

TO: MARY JANE BURKE, MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

FROM: CHUCK CADMAN, SCHOOL CONSULTING, INC.
BOB HENRY, SCHOOL AND COLLEGE LEGAL SERVICES

SUBJECT: NOTES REGARDING THE USE OF THE
CHARTER SCHOOL MOU TEMPLATE

Just as each charter proposal and each school agency is unique, so will each charter school MOU be unique. This template is offered as a guide as to suggested content and model language. In addition to providing a guide for school districts and the county office of education, it is also intended to be presented to charter school applicants early in the process of charter review. Hopefully, it will be a positive influence in the development of strong and educationally effective charter proposals.

Certain assumptions were required to construct a model MOU template. For example:

1. Because the vast majority of Charter Schools elect to be direct funded, that is to receive funding directly from the state, this template assumes that the Charter School has elected that option. Charter Schools also have the option for their funding to come to the school agency for their use (locally funded). If a school agency approves a Charter School which elects to be locally funded, that would obviously require a change in wording from that presented in the template.
2. For the same reason, it was further assumed that the Charter School has elected to be "a school within the district" for purposes of special education services. Charter Schools also have a rarely used option of seeking LEA status as a member of a SELPA. Even if the Charter School has elected to be "a school within the district," they may seek an arrangement by which they provide, or contract for, all special education services rather than receive District services. In addition, some Charter Schools seek to negotiate an arrangement whereby they assume total financial responsibility for their special education costs, as opposed to paying a pro-rata share of total district encroachment. Obviously, any of these variations would require a change in wording from that presented in the template.

July 30, 2004

**MEMORANDUM OF UNDERSTANDING FOR (SCHOOL YEAR)
BETWEEN THE (NAME OF AUTHORIZING ENTITY) AND
(NAME OF CHARTER SCHOOL OR CONTRACTING ENTITY)**

This Agreement is executed by and between the Board of Trustees of the (Name of School District) ("District") and the (Name of Charter School or Contracting Entity) ("Charter School").

RECITALS:

1. The (Name of School District) is a school district existing under the laws of the State of California.
2. (Name of Charter School or Contracting Entity) has developed and submitted a petition to establish a charter school. (for subsequent years after approval add: "has been operating as an approved Charter School since 200X").
3. The parties to this agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
4. By approving the charter petition, the District becomes the authorizing district of the Charter School. This Agreement is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the contents of the Approved Charter.
5. The Charter School shall commence operation to begin the (200X-200X) school year. The length of the initial term of charter status will be in accordance with the action by the Board of Trustees to approve the charter.
6. Written modification of this Agreement may be made by mutual agreement as set forth below.

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

AGREEMENTS:

1. Effective Date and Renewal: This agreement shall become effective on the date upon which it is executed by duly authorized representatives of both parties. Renewal for succeeding years is subject to approval by the respective Boards.
2. Amendments: Designated representatives of the District and the Charter School will meet as necessary to implement this agreement and to discuss necessary amendments. Amendments dictated by changes in statute, regulation and/or controlling court decisions shall automatically become part of this agreement. Otherwise, any modification of this agreement must be in writing and is subject to mutual ratification.
3. Charter School Finances: The Charter School will maintain an account at the office of the County Treasurer under the supervision of the County Office of Education. Block Grant funding, any additional categorical program funding, and lottery funds shall be received and held in this account. The Charter School will provide, at its own expense, personnel to work with the County Office of Education to manage receipts and disbursements for the Charter School, according to the County Office of Education's procedures. Unless otherwise agreed, all aspects of payroll reporting and disbursements, including contributions to the PERS and STRS retirement systems (if applicable), shall be managed through the County Office of Education.

The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its account in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President of the Charter School Board and Chair of the Fiscal committee will regularly review these statements. The Charter School will deposit all funds received as soon as practical upon receipt. A "revolving" cash fund, not to exceed \$2,000 (\$100 may be petty cash) may be established with an appropriate ledger to be reconciled monthly by an on site staff member, designated by the Board, who shall not be authorized to expend petty cash.

The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive a portion of such funds as negotiated between the parties, or as provided by the specific funding source.

The Charter School must notify the District 30 days in advance if it determines to secure loans or other short term funding apart from normal

state subventions for charter schools. The potential lender(s) must be notified, in writing, with a copy to the District, that the District is not a party to the proposed loan, and that the District bears no responsibility for the repayment of the loan. Further, the Charter School agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the repayment schedule, the impact on the current operating budget and the multiyear financial plan. If the District determines, at any time in the loan application/repayment schedule, that the Charter School is in danger of default, the District may initiate notification to the Charter School regarding the possibility of revocation.

The Charter School is not entitled to District funds (e.g., parcel tax, bonds, etc.). Any such potential sharing of revenue would strictly be based upon subsequent negotiations between the parties.

4. Attendance Reporting: The Charter School will be responsible for its daily attendance accounting. The Charter School Director shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the Charter School and engaged in the activities required of them by the Charter School. Not less than 30 days prior to the commencement of instruction, the attendance accounting system will be submitted to the District for review. Following review and approval of the attendance accounting system by the District, the Charter School agrees that it will not be changed prior to additional review by the District.

Reporting by the Charter School of average daily attendance, in accordance with the Charter Schools Act and the California Code of Regulations, shall be made directly to the County Office of Education by the Charter School, according to the County Office of Education procedures. The Charter School will also be responsible for preparation and transmission to the County Office of Education the Period 1, Period 2, and Annual Attendance Reports. Copies of these, and all other reports, shall be provided to the District upon submission.

The annual audit will review actual attendance accounting records and practices to ensure compliance with the law.

5. Student Demographic Report: The Charter School shall annually submit to the District a report of enrollments showing each student's demographic information, including home address, grade level and school of attendance in the prior fiscal year. This report shall be completed and submitted to the District not later than October 31 each year.

6. Annual Fiscal Audit: The Charter School shall contract for an annual fiscal audit as detailed in the Approved Charter and this Agreement. The annual audit report shall be forwarded to the District, the County Superintendent of Schools, the State Controller and the State Department of Education by December 15 each year. Audit exceptions and deficiencies shall be resolved to the satisfaction of the District.

If the Charter School is directed, managed, or otherwise financially linked with a parent organization, e.g., an education management organization, the audit report must show financial statements for the Charter School separated from those of the combined organization. If deemed necessary to provide financial oversight as required by law, the District may also request that the audit provide a separate opinion on the financial viability of the parent organization as it impacts the continuing financial viability of the Charter School.

7. Annual Employment Audit: The Charter School shall provide the following reports to the District not later than October 31 each year:
 - a. List of all employees verifying TB clearance.
 - b. List of certificated employees verifying credentials held, as well as the expiration date for each credential.
 - c. Verification that all employees submitted fingerprints and prior to employment and were found eligible to work for a public school.
 - d. Master Schedule listing all teaching assignments.
8. Fiscal Accountability: The Charter School will establish and maintain a Fiscal Committee to monitor all fiscal operations including budget development and oversight. The District will receive notification of all meetings of the Fiscal Committee, as well as minutes and miscellaneous work products from that group.

The Charter School shall adopt and meet generally accepted accounting principles and shall ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, the County Office of Education or Department of Education.

The Charter School will develop and maintain basic check requests and purchase order forms to document the authorization of all non-payroll expenditures. The following requirements shall be followed with regard to purchase orders:

- a. The Board of Directors must approve all purchase orders for an amount equal to or exceeding \$5000 based upon whether it is consistent with the adopted budget and authorize the Charter School Director and Chair of the Fiscal Committee to sign the check request form.
- b. The Charter School Director must grant prior approval for all purchase orders for an amount less than \$5000 after prior review of the proposed expenditure to determine whether it is consistent with the adopted budget. After approval, the Chair of the Fiscal Committee must also sign the check request form.

All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by an on site bookkeeper at the Charter School or a contracted bookkeeper.

All purchase orders over \$10,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Board shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years. The Charter School Director shall establish and maintain an annual inventory of all Charter School non-consumable goods and equipment over \$500 in value.

The Charter School may request to contract with the District, or choose a reputable, bonded and insured payroll contractor, to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions. The Charter School Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School Director and Chair of the Fiscal Committee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

9. Fiscal Reporting: The Charter School will forward to the District and to the County Superintendent of Schools the following reports by the designated dates:
 - a. On or before May 15, a preliminary budget.
 - b. On or before July 15, a final budget.

- c. On or before September 15, a final, unaudited report for the prior school year, derived from the Charter School's general ledger, reflecting actual revenues and total expenditures.
- d. On or before December 15, an interim financial report. This report, derived from the Charter School's general ledger, shall reflect actual revenues and expenditures, as well as budget activity and changes through October 31.
- e. On or before March 15, a second interim financial report. This report, derived from the Charter School's general ledger, shall reflect actual revenues and expenditures, as well as budget activity and changes through January 31.

The parties agree that it is the right and responsibility of the District to use any financial information it obtains, including the reports noted above, to monitor the fiscal condition of the Charter School.

- 10. Section 504 Services: The Charter School agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. The Charter School will develop, maintain and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s). Unless otherwise agreed between the parties, all aspects of Section 504 compliance will be the sole responsibility of the Charter School.
- 11. Special Education Services: The following paragraphs shall govern the provision of special education services for Charter School students:
 - a. The Charter School agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for special education. The Charter School will develop, maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, exceptional needs.
 - b. The Charter School agrees to adhere to all policies, procedures and requirements of the SELPA and the Local Plan for Special Education.
 - c. District special education staff serving Charter School students will be under the supervision of the District Director of Special Education, or his/her designee.
 - d. Any student who may qualify for special education services shall be referred to the District Office of Special Education by the Charter School for evaluation. If such evaluation establishes that the student is eligible for special education services, such services may be provided by the District. However, by agreement of the parties, such services may instead be provided by the Charter School. In this case, the District must approve all aspects of the plan for service, as well as receiving progress reports, as required by

Federal and State laws, by which to monitor compliance. The progress reporting dates shall be based upon the standardized reporting dates for the school district, and shall include due dates for IEPs, dates for evaluation, implementation of the IEP, provision of services, etc. The Charter School shall also be responsible for having the designated representative(s) in attendance, at IEP meetings which will be scheduled by the District.

- e. Unless otherwise agreed, the District shall make the sole determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments. The Charter School will follow all SELPA Policies regarding assessments, including unilateral, independent assessments.
- f. Parents and guardians enrolling their child in the Charter School shall be informed by the Charter School that, if their child requires special education services, such services may be provided at a site other than the Charter School site, at the discretion of the District Office of Special Education.
- g. Special education services, whether provided by District or Charter School personnel, shall be determined in accordance with the policies, procedures, and requirements of the Local Plan for Special Education.
- h. The Charter School shall advise Parents/Guardians to initially raise concerns regarding special education services, related services and rights to the Charter School staff. The Charter School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative, in consultation with the Charter School's designated representative, shall respond to and address the parent/guardian concerns.
- i. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.
- j. In consultation with the Charter School, the District may initiate a due process hearing on behalf of a student enrolled in the Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District shall defend any due process hearing or other legal action brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case that separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel.

- k. The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs and interests of all schools in the District.
- l. If the parties have agreed that the Charter School will provide some, or all, services to identified students, reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools/special education personnel within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall also be made available to Charter School staff. Also, to the extent that District site staff have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff in reference to services provided by the Charter School.
- m. The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected the status of “any other public school in the District” for the purposes of special education services and funding, and the District has agreed to provide, or otherwise ensure, special education services for Charter School students, consistent with the services it provides at its public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through the SELPA.
- n. Additionally, the Charter School shall owe the District a pro-rata share of the District’s unfunded special education costs (“encroachment”). At the end of each fiscal year, the District shall calculate the Charter School’s pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made, or for students who leave during the academic year. Reimbursement to the Charter School for agreed upon services provided by the Charter School to identified students will be subtracted from the encroachment calculation. This amount shall be calculated at the end of the fiscal year and paid by the Charter School within 30 days of presentation of an invoice by the District.
- o. The District shall provide the Charter School with documentation as to the calculation of the Charter School’s share of District encroachment and allow the Charter School an opportunity to

provide input and respond to the calculation. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures provided in the charter.

- p. In respect to its operations relative to special education services, The Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person or legal claims caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Charter School or its officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees.

- 12. Insurance and Risk Management: The Charter School shall procure, at its own expense, a policy of comprehensive liability insurance and full replacement property damage coverage. The insuring limits for liability coverage, at a minimum, shall be not less than Five Million Dollars (\$5,000,000.00) for any one person injured or killed and not less than Fifteen Million Dollars (\$15,000,000.00) for the injury or death of more than one person. The Charter School shall also procure a policy for worker's compensation coverage, at its own expense. The District shall be named as an additional insured under all insurances carried by the Charter School. The Charter School will make no changes in coverage without 90 days prior notification to the District.

The Charter School shall establish and maintain a risk management program. A report of the risk management program operation shall be submitted to the District not later than October 31 each year. The components of the report should include the Designated Safety Officer and establish that the following are in place:

- a. Injury Illness Prevention Plan
- b. Bloodborne Pathogen Training
- c. Hazard Communication Program
- d. Emergency Plan
- e. Documentation of Employee Safety Training
- f. Annual Safety Inspections

- 13. Contracted Services: At the discretion of the District, the Charter School may procure operating services from the District at prices to be determined by the District. Such services may include Purchasing, Payroll, Data Processing, Accounting, Food Services, Duplicating, Legal or other similar services the District provides to its own schools.

During the effective period of this agreement, the parties have agreed the Charter School will contract for the following services at the costs indicated:

District Services:

Cost to Charter School:

The District will prepare an invoice semi-annually which will be presented to the Charter School. The Charter School will make full payment to the District within 30 days of receipt of the invoice.

14. Compensation to District for Oversight Services: The Charter School will pay the District for the actual costs of supervisory oversight not to exceed 1 percent of the applicable revenue of the Charter School, to be increased to 3 percent of the applicable revenue if the Charter School is able to receive substantially rent free facilities from the District. Applicable revenue is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant. The invoice for actual costs of supervisory oversight, which shall not require itemization of District Staff time, shall be submitted to the Charter School at the close of each school year. The Charter School shall make payment to the District within 30 days of receipt of the invoice.

The District and the Charter School agree that "Supervisory Oversight," as used in the Charter Schools Act, shall include the following:

- a. All activities related to the Charter revocation and renewal processes as described in Section 47607.
- b. Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws and regulations.
- c. Participating in the dispute resolution process described in the Charter.
- d. Review and timely response to the Charter School's Annual Independent Fiscal Audit and Evaluation of the Education Program/General Operation Report.
- e. Identification of at least one Staff member as a contact person for the Charter School.
- f. Visiting the Charter School at least annually.
- g. Ensuring that the Charter School complies with all reports required of charter schools by law.
- h. Monitoring the fiscal condition of the Charter School.

- i. Providing timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - The Charter School will cease operation for any reason.

15. Evaluation of the Educational Program/General Operation: The Charter School shall furnish to the District an annual written report and evaluation of its educational program and general operation in accordance with the approved charter and the Education Code. The annual report, some of which may be presented in the form of the annual School Accountability Report Card, shall include an evaluation of the fulfillment of the charter's purposes and goals and shall include all of the following:
 - a. Review of each component of the Initial or Revised Charter Petition for compliance.
 - b. Analysis of whether goals included in the current Approved Charter are being met; review of all state and federal student assessment data and reports.
 - c. Summary of major decisions made/policies established by the Charter School Board in prior year.
 - d. Data on level of parent involvement in governance and operation of the Charter School.
 - e. Summary data from annual student/parent satisfaction survey.
 - f. Data regarding number of staff, their qualifications, verification of credentials and teaching assignments during the prior year.
 - g. Copy of health/safety procedures and summary of any major changes in this program.
 - h. Report on the suitability of the facility in terms of health and safety.
 - i. Report on the suitability of the facility in terms of educational utility.
 - j. Review copies of all appropriate documentation (e.g. budget reports, financial projections, leases, insurance, etc.).
 - k. Overview of admission practices including:
 - Number of students actually enrolled in each grade.
 - Waiting lists for each grade.
 - l. Report on expulsions and suspensions during prior year.
 - m. Review of internal/external dispute resolutions during prior year.
 - n. Report on parent complaints and any disposition of these complaints.
 - o. Report on any claims or lawsuits and any disposition of such claims or lawsuits.

The annual Evaluation of the Educational Program/General Operation Report shall be due to the District within 30 days of the receipt of standardized testing data each year.

16. Uniform Complaint Procedure: The Charter School will be responsible for establishing and maintaining a Uniform Complaint Procedure which will be distributed to parents/guardians at the time of student enrollment. Except in the instance of complaints that allege student safety issues, or other matters which constitute possible grounds for charter revocation, the District will refer all complaints it receives back to the Charter School for investigation and processing. The Charter School will forward to the District a copy of each complaint which has been processed to include submission to the Charter School Board of Directors.
17. Conformance to Charter: The Board of Directors of the Charter School shall be responsible for operating the Charter School in conformance with the provisions of its charter and this agreement, as well as in conformance with state and federal law.
18. Legal Relationship: The parties recognize that the District and the Charter School are separate legal entities. In respect to its operations under the charter and this agreement, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Charter School or its officers, employees, agents or consultants under the charter and this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees.

Should the Charter School retain the legal services of a public organization or any private law firm that also is retained by the District, the Charter School agrees that, in the event legal disputes arise between the parties, the Charter School will move to retain legal representation by a separate organization or firm.

The Charter School has no authority to enter into a contract which would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District, with whom the Charter School enters into an agreement or contract for goods or services, that the obligations under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

19. Statement of Facts Roster: It shall be the sole responsibility of the Charter School to file, and update as required, the “Statement of Facts Roster of Public Agencies” as required by Government Code Section 53051. The current State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the the Charter School to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g., legal name and mailing address of the school, name and residence or business address of each member of the governing board, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.
20. General Reporting Requirement: In addition to providing the reports specified in this agreement, the Charter School agrees to provide any further reports that may be required by the District to comply with statutory obligations. In addition, the Charter School agrees to comply with all reports required of charter schools by law and to provide a copy of each such report to the District upon submission.
21. Employment Standards: In accordance with Education Code Section 47605, subdivision (b)(5)(F), the procedures that the Charter School will follow to ensure the health and safety of pupils and staff shall include the requirement that each employee of the Charter School furnish the Charter School with a criminal record summary as described in Education Code Section 44237.

In accordance with Education Code Section 47605, subdivision (I), teachers in the Charter School shall be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Those documents shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District. Further, the Charter School agrees to comply with the “highly qualified” requirements of the No Child Left Behind Act, as it is deemed to apply to charter schools.

22. Brown Act/Public Records Act: The Charter School shall conduct its Board of Directors meetings regarding the Charter School according to the Brown Act. In addition, the Charter School understands and agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.
23. Conflicts of Interest: The Charter School and all of its officers and employees shall comply with Government Code section 1090 et. seq.

24. Pupil Transportation: The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School with the exception of transportation required through an IEP which shall be as provided under Section 10 of this agreement.
25. Severability: The terms of this agreement are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the agreement shall remain in effect, unless mutually agreed otherwise by the District and the Charter School.
26. Notification: All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the District at: (Name of District)
(Address of District)

To the Charter School at: (Name of Charter School)
(Address of Charter School)

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

Dated: _____

For: (Name of Charter School)

Dated: _____

For: (Name of School District)

Approved and ratified this _____ day of _____, 2004 by the Board of Trustees
by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent.