

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MADERA UNIFIED SCHOOL DISTRICT
AND
THE EZEQUIEL TAFOYA ALVARADO ACADEMY

This Agreement (or “Memorandum of Understanding” or “MOU”) is executed by and between the Board of Trustees of the Madera Unified School District (“District”) on one hand and the Ezequiel Tafoya Alvarado Academy (“ETAA” or “Charter School”) on the other.

RECITALS:

- A. The Madera Unified School District is a school district existing under the laws of the State of California.
- B. ETAA has developed and submitted a petition to establish a charter school.
- C. The parties to this agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By approving the charter petition, the District becomes the sponsoring district of the Charter School. This Agreement is intended to outline the parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the School’s charter.
- E. The Charter School shall commence operation to begin the 2005-2006 school year. The length of the initial term of charter approval will be in accordance with the action to approve.
- F. 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 Charter School and the District do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This agreement shall commence on the date upon which it is fully executed by both parties and shall run concurrently with the charter.
- B. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
- C. The duly authorized representative of the Charter School is the Charter School Director, or the Board of Directors of the Charter School. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of the District are the District Board of Education or Superintendent, or designee. For purposes of amendment of this MOU, the Board is required to take action.
- E. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter. Amendments to the MOU may be made upon written agreement of both Parties.
- F. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this Agreement, and both Parties shall meet to amend the Agreement to achieve consistency.

II. DESIGNATION OF SCHOOL

- A. The Charter School shall be known as the Ezequiel Tafoya Alvarado Academy. The Charter School shall be operated as a nonprofit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and its charter. The school will not commence instruction prior to attaining status as a California nonprofit public benefit corporation, as well as presenting verification of such status to the District.
- B. Grade Levels: It is recognized that the Charter School will serve students in kindergarten through sixth grades.

III. FUNDING

- A. As established by Education Code Section 47630 et. seq., the Charter School shall receive funding under the charter school funding model as follows:

1. A general purpose entitlement pursuant to Education Code Section 47633, which includes in lieu property taxes and state aid.
 2. A categorical block grant amount pursuant to Education Code Section 47634.
 3. The Charter School is also entitled to lottery funds, pursuant to Education Code Section 47638.
 4. The Charter School is also entitled to class size reduction funds (if applicable), a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement.
 5. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
- B. In addition to the block grant funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.
1. The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive a percentage of such funds as negotiated between the parties, or as required by the specific funding source.
 2. The Charter School shall cooperate fully with the District in application made by the District on behalf of the students of the Charter School.
 3. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- C. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
- D. The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.
- E. ETAA must notify the District in advance if ETAA moves to secure loans or other short term funding apart from normal state subventions for charter schools. The potential lenders must be notified, in writing, with a copy to the District, that Madera Unified School District is not responsible for the repayment of the loan.

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

IV. LEGAL RELATIONSHIP

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a nonprofit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.

V. FISCAL REPORTING

- A. Upon commencement of operations, the Charter School shall annually prepare and submit the following reports in a format legally prescribed for charter schools to the District and the County Superintendent of Schools:
- On or before July 1, a preliminary budget.
 - On or before December 15, an interim financial report reflecting changes through October 31.
 - On or before March 15, a second interim financial report reflecting changes through January 31.
 - On or before September 15, a final unaudited report for the full prior year.
- B. **AVERAGE DAILY ATTENDANCE:** The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School will submit the attendance reports in accordance with State requirements to the District's attendance officer in a timely manner and in a format, which is consistent with District process and software.
- C. **ENROLLMENT REPORTING:** ETAA shall annually submit to the District a report of enrollments showing each student's demographic information, including home address and school of attendance in prior fiscal year. This report shall be compiled and submitted no later than October 31 of each year.
- D. **ANNUAL FISCAL AUDIT:** ETAA shall contract for an annual basic audit to be conducted separately from the District's audit in accordance with the terms of the charter.

- E. **REQUIRED REPORTS:** ETAA agrees to complete and submit all reports required of charter schools in a timely fashion. Copies of all such reports will also be submitted to the District.

VI. FISCAL REPORTING

- A. **FISCAL POLICIES:** 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 ETAA 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 to the State as required by the District, the County Office of Education or Department of Education.
- B. **BUDGET MONITORING:** The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. The Charter School must comply with all fiscal controls to the extent applicable and not assumed by the District under any administrative services provided by the District.
- C. **INITIAL BUDGET:** By January 15, 2005, the Charter School must submit a budget for the initial year of operation. To take into consideration additional grant funds the may become available after that date, the Charter School shall provide monthly updated budgets up to the commencement of operation. The District shall review the budget and may notify the Charter School should it find that the budget is not fiscally sound. Such a finding shall be considered a notice to cure under Education Code Section 47607 for "failure to meet generally accepted accounting principles", and the Charter School shall be given a reasonable opportunity to cure any budget concerns to the satisfaction of the District.
- D. **FISCAL COMMITTEE:** The Charter School shall establish a fiscal committee to monitor all fiscal operations of the Charter School program, including budget development and oversight.
- E. **SEGREGATION OF DUTIES:** The Charter School will develop and maintain simple 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:
- The Board 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 Executive Director and chair of the Finance Committee to sign the check request form.

- The Executive 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 budget. After approval, the Executive Director must sign the check request form.

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

- F. BANKING ARRANGEMENTS: The Charter School will maintain its accounts either in the county treasury or at a federally-insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally backed instruments. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The President and finance committee of the ETAA Board 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.
- G. PURCHASING PROCEDURES: All purchases 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.
- H. PROPERTY INVENTORY: The Executive Director shall establish and maintain an annual inventory of all Charter School non-consumable goods and equipment over \$500.
- I. PAYROLL SERVICES: The Charter School may contract with the District or 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 Executive Director will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Executive Director and chair of the finance committee for the ETAA Board 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.

- J. ATTENDANCE ACCOUNTING: The Executive Director will 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 activities required of them by the Charter School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the California Code of Regulations sections defining charter school average daily attendance.
- K. PERSONAL USE OF SCHOOL FUNDS: Use of school funds for personal use is absolutely prohibited. Violation of this policy shall result in discipline up to and including dismissal or removal from the Board.
- L. OTHER FISCAL CONTROL POLICIES: The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

VII. DISTRICT OVERSIGHT/SERVICES

- A. In accordance with Education Code Section 47613, the District may charge for the actual costs of supervisory oversight not to exceed 1 percent of the revenue of the charter school to be increased to 3 percent of the revenue of the charter school if the charter school is able to obtain substantially rent free facilities from the chartering agency. "Revenue" is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant, as defined in Education Code Section 47632, subdivisions (a) and (b). 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 agrees to make payment to the District within 30 days of receipt of the invoice.
- B. Charter School and the District agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
- All activities related to the Charter revocation and renewal and processes as described in Section 47607.
 - Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
 - Participating in the dispute resolution process described in the Charter.
 - Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.

- Identify at least one Staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Ensure that the Charter School complies with all reports required of charter schools by law.
- Monitor the fiscal condition of the Charter School.
- Provide 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.

C. In addition to the supervisory oversight responsibilities described above, the District shall also provide the Charter School with the following services:

| Description of Service | Fee | Description of How Fee Shall Be Calculated |
|------------------------|-----|--|
| STRS/PERS Reporting | | Actual Costs |
| | | |
| | | |
| | | |

[chart to be filled in by District and Charter School]

- D. The Charter School shall retain the authority to contract with third parties for any services required to operate the charter in accordance with the law, this MOU, and the approved charter.
- E. Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties.

VIII. SPECIAL EDUCATION SERVICES/504

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

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

- B. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. §1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641).
- C. The Charter School has not provided verifiable written assurances that the Charter School will participate as a local educational agency in a special education plan approved by the State Board of Education. Therefore, the Charter School shall be deemed a public school of the District.
- D. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the charter school shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEA.

E. **Section 504 and the ADA**

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (“ADA”) with respect to eligible students.

F. **Services**

- 1. The Charter School and the District intend that the School will be treated as any other public school in the District with respect to the provision of special education services, including the allocation of duties between on-site staff and resources and the District staff and resources.

2. **Division and Coordination of Responsibility:**

The District and the School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Plan (“IEP”), development and

modification, and educational services) in a manner consistent with their allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are generally provided to the school by the central district office, those services will be made available to the Charter School in a similar fashion.

3. Identification and Referral:

The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Plan (“IEP”) and other special education information on any student enrolling from a non-District school. A pupil shall be referred for special education instruction and services only after the resources of the regular education program, through implementation of a Student Study Team, have been considered and where appropriate utilized.

The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the parent/guardian.

4. Assessment:

The District shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the District’s general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent assessments without prior written approval of the District.

5. **Individualized Education Plan:**

Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School.

6. **Eligibility and Placement:**

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of the District (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and of the Local Plan for Special Education.

7. **Educational Services and Programs:**

To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, the District shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other District schools. District services shall include consultative services by District staff to Charter School staff in the same manner that District staff consults with staff at other District schools.

8. **Parent Concerns:**

The Charter School shall instruct Parents/Guardians to 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.

9. **Complaints:**

In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.

10. **Due Process Hearings:**

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 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 separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel.

11. **SELPA Activities and Meetings:**

The District Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools 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 be made available to Charter School staff. 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.

12. **School District of Residence:**

The District shall be responsible for providing all services under this Agreement to all students of the Charter School regardless of their school district of residence.

13. **SELPA Requirements:**

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to District policies regarding services to special education students.

14. **Contracted Services:**

If needed due to limited special education staff, the District may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter School shall assist the District in procuring such services as necessary.

G. Funding

1. Retention of Special Education Funds by District:

The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the 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 special education services for the School, 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.

2. School Contribution to Encroachment:

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. This amount shall be calculated at the end of the fiscal year and paid within 30 days of presentation of the invoice by the District.

3. The District shall be responsible for all costs related to the service of Charter School students in the same manner, as it is responsible for the cost of serving other students of the District.

H. The District shall provide the Charter School with documentation as to the calculation of the Charter School’s share of 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.

I. Special education funds for Special Education staff and services provided at the local school site level by the School with the agreement of the District shall be allocated to the School by the District on an annual basis.

IX. EVALUATION OF THE EDUCATIONAL PROGRAM

The Charter School shall furnish to the District an annual written report and evaluation of its educational program in accordance with the charter petition and the Education Code. The annual report shall include an evaluation of the fulfillment of the charter's purposes and goals and shall include all of the following:

- Review of each component of Initial Charter Petition for compliance.
- Analysis of whether goals included in the approved charter are being met; review of all state and federal student assessment data and reports.
- Summary of major decisions made/policies established by the board in prior year.
- Data on level of parent involvement in governance and operation of The School.
- Summary data from annual student/parent satisfaction survey.
- Data regarding number of staff, their qualifications and verification of credentials for the prior year.
- Copy of health/safety procedures and summary of any major changes.
- Report on the suitability of the facility in terms of health and safety.
- Report on the suitability of the facility in terms of educational utility.
- Review copies of all requested documentation (e.g. budget reports, financial projections, leases, insurance, etc.).
- Overview of admission practices including:
 - Number of students actually enrolled.
 - Waiting lists.
- Report on expulsions and suspensions during prior year.
- Review of any internal/external dispute resolutions during prior year.

The annual report shall be due to the District within 30 days of the receipt of standardized testing data each year.

X. EMPLOYMENT STANDARDS

- A. 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.
- B. In accordance with Education Code Section 47605, subdivision (l), 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.

XI. EMPLOYMENT AUDIT

Upon commencement of operation, ETAA shall provide the District with the following documents, with respect to the then current school year, by October 31 of each year:

1. List of all employees verifying fingerprints, physicals, if appropriate, and TB clearance;
2. List of certificated employees verifying credentials and expiration dates of credentials;
3. Master schedule showing teaching assignments; and
4. Verification that all ETAA employees have been provided with relevant District policies.

XII. INSURANCE AND RISK MANAGEMENT

- A. The Charter School will maintain, at its own expense, its own insurance policies for the operation of the Charter School, including but not limited to general liability, property, and errors and omission policies. Policy types and amounts will be commensurate with the recommendations of amounts and types by the District's insurer for a school of similar type and size in the area. Additional insurance may also be obtained by the Charter School as necessary or required by law. The Charter School and the District shall agree upon appropriate insurance amounts and types by March 31, 2005.
- B. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- C. The Charter School shall provide the District with certificates of insurance no later than 90 days prior to the first day of operation and annually thereafter on July 1st of each year or as needed upon request by the District.
- D. ETAA shall establish and supervise a risk management program. Report of the risk management program operation shall be submitted to the District by March 31st prior to the initial commencement of instruction. In subsequent years, the report shall be submitted to the District not later than October 31. The components of the report should include the Designated Safety Person and provide documentation that the following are in place:
 1. Injury Illness Prevention Plan;
 2. Blood borne Pathogen Training;
 3. Hazard Communication Program;
 4. Emergency Plan;
 5. Documentation of Employee Safety Training; and

6. Annual Safety Inspections

- E. ETAA will make no changes in coverage without 90 days prior notification to the District.

XIII. INDEMNIFICATION CLAUSE

ETAA shall defend, hold harmless, and indemnify the District, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the Charter School, its employees, agents, subcontractors, independent contractors, consultants or other representatives, with the exception of any liabilities, claims, demands, costs, losses, damages, or expenses caused by the action or in action of the District.

XIV. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

In the event that either party to this MOU wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.

XV. FERPA: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

XVI. 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.

XVII. GENERAL REPORTING REQUIREMENTS

In addition to providing the reports specific in this agreement, ETAA agrees to provide any further reports that may be required by the District to comply with statutory obligations.

XVIII. 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 provided under Section VII of this MOU.

XIX. GOVERNANCE

Dr. Retana will sit as a member of the Board of Directors for the initial year of operation only and in following years will replace his position with a community member or parent. After the initial year of operation, no employee of ETAA will serve in the capacity of a member of the Board of Directors.

XX. SCHOOL POLICIES/CHARTER REQUIREMENTS

The Charter School shall adopt and submit to the District all policies listed in Exhibit A, attached and incorporated herein by March 31, 2005. Any revisions or additions to the policies shall be submitted to the District within 30 days following adoption. The Charter School shall also comply with all requirements listed in the charter as due on March 31, 2005 and as attached and incorporated herein as Exhibit B by March 31, 2005.

XXI. LEGAL SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service.

XXII. 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. During operation, the current Statement of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of 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.

XXIII. SEVERABILITY

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

XXIV. 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: Madera Unified School District
1902 Howard Road
Madera CA 93137

To the Charter School at: The Charter School Office

XXV. 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: _____
Ezequiel Tafoya Alvarado Academy

Dated: _____
Madera Unified School District

Approved and ratified this ____ day of _____, 2004 by the Board of Education of the Madera Unified School District by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent.