

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL
July 1, 2022– June 30, 2024

This Memorandum of Understanding (the “Agreement”) is made and entered into this 9th day of March, 2022, by and between the Fresno Unified School District (hereinafter “the District”) and University High School, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A.** The Fresno Unified School District is a school district existing under the laws of the State of California.
- B.** The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.
- C.** Charter Corporation is a nonprofit public benefit corporation that manages and operates University High School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D.** The Act authorizes the District to grant charter petitions under specified circumstances. The District had approved a charter petition for Charter School for a five-year period from July 1, 2017 through June 30, 2022. Pursuant to Education Code section 47607.4, Charter School has had the term for its charter petition extended by two years through June 30, 2024 (hereinafter “the Charter”).
- E.** Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F.** The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.
- G.** The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects; and (4) providing a sound educational program for Charter School's students.

- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not discriminate against a pupil on the basis of any of the protected categories set forth in Education Code § 220.
- I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.
- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof.
5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
6. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to this Agreement at any time during the year.

7. Upon termination or revocation of the Charter, this Agreement shall expire.
8. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.
9. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus specific approved conditions, if any.
2. Charter School is authorized by the District to operate with grades 9-12.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and/or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School per Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604.
3. The District reserves the right to appoint a single representative to Charter Corporation's Board of Directors in accordance with Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure that the Board

is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter School shall establish a two-way teleconference location at Charter School. Board meetings of Charter Corporation will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the “Brown Act”).

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School’s leader, Charter School’s primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act. Verification of such training shall be provided to the District.
6. The Board of Directors of Charter Corporation shall audio record, video record, or both, all Board meetings and post the recordings on Charter School’s internet website.
7. Copies of meeting agendas for meetings of Charter Corporation’s Board of Directors and Charter School’s School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation’s Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Code;
 - d. Roster of Charter Corporation’s Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School’s leader (e.g., principal, executive director, or head of school);
 - g. Name and contact information for Charter School’s primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and
 - h. Any lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be nonsectarian in its admission policies, programs, practices, and operations. Charter School will not charge tuition and admission to Charter School will not be determined according to the place of residence of the pupil or the pupil's parent or legal guardian. Charter school will be open to all pupils who wish to attend.
2. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with federal and state law and that prohibit unlawful discrimination against any protected category. Protected categories are set forth federally under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, and Government Code § 11135. Protected categories include, but are not limited to, disability, sex, gender, gender identity, gender expression, nationality, race, color, ethnicity, ancestry, national origin, age, religion, sexual orientation, immigration status, medical condition, and genetic information, as well as association with a member of a protected category. Additionally, as set forth in Education Code § 231.5, it is the policy of the State of California, pursuant to Education Code § 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.
3. Charter School shall not discourage a pupil from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School agrees it will not request or require a pupil's records before enrollment. Charter School also will not encourage a pupil to disenroll from Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil is in a protected category. Charter School shall provide a pupil's parent or guardian with a notice confirming these requirements when they inquire about enrollment, before conducting an enrollment lottery, and before disenrollment of a pupil.
4. If the number of pupils who wish to attend Charter School exceeds capacity, attendance at Charter School shall be determined by a public random drawing in which preference will be extended to pupils as set forth in the Charter. Charter School agrees that preferences shall be consistent with federal law, the California constitution and Education Code § 200 and will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
5. Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment in accordance with Education Code § 49011.
6. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:

- a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and all applicable federal and state laws.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.
 - f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).
7. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the County of Fresno.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.
 - b. Special education programs, which funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds as Charter School will be funded directly from the state for its share of these funds. A portion of lottery funds must be spent on instruction, as dictated by the state.
3. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be the responsibility of Charter School to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

4. Charter School is eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code § 47635.
13. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

15. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts and/or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with its oversight responsibilities, including those required by Education Code §§ 47604.32 and 47605(m).
3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and paying all associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and public random drawing requirements, policies and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers,

successors and assigns (collectively hereinafter “the District and District Personnel”) from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys’ fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District’s approval of Charter School’s or Charter Corporation’s Charter, Charter School’s or Charter Corporation’s performance under the Charter, Charter School’s or Charter Corporation’s performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School’s policies and procedures, such as its application requirements, admission requirements, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, without limitation, those set forth in Education Code § 47604.1 and the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 et seq.);
 - d. Government Code § 1090 et seq., as set forth in Education Code § 47604.1;
 - e. The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.);
 - h. The Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act of 2008 (“ADAAA”) (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act (“FEHA”) (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code § 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:
 - a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least annually;
 - iii. Ensuring that all reports required by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5
 - iv. Monitoring the fiscal condition of Charter School; and
 - v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including hearing/investigating alleged violations and monitoring efforts to cure.
 - vi. Notifying the California Department of Education upon the occurrence of any of the circumstances described in Education Code § 47604.32(a)(5).
2. Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding Charter School's financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including, but not limited to, inquiries regarding financial records in which the District maintains base data or information.
3. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.
4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District will use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School
6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisory oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
8. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data
 - a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review on or before May 31 of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
 - b. A copy of the adopted budget shall be provided to the District for review no later than July 15th of each year.
 - c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.
2. Cash Flow Data
 - a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below.
 - b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Board of Directors' to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request.

- c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before December 15 of each year. This first interim financial report shall reflect changes through October 31.
- b. The second interim financial report shall be prepared and submitted to the District and the County Superintendent of Schools on or before March 15 of each year. This second interim financial report shall reflect changes through January 31.
- c. The third interim financial report shall be prepared and submitted to the District on or before June 15 of each year, if deemed necessary by the District. This third interim financial report shall reflect changes through April 30.
- d. The final unaudited financial report for the full prior year shall be prepared and submitted to the District and the County Superintendent of Schools on or before September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year.
- b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. Such remediation plan shall be provided to the District by January 15 of each year or within 4 weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.
2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation 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 Charter School.
3. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on

behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance (“ADA”) no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the Fresno County Charter Special Education Local Plan Area and will be categorized as a local educational agency member of the Fresno County Charter SELPA in conformity with Education Code § 47641(a).
2. It is understood that all pupils will have access to Charter School, no student shall be denied admission due to disability and Charter School’s preferences shall not result in limiting enrollment access for pupils with disabilities. Charter School confirms that it will have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal Special Education laws.
3. Pursuant to Education Code § 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code § 47641, the Fresno County Charter Special Education Local Plan Area has deemed Charter School a public school of the Fresno County Charter SELPA for Special Education purposes. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for notifying parents that Special Education services are provided through the Fresno County Charter SELPA and not the District.
4. Complaints. Charter School and the Fresno County Charter Special Education Local Plan Area shall address, respond to and investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.

5. Indemnity. Charter School agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the Fresno County Charter Special Education Local Plan Area and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys' fees and costs arising out of or related in any way to the delivery of Special Education services that may have been previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District with certificates of insurance and proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority ("JPA") registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of Charter Corporation's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation's premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School's ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under

Workers' Compensation Acts which may arise from its operation of Charter School, with statutory limits and Employer's Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following non-renewal, termination or revocation of the Charter or extend the period for reporting claims for three years following the non-renewal, termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of the school year. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1 of each year. The school safety plan shall include the following safety topics listed in Education Code § 32282(a)(2)(A)-(J):
 - a. Child abuse reporting procedures.
 - b. Disaster procedures, routine and emergency, with adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990, that include:
 - i. Establishing an earthquake emergency procedure system that includes a school building disaster plan, a drop procedure where each pupil and staff member takes cover, protective measures to be taken before, during and following an earthquake, and a program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.
 - ii. Establishing a procedure to allow a public agency to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
 - c. Policies for pupils who committed an act that would lead to suspension, expulsion, or mandatory expulsion recommendations.
 - d. Procedures to notify teachers of dangerous pupils.
 - e. A discrimination and harassment policy consistent with the prohibition against discrimination.
 - f. The provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code.
 - g. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.
 - h. A safe and orderly environment conducive to learning at the school.
 - i. The rules and procedures on school discipline.
 - j. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions.
10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of the school year.

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year.
4. Charter School will comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(1) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(1) to the District at the commencement of each school year.
5. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.
7. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS") deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.
9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal record check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI") prior to having any unsupervised contact with students.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisory oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the student's last known address within 30 days pursuant to Education Code § 47605(e)(3). Charter School shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such students after Charter School's referral.
4. Charter School shall provide to the District Charter School's student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.
5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individualized Education Program ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the

field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan and an annual update to the local control and accountability plan ("LCAP") shall be annually prepared and submitted to the District and the County Superintendent of Schools on or before July 1 of each year, unless a different date is established by law. The Parties acknowledge that results reported on the LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.
4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately and no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may be made only with prior approval from the District. Changes to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.
 - b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including 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 exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.

- h. Substantive changes to admission requirements and/or enrollment preferences identified in the Charter, unless required by law.
 - i. Substantive changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.
- 2. Notice of a nonmaterial revision to the Charter shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

- 1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
- 2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classrooms.
- 3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.
- 4. The evaluations of Charter School for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

- 1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1 of the school year in which Charter School would cease operations without renewal.
- 2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
- 3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
- 4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria as set forth in Education Code §§ 47607 and 47607.2.

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or any other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines.
2. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.
4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the Charter. Detailed closure procedures are set forth in Attachment A and incorporated herein by reference. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Executive Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and

- h. If applicable, dissolution of the nonprofit public benefit corporation.
- 3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
- 4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

- 1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
- 2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.
- 3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
- 4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

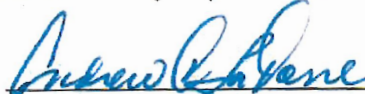
- A. **Non-Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.

- B. **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 and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. **Dispute Resolution.** All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code § 47607 and its implementing regulations. Violations of this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code § 47607.
- F. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.


This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.


Dated: 10/25/2021


Approved as to Form

Dated: 03/09/2022


Fresno Unified School District
Board President

Dated: 12-20-22


University High School
President

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ul style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

Item	Description	Responsible Party	Completion Date	Verification
	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

Item	Description	Responsible Party	Completion Date	Verification
8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

Item	Description	Responsible Party	Completion Date	Verification
	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			
17	At the point Charter School is dissolved, the student and business records shall come			

Item	Description	Responsible Party	Completion Date	Verification
	under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter School will make the payments.			

Item	Description	Responsible Party	Completion Date	Verification
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of Charter School's closure.			

Item	Description	Responsible Party	Completion Date	Verification
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and			

Item	Description	Responsible Party	Completion Date	Verification
	<p>accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School’s comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School’s comprehensive list of all assets by source, noting any restrictions on each asset’s use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District’s request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School’s petition, bylaws, and the law. The disposition of Charter School’s assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall be distributed in accordance with the Articles of Incorporation or bylaws 			

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	<p>upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			