terms of this MOU shall prevail over any inconsistent terms of the charter.

AGREEMENT

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

1. Term: This MOU shall be for the following term, to commence on 1st day of July 2018 and ending on the termination date of the Charter School’s charter. This MOU is subject to termination for cause, as specified in Paragraph 51, below, including revocation of the charter as specified in Paragraph 50, below.

2. Renewal: This MOU shall be automatically renewed for an additional fiscal year on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the AADUSD Board of Trustees pursuant to Education Code section 47607. Examples:

Compliance with required reporting and other state mandates for charter schools

Unqualified annual financial audits that do not include material weaknesses, scope limitations or any other type of limitation that would prevent ongoing fiscal stability as demonstrated through the submission of quarterly financial statements

Strong academic progress as determined by annual state testing achievement or other measures set out in the charter petition adopted by the board

Participation in the Learning Community Partnership

All subject to the determination and assessment of the authorizer (AADUSD).

3. Designation of Charter School.: The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: iLead Agua Dulce Charter School. The Charter School shall ensure that its name is correctly spelled in all notifications to the State and in its corporate documents.

4. Charter School Authority: The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Third Party Contracts: Third party contracts over \$50,000 shall be subject to prior written approval by the District. Prior to entering into any such third-party contracts over \$50,000, and as a condition of District approval, the Charter School shall provide to the District the following, and the District will review the information and, if deemed necessary, provide feedback to the Charter School regarding the contract within fifteen (15) business days of receipt:

- A. A draft of the proposed contract specifying the exact services that will be provided and the cost, the term of the contract, and how the Charter School will monitor the third-party contractor to ensure quality of service.
- B. A description of the third-party contractor's roles and responsibilities for the operation of the Charter School.
- C. A list of the charter schools managed and/or served by the third-party contractor.
- D. A letter of assurance from the Charter School that:
 - 1. The contract does not violate applicable conflict of interest laws or the Charter School's own conflict of interest policy.
 - 2. The Charter School will use its best efforts to ensure that the third-party contractor complies with all reasonable requests by the District for financial records and inquiries regarding financial records, and that failure of the contractor to promptly provide financial records upon request and respond to inquiries regarding financial records may be considered a breach of the charter and grounds for revocation.

Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties.

6. Procurement Procedures: For all purchases over \$100,000.00, the Charter School must provide to the District documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Charter 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. All purchases in excess of \$50,000.00 must have dual signatures by a board member and an officer of the nonprofit public benefit corporation.

7. Charter School Governance: The Charter School will be governed by the Charter School's Board of Directors pursuant to its Charter and bylaws. At its election, the District's Board of Trustees may appoint a representative, to be determined by the District, to serve as a voting or nonvoting member of the Board of Directors and/or as the District's contact person with the Charter School.

8. Board of Directors Meetings: The Board of Directors of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Board of Directors meetings shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Government Code § 54950-54962). Board of Directors adopted policies, meeting agendas, and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the Board of Directors and all standing committee meetings, the Charter School shall provide the District with written notification of the meeting, including a copy of the posted agenda, no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act. Once approved by the Charter School's Board of Directors, the Charter School shall provide the District with a copy of the minutes of the meeting within five (5) calendar days.

9. Facilities: The Charter School will lease facilities from Acton-Agua Dulce Unified School district located at 11311 Frascati St, Agua Dulce, CA 91390 ("Site") from July 1, 2018 to June 30, 2021, they shall provide a certificate of occupancy, as well as, any conditional use permits issued by the local jurisdiction to the District no later than 10 business days prior to the first day of occupancy. The Charter School recognizes that its facilities must conform with any federal or State requirements that may be applicable to charter schools.

The Charter School intends to secure and provide facilities for administration and classroom use at no cost to the District. The Charter School shall also be responsible for the maintenance, operations, and insurance of its facilities. The Charter School waives any right to facilities, furniture, fixtures or equipment it might be eligible for Proposition 39, codified at Education Code 47614, or its implementing regulations or any related laws enacted in the future.

10. Equipment and Materials: All equipment and materials purchased by the Charter School with Average Daily Attendance ("ADA") funding generated by students enrolled in the Charter School shall remain the property of the Charter School while the Charter School is operational and until closure of the Charter School. If the Charter School is required to liquidate such equipment or materials to repay or return State funds upon closure of the Charter School, or to repay creditors, all remaining net assets of the Charter School (after payment of all creditors), including equipment and materials purchased with ADA funding generated by students enrolled in the Charter School, shall be distributed following the dissolution procedures outlined in the Charter under "Closure Protocol" to another public educational entity for the benefit of public education, where the "public educational entity" shall be located within Los Angeles County and may be a California school district, county office of education, or charter school as selected by the Charter School. The Charter School shall be solely responsible for maintaining such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such equipment and materials with a purchase value of five hundred dollars (\$500.00) or more. The written inventory shall be updated and provided to the District annually. The written inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an annual basis and lists of any missing property or other dispositions shall be presented to the Charter School's Board and to the District. The Charter School shall account for all assets obtained in its financial reports.

11. Transportation: The Charter School shall be solely responsible for the direct cost of all transportation services if provided, including field trips, provided by the Charter School for its pupils. The Charter School shall ensure that Charter School fieldtrip consent and medical insurance forms are consistent with the requirements set forth in Acton-Agua Dulce District forms. The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

12. Food Services: The Charter School shall be solely responsible for the direct cost of all food services provided by the Charter School for its pupils if provided. The District shall not be responsible for providing or paying any costs in connection with food service to Charter School students at any time. Any additional costs not covered by federal and State nutritional grants shall be borne by the Charter School.

13. Administrative Services: The Charter School may contract with the District or County Office of Education or a reputable, bonded, and insured payroll contractor ("Vendor"), to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support

functions. This provision of the MOU applies to administrative services including but not limited to payroll, State Teachers Retirement System (“STRS”) and/or Public Employees Retirement System (“PERS”) report and contributions, accounting and fiscal services including accounts payable, billing, accounts receivable, and other duties as set forth in the Charter. The Charter School shall provide the District a copy of its agreement with the Vendor no later than July 31, 2017. The Charter School shall be solely responsible for the direct cost of all other administrative services provided by the District to the Charter School, including but not limited to the following: STRS and/or PERS county-wide reporting as set forth in Paragraph 37 below; Special Education Administrative Oversight; Staff Development; Fiscal Services (beyond oversight); and the District’s Annual fees.

The Charter School will establish and oversee a system to prepare attendance reports and submit payroll check requests per district guidelines. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies, and (2) the correct tax, retirement, disability, and the withholding have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on documented checks that are 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 and vacation leave.

14. Fiscal Services: The District and the Charter School agree that the District shall not act as a 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 contract with the District for services by way of a separate mutually exclusive written agreement. 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 acceptable to the District and in accordance with this MOU. The Charter School agrees to follow processing schedules and any other District business office procedures.

15. Additional Administrative Services: In addition to the supervisory oversight responsibilities and the one percent (1%) oversight fee described in Paragraph 27 below, the District shall also provide the Charter School with the following services which shall be compensated by the Charter School as more fully set forth below:

Learning Community Partnership.: The District and the Charter School will develop a non-geographic Professional Community of Shared Inquiry and Practice in cooperation with District schools and other charter schools authorized by the District.

- A. The District shall provide facilitation for a Learning Community Partnership including providing meeting space, communication support, clerical support, and outreach support.
- B. Access to District instructional materials and other resources.
- C. In-service training opportunities for Charter School staff in the same manner as provided to District staff, unless deemed inapplicable to the Charter School.

As consideration for the additional services provided by the District to the Charter School, the District shall charge the Charter School an amount equal to two percent (2%) of the ADA revenue of the Charter School (as the term “revenue” is defined in Education Code Section 47632(a) and (b)). This payment shall be in addition to the one percent (1%) oversight fee described in Paragraph 27 below. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 29 below.

16. Pupil Records: The Charter School shall at all times maintain Charter School pupil records, including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within Los Angeles County. Notwithstanding Education Code section 47610, the Charter School shall comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its charter, and this MOU.

17. Notice to Parents/Guardians: Annually, the Charter School shall provide to the District a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act ("FERPA"). If the Charter School receives Title I funding, parent notice shall provide information regarding the federal No Child Left Behind Act, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who is not "highly qualified" as contemplated by the No Child Left Behind Act.

18. Complaint Procedure: 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 in a timely manner. 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 have been addressed and the Charter School agree to provide such information.

19. Family Educational Rights and Privacy Act ("FERPA"). Employees of the Charter School who have a legitimate educational interest are entitled to access students' education records under 20 U.S.C. section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and Education Code section 49076(b)(6). The Charter School, its officers, and employees shall comply with FERPA at all times. In addition, it is agreed that the District has an educational interest in the educational records of the Charter School such that the District shall have access to those records for reasons that include, but are not limited to, records requests, complaints, and school closure. Records, at a minimum, shall include emergency contact information, health and immunization date, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code sections 60605 and 60851.

20. Fingerprint and Criminal Record Summary Services: The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee fingerprint verification information available to the District upon request.

21. Indemnity: Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers,

from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. It is the express intent of the Parties to provide the District the broadest indemnity protection available, consistent with applicable laws, and any doubts shall be resolved in favor of indemnifying the District. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

The Charter School agrees to pay any attorneys' fees and costs incurred by the District, or the District's insurer that provides liability or property coverage to the District, which are incurred in any successful effort by the District or the insurer to invoke or enforce the indemnification and insurance provisions of this Agreement. Any successful effort includes, but is not limited to: (1) the District prevailing in any litigation against the Charter School, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this Agreement, and (2) voluntary acceptance of the indemnification and insurance provisions of this Agreement by the Charter School or its insurance providers. All fees and costs incurred by the District or the insurer, after the District or the insurer has requested in writing, that the Charter School or its insurance provider comply with the indemnification and insurance provisions of this Agreement, shall be paid to the District, or the insurer, whichever has paid the fees and costs.

22. Insurance Coverage: No later than July 1st, proceeding the charters first operational year or such earlier time as the Charter School may employ individuals or acquire or lease property or facilities, the Charter School shall procure from an insurance carrier licensed to do business in the State of California, and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:

- A. Property Insurance: Property insurance shall cover replacement costs, if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
- B. General Liability: General liability insurance shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.
- C. Workers' Compensation: Workers' compensation insurance adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.
- D. Directors and Officers Liability Insurance: Directors' and officers' liability insurance, including employment practices liability insurance, shall be obtained and kept in force at all times and shall be no less than \$50,000.00 per occurrence and \$500,000.00 general aggregate.
- E. Automobile Liability: Automobile liability insurance to the extent necessary and in amounts appropriate for the type and use of the automobile(s).

The Charter School will also institute risk management policies and practices to address reasonably foreseeable occurrences and provide the District with a copy of the policies and a certification that such policies and practices have been instituted.

The Charter School shall not issue enrollment packages to prospective students, enter into employment contracts, or otherwise engage in activities related to instruction under the Charter until all required insurance certificates have been delivered to the District. The Charter School's insurance policies shall include the following: (1) a clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice stating the date of cancellation or reduction has been mailed to the Acton-Agua Dulce Unified School District. Date of cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice," (2) language stating in particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its officers, employees and agents are named as additional insured by way of endorsement to the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The certificates shall also include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance program or self-insurance carried or maintained by the District or its Governing Board. Each insurance company shall be an insurer admitted to do business in California with a "VIII" or better rating according to the current edition of Best's Insurance Reports.

The certificates shall provide for thirty (30) days written notice to the District of any modification, change, or cancellation of any of the above insurance coverage. The District may request to see evidence of insurance coverage during the site visits. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Charter School, and any approval of said insurance by the District, or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Charter School pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

23. Special Education Services and Section 504:

- A. The Charter School is expected to pursue Local Education Agency ("LEA") status and may join the SELPA of their choosing for the sole purpose of receiving special education funding. If a letter from the SELPA approving the Charter School's status as an LEA is not received by July 1st of the preceding year, the Charter School will operate as a public school of the District for the following school year for purposes of special education. Should the Charter School operate as a public school of the District, both parties agree that funding for special education at the Charter School will be allocated by the Antelope Valley SELPA and that the responsibilities and obligations of the District and the Charter School regarding the provision of special education and related services for students enrolled in the Charter School shall be set forth in a separate memorandum of understanding between the Parties. Such memorandum of understanding shall be in place prior to the opening of the Charter School.
- B. The Charter School shall be solely responsible for the Charter School's compliance with the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter "IDEIA"), including but not limited to any and all costs to provide special education and related services to the Charter School's students including transportation and contracting with qualified service providers. As such, the parties understand and agree that the Charter School shall at all times be solely responsible for compliance with the IDEIA in all aspects and for providing students with exceptional

needs who attend the Charter School a free and appropriate public education in compliance with the IDEIA. The Charter School shall comply with all policies and procedures adopted by the SELPA. The Charter School shall defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, and losses, and shall pay all costs, including the District's attorneys' fees, associated with any due process hearing or legal action arising out of the Charter School's provision of special education and/or related services to former students of the Charter School, students attending the Charter School, or students seeking to enroll in the Charter School.

- C. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to, holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office of Civil Rights as a function of the general education program.
- D. Any potential funding from Assembly Bill 602 for special education shall be based on the SELPA's funding allocation plan and be passed through in the same manner as any LEA within the SELPA.
- E. Charter Schools must pay an equitable share of encroachment. Paying encroachment is a statutory requirement. (E.C. 47646)

24. Oversight Monitoring: Oversight monitoring of Charter School shall be in compliance with applicable law, District Board policy, and the terms of the approved charter. At the District's request, the Charter School and District personnel shall meet monthly to discuss areas of concern, review and monitor records and student progress.

25. Admission: In accordance with Education Code section 47605(d)(2) and the charter, in the event enrollment demand exceeds capacity, students residing within the AADUSD District boundaries shall receive an enrollment preference over new Charter School students residing elsewhere.

26. Referral to Charter School as Alternative Placement: The Parties agree that the District may refer up to ten (10) District students per school year to the Charter School as an alternative placement, provided that the Charter School's enrollment is not at capacity. The Parties further agree that enrollment in the Charter School is optional and no student can be required to attend pursuant to Education Code section 47605(f).

27. Supervisory Oversight Fee: In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633, and the categorical block grant calculated pursuant to Education Code section 47634. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 29 below. These costs are in addition to, and not in lieu of, other costs set forth herein.

28. Direct Funding, Use of Funds, and Reserves.

- A. To the extent that Charter School is required to submit records or information to the District or to the Los Angeles County Office of Education in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient and in accordance with the law.
- B. The Charter School shall elect to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds directly in accordance with Education Code section 47651(a)(1). These funds shall be forwarded to an account established for the Charter School at a federally-insured commercial bank or credit union. In addition, the Charter School will maintain an account with the County Treasurer as soon as such an account is available by the County. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the County treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The chief financial officer and/or finance committee of the Charter School Board will regularly review these statements, and a copy of the monthly statements will be provided to the District. The Charter School will deposit all funds received as soon as practicable upon receipt. A petty cash fund at each learning site may not exceed \$500.00, may be established with an appropriate ledger to be reconciled twice monthly by a Charter School administrator, who shall not be authorized to expend petty cash. If the Charter School contemplates incurring debt, including loans from the State Treasury, it will provide notice to the District in accordance with this MOU. The parties specifically agree that it is not the responsibility of the District to provide advance funding for in lieu of property tax receipts to the Charter School, in accordance with Education Code section 47635. The Charter School recognizes that the District shall have no responsibilities for funding the Charter School beyond the actual funding received for the Charter School.
- C. The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the Charter School, and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the nonprofit public benefit corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.
- D. To safeguard the Charter School's financial stability, the Charter School shall maintain annual reserves of no less than three percent (3%) of the total expenditures and uses of the Charter School's most recent adopted budget for the fiscal year. An explanation of any projected drop in reserves below the five percent level must be included in the Budget Assumptions and Narrative.
- E. SELPA payments, if any, to the Charter School shall follow the SELPA's funding allocation plan. The Charter School understands that any delay in state or federal special education funding shall not delay services provided by the Charter School in any way. The Charter School agrees to provide funding above and beyond state and federal special education funding should it be necessary and not depend on the District for any advanced payments, reimbursements or other costs towards the Charter School's Special Education services in any manner.

29. Payment Schedule: The Charter School shall pay the administrative services fees (Paragraph 16), supervisory oversight fees (Paragraph 28), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (Unaudited Actuals deadline per CA Ed Code) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments received by the District prior to disbursement to the Charter School and/or the District may elect to offset and deduct any such fees or payments from in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.

30. Mandated Costs: The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU.

31. Additional Funding Sources: The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. Prior to securing any grant and/or additional funding, the Charter School shall notify the District thereof and provide a hold harmless, indemnification, bond, and/or other mutually acceptable security arrangement with the District reflective of the level of risk to the District for any repayment of any grants and/or additional funding.

32. Grants: The Charter School and the District may cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District or the Charter School.

33. Charter School Budget, Expenditures, Reports, and Audits: 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 Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion. Such policies will include, but are not limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education, or Department of Education.

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. State required financial reports shall be forwarded to the District by the dates specified in this MOU.

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.

The Charter School shall prepare and submit to the District the following financial information reports using the state software (SACS 20-ALL) or the Charter School Alternative Reporting Form, according to the following schedule:

- A. On or before July 1 of each year, a preliminary budget.
- B. On or before December 15, an interim financial report that reflects changes through October 31.
- C. On or before March 15, a second interim financial report that reflects changes through January 31.
- D. On or before September 15, a final unaudited report for the full prior year.
- E. Monthly financial reports displaying the financial status of the Charter School shall be submitted to the District on or before the last day of each month, showing totals through the end of the prior month. Such reports shall display budgeted revenues and expenditures as compared with actual figures to date and projected year-end figures, by major category of revenue and expenditure. The reports shall also include disclosure of any and all new debts assumed by the Charter School subsequent to submission of the previous month's financial report and the number of partial and full-time employees.
- F. The Charter School shall carefully monitor its financial budget and agrees to report any potentially significant operating deficit to the District within thirty (30) days of initial discovery or knowledge of such deficit.
- G. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.
- H. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.
- I. For the reports listed under A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

The Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be reviewed and approved by the Charter School's Director to determine whether the proposed expenditure is consistent with the Board-adopted budget and sign the check request form. All transactions will be

posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or by a contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

34. Bonds: In the event that the District seeks and receives voter-approved bond(s), parcel taxes, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Charter School agrees that it has no entitlement to funds being currently received, if any, by the District under former parcel tax or bond elections.

35. Loans: 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 the Charter School shall notify the District of any and all loans sought by the Charter School at least 48 hours in advance of signing shall be authorized in advance by the District and shall be the sole responsibility of the Charter School. The District shall have no obligation for repayment

36. Cash Flow: By mutual agreement and separate MOU that outlines conditions, term, and rates, the District may enter into arrangements to advance funds to the Charter School, or may, provide a line of credit for the Charter School as long as such agreements do not reduce or delay the resources assigned to the student of the District.

37. Personnel and STRS/PERS Reporting Requirements:

- A. All applicants for positions with the Charter School will be considered through an open process, and if hired, will enter into an employment agreement with the Charter School. The Charter School is independent from the District and any AADUSD employees who choose to work at the Charter School shall resign their status as employees of the District and all of their rights and benefits thereof. All persons employed by the Charter School shall not be deemed to be employees of AADUSD for any purpose whatsoever. The Charter School's employees shall have no employment rights of any kind with the District.
- B. The Charter School will develop and maintain an Employee Handbook detailing the rights and responsibilities of all Charter School employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation in the 2017-2018 school year, and by July 1 of each subsequent year, the Charter School shall provide the District with two (2) copies of the Employee Handbook including one electronic copy. The Charter School shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. The Charter School shall be solely responsible for the hiring and compensation of Charter School employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. The District shall have no obligation to provide beginning teacher support or assessment to any Charter School teacher or employee. The Charter School shall notify all applicants for non-certificated positions with the Charter School that accepting employment at the Charter School may exclude the applicant from further coverage in the applicant's current retirement system depending on the retirement options offered by the Charter School.
- C. No later than September 1, of each subsequent year, the Charter School shall provide the District proof of employment of appropriately credentialed, "highly qualified" full-time

equivalent teachers at the Charter School for that school year consistent with the qualification requirements for “Teachers” set forth in the Charter. The Charter School agrees to employ teachers according to the applicable “highly qualified” criteria in federal and State law. The District reserves the right to review Charter School hiring decisions to ensure compliance with applicable federal and State mandates regarding highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and “highly qualified.” Flexibility will be given to teachers hired by the Charter School for non-core, non-college preparatory courses as permitted by Education Code section 47605(l).

- D. If the Charter School elects to participate in the STRS or PERS programs, the Charter School shall enter into a contract with STRS, and/or PERS if applicable in the future, and provide the District written notification and a copy of such agreements, prior to the hiring of any Charter School employee. The District shall receive the Charter School’s STRS (and PERS, if applicable in the future) school-level reporting, and create any final county-wide reports required by STRS and/or PERS and submit such final reports to the retirement system on behalf of the Charter School. The Charter School shall pay the District the actual costs for these reporting services, as set forth in Paragraph 29 above, pursuant to Education Code section 47611.3. The Charter School shall timely upload their preliminary STRS and/or PERS payroll file and/or information required by the STRS and/or PERS systems, making corrections as indicated by the respective systems, and thereafter shall submit to the District all such necessary information to file final county-wide reports with STRS and/or PERS. The Charter School shall be solely responsible for the content and accuracy of the information provided to the District. The Charter School accepts and assumes sole financial responsibility for any and all STRS and/or PERS reporting fines and/or penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except if such fines and/or penalties result from the sole negligence of the District. This section, however, does not require the charter school to participate in either the STRS or PERS retirement programs.

38. Suspensions and Expulsions: In addition to the procedures set forth in the Charter, the Charter School shall ensure that pupils suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments, etc) during the period of the pupil’s suspension from school. Whenever a pupil is expelled from the Charter School, the Charter School shall notify the pupil and the pupil’s parents or guardians in writing of the pupil’s duty to attend the public school district in which the residency of either the parent or legal guardian is established. The Charter School shall also notify the public school district in which the residency of either the parent or legal guardian is established whenever a pupil is expelled from the Charter School.

39. AADUSD Reports: The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

40. Attendance Reporting, School Calendar, and Other Data:

The Charter School shall provide the District with the following:

- A. Descriptions of outreach and recruitment activities that have been conducted to reach target populations as described in the charter.
- B. Procedures for application or enrollment wait listing and lotteries for placement (enrollment preferences) as described in the charter.
- C. Evidence of enrollment preferences consistent with the charter and with District conditions of operation.
- D. Copy of enrollment forms and information provided to prospective families.
- E. Documentation, where applicable, that start-up enrollment is consistent with enrollment numbers described in the charter.
- F. Evidence that each student is a resident of California in accordance with Education Code section 47612.
- G. For students over 18, evidence that each student has been continuously enrolled (no break in enrollment greater than 20 school days) in an educational program and is making satisfactory progress toward completion of a high school diploma.
- H. Charter School's annual attendance calendar no later than July 1, 2016, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School shall submit enrollment and attendance data one week prior to the CDE's principal apportionment reporting deadlines to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report, including the names and addresses of all pupils enrolled in the Charter School, no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. Electronic data files shall be in the CDE required Principal Apportionment software format (currently PASR) and signed certifications will accompany hard copies of documents by given due dates.

In addition to submission of the electronic data files, the Charter School shall submit to the District hard copies of all back up attendance documents (e.g., monthly summary reports that support the reported ADA). AADUSD staff will review and certify the accuracy of attendance data submitted by the Charter School only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to the Charter School. The Charter School is responsible for assuring that all reports are accurate and timely in order to receive timely apportionment payments. The Charter School shall also maintain weekly attendance sheets, attested to by acceptable electronic means signed and dated by teachers, and

documentation evidencing contacts made by the Charter School to parents/guardians when students are absent from school (e.g., parent contact log, absence log, etc).

The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

41. Educational Program: The Charter School shall comply with all applicable state and federal laws pertaining to the Charter School, including but not limited to, California Education Code sections 47600 et seq. and Title 5 of the California Code of Regulations, sections 11960 et seq., as these laws and regulations may be amended periodically during the term of this Agreement. At all times that it is operational, the Charter School shall have available the information listed below. The information shall be submitted to The District prior to opening, whenever updated, and upon request:

- A. Scope and sequence for all subjects to be offered by the Charter School during the school year and during any supplemental instruction offering.
- B. The complete educational program for students to be served including, but not limited to:
 - 1. A description of the curriculum and identification of the basic instructional materials to be used.
 - 2. Plans for professional development, including agendas, topics to be covered, and speakers.
 - 3. Results of interim assessments used to evaluate student specific progress during the school year in addition to the results of the STAR program in evaluation of student progress.
 - 4. The University of California course descriptions submitted to UC Doorway.
 - 5. The Charter School's annual calendar for the school year that includes the number of instructional days (minimum 175 days or as required by law), minimum or early release days, holidays, board recess days, and professional development days.
 - 6. Daily bell schedule for site-based programs that includes any passing time, breaks or recess, lunch breaks, before or after school activities.
 - 7. Designation of any non-classroom based instructional days.
 - 8. Sample student contracts, description of frequency of contact with teachers, pupil/teacher ratios, and description of how student work will be evaluated for time value for non-classroom based programs (if applicable).
 - 9. Initial and mid-term Western Association of Schools and Colleges ("WASC") accreditation self-study and visiting committee reports.

42. Assessments and CAASPP Testing: The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and AADUSD curricular competencies as required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of CAASPP testing, and the total number of CAASPP tests to be administered to Charter School pupils. The Charter School shall provide the District with school-wide CAASPP test results by subgroups. The Charter School shall institute measures to ensure the security of all testing materials.

43. Program Audit: After receipt of standardized testing scores, the Charter School administrator will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the charter and such other information requested by the District relating to the Charter School's performance. This provision does not limit the District's statutory authority to make reasonable requests for information related to the educational program and student performance at any time during the year.

44. Curriculum Council: The District and Charter School may jointly establish a Curriculum Council to assist in the ongoing improvement of Charter School's curriculum and implementation of its education program.

- A. The Curriculum Council shall serve an advisory function only. Its members shall include, at a minimum, the District Superintendent or designee, the District's Director of Student Services, and the Charter School Director and/or Charter School Director Designee. The chairperson of the Curriculum Council shall be the District's Director of Student Services.
- B. The Curriculum Council may meet on at least monthly and/or quarterly basis to review, discuss, and/or make recommendations to the Charter School's Board of Overseers regarding instructional materials and other teaching resources, standardized testing requirements, school improvement tools and processes, professional development for teachers and administrators, technology integration, and other curriculum-related topics.

45. Annual Report: Beginning with the second year of operation, by December 1 each year, the Charter School shall submit a written "Annual Report/School Accountability Report Card" ("SARC") to the District for the prior year that examines the following:

- A. CAASPP results as listed above.
- B. Progress made on test scores, graduation rates and other measures of student success using the California School Dashboard
- C. Progress made toward each of the educational goals and student outcomes identified in the charter.
- D. Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction.

- E. Names of any additional internal assessments used by the Charter School not identified in the charter.
- F. Plans to address areas identified as needing improvement by the Charter School.
- G. Evidence that the Charter School is financially sound.
- H. Other relevant information as determined by the District, its Board of Trustees, or the Los Angeles County Board of Education.

46. Financial Records: Upon request, the Charter School shall provide the District with documentation of any financial records pursuant to Education Code section 47604.3 and as stipulated in the MOU.

47. Compliance with Other External Source Funding Requirements: The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

48. Dispute Resolution Procedure: In the event of any dispute between the Charter School and AADUSD, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the Parties. If no mediator is agreed upon within two weeks, the right to mediation is deemed waived unless otherwise agreed by the parties in writing. Unless agreed otherwise, the mediator shall not make findings or recommendations. Review by the mediator shall be held no later than forty-five (45) business days of receipt of the initial dispute statement. If mediation does not resolve the dispute, either party may pursue any other remedy available under the law. In addition, the District is not required to be referred to mediation in those cases where the District determines that the violation constitutes a severe and imminent threat to the health and safety of the Charter School's students.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement. It is also expected that the Charter School certify that all employees have had training as mandated reporters and have undergone sexual harassment training.

49. Legal Services/Other Services: The Charter School will be responsible for procuring its 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 and/or to public or private subcontractors as permitted by law and as available from the District.

50. Revocation and Closure Protocol: The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 53 shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its intention and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to “cure and correct,” unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d). Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the person(s) responsible for implementing the Charter School’s closure protocol shall be experienced in dissolution and closure of public educational programs and such person(s) shall comply with all legal requirements regarding the confidentiality of student records. The Charter School’s Executive Director shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining net assets. At a minimum, the closure protocol shall contain the following:

- A. Identification of the Executive Director who will oversee and conduct the closure process; this provision shall include a process to ensure that it is updated no less than annually or when any change is made.
- B. Notification of students and families of the Charter School closure.
- C. Security of student and business records.
- D. Identification of all assets and liabilities and plan for transfer as detailed in the charter.
- E. Final close-out audit to be paid for by the Charter School.
- F. Identification of a source of funding to be used for closeout expenses including final audit.
- G. Dissolution of the Charter School and/or nonprofit corporation.

The Charter School’s procedures shall also satisfy the definition of “closure procedures” in Title 5, California Code of Regulations section 11962, to the extent that Section imposes, or is amended to impose, additional requirements.

Closure procedures will not begin until appeal rights (if applicable) have been exhausted. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the District shall serve written notice on the Charter School that the closure procedures have been invoked. The Charter School shall immediately identify the specific individual who is responsible for coordinating the Charter School’s close out activities and shall notify the District. The District shall identify a staff person who shall work with the Charter School to accomplish all close out activities.

The Charter School expressly acknowledges the right of the District, on behalf of the County Superintendent of Schools (pursuant to Education Code section 47604.3), to take immediate and direct control of all of the Charter School’s student and business records at any time after the District gives written notice that it is invoking closure procedures.

51. Termination for Cause: The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the charter, this MOU shall be deemed null and void. Charter School may suspend performance under or terminate this MOU for cause upon sixty (60) days advance written notice to the District of a material violation by the District of the terms of this MOU.

52. Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed in Paragraph 48, above.

53. Annual Review and Miscellaneous: The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. The review may, at AADUSD discretion, require changes to the Charter School's programs to ensure compliance with the educational curriculum outlined in the Charter.

The annual review will be based upon objective criteria and incorporated by reference. As part of the annual review, the Charter School shall update its charter to reflect any new requirements of charter schools enacted into law after the charter was originally granted or last renewed, and any programmatic updates. On an annual basis, if the Charter School meets substantial achievement of and compliance with the District's criteria, as attested to by the AADUSD Superintendent, the Charter will be deemed renewed for a term of five (5) years. If the Charter is deemed not to have met or complied with a significant portion of the District's criteria but is progressing towards achievement of the criteria, the charter School's term will continue as originally granted or last renewed. However, if the District finds that the Charter School's financial, academic, compliance, or safety performance fails to meet agreed upon criteria, the District has the responsibility to prescribe warrants corrective action or closure of the Charter School.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

54. Independent Contractor Status: The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

55. Collective Bargaining: The Parties agree and understand that all employees of the Charter School shall be employees of the Charter School and that the Charter School shall be the exclusive public employer for the purposes of collective bargaining as provided in Education Code section 47605(b)(5)(O).

56. Construction and Enforcement: This MOU shall be construed and enforced in accordance with the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of Los Angeles, State of California.

57. Entire MOU: This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

58. Annual Review of MOU: The Parties agree to review this Agreement annually. By February 1 of the then-current year, both parties will present proposed revisions to the MOU. If there is no agreement to the proposed revision(s) by March 30 of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the charter.

59. Amendments: This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative. The writing shall indicate the intent of the parties to alter the MOU and contain specific reference to the Charter and to this MOU which it alters, amends or modifies. The Agreement may be amended by the Parties at any time during the school year.

60. Representatives." The duly authorized representative of the Charter School is iLead Agua Dulce Charter School's CEO or its designee. The duly authorized representatives of the District are the AADUSD Board of Trustees and the AADUSD Superintendent or his/her designee.

61. Material Revision to Charter: Changes to the charter deemed to be material revisions may not be made without prior approval by the District's Superintendent. Revisions to the charter considered to be material changes include, but are not limited to the following:

- A. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- B. Adding a non-classroom based program.
- C. Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the enrollment originally projected in the charter petition in any given year.
- D. Addition or deletion of grades or grade levels to be served.
- E. Changes to location of facilities or lease agreements for the Charter School sites, resource centers, meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision.
- F. Admissions requirements and procedures.
- G. Governance structure, including but not limited to: substantial changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval

62. Invalidity of Provisions of this MOU: If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

63. Nondiscrimination: The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

64. Assignment: Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

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

66. Survival: All representations, warranties and indemnities made herein shall survive termination of this MOU.

67. Notices: All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

68. Communication Policy: AADUSD will assign one employee within the district to be an authorized Charter School's direct person of contact. This person will respond to the Charter School's question or concerns in a timely manner. AADUSD will provide initial trainings on the district approved core values, oversight matrix and communication expectations annually. AADUSD will organize and conduct PLC meetings and provide professional development days annually. Site visitations will occur regularly to ensure compliance with the approved petition, MOU's and review the progress towards oversight annual matrix completion. The AADUSD Office of School Choice will report weekly to the AADUSD Superintendent about current events as it pertains to the authorized charter schools and provide the AADUSD Board of Trustees, through executive summaries, about the successes and challenges our charter schools are facing. The AADUSD Office of School Choice will complete a thorough annual charter review using the approved Charter School Oversight Matrix, with the optional support of third party experts, and provide both the board of education and the authorized charter with a written report outlining specific recommendations for continued authorization or revocation.

Authorized Charter Schools will provide the AADUSD Office of School Choice with the name, phone number, and business address of all key administrative employees within your charter, as well as, addresses of all school site facilities. The Charter School will designate one employee to be in direct contact with the AADUSD Office of School Choice for any and all questions and concerns. This person should respond to the district within 72 hours of initial contact. The Charter School will abide by the

District's Core Values and remain focused on fostering positive open relationships with not only AADUSD, but, any district in which your program resides. The Charter School will provide monthly updates to AADUSD Office of School Choice, in the framework of the districts six essentials, in order to keep an open dialogue about the successes and challenges that your charter is facing. The weekly updates are due to the Office of School Choice by midnight at the end of each calendar month. The Charter School will seek prior approval by submitting any and all advertising campaign materials to AADUSD before making them public. The Charter School will assign a key administrative employee to be a member of the AADUSD PLC and attend meetings and professional development. Understand that AADUSD personnel will be on your campus at any time to complete quarterly visits and/or annual audits. The Charter School will complete and submit all documents in a timely manner. Ensure that AADUSD Office of School Choice is provided copies of all correspondence with state entities.

69. LCAP Requirements: The LCFF accountability system requires that Charter School develop a three-year LCAP and annually update it.

The LCAP must:

- Be adopted by July 1, of each year.
- Identify goals based on state priorities for all students, “numerically significant subgroups”, students with disabilities, and eligible students,
- List annual actions that the charter school will implement in accomplishing the goal,
- Describe expenditures in support of the annual actions and where they can be found in the charter schools budget.
- The updates must use the template adopted by the SBE and include:
 - A review of the progress towards the goals included in the charter,
 - An assessment of the effectiveness of the actions described in the charter towards achieving the goals,
 - A description of changes to be implemented as a result of the review and assessment.

70. Lease of Facilities: The Lessee shall compensate the District for the use of the facilities for the space located at the Agua Dulce School. The Lessee shall pay the District a sum of four percent (4%) for the 2018-19 school year, six percent (6%) for the 2019-2020 school year, eight percent (8%) from 2020 -2021 and ten percent (10%) in the years following.

To the Charter School:

Dawn Evenson and Amber Raskin
Charter School Representative

To AADUSD:

Acton-Agua Dulce Unified School District
c/o Superintendent
32248 Crown Valley Road
Acton, California 93510
Telephone: (661) 269-0750

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

FOR CHARTER SCHOOL

FOR AADUSD

By: 
CEO
Charter School

Superintendent
AADUSD

EXHIBIT A

DISTRICT STANDARDS FOR THE LEASE OF THE AGUA DULCE SCHOOL & EINSTEIN ACADEMY CHARTER SCHOOL

SUMMARY:

The Acton Agua Dulce Unified School District (District) requires that the Charter School (Lessee) maintain the Agua Dulce School campus to the same standards as previously held before the lease agreement. The following guidelines include the District's expectations that will be part of the Memorandum of Understanding (MOU). The District's Maintenance and Operations (M&O) department shall annually conduct an inspection of all of the items listed below to ensure that District's standards are being met. The Lessee shall be expected to assume responsibility for any and all repairs and/or replacements listed on this annual report within 30 days of notification. Should the repairs and/or replacements not be completed within the 30-day period, the District shall have the repairs/replacements completed on behalf of the lessee. Any invoices and/or payments for the repairs and/or replacements including interest and/or late fees shall be the responsibility of the lessee.

BUILDINGS:

All classrooms and office buildings shall be maintained in *good working order*¹ and visual appearance at all times and any repairs made in a timely manner (30 days) which include exterior & interior painting, windows & shades, ramps, locking mechanisms, carpets, VCT floorings, lightings, both exterior & interior, electrical & IT wiring. All roofings shall be maintained to prevent water leakage. If leaks do occur, the Lessee shall have those repaired within a timely manner (10 days) and pay for those repairs. Any damage caused by water intrusion shall be repaired at the Lessee's expense in order to maintain sufficient working order and/or appearance. Should the Lessee fail to repair unit(s) within 10 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

RESTROOMS:

All restrooms shall be maintained in good working order. This includes the ventilation system, flooring, lighting, toilets, urinals, all plumbing pipes, sinks, soap dispensers, stall partition walls & doors, interior and exterior walls, entry doors, locks, roofs, electrical wiring and fire alarm systems within the restrooms. Any repairs or replacement materials needed to maintain a good working order system shall be done within 30 days and paid by the Lessee. Should the Lessee fail to repair unit(s) within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

FURNITURE:

All furniture shall be maintained in good working order or replaced if damaged. This includes student chairs, student desks, teachers desk & chairs, all tables, rolling & fixed cabinets, metal vertical and lateral filing cabinets, book cases and fixed white boards. Any repairs or replacement materials needed to maintain a good working order system shall be completed within 30 days and paid for by the Lessee. Should the Lessee fail to repair the items within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

¹ "Good working order" is defined as: The condition of a mechanism or object when it is functioning prop

HVAC UNITS:

All HVAC units shall be maintained in good operating order, both heating & cooling. Filters are to be changed every three (3) months. If a repair is needed the Lessee shall pay for all preapproved repairs within 30 days. If Lessee fails to repair unit in a timely manner (5 days), the District may have the repairs done and send the bill to the Lessee. All equipment connected to the HVAC unit shall be maintained in good working order, which includes thermostat, wiring, filters, grills and breakers. Any repairs or replacement materials needed to maintain a safe environment shall be done in a timely manner (5 days) and paid by the Lessee. Should the Lessee fail to repair unit(s) within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

WELL SYSTEM:

The well system shall be maintained in good working order. The Lessee shall assure that the chlorine tank is maintained weekly, that all equipment related to the well system is maintained in good working order and that all monthly water samplings tested by the County shall be paid by the District. Any repairs/replacement parts needed on the well system shall be done within 3 days, realizing that the water source for both restrooms and drinking fountains come from the same well source. Any repairs or replacement materials needed to maintain a good safe system shall be done within 5 days and paid for by the Lessee. Should the Lessee fail to repair unit(s) within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

FENCING:

All fencing surrounding the campus and gates shall be adequately maintained and able to secure the campus. Any repairs needed to maintain security of the school campus shall be done within 30 days and paid for by the Lessee. Any repairs or replacement materials needed to maintain a good working order system must also be done within 30 days and paid for by the Lessee. Should the Lessee fail to repair unit(s) within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

FLAG POLE & FLAGS:

The flag pole and rope shall be maintained in good working order. Flags shall be maintained in good appearance and if needing replacement the Lessee shall buy new flags (California & US). Any repairs or replacement materials needed to maintain a good working order system shall be done within 30 days and paid for by the Lessee. Should the Lessee fail to maintain the unit(s) within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee.

TRASH & RECYCLING PICK-UP:

The Lessee shall enter into its own contract with waste management provider of their choice in order to have trash & recyclable materials picked up at the school site. The Lessee shall be responsible for the monthly payment for this service

UTILITY COSTS:

The Lessee shall be responsible for payment of all utility charges at the school site including electric, water, natural gas, telephone, internet and any other services.

CUSTODIAL PERSONNEL:

The Lessee shall maintain all facilities in a good and clean manner and have a campus custodian on site daily to empty all interior & exterior trash cans, keep the restrooms clean and stocked, have all carpets vacuumed at least once a week, MPR floor mopped and cleaned. The Lessee shall be responsible for providing all paper and chemical supplies. The district recommends the hours of the custodial personnel shall be 12:30-9:00PM daily.

MPR & KITCHEN:

Any repairs or replacement materials needed to maintain a good working system shall be done within 30 days and paid by the Lessee. Should the Lessee fail to maintain the unit(s) within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee.

MAINTENANCE PERSONNEL:

The Lessee shall be responsible for maintaining the premises daily on a basis in order to facilitate repairs, unlocking of school gates upper & lower fields, raising the flags, unlocking certain doors and performing necessary repairs, including the replacement of HVAC filters, well maintenance and keeping the exterior of the campus swept and clean and the weekly landscaping of the campus. The Lessee is responsible for purchasing the necessary equipment, mowers, blowers, etc. in order to maintain a visually clean and well- kept campus.

SUMMER CLEANING:

The Lessee shall be solely responsible for the Summer cleaning of the campus in order to maintain a clean & healthy environment for the upcoming school year. This will include the cleaning of carpets, VCT Flooring, walls & lights, the stripping & waxing of the MPR Flooring, Cleaning of student's desk & chairs. If the Lessee fails to do Summer cleaning, the District may hire a custodial company to come in and clean the campus, as described herein, and the Lessee shall be charged for those services. Should the Lessee fail to repair unit(s) within 30 days, the District may have the repairs done on behalf of the Lessee at the expense of the Lessee.

LATHEM BELL SYSTEM:

The Lessee is responsible for the proper operation, maintenance and repairs on the existing Lathem Bell system and it shall be in good working order until the lessee ends its lease. Any repairs or replacement materials needed to maintain the system in good working order shall be done within 30 days and paid by the Lessee. If Lessee fails to make repairs the District may have the repairs done and send the bill to the Lessees.

FIRE EXTINGUISHER ANNUAL RECERTIFICATIONS:

There will be an annual recharge & recertification of all fire extinguishers on the Agua Dulce school campus during the month of July. The Lessee shall be responsible for this expense. Should the Lessee fail to meet this obligation within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee.

CHURCH MEETINGS ON SUNDAY:

The Lessee shall allow the ongoing meetings on Sundays of Family Community Church allowing them sole use of one classroom for storage & class. Also, on Sundays only, the use of the MPR room for the church service and several classrooms for Sunday school classes.

FIRE ALARMS:

The Lessee shall be responsible to maintain the fire alarm system in a good and safe working order at all times. Any repairs or replacement materials needed to maintain a safe working system shall be done within 5 days and paid for by the Lessee. If Lessee fails to repair unit the District may have the repairs done and send the bill to the Lessee.

PLAYGROUND EQUIPMENT:

All playground equipment and the playground surfaces themselves shall be maintained in good working order. An annual report of the playground equipment shall be prepared by the Lessee and a copy of that report shall be given to the District. Any repairs or replacement materials needed to maintain a good working order system shall be done within 30 days and paid for by the Lessee. If Lessee fails to repair unit the District may have the repairs done and send the bill to the Lessee.

EXTERIOR CEMENT LUNCH TABLES/BENCHES/UMBRELLAS:

All Exterior cement lunch tables/benches shall be maintained so as to be used safely by the students. Any repairs or replacement materials needed to maintain a safe use shall be done within 30 days and paid for by the Lessee. If Lessee fails to repair unit the District may have the repairs done and send the bill to the Lessee.

ALTERATION, REMODELS AND CONSTRUCTION:

No structural alterations, remodeling or construction projects shall be done at the Agua Dulce School site without the prior written approval from the District.

END OF LEASE:

At the end of the lease agreement, the lessee shall leave all the items listed above in good working order. If any repairs or replacement items are needed, they shall be completed within 30 days. The Lessee shall be responsible for this expense. Should the Lessee fail to meet this obligation within 30 days, the District may have the work done on behalf of the Lessee at the expense of the Lessee. At no time shall the Lessee remove items from the leased campus upon end of lease without first having the M&O on site to assure it is not District property. The campus is to be put back into operating use before the Lessee ends the lease and vacates the property.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

FOR CHARTER SCHOOL

FOR AADUSD

By: _____
CEO
Charter School

Superintendent
AADUSD