

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS  
AND [CHARTER SCHOOL]

[YEAR-YEAR]

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## I. RECITALS

### CHARTER GRANTED TO [CHARTER SCHOOL]

The Santa Clara County Board of Education granted a charter to [CHARTER SCHOOL] (hereinafter "School") on [DATE] (Attachment 1), pursuant to the terms of the Charter Schools Act of 1992, as amended. The charter granted by the County Board of Education (Attachment 2) is granted until June 30, [YEAR].

### PURPOSE OF THIS MEMORANDUM

This Memorandum of Understanding (MOU) outlines the specific funding sources anticipated to be available to the School and the specific terms under which the Superintendent will claim funding entitlements on behalf of the School and the Superintendent will make such funding available to the School, defines the operational and oversight arrangements between the Superintendent and the School, and defines and resolves other matters of mutual interest.

### TERM

This MOU becomes effective July 1, [YEAR] and covers the [YEAR-YEAR] fiscal year. The School and Superintendent may use this agreement as the basis for developing similar understandings in future fiscal years. Both parties agree to meet and discuss the terms of this and any future MOUs in good faith and in a timely manner. If the School plans to operate in the [YEAR-YEAR] fiscal year, plans for the [YEAR-YEAR] fiscal year must be submitted by June 30, [YEAR] for Superintendent approval, and will be incorporated as attachments into an MOU for [YEAR-YEAR].

## II. GOVERNANCE AND DISPUTE RESOLUTION

### GOVERNANCE

It shall be the School's duty and obligation at the School's expense and cost and under the direction of the School's governing body, to manage, operate and administer the School. The parties agree that at all times the School remains accountable and subject to the oversight of Superintendent as provided for in the Charter School Act, the Charter, this MOU and Santa Clara County Office of Education (COE) Policies and Procedures.

All employees of the School shall be employees of the School and not employees of COE, and the School shall be the employer for all purposes, including collective bargaining.

No officer or employee of the School has the express, implied or ostensible power or authority either to enter into or bind COE to a contract or agreement or in any way not authorized herein, nor to extend the credit of the COE to any third person or party without the express written permission of the Superintendent.

If the School is governed by a nonprofit corporation, the nonprofit corporation shall be governed by a board of directors in accordance with its bylaws and articles of incorporation. Those bylaws and articles must allow for the appointment of a director by the County Board of Education. The School's board of directors must seat the appointed director upon written

notification from the Superintendent of such an appointee. Any such appointed director shall have all the rights and privileges of any regular member of the board of directors. Regardless of such appointment and participation, the COE and School remain separate legal entities.

#### DISPUTE RESOLUTION

It is the responsibility of the Superintendent to oversee the operation of the School to ensure that all provisions of the MOU, and its attached charter and supporting documents, are fully carried out. If any deviation from these provisions is found, the Superintendent shall order corrective action. Any dispute the School or COE staff may have with the implementation or interpretations of this MOU may be appealed to the Superintendent.

#### CHARTER REVOCATION

The School shall be governed at the school level in accordance with the charter and this MOU. The County Board of Education shall hold the School accountable for fulfilling the terms of its charters and the MOU, and may revoke the charter at any time consistent with law. Prior to revocation the County Board of Education will afford the charter school a reasonable opportunity to correct unless the violation constitutes a severe and imminent threat to the health or safety of the pupils.

#### SCHOOL CLOSURE

In the event of closure of the School, the School will follow the procedures established in its charter. In addition, the School will develop a plan for the maintenance and transfer of pupil records. The School is solely responsible for the maintenance and transfer of such pupil records.

### III. DEFINITIONS

None **[MAY BE INSERTED IF NEEDED]**

### IV. FUNDING SOURCES

#### ANTICIPATED FUNDING SOURCES AND AMOUNTS

Table 1 in the School's Financial Plan (Attachment 3) lists the specific funding sources anticipated to be available to the School based on the best available estimates as of the time it was prepared. Table 1 shall conform to California Schools Accounting Manual (CSAM) standards and show anticipated revenue by specific budget area. Each funding source requires a separate explanation including applicable calculation of the revenue. The School may seek other revenue sources not listed in Table 1.

#### SPECIAL EDUCATION FUNDING AND RESPONSIBILITIES

The Charter School shall comply with all applicable requirements of federal and state law concerning the education of children with disabilities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. § 1401 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et*

*seq.*). The School shall implement a Student Study Team Process (SST), a regular education function, to monitor and guide referrals for Section 504 and Special Education services. The School shall send written notice to the SCCOE at least ten (10) days prior to each upcoming SST meeting.

The School may apply to any Special Education Local Plan Area (SELPA) in the state to operate as a local educational agency within the SELPA. If the School is admitted to a SELPA, and submits evidence of such admission to the SCCOE by March 15<sup>th</sup>, the School shall be designated as a local educational agency within that SELPA for the coming school year. Otherwise, the School shall be designated as a public school of the SCCOE. Any change in the School's SELPA affiliation or LEA status for purposes of special education during the period of this MOU shall constitute a material change to this MOU and shall require written notification to and approval from the SCCOE.

a. If the Charter School is designated a local educational agency within a SELPA for the purposes of special education services and funding, the following apply:

1. The School shall adhere to the policies, procedures and other requirements of its SELPA regarding services to special education students. The School shall receive state and federal special education funding in accordance with the allocation plan established by its SELPA.
2. The School shall be responsible for providing all appropriate special education and related services, including development of written individualized education plans ("IEPs"), in accordance with all applicable state and federal laws for all students with exceptional needs. Upon mutual agreement and in accordance with the SELPA Plan the SCCOE may provide the School with special education services on a fee-for-service basis.
3. The School shall convene IEP team meetings, and shall ensure appropriate documentation of the IEP process and ensure compliance with all parent and student rights. Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Services and placements shall be provided to all eligible School students in accordance with the policies, procedures and requirements of the SELPA. To the extent that the agreed-upon IEP requires educational or related services to be delivered by staff other than the School staff, the School shall provide and/or arrange for such services including, but not limited to, identification, evaluation, and educational services. The School shall, when necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the School shall defend all aspects of the claim.
4. The SCCOE shall retain authority to review the School's special education files, records, service delivery records and actual practices, attend IEP meetings, attend SST meetings, and review minutes and documents from all such meetings. The School shall send written notice to the SCCOE at least ten (10) days prior to each upcoming IEP meeting (or when the parent is notified for emergency meetings).

b. If the Charter School is designated a public school of the SCCOE for the purposes of special education services and funding, the following apply:

1. The Charter School shall adhere to the policies, procedures and other requirements of the Local Plan for Special Education and of the SCCOE regarding services to special education students.
2. The SCCOE shall provide special education services to all special education students of the School consistent with the services it provides at its other public schools. The SCCOE shall be responsible for providing all appropriate special education and related services, including development of written IEPs, in accordance with all applicable state and federal laws for all students with exceptional needs. The SCCOE shall obtain state and federal special education funding allocated for Charter School students through the SELPA. Upon mutual agreement and in accordance with the Special Education Funding Plan the Charter School may provide reasonable and approved special education services directly and the SCCOE may reimburse the Charter School for the School's provision of such services.
3. The SCCOE shall convene IEP team meetings, and shall ensure that IEP teams are informed of the School's instructional design, mission, and charter in the development of IEPs. IEP teams shall include a representative of the School. The School shall be responsible for having the designated representative in attendance at IEP meetings in addition to any representatives who are knowledgeable about the regular education program at the School. The SCCOE shall ensure appropriate documentation of the IEP process and ensure compliance with all parent and student rights. Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Services and placements shall be provided to all eligible School students in accordance with the policies, procedures and requirements of the SCCOE and of the Local Plan for Special Education. To the extent that the agreed-upon IEP requires educational or related services to be delivered by staff other than the School staff, the SCCOE shall provide and/or arrange for such services including, but not limited to, identification, evaluation, IEP development and modification, and educational services. The SCCOE shall, when necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the SCCOE shall, in consultation with the School, defend all aspects of the claim.
4. The County Superintendent of Schools or designee shall represent the School's special education interests and needs as it represents the needs of all schools in the SCCOE at all SELPA meetings. The SCCOE shall communicate to the School relevant special education issues, including SELPA decisions and policies, in the same way that it communicates such information to all other schools in the SCCOE. SCCOE and/or SELPA information and training opportunities regarding special education shall be available to School staff to the same extent that such information and opportunities are available to site staff at all other schools in the SCCOE. The SCCOE shall provide School staff the opportunity to represent their school at committee meetings of the SELPA to the same extent that such opportunities are available to COE site staff.
5. The School shall identify and refer students who have or may have exceptional needs that qualify them to receive special education services. The School shall follow the SCCOE policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California Law and SCCOE policy. The SCCOE shall-determine which

special education assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the SCCOE's general practices and procedures, and applicable law. The School shall provide any information requested by the SCCOE to make this determination. The School shall not conduct unilateral independent assessments without prior written approval of the SCCOE.

6. The School is solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-SCCOE school. The SCCOE shall ensure that the School receives notification and relevant files of all students with an existing IEP who transfer to the School from an SCCOE school. The SCCOE shall be responsible for securing the signed permission of the parent/guardian for the release of student records.

#### OTHER FUNDING SOURCES

The School may receive funding from the California State Lottery with the understanding that the per-ADA amounts owing can vary depending on the receipts of the California State Lottery and other factors. The School may receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California in the state fiscal-year Budget Act and/or related legislation to the extent that the charter school and its students generate such entitlements.

### V. EXPENDITURES AND COUNTY OFFICE OF EDUCATION SERVICES

#### EXPENDITURES

Table 2 in the School's Financial Plan (Attachment 3) lists the specific expenditures anticipated by the School based on the best available estimates as of the time it was prepared. Table 2 shall conform to California Schools Accounting Manual (CSAM) standards and show anticipated expenditures by specific budget area.

#### COE SERVICES

The COE shall provide general oversight of the School. The School will reimburse the COE the actual costs of oversight up to one percent (1%), or whatever other percentage may be established by law, of the School's general purpose block grant and categorical block grant annual apportionments from the CDE for this oversight.

In addition to general oversight, the Superintendent may provide additional services from the COE to the School. Such services may include:

- Financial Services
- STRS enrollment, processing and reporting services
- Library Resources
- Payroll
- Professional Development
- Program Evaluation
- School Plan
- Special Education Services

The School shall include the costs of any such services it chooses to purchase in Table 2 of its Financial Plan (Attachment 3). The COE will invoice the School for the cost of general oversight and of these additional services on a monthly basis. The School will remit payment for such invoices on a timely basis, but no later than 30 days from the receipt of the invoice.

The School may request that the Superintendent provide other contracted services. Should the School seek contracted services from the Superintendent other than those required by this MOU, the School and the Superintendent may mutually agree to such services. However, the Superintendent has the right to refuse to provide any services not required by this MOU.

#### ADJUSTMENTS AND RECONCILIATION

The amounts described above and in Tables 1 and 2 are estimates of revenues and expenditures based on the information available when the estimates were prepared. Whenever these estimates are not reflective of actual amounts, the School or the Superintendent may request a meeting to discuss adjustments to or reconciliation of these figures.

### VI. DATA REPORTING AND OBSERVATION

#### AVERAGE DAILY ATTENDANCE

The School will develop an attendance reporting calendar and maintain a system to record and account for average daily attendance (ADA). The School will report ADA figures to the COE on a monthly basis by a date established by the COE, and the COE will report the ADA data to the CDE as necessary to enable the School to receive the funding specified in this MOU. The School shall notify the COE if, during any month, actual ADA falls more than 10 percent below ADA as estimated in the annual budget.

#### ENROLLMENT

The School shall also obtain a CDS code number for the charter school from the CDE and complete and submit enrollment and other necessary demographic information to the COE and to the California Basic Education Data System (CBEDS) consistent with state time lines.

#### BUDGET AND FINANCE

The School shall prepare and submit to the COE a proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on reasonable assumptions by June 1<sup>st</sup> prior to the beginning of the subsequent fiscal year. Justification for each revenue source with calculations is required. A final budget approved by the School's Board of Directors is due to the COE by June 30<sup>th</sup> prior to the beginning of the subsequent fiscal year.

## FINANCIAL REPORTS

MONTHLY REPORTS – due by the 20<sup>th</sup> of each month for the prior month:

Monthly Financial Report – format and spreadsheet provided to School by the COE

Monthly Cash Flows – format and spreadsheet provided to School by the COE

CHARTER SCHOOL INTERIM FINANCIAL REPORT – ALTERNATIVE FORM – Use the state formatted report, first interim report as of October 31 due by December 15, second interim report as of January 31 due by March 15.

CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT – ALTERNATIVE FORM – This report must be submitted to the COE on or before September 15 for the prior fiscal year that ended on June 30.

## AUDIT

The School shall cause to be prepared an audit of the financial transactions of the charter school each year. The School shall immediately forward a copy of the audit to the COE upon receipt of the final audit findings in accordance with state time lines.

The School shall contract for an audit to be prepared in accordance with Governmental Auditing Standards. This audit shall be performed in accordance with Financial Accounting Standards Board (FASB) standards and K-12 audit standards where such standards are applicable to charter schools (including attendance and applicable compliance requirements for government funding streams that the School is seeking.) The School shall also conduct a Single Audit if the School is required to do so under federal guidelines. The audit shall be performed by an independent auditor designated in the School's Financial Plan (Attachment 3), or another auditor acceptable to the Superintendent. The named auditor of choice shall be decided not later than April 1 of the year to be audited. The School shall be responsible for developing and implementing an audit resolution plan for any findings/recommendations included in the audit of the prior year. Such plan shall be submitted to the Superintendent by March 15 for review and approval each year during the term of this MOU.

## FACILITY AND WORKPLACE SAFETY

The School shall comply with and maintain appropriate records of compliance with all applicable workplace safety laws and regulations, and shall make such records available to the COE upon request.

The School will be located within the geographical boundaries of Santa Clara County. The School will meet all physical requirements established by law for safety, access, maintenance and repair. By June 30<sup>th</sup> prior to the beginning of the subsequent fiscal year, the School will develop and submit a school maintenance, safety and access plan (Attachment 9) for the approval of the Superintendent. This plan may include district responsibility for Proposition 39 facilities. The school facility must meet all applicable state and federal requirements for public charter school facilities. The Superintendent can suspend school operations during any period that a satisfactory school maintenance, safety and access plan is not established or enforced.

## STUDENT RECORDS

The School shall maintain student records of general directory information, academic progress, immunization and other health records, and shall make such records available to the COE upon request. The School shall also maintain separate individual student disciplinary records, and individual education plans for students who require special education services, and shall make such records available to the COE upon request as consistent with applicable law such as FERPA.

## EMPLOYEE RECORDS

The School shall maintain full employee personnel records for each employee, and shall make such records available to the COE upon request as consistent with applicable law. The School will provide a calendar, master schedule and copies of staff credentials on a yearly basis.

## REQUIRED DISCLOSURES

The School shall immediately notify the Superintendent of any pending, actual, or reasonable anticipation of litigation from any party of potential infraction, criminal or civil action against the School or any employee, Special Education complaint or due process hearing, or request for information by any governmental agency.

## AGENDAS AND MINUTES

To assist in oversight responsibilities, agendas will be provided to the Superintendent three (3) days in advance of the regular meetings of the School's Board of Trustees. Draft minutes of each meeting will also be made available to the COE within fifteen (15) working days of the meeting.

## OTHER DATA

The School shall provide all data and reports required by the CDE, including CBEDS, attendance reports, projected teacher needs, etc. The School shall also obtain and work cooperatively to supply to the COE in a timely and accurate fashion any other information required by the COE to complete its oversight responsibilities.

## OBSERVATIONS

The Superintendent and/or designee(s) may observe any activities of the School, its operations, instruction, or meetings, at any time.

## VII. SCHOOL PROGRAMS AND ACADEMIC PERFORMANCE

### RECRUITMENT AND REGISTRATION

The School's recruitment and registration processes shall be as described in the charter and the attachments to this MOU (Attachment 5).

## ADMISSIONS PREFERENCE

The School's admissions preferences shall be as described in the charter and the attachments to this MOU (Attachment 5).

## INTERVENTION PROGRAMS

Programs for English Language Learner (ELL) students and for students requiring remedial intervention must be rigorous, intensive and comprehensive. By June 30<sup>th</sup> prior to the beginning of the subsequent fiscal year, the School will submit its ELL plan (Attachment 7) and the ELL plan will be attached to and become a part of this MOU.

## ACADEMIC PERFORMANCE

The School must conform with applicable *No Child Left Behind* requirements as specified in annual measurable objectives and other statewide assessments as applicable to charter schools. Subject areas must include state based areas and requirements. The time line must adhere to those required by CDE. The School must achieve an API that satisfies the requirements established by CDE, its charter and law. The School's plan for academic performance (Attachment 4) shall be as described in the charter and the attachments to this MOU.

## VIII. PERSONNEL

The School shall meet all credentialing requirements of State and federal law and regulations, including the California Education Code and the No Child Left Behind Act, as applied to Charter Schools.

Core teachers shall be fully credentialed and credentialed in appropriate subject matter. The School shall have flexibility to hire non-credentialed teachers in non-core classes, including art, music, and other non-core classes, as long as such flexibility does not contradict State or federal requirements.

Upon hiring, teachers shall be fingerprinted and undergo a background check in order for the school to receive subsequent arrest information. All employees will have a fingerprint clearance prior to beginning employment at the School. The principal of the School, or the principal's designee, shall be the designated contact at the School for all employment matters, including to establish fingerprint process and accept subsequent arrest records, and to monitor credentials, request emergency permits, etc., on an ongoing basis, and providing such information to the COE upon request, consistent with applicable laws. The COE will monitor credentials and assignments no less than one time per year, as consistent with law.

Staff at the School will participate in STRS or the School's 401(a) retirement plan.

The School must establish policies for protecting the employment rights of employees. Such policies must include statements that cover bargaining if applicable or contracts, sick/vacation leaves, and service credit (STRS) or tenure at former district while teachers work in charter school. The policies established by the School must be submitted to and approved by the Superintendent by June 30<sup>th</sup> prior to the subsequent fiscal year (Attachment 6).

The School must establish policies for protecting the employment rights of special populations. Such policies must include statements that cover recruitment, selection and hiring, and reasonable accommodations. The policies established by the School must be approved by the Superintendent by June 30<sup>th</sup> prior to the subsequent fiscal year (Attachment 6).

## IX. INDEMNITY AND INSURANCE

### INDEMNITY

The School shall be governed by a non-profit corporation pursuant to Section 47604(a) and (c). The non-profit corporation shall assume all liability, fiscal, and otherwise, for the actions, errors and omissions of its officers, employees, volunteers, and agents.

The COE shall not be liable for the debts and obligations of the School. The School shall defend, indemnify, save, and hold harmless the COE, its officers, employees, volunteers, and agents from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the School, its officers, employees, volunteers, and agents or hereunder, save and except claims or litigation arising from the sole active negligence or sole willful misconduct of the COE, its officers, employees, volunteers or agents. School will reimburse the COE for any expenditure, including reasonable attorneys' fees, the COE may make by reason of the matters that are the subject of this indemnification, and if requested by the COE will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the School.

The School shall not be liable for the debts or obligations of the COE. The COE shall assume all liability, fiscal, and otherwise, for the actions, errors and omissions of its officers, employees, volunteers, and agents. The COE shall defend, indemnify, save, and hold harmless the School, its officers, employees, volunteers, and agents from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly from or connected with the operations or services of the COE, its officers, employees, volunteers, and agents or hereunder, save and except claims or litigation arising from the sole active negligence or the sole willful misconduct of the School. COE will reimburse the School for any expenditure, including reasonable attorneys' fees, the School may make by reason of the matters that are the subject of this indemnification, and if requested by the School, COE will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the COE.

### INSURANCE

During the entire life of this MOU or modification thereof, the School shall take out and maintain insurance policies meeting the following insurance requirements:

- a. Liability Insurance -- The School shall provide general liability insurance, including coverage for owned and non-owned automobiles, with minimum combined single limit coverage of \$15,000,000 per occurrence for all damages, including consequential damages, bodily injury, sickness or disease, or death to any person or damage to or destruction of property including the loss of use thereof, arising from each occurrence. Coverage shall include protection for Corporal Punishment. Such insurance shall be endorsed to name the COE, its officers, employees, volunteers, and agents as additional insured as to all services performed by School under this

agreement. Said policies shall constitute primary insurance so that other insurance/self-insurance policies held by the COE shall not be required to contribute to any loss covered under the School's insurance policy or policies.

b. Property Insurance -- The School shall carry property insurance in the amount as deemed necessary by the Lessor and naming the Lessor as loss payee.

c. Vehicle Liability Insurance -- The School shall carry vehicle liability insurance for bodily injury (including death) and property damage which provides total limits of not less than fifteen million dollars (\$15,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

d. Student Accident Insurance -- The School shall carry reasonable amounts of student accident insurance.

e. Workers Compensation -- The School shall provide workers' compensation insurance coverage for its employees and volunteers for not less than statutory limits per occurrence.

f. Certificate of Insurance -- The School shall provide the COE with a certificate of insurance evidencing the above insurance prior to the effective date of this MOU. The liability insurance shall be endorsed to name the COE as additional insured with an additional insured endorsement. The certificate(s) and additional insured endorsements shall be provided to the COE no later than the effective date of this MOU. If the School should renew the insurance policy(s) or acquire either a new insurance policy(s) or amend the coverage afforded through an endorsement to the policy at any time during the term of this MOU, then School shall provide (a) current certificate(s) of insurance. Certificates and endorsements shall be delivered to the Risk Management Office at the COE.

g. Additional Provisions -- The insurance policies provided by the School shall include a provision for thirty (30) days written notice to the COE before cancellation or material changes of the above-specified coverage. The insurance companies shall be California admitted insurers with an A.M. Best rating of "A" or better. The insurance policies provided by the School shall include a provision for 30 days written notice to the COE before cancellation or material changes of the above-specified coverage.

h. Fidelity Bond -- The School shall furnish the COE with evidence that all officials, employees, and agents handling or having access to funds received or disbursed or authorized to sign or countersign checks, are covered by an employee dishonesty policy or a blanket fidelity bond adequate to cover a reasonable percentage of its operating budget.

i. Continuous Coverage -- If any of the above required coverages should expire, lapse or be cancelled, and not be immediately replaced by the School, the COE shall have the right but not the obligation to purchase similar coverages at the School's sole expense.

## X. CONSTRUCTION AND SEVERABILITY

### AMENDMENTS

This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.

### CHARTER PROVISIONS

The Charter approved by the County Board of Education and its motion of approval are attached to this MOU. All terms and provisions of the charter are hereby incorporated by reference into this MOU and are expressly made a part of this MOU as if expressly set forth herein. If the School and the Superintendent agree to any changes in this MOU or the charter document, they can make such changes in writing and attach such changes to this MOU. If such a change constitutes a “material revision to the charter,” the mutually agreed upon change will become effective upon the signature of the School representative and the Superintendent, and will be submitted to the County Board of Education as a recommended change to the charter document.

### ATTACHMENTS

The following attachments are incorporated into and agreed to in this MOU and are binding on the parties as if they were fully set forth in this MOU:

1. Santa Clara County Board of Education Motion #[NUMBER], [DATE]
2. [CHARTER SCHOOL] Charter, as approved [DATE]
3. [CHARTER SCHOOL] Financial Plan
4. [CHARTER SCHOOL] Plan for Student Academic Performance
5. [CHARTER SCHOOL] Recruitment and Enrollment Plan
6. [CHARTER SCHOOL] Personnel Policies
7. [CHARTER SCHOOL] Plan for English Language Learners
8. [CHARTER SCHOOL] SELPA Agreement
9. [CHARTER SCHOOL] Maintenance, Safety and Long-term Facility Plan

If and when the School updates any of these attachments, the School will provide the updated document(s) to the Superintendent for review, approval, and attachment to this MOU. These attachments must be approved by the Superintendent prior to the School commencing instruction each school year.

SEVERABILITY

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

NOTIFICATIONS

All notices, requests, and other communications under this agreement shall be through the following contacts or their designees.

To the Superintendent at:  
County Superintendent of Schools  
Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, California 95131

To the School at:  
**[DESIGNATED CONTACT]**  
**[CHARTER SCHOOL]**  
**[ADDRESS]**

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Colleen B. Wilcox, Santa Clara County Superintendent of Schools

BY \_\_\_\_\_ DATE \_\_\_\_\_  
**[SIGNEE, CHARTER SCHOOL]**

Attachment 1. Santa Clara County Board of Education Motion #[NUMBER], [DATE]

Attachment 2. [CHARTER SCHOOL] Charter, as approved [DATE]

Attachment 3. [CHARTER SCHOOL] Financial Plan

Financial Plan Contents:

- a. Table 1, funding sources anticipated to be available to the school for the fiscal year of the MOU and two subsequent fiscal years
- b. Table 2, anticipated expenditures for the fiscal year of the MOU and two subsequent fiscal years
- c. A detailed budget (including monthly cash flow) for the fiscal year of the MOU adopted by the School's directors
- d. Services to be received from the COE and the costs of those services
- e. The name and contact information for the School's auditor
- f. A list of the School's board of directors with contact information
- g. The School's fund-raising plan

Attachment 4. [CHARTER SCHOOL] Plan for Student Academic Performance

Plan for Student Academic Performance Contents:

- a. The School's statement of what it means to be an educated person in the 21<sup>st</sup> century
- b. The School's statement of how learning best occurs
- c. The School's calendar and class schedule
- d. A description of how students will be assessed and placed into curriculum and programs, including special education, English learners, remedial instruction, supplemental instruction, and accelerated/gifted programs
- e. A brief course description for each course or subject matter area to be offered, including the textbooks and supplemental materials to be used, the content and pacing of what will be covered during the school year, how student progress will be measured and monitored, and what adjustments will be made when student progress does not match expectations
- f. Instructional strategies to be used throughout the School and their basis in successful practice or research
- g. Specialized instructional strategies to be used for Special Education, English learners, or other areas where specialized strategies may be employed, and their basis in practice or research
- h. A description of how each student's overall performance will be monitored, and how instruction may be supplemented or changed when appropriate
- i. A description of how each teacher's performance will be monitored, and how professional development and other resources will be targeted and used to improve instruction
- j. Student outcome goals by grade level and by ethnic group, how progress toward those goals will be measured, and how the results of those measurements will be used to improve instruction
- k. A description of the overall approach of the School, and how the School's approach will be monitored and modified to improve student achievement (will the School employ School Plan, a Curriculum Audit and/or other school planning process? Who will be involved?)
- l. If the School is a high school, a description of the School's graduation requirements, how student progress toward graduation will be monitored, and steps that will be taken for students not making adequate progress toward graduation

Attachment 5. [**CHARTER SCHOOL**] Recruitment and Enrollment Plan

Recruitment and Enrollment Plan Contents:

- a. A description of the students the School intends to recruit
- b. A description of the efforts the school intends to use to recruit intended students
- c. The projected number of students, by grade level, for the coming school year and two additional subsequent school years
- d. The projected number of students, by ethnic category, for the coming school year and two additional subsequent school years
- e. A description of the process that the School will use to register and enroll students
- f. A description of the process the School will use if more or fewer students register per grade level than projected (including lottery and preferences, if any)
- g. A description of the process the School will use if more or fewer students register per ethnic category (including supplementary recruitment efforts, if any)

Attachment 6. [CHARTER SCHOOL] Personnel Policies

Personnel Policies Contents:

- a. The School's policy to protect the employment rights of employees who formerly worked at a public school district in California
- b. The School's policy defining the School's position on collective bargaining
- c. The School's policy defining the School's offerings of employee retirement benefits
- d. The School's policy protecting the employment rights of persons in federally protected categories
- e. The School's policy on criminal background checks

The Superintendent's review does not determine the content of such policies. The Superintendent's review serves only to ensure that such policies are in place and that they comply with State and federal law.

Attachment 7. [**CHARTER SCHOOL**] Plan for English Language Learners

Plan for English Language Learners Contents:

- a. The School's plans for involving parents, staff, students, and/or community members in developing, implementing, and/or evaluating programs for English learners
- b. The School's plans to properly identify, assess and report all students who have a primary language other than English
- c. How the School's general funds will be allocated to meet the specific needs of English learners, and what additional or categorical funds will be used, if any
- d. How the progress of English learners will be measured, and how those measurements will be used to improve the instruction and supplemental activities for English learners
- e. What training will be provided for staff to ensure the effectiveness of the program for English learner students
- f. How students will be placed in programs to assist English learners, and how parents can exercise their rights concerning student placements
- g. How the effectiveness of the School's programs for English learners will be measured, and how those measurements will be used to improve the programs

Attachment 8. [**CHARTER SCHOOL**] SELPA Agreement

SELPA Agreement Contents:

1. A written statement of which of the options for SELPA involvement the School has selected for the fiscal year
2. If the School has selected to join a SELPA as an LEA for Special Education purposes, a copy of the membership agreement between the SELPA and the School

Attachment 9. [CHARTER SCHOOL] Maintenance, Safety and Long-term Facility Plan

Maintenance, Safety and Long-term Facility Plan Contents:

- a. The address and phone number for the School
- b. A sketch or drawing of the School's campus, indicating main office, classrooms, activity areas, lunch room, athletic fields, etc.
- c. A statement of the School's seismic safety (structural integrity and earthquake preparedness)
- d. The School's plan for natural disasters and emergencies (how the School will be evacuated, how parents will be notified, etc.)
- e. The School's plan for training staff and students on safety procedures (including fire-drills, workshops, etc.)
- f. The School's maintenance plan, including how hazardous conditions will be identified and addressed
- g. A statement of the School's long-term facilities plans, including potential renovations, additions, location changes, etc.