Mojave River Academy

MOJAVE RIVER ACADEMY SCHOOLS SPECIAL BOARD MEETING - August 26 2026 Agenda

Published on August 25, 2026 at 2:27 PM PDT

Date and Time

Wednesday August 26, 2026 at 5:30 PM PDT

Location

Mojave River Academy Colton Campus:
851 S Mt Vernon Ave, Colton, CA 92324

Teleconference Locations

15125 State Street, Oro Grande, CA 92368
Mojave River Academy Central Office: 13911 Park Ave, Suite 108, Victorville, CA 92392
Mojave River Academy Bakersfield Campus: 1601 New Stine Road, #150, #224, Bakersfield, CA 93309
Mojave River Academy Barstow Campus: 2151 Main St, Barstow, CA 92311
Mojave River Academy Beaumont Campus: 77 Beaumont Avenue, Suite C, Beaumont, CA 92223
Mojave River Academy Desert Hot Springs Campus: 14020 Palm Drive, Desert Hot Springs, CA 92240
Mojave River Academy Fontana Campus: 8922 Beech Avenue, Fontana, CA 92335
Mojave River Academy Hesperia Campus: 14466 Main Street, Suite B-100, Hesperia, CA 92345
Mojave River Academy Palm Springs Campus: 1776 N.Palm Canyon Dr. Palm Springs, CA 92262
Mojave River Academy Phelan Campus: 9723 Sierra Vista Rd., Phelan, CA 92371
Mojave River Academy Tehachapi Campus: 20948 Sage. Lane, Tehachapi, CA 93561
Mojave River Academy Victorville Campus: 14554 7th Street, Victorville CA 92395
Mojave River Academy West Victorville Campus: 12384 Palmdale Road, Suites 201-202, 205-206, Victorville, C A 92392

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:30 PM**

A. Call the Meeting to Order

The meeting will be called to order at 5:30 pm.

B. Roll Call

Board Chair, Mr. Jesse Gaona, will call the name of each Board Member, and each member in attendance will state, “Present.”

Mr. Jesse Gaona -
Mr. Jonathan Mendez -
Mr. Gilberto Rivera Jr. -

C. Hearing from the Audience on Closed Session Items

Guidelines for Public Comment

This is an opportunity for citizens to address the school board on any item that is on the agenda and other school related matters, or suggest topics for future agendas. With regards to items not on the agenda, the Board cannot discuss or take action per state law.

Speakers who wish to address the Board must fill out and return a Speaker’s Card prior to the beginning of the meeting. Speakers shall limit their comments to three minutes or less. Charges or complaints against employees should be submitted first to the Superintendent and then to the Governing Board under the provisions of the Governing Board Policy (BP 1312.1 Complaints Concerning School Employees). Speakers are cautioned that under California Law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

PLEASE LIMIT COMMENTS TO THREE (3) MINUTES PER INDIVIDUAL. TOTAL TIME FOR PUBLIC INPUT ON EACH ITEM IS LIMITED TO TWELVE (12) MINUTES.

Purpose Presenter Time

D. Adjourn into Closed Session

E. Closed Session Items

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

F. Reconvene in Open Session

G. Pledge of Allegiance

Pledge will be led by Jesse Gaona.

H. Reporting Out of Closed Session Action

Board Chair, Mr. Jesse Gaona will report out any action taken in Closed Session and the votes of the Board.

I. Board Member Comments

Board Member Comments by Board Members can be made at this time.

J. Comments from Attending Public

Guidelines for Public Comment

This is an opportunity for citizens to address the school board on any item that is on the agenda and other school related matters, or suggest topics for future agendas. With regards to items not on the agenda, the Board cannot discuss or take action per state law. Speakers who wish to address the Board must fill out and return a Speaker's Card prior to the beginning of the meeting.

Speakers shall limit their comments to three minutes or less. Charges or complaints against employees should be submitted first to the Superintendent and then to the Governing Board under the provisions of the Governing Board Policy (BP 1312.1 Complaints Concerning School Employees). Speakers are cautioned that under California Law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

PLEASE LIMIT COMMENTS TO THREE (3) MINUTES PER INDIVIDUAL. TOTAL TIME FOR PUBLIC INPUT ON EACH ITEM IS LIMITED TO TWELVE (12) MINUTES.

	Purpose	Presenter	Time
K. Approve Minutes	Approve Minutes		

The Board of Directors will consider approving the minutes of the August 20, 2026 regular board meeting.

Approve minutes for MOJAVE RIVER ACADEMY SCHOOLS REGULAR BOARD MEETING - August 20 2026 on August 20, 2026

II. Consent Items

Consent Items may be moved to the ACTION ITEM(s) - MOVED FROM CONSENT AGENDA - MOJAVE RIVER ACADEMY SCHOOLS category for separate action and discussion at the request of the Board of Directors.

*A consent agenda groups routine meeting discussion points into a single agenda item. In so doing, the grouped items can be approved in one action, rather than through the filing of multiple motions.

III. Action Items - Mojave River Academy Schools

A. Approval of Services Agreement with Oro Grande School District

The board will review and consider approving a services agreement with Oro Grande School District.

B. Approval of Transition, Settlement and Mutual Release Agreement with Oro Grande School District and Delegation of Authority

The Board will review and consider approving a Transition, Settlement and Mutual Release Agreement with the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

C. Approval of Operational Memorandum of Understanding with Oro Grande School District and Delegation of Authority

The Board will review and consider approving an operational memorandum of understanding with the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

Purpose Presenter Time

D. Approval of Facilities Use Agreement with Oro Grande School District and Delegation of Authority

The Board will review and consider approving a facilities use agreement with the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

E. Approval of Material Revision Request for Mojave River Academy – Gold Canyon and Delegation of Authority

The Board will review and consider approving a request for material revision for Gold Canyon or submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

F. Approval of Material Revision Request for Mojave River Academy – Marble City and Delegation of Authority

The Board will review and consider approving a request for material revision for Marble City for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

G. Approval of Material Revision Request for Mojave River Academy – National Trails and Delegation of Authority

The Board will review and consider approving a request for material revision for National Trails for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

H. Approval of Material Revision Request for Mojave River Academy – Oro Grande and Delegation of Authority

The Board will review and consider approving a request for material revision for Oro Grande for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

I. Approval of Material Revision Request for Mojave River Academy – Rockview Park and Delegation of Authority

Purpose Presenter Time

The Board will review and consider approving a request for material revision for Rockview Park for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

J. Approval of Material Revision Request for Mojave River Academy – Route 66 and Delegation of Authority

The Board will review and consider approving a request for material revision for Route 66 for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

K. Approval of Material Revision Request for Mojave River Academy – Silver Mountain and Delegation of Authority

The Board will review and consider approving a request for material revision for Silver Mountain for submission to the Oro Grande School District and delegation of authority to the Chief Executive Officer to finalize the same.

L. Approval of Noble Fitness Facility Use Agreement

The Board will review and consider approving a Facility Use Agreement with Noble Fitness for use of its facilities by Mojave River Academy and delegation of authority to the Chief Executive Officer to finalize and execute the agreement and any related documents.

IV. Action Item(s) - Moved From Consent Agenda - Mojave River Academy Schools

V. Future Business

A. Future Business

The next board meeting of the Mojave River Academy Schools Board of Directors will be held on September 17, 2026 at 8:00am at Mojave River Academy, 13911 Park Ave Suite 108, Victorville, CA 92392.

VI. Closing Items

A. Adjourn Meeting

Individuals with disabilities who require reasonable accommodations to participate in this meeting may request assistance by contacting Susanna Garcia at sgarcia@mojaveriver.net at least 48 hours in advance of the meeting.

Coversheet

Approve Minutes

Section: I. Opening Items
Item: K. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for MOJAVE RIVER ACADEMY SCHOOLS REGULAR BOARD MEETING - August 20 2026 on August 20, 2026

APPROVED

Mojave River Academy

Minutes

MOJAVE RIVER ACADEMY SCHOOLS REGULAR BOARD MEETING - August 20 2026

Date and Time
Thursday August 20, 2026 at 8:00 AM

Location
The DoubleTree by Hilton Hotel Ontario Airport
222 N. Vineyard Ave., Ontario, CA 91764

Directors Present
G. Rivera, J. Gaona, J. Mendez

Directors Absent
None

Directors who arrived after the meeting opened
G. Rivera

Directors who left before the meeting adjourned
G. Rivera

I. Opening Items

A. Call the Meeting to Order

J. Gaona called a meeting of the board of directors of Mojave River Academy to order on Thursday Aug 20, 2026 at 8:00 AM.

B. Roll Call

C. Hearing from the Audience on Closed Session Items

There were no comments from the public regarding closed session items.

D. Adjourn into Closed Session

J. Gaona made a motion to adjourn into Closed Session.
J. Mendez seconded the motion.
Closed Session start time: 8:01 am.
The board **VOTED** to approve the motion.

E. Closed Session Items

F. Reconvene in Open Session

J. Gaona made a motion to reconvene in Open Session.
J. Mendez seconded the motion.
Open Session start time: 8:45 am.
The board **VOTED** to approve the motion.
G. Rivera arrived at 8:45 AM.

G. Pledge of Allegiance

H. Reporting Out of Closed Session Action

I. Information Items

The Board received presentations from the Chief Operating Officer (COO), Chief Administrative Officer (CAO), Chief People Officer (CPO), and Charter Impact. The Board discussed and received information regarding the presented items.
G. Rivera left at 9:30 AM.

J. Board Member Comments

No Board Member comments were made.

K. Comments from Attending Public

There were no comments from the attending public.

L. Approve Minutes

J. Gaona made a motion to approve the minutes from MOJAVE RIVER ACADEMY SCHOOLS REGULAR BOARD MEETING - June 18 2026 on 06-18-26.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

II. Action Items - Mojave River Academy Schools

A. Approval of Securly Student Safety & Web Filtering Three-Year Renewal

J. Gaona made a motion to approve Securly Student Safety & Web Filtering Three-Year Renewal.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

B. Approval of Teacher MacBook Purchase

J. Gaona made a motion to approve Teacher MacBook Purchase.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

C. Approval of Revised 2026–2027 Board Meeting Schedule

J. Gaona made a motion to approve the revised 2026-2027 Board Meeting Schedule.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

D. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Silver Mountain (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Silver Mountain.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

E. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Route 66 (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Route 66.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

F. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy National Trails (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy National Trails.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

G. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Rockview Park (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Rockview Park.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

H. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Oro Grande (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Oro Grande.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

I. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Gold Canyon (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Gold Canyon.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

J. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Marble City (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy Marble City.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

K. Approval of the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy (Form CL-500)

J. Gaona made a motion to approve the 2026-2027 Declaration of Need for Fully Qualified Educators for Mojave River Academy.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

L. Approval of Open Purchase Order with Chroma Digital Imaging

J. Gaona made a motion to approve the Open Purchase Order with Chroma Digital Imaging.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

M. Approval of Purchase of McGraw Hill CA Reveal Math and Modern Business Math Instructional Materials

J. Gaona made a motion to approve the Purchase of McGraw Hill CA Reveal Math and Modern Business Math Instructional Materials.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

N. Williams Fourth Quarter Report

J. Gaona made a motion to approve the Williams Fourth Quarter Report.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

O. Approval of Purchase of Savvas Instructional Materials

J. Gaona made a motion to approve the Purchase of Savvas Instructional Materials.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

P. Approval of Purchase of Vista Higher Learning Instructional Materials

J. Gaona made a motion to approve the Purchase of Vista Higher Learning Instructional Materials.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

Q. Approval of Purchase of i-Ready Instructional Program and Professional Learning Services

J. Gaona made a motion to approve the Purchase of i-Ready Instructional Program and Professional Learning Services.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

R. Approval of Purchase Order for McGraw Hill California Impact Instructional Materials

J. Gaona made a motion to approve the Purchase Order for McGraw Hill California Impact Instructional Materials.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

S. Approval of McGraw Hill California Reveal Math Instructional Materials

J. Gaona made a motion to approve the purchase of McGraw Hill California Reveal Math Instructional Materials.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

T.

Approval of McGraw Hill California Wonders Digital Licenses

J. Gaona made a motion to approve the purchase of McGraw Hill California Wonders Digital Licenses.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

U. Approval of Disposal of Outdated Art and Health Textbooks

J. Gaona made a motion to approve the Disposal of Outdated Art and Health Textbooks.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

V. Approval to Purchase Four Vehicles for the Maintenance & Operations Department

J. Gaona made a motion to approve the Purchase of Four Vehicles for the Maintenance & Operations Department.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

W. Approval of 2026–2027 Authorized Official Transcript Signers

J. Gaona made a motion to approve the 2026-2027 Authorized Official Transcript Signers.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

X. Approval of Scout Edu, Inc. Scout SIS Agreement

J. Gaona made a motion to approve Scout Edu, Inc.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

Y. Approval of Braintrust Tutors One-Year Partnership Agreement

J. Gaona made a motion to approve the Braintrust Tutors One-Year Partnership Agreement.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

Z. Approval of HMH READ 180 and MATH 180 Intervention Programs

J. Gaona made a motion to approve the HMH Read 180 and Math 190 Intervention Programs.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

AA.

Approval of Open Purchase Order with The Stepping Stones Group for 2026–2027 Services

J. Gaona made a motion to approve the Open Purchase Order with the Stepping Stones Group for 2026-2027 Services.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.

III. Future Business

A. Future Business

The next board meeting of the Mojave River Academy Schools Board of Directors will be held September 17 2026 at 8:00am at Mojave River Academy, 13911 Park Ave. Suite 108, Victorville, CA 92392.

IV. Closing Items

A. Adjourn Meeting

J. Gaona made a motion to adjourn the meeting.
J. Mendez seconded the motion.
The board **VOTED** to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:59 AM.

Respectfully Submitted,
J. Gaona

Individuals with disabilities who require reasonable accommodations to participate in this meeting may request assistance by contacting Susanna Garcia at sgarcia@mojaveriver.net at least 48 hours in advance of the meeting.

Coversheet

Approval of Services Agreement with Oro Grande School District

Section: III. Action Items - Mojave River Academy Schools
Item: A. Approval of Services Agreement with Oro Grande School District
Purpose:
Submitted by:
Related Material: 2026.8.26 Services Agreement with MRA .docx

SERVICES AGREEMENT
BETWEEN
ORO GRANDE ~~UNIFIED~~ SCHOOL DISTRICT AND MOJAVE RIVER ACADEMY

This Agreement is made between the Oro Grande ~~Unified~~ School District (the "District"), a California public school district, and the Mojave River Academy ("MRA"), a California non-profit corporation operating seven (7) charter schools authorized by the District. The Agreement is strictly for the District's provision of services to MRA.

It is the desire of MRA to engage the services of the District. Such services between MRA and the District shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. The District agrees to perform the services detailed in **Attachment A** on MRA's behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by the District, MRA agrees to pay the District at the rate of $150,000 per year for two (2) years through June 30, 2028~~the term of this Agreement~~. The District shall submit a monthly invoice to MRA for one-twelfth of the annual cost. Payment shall be made within thirty (30) days following MRA's acceptance of the services and receipt of the District's invoice. The District reserves the right to suspend the provision of services in the event that any invoice is thirty (30) days past due.

SECTION 3. EXPENSES. MRA shall reimburse the District for any third-party out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. The District shall submit an itemized statement of such expenses with supporting documentation within thirty (30) days of incurring such expenses. MRA shall reimburse the District's expenses within thirty (30) days of receipt of the expense statement. For the avoidance of doubt, these expenses are in addition to the $150,000 annual fee for services.

SECTION 4. TERM OF AGREEMENT. This Agreement will become effective July 1, 2026 and will continue through June 30, 2028~~2037~~, unless earlier terminated as provided below. The Agreement may be renewed for additional terms upon written agreement of both parties.

SECTION 5. TERMINATING THE AGREEMENT. During the term of this Agreement, the District may terminate the Agreement without cause at any time by providing written notice to MRA. In addition, the Agreement may be terminated by either Party under the following circumstances:

(a) Automatic Termination: This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party or (b) revocation or nonrenewal of all of MRA's charters.

(b) Termination for Cause: Either party may terminate this Agreement for cause if notice of a breach is provided thirty (30) days in advance and the breach is not cured, or there is a violation of applicable laws that is not cured within thirty (30) days of a notice being provided, or conduct that endangers the safety or welfare of students, staff, or property that is not cured within thirty (30) days of a notice being provided.

SECTION 6. OBLIGATIONS UPON TERMINATION. Upon any termination or expiration of this Agreement, MRA shall pay the District for all services rendered by the District prior to the effective date of termination or expiration.

SECTION 7. CONFIDENTIALITY AND PRIVACY OF RECORDS. Each party acknowledges that during the course of their engagement of this Agreement, each party may have access to the other party's pupil and/or personnel records, which are confidential and protected under state and federal law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the California Education Code. Each party agrees to maintain the confidentiality of such records and to use them solely for the purpose of performing its obligations under this Agreement. Each party shall implement appropriate administrative, physical, and technical safeguards to protect the privacy and security of the other party's pupil and/or personnel records and shall not disclose any such records to third parties without the prior written consent of the other party, except as required by law. In the event of a breach of privacy or unauthorized disclosure of the other party's pupil and/or personnel records, each party shall promptly notify the other party and take all necessary actions to mitigate any harm resulting from such breach or disclosure. Each party shall ensure that all of its employees, agents, and subcontractors who may have access to the other party's pupil and/or personnel records are informed of and comply with these confidentiality obligations. Upon termination or expiration of this Agreement, each party shall return or destroy all pupil and/or personnel records in its possession, in accordance with applicable law.

Each party shall comply with all applicable data security laws and regulations. Each party shall implement industry-standard data protection measures including encryption, secure data storage, and access controls to protect the other party's data and information. Each party shall maintain cybersecurity protocols to safeguard against unauthorized access, use, or disclosure of the other party's data. Each party shall immediately notify the other party of any data breaches or security incidents involving the other party's data. Each party shall ensure that all employees, contractors, subcontractors, and agents comply with these data security requirements.

SECTION 8. EXCLUSIVE AGREEMENT. This is the entire Agreement between the District and MRA with respect to the subject matter addressed herein, and is one of the agreements contemplated by the Parties as part of the Transition, Settlement, and Mutual Release Agreement ("Settlement") between the Parties. ~~.~~ All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby. The obligations of the District under this Agreement shall be contingent upon the timely payment of the obligations set forth in the Memorandum of Understanding titled Proposition 39 In-Lieu Agreement By and Between Oro Grande School District and Mojave River Academy and Riverside Preparatory("Facilities Agreement") and upon the satisfaction of all payment terms and conditions therein. ~~If such timely payments are not made or are found to be set aside by a Court for any reason, the original MOU for services between the District and Charter School shall continue to operate as the controlling agreement between the parties.~~

SECTION 9. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 10. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in San Bernardino County. Any costs and fees other than attorneys' fees associated with the mediation

Commented [A1]: The structural idea is that the settlement agreement fixes a separation fee that becomes an enforceable debt, separate from the facilities agreement.

If the facilities agreement were set aside for some reason (which would seem like a very remote situation), MRA would still need the facilities, and it would certainly have to re-contract with the district with payment amounts acceptable to the District.

shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in San Bernardino County. The arbitration shall be conducted in accordance with the laws of the State of California, which shall be the exclusive governing law for all disputes. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 11. LIABILITY. Neither Party shall be liable for any errors, omissions, debts or obligations made or entered into by prior to the date of execution of this Agreement. It is the intent of the parties that MRA be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on the District any liability arising out of the operations of MRA or its charter school, except as such liability may result from the provision of services by the District to MRA. It is the intent of the parties that the District be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on MRA any liability arising out of the operations of the District, except as such liability may result from the provision of services to MRA.

SECTION 12. INDEMNIFICATION. MRA agrees to defend, indemnify and hold the District, its employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance by the District of its obligations under this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of the District. The District agrees to defend, indemnify and hold MRA, its employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance by MRA of its obligations under this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of MRA.

SECTION 13. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation.

Notice shall be considered effective if delivered to the following.

If to the District:	If to MRA:
Attn: S.Shawn Bell	Attn: Josh Garcia
Oro Grande School District	Mojave River Academy
19900 National Trails Highway	P.O. Box 1458
Oro Grande, CA 92368	Victorville, CA 92392

SECTION 14. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 15. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 16. APPLICABLE LAW AND JURISDICTION. This Agreement will be governed by the laws of the State of California. Any legal action or proceeding arising under this Agreement must be brought exclusively in the state courts of California, and each party hereby submits to the jurisdiction of such courts for any legal proceedings arising under this Agreement.

SECTION 17. ASSIGNMENT. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. The provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby.

SECTION 17. SURVIVAL OF TERMS. The following provisions shall survive termination or expiration of this Agreement and shall remain in full force and effect: (a) Section 2 (Payment); (b) Section 3 (Expenses); (c) Section 7 (Confidentiality and Privacy of Records); (d) Section 10 (Dispute Resolution); (e) Section 11 (Liability); (f) Section 12 (Indemnification); and (g) Section 16 (Applicable Law and Jurisdiction). The survival of these provisions shall not limit either party's rights or remedies available at law or in equity.

SECTION 18. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions shall continue in full force and effect, provided that the essential purposes of this Agreement can still be achieved. If the essential purposes cannot be achieved due to the invalid provision, either party may terminate this Agreement upon thirty (30) days' written notice. In the event a provision is deemed invalid, the parties agree to negotiate in good faith to replace the invalid provision with a valid provision that achieves the same or similar economic and legal effect as the original provision, to the extent permissible under applicable law.

SIGNATURES:

ON BEHALF OF THE DISTRICT:	**MRA:**
_____	_____
Name	Name
Title:	Title:
Date: _____	Date: _____

Attachment A

Scope of Services

Maintenance &Operations Services

- Remodel and expansion construction management services.
- Major/substantial mechanical, electrical and plumbing contractor bid and coordination for sites.
- City and Local building department construction permitting.

Technology Services

- Google Workspace – Drive Access – Shared Drives.
- Telecommunications – Phones, Voicemails
- Compliance review (CIPA, COPPA, FERPA, SOPIPA)
- Server maintenance and backups until MRA transitions to their own services.
- Network access, filtering – Meraki Firewalls, Switches, AP's, VPN's until MRA transitions to their own servers.
- Camera and Intercom System support for buildings in OG

Business Services

- 1099's for the 2025-26 fiscal year
- Maintaining multi-year contracts that already include MRA
- Read-only access to CompassEDU for the 2025-26 fiscal year
- 2025-26 reimbursements submitted after June 5, 2026
- Billing for invoices for contracts that involve MA
- Contract review

Miscellaneous Services

- Public Information Requests for data prior to July 1, 2026

4904-8698-0040, v. 1

Coversheet

Approval of Transition, Settlement and Mutual Release Agreement with Oro Grande School District and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: B. Approval of Transition, Settlement and Mutual Release Agreement with Oro Grande School District and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 MRA-OGSD Transition Agreement_.docx

TRANSITION, SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Transition, Settlement and Mutual Release Agreement ("Agreement") is entered into as of _____, 2026 ("Execution Date") by and between the Oro Grande School District, a California public school district ("District"), and Mojave River Academy Schools, a California nonprofit public benefit corporation ("MRA"). District and MRA are each a "Party" and together the "Parties."

RECITALS

A. District has authorized seven (7) charter schools operated and governed by MRA (each a "School" and collectively the "Schools"), identified in Exhibit A.

B. For a period preceding the Execution Date, MRA and District operated under an integrated administrative, operational and financial relationship, during which certain of their respective rights and obligations were governed by written agreements, operation of law, and course of dealing and historical practice.

C. The Schools were established under charters granted by District, and over many years the Parties worked in close partnership to build and operate educational programs serving students of the region. The Parties value that shared history and the work it produced. Their entry into this Agreement reflects their shared judgment that an independent and clearly documented relationship will best serve students going forward, and their mutual commitment to a productive and collaborative working relationship. This Agreement represents their good faith effort to resolve what can be resolved, to document what should be documented, and to move forward together in the interest of the students each of them serves.

D. The Parties have determined that it is appropriate for MRA to operate with a greater degree of independence going forward, with their relationship governed prospectively and exclusively by written agreements negotiated at arm's length.

E. To that end the Parties have negotiated: (i) the Proposition 39 In-Lieu Agreement by and between District, MRA and Riverside Preparatory ("Facilities Agreement"); (ii) the Memorandum of Understanding regarding charter oversight ("Oversight MOU"); and (iii) the Services Agreement (collectively, the "Transition Documents"), attached as Exhibits C through E.

F. MRA presently occupies portions of the property at 19900 National Trails Highway, Oro Grande, California (the "Property") in the conduct of its educational program, and continuity of that occupancy is necessary to the students enrolled in the Schools.

G. District's continued provision of the Property and related services requires continuity of the payments contemplated by the Transition Documents.

H. To avoid any doubt regarding the validity of prior actions related to the transition activities to date, full implementation of the independent relationship contemplated by the Transition Documents requires approval by District's governing board of material revisions to the charters of the Schools ("Material Revisions") under Education Code sections 47605 and 47607.

I. The Parties accordingly intend that the Transition Documents take effect on the Execution Date so that occupancy and payment continue without interruption, while the long-term Term of the Facilities Agreement and the separation payment provided below become fixed only upon approval of the Material Revisions.

J. MRA and District previously operated under agreements for services under which District received compensation substantially exceeding the amounts payable under the Services Agreement ("Prior Services MOU"). The Parties intend that the Prior Services MOU terminate, and that District receive the transitional consideration provided in Section 7 in recognition of the reduction in scope and the resulting adjustment to District's staffing and operations.

K. District has asserted that certain prior actions taken to revise the charters of the Schools and to modify the services relationship between the Parties were not validly adopted. MRA disputes that assertion. The Parties disagree in good faith as to that question and as to amounts each contends may be owed by the other for periods preceding the Execution Date (collectively, the "Disputed Matters").

L. The Parties wish to resolve the Disputed Matters by compromise, without admission of liability by either Party, and to establish a clear and documented framework for their future relationship.

M. Each Party has been represented by independent legal counsel and enters into this Agreement voluntarily and after opportunity for review.

NOW, THEREFORE, in consideration of the mutual covenants below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. EFFECTIVENESS

1.1 *Board Approval.* This Agreement and the Transition Documents are of no force or effect unless and until approved by District's governing board in open session and by MRA's board of directors, and executed by an authorized representative of each Party.

1.2 *Effective on Execution.* Upon satisfaction of Section 1.1, this Agreement and each Transition Document take effect, subject to Sections 4 through 6.

1.3 *Retroactive Period.* The Parties acknowledge that the Transition Documents recite an operative date of July 1, 2026, and that MRA has occupied the Property and District has provided services since that date. The Transition Documents govern that period as though executed on July

1, 2026, and amounts properly payable for that period are due within thirty (30) days of the Execution Date.

2. ADOPTION OF THE TRANSITION DOCUMENTS

2.1 *Adoption.* The Parties adopt the Transition Documents, which together with this Agreement govern their relationship prospectively.

2.2 *Order of Precedence.* In the event of a conflict between this Agreement and a Transition Document, this Agreement controls. In the event of a conflict among the Transition Documents, the Oversight MOU controls as to oversight matters, the Facilities Agreement as to the Property, and the Services Agreement as to services.

3. TRANSITION TO INDEPENDENT OPERATION

3.1 *Submission.* MRA shall submit the Material Revisions to District not later than September 30, 2026.

3.2 *Processing.* District shall process and place the Material Revisions before its governing board for action in accordance with Education Code section 47607 not later than November 30, 2026.

3.3 *Good Faith Cooperation.* Each Party shall cooperate reasonably and in good faith in the preparation, submission and consideration of the Material Revisions and in the transition activities necessary to give effect to this Agreement.

4. CONDITION PRECEDENT

4.1 *Condition Effective Date.* The "Condition Effective Date" is the first day following approval by District's governing board of the Material Revisions as to all Schools.

4.2 *Outside Date.* The "Outside Date" is December 31, 2026, subject to a single extension of not more than ninety (90) days by written agreement of the Parties.

4.3 *Partial or Conditioned Approval.* If District's governing board approves the Material Revisions subject to conditions, or approves as to fewer than all Schools, the Parties shall meet and confer in good faith within fifteen (15) days to determine whether the Transition Documents may be conformed to the approval as granted. Absent a writing executed by both Parties within forty-five (45) days, Section 6 governs.

5. INTERIM PERIOD

5.1 *Interim Occupancy.* From the Execution Date until the Condition Effective Date or the Outside Date, whichever occurs first (the "Interim Period"), MRA shall occupy and use the Subject Property, and District shall provide the services and perform the obligations, on all of the terms of

the Facilities Agreement, which shall operate during the Interim Period as a license terminable only as provided in this Agreement.

5.2 *Interim Payments.* MRA shall pay the Facilities Fee and all other amounts payable under the Transition Documents during the Interim Period as and when due. Amounts paid for the Interim Period are earned by District in consideration of MRA's actual occupancy and use and of services actually rendered.

5.3 *Term Not Fixed.* The Term of the Facilities Agreement does not commence, and the Applicable Years are not fixed, during the Interim Period.

5.4 *No Separation Payment During Interim.* No installment of the Separation Payment under Section 7 accrues or is payable during the Interim Period.

6. COMMENCEMENT AND FAILURE OF THE CONDITION

6.1 *Commencement of Term.* On the Condition Effective Date, and without further action by either Party, the Term of the Facilities Agreement commences and continues through June 30, 2037. The Interim Period is credited toward, and does not extend, that Term.

6.2 *Failure of the Condition.* If the Condition Effective Date has not occurred on or before the Outside Date, the Parties will enter into good faith negotiations to reach a mutually agreeable resolution and the following terms shall apply with respect to the status quo:

(a) the Interim Period continues through June 30, 2027, so that instruction is not interrupted during the school year, on all of the terms of the Facilities Agreement, following which MRA's right of occupancy terminates unless the Parties agree otherwise in writing;

(b) the Separation Payment obligation under Section 7 terminates and no amount is or becomes due; the Parties will;

(c) the Services Agreement continues in accordance with its terms unless terminated by either Party on thirty (30) days' written notice;

(d) the Oversight MOU continues in effect for so long as District is the chartering authority for any School; and

(e) Sections 7.1, 8, 9, 10, 11 and 12 survive and remain fully binding.

7. TERMINATION OF PRIOR SERVICES MOU AND SEPARATION PAYMENT

7.1 *Termination.* The Prior Services MOU is terminated in its entirety as of the Execution Date. Neither Party has any further right, obligation or claim under it, and it shall not revive, spring back

into effect, or serve as a controlling agreement under any circumstance, including the invalidity or unenforceability of any provision of this Agreement or of any Transition Document.

7.2 *Separation Payment.* In recognition of the reduction in the scope of services provided by District and the resulting adjustment to District's staffing and operations, and in compromise of the Disputed Matters, MRA shall pay District the amounts set forth in Exhibit B (the "Separation Payment"), payable in equal monthly installments during each fiscal year listed.

7.3 *Fixed and Finite.* The Separation Payment is a fixed schedule of defined amounts totaling $6,500,00.00. (See Exhibit B for schedule.) Upon payment of the final installment, MRA has no further obligation of any kind under this Section.

7.4 *Public Purpose.* The Parties acknowledge that the Separation Payment provides District a defined and declining period within which to adjust its staffing and operations to the reduced scope of its relationship with MRA, and that the declining schedule is designed to accomplish that adjustment on a fixed timeline.

8. MUTUAL RELEASE

8.1 *Releasing Parties.* "MRA Releasing Parties" means MRA, each School, and their respective predecessors, successors, officers, directors, board members, employees, agents and assigns. "District Releasing Parties" means District and its predecessors, successors, governing board members, officers, employees, agents and assigns.

8.2 *Release by MRA.* The MRA Releasing Parties release and forever discharge the District Releasing Parties from all claims, demands, causes of action, liabilities, damages, costs and expenses of every kind, known or unknown, arising from any act, omission or circumstance occurring on or before the Execution Date, including all claims relating to the Disputed Matters and to the operational, financial and administrative relationship between the Parties.

8.3 *Release by District.* The District Releasing Parties release and forever discharge the MRA Releasing Parties on the same terms set forth in Section 8.2.

8.4 *Civil Code Section 1542.* Each Party expressly waives California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Each Party acknowledges it may later discover facts different from or in addition to those it now believes true, and that this Agreement remains fully effective notwithstanding.

8.5 *Claims Not Released.* The releases do not extend to:

(a) obligations created by this Agreement or the Transition Documents;

(b) any claim, finding, adjustment or recovery arising from an independent financial or compliance audit, an attendance or apportionment review, or a determination by the California Department of Education, the State Controller, the County Superintendent of Schools or any other governmental entity;

(c) any third-party claim, including any obligation of either Party to defend, indemnify or hold harmless the other; and

(d) District's exercise of the authority preserved in Section 10.

8.6 *Reservation.* MRA's contribution to the cost of constructing improvements on District land is acknowledged as a matter of historical fact. Nothing in this Agreement, and no provision of any Transition Document, constitutes a waiver of MRA's right to have that contribution taken into account in setting the Facilities Fee upon renewal of, or any material amendment to, the Facilities Agreement.

8.7 *Intellectual Property.* District acknowledges and agrees that it has no right, title or interest in or to the name "Mojave River Academy," the name of any School, or any trademark, service mark, trade name, logo, domain name, curriculum, instructional material, website content, student-facing material, or other intellectual property developed, adopted or used by MRA or any School, and District releases and disclaims any claim to the same. District shall not use, register, or seek to register any such name or mark. Nothing in this Section limits District's authority under the Oversight MOU to act on a proposed change to the name of a School as a material revision, or either Party's obligations under the Oversight MOU with respect to the closure of a School.

8.8 *MRA Property and Assets.* The Parties acknowledge and agree that all funds, accounts, receivables, equipment, technology, furnishings, instructional materials, records and other personal property and assets presently held by or under the control of MRA or any School are the property of MRA and not of District, and District releases and disclaims any claim to the same. This Section does not apply to (i) the Property and the improvements thereon, (ii) equipment or personal property owned by District and located at the Property, or (iii) any asset expressly identified in a Transition Document as District property.

8.9 *Funding Entitlements Preserved.* Nothing in this Agreement, and no release given under this Section 8, waives, releases, diminishes or offsets MRA's right to receive any apportionment, funding in lieu of property taxes under Education Code section 47635, state or federal categorical, grant or entitlement funding, lottery funds, or other revenue to which MRA or any School is or becomes entitled, whether received directly by MRA or received by District and payable over to MRA, and whether relating to periods before or after the Execution Date. District shall transfer all such amounts to MRA as and when required by law and by the Transition Documents. This Section does not modify the fiscal provisions of the Oversight MOU.

9. DISTRICT COVENANT REGARDING PRIOR CHARTER ACTIONS

9.1 *Covenant.* District covenants that it shall not assert, in any forum, that any prior action taken to revise the charters of the Schools or to modify the services relationship between the Parties was invalid, ineffective or improperly adopted, and shall not assert that MRA's status or authority depends upon the validity of any such prior action. The District covenants that it shall not contest the validity of any actions of MRA's Board preceding the Effective Date, including but not limited to with respect to board appointments and any other actions. The District covenants that it does not dispute the validity of any appointment of any board member seated on MRA's Board and recognizes the Board and that MRA exists independently from the District with respect to governance. This covenant applies to assertions made affirmatively, as a defense, in an audit response, or in any communication with the California Department of Education, the County Superintendent of Schools or the State Controller.

9.2 *Independent Basis.* The Parties intend that the Material Revisions, when approved, establish MRA's independent operational status on their own terms, without reliance on the validity of any prior charter action.

9.3 *Survival.* This Section 9 survives the expiration or termination of any Transition Document, and the termination of this Agreement.

10. NO WAIVER OF STATUTORY AUTHORITY

10.1 *Oversight Preserved.* Nothing in this Agreement limits, waives or diminishes District's duties and authority as chartering authority, including its obligations under Education Code sections 47604.32 and 47607 and its authority to conduct inspections and require reporting.

10.2 *Prospective Conduct.* The releases in Section 8 apply solely to acts, omissions and claims arising on or before the Execution Date. Nothing in this Agreement limits either Party's rights or remedies as to conduct occurring after the Execution Date. For the avoidance of doubt, nothing in this Agreement limits District's ability to review or evaluate academic, financial, attendance or other data and information relating to periods preceding the Execution Date in the conduct of its oversight responsibilities, including in connection with any annual performance review or site visit.

11. CROSS-INDEMNITY

11.1 *Indemnity by MRA.* To the fullest extent permitted by law, MRA shall defend, indemnify and hold harmless District and its governing board members, officers, employees and agents from and against any claim, demand, action, cause of action, loss, liability, cost or expense, including reasonable attorneys' fees, asserted by a person or entity that is not a Party, to the extent arising from the acts or omissions of MRA or any School.

11.2 *Indemnity by District.* To the fullest extent permitted by law, District shall defend, indemnify and hold harmless MRA, each School, and their respective directors, officers, employees and agents from and against any claim, demand, action, cause of action, loss, liability, cost or expense, including reasonable attorneys' fees, asserted by a person or entity that is not a Party, to the extent arising from the acts or omissions of District.

11.3 *Scope and Allocation.* This Section applies to claims arising from acts or omissions occurring on or before the Execution Date, and allocates responsibility for the third-party claims excluded from the releases by Section 8.5(c). Indemnity as to conduct occurring after the Execution Date is governed by the Transition Documents. Where a claim arises in part from the acts or omissions of each Party, each shall bear the portion of the loss attributable to its own acts or omissions, and neither Party is obligated to indemnify the other for that portion of any loss attributable to the indemnified Party's own acts or omissions.

11.4 *Notice and Cooperation.* A Party seeking indemnity shall give the other prompt written notice of the claim and shall cooperate reasonably in its defense. Failure to give prompt notice relieves the indemnifying Party of its obligation only to the extent it is prejudiced by the delay.

11.5 *Survival.* This Section survives the expiration or termination of this Agreement and of any Transition Document.

12. EFFECT OF THIRD-PARTY CHALLENGE

12.1 *Good Faith Restructuring.* If this Agreement, any Transition Document, or any charter action contemplated by this Agreement is challenged by a person or entity that is not a Party, and the challenge succeeds in whole or in part with the effect that a material benefit intended for either Party under this Agreement is defeated or materially impaired, the Parties shall meet and confer promptly and negotiate in good faith to prepare, adopt and execute such further agreements, amendments or actions as may be necessary to achieve the result the Parties intended, to the fullest extent feasible and consistent with law, including to effectuate the considerations contemplated under the Agreement and Transition Documents.

12.2 *Limitations.* Neither Party is obligated by this Section to agree to any particular term, and nothing in this Section limits either Party's right to defend against or appeal any such challenge. Nothing in this Section revives, or shall be construed to revive, the Prior Services MOU, which is terminated as provided in Section 7.1.

12.3 *Survival.* This Section survives the expiration or termination of this Agreement and of any Transition Document.

13. REPRESENTATIONS

13.1 *Authority.* Each Party represents that the individual executing this Agreement on its behalf is duly authorized and that all necessary board action has been taken.

13.2 *MRA Entity Status.* MRA represents that it is the sole corporate entity holding and operating each School identified in Exhibit A, that no School is separately incorporated, and that MRA has authority to bind each School, including as to the releases in Section 8.

13.3 *No Assignment of Claims.* Each Party represents that it has not assigned or transferred any claim released under Section 8.

14. GENERAL

14.1 *No Admission.* This Agreement is a compromise of disputed claims. Nothing in it constitutes an admission of liability, wrongdoing, or the validity of any claim or defense.

14.2 *Entire Agreement.* This Agreement, its Exhibits, and the Transition Documents constitute the entire agreement between the Parties concerning their subject matter and supersede all prior and contemporaneous agreements, understandings and course of dealing, including the Prior Services MOU.

14.3 *Amendment.* The Parties recognize that they will continue to maintain an authorization relationship going forward, that they share mutual interests in serving the same community, and that the future may create opportunities for new or different arrangements. Operational or financial circumstances may change, and the Parties recognize that there may be occasion to revisit the agreements addressed herein and their terms. Where doing so is in the best interests of the Parties and their individual mission, their individual interests, and each of their respective interests in ensuring that students of the region are well served, either Party may request and propose to the other amendments or modifications, and the other Party will consider them. This Agreement and the Transition Documents may be amended only by a writing signed by both Parties and approved by their respective boards.

Without limiting the foregoing, the Parties acknowledge that MRA operates a nonclassroom-based instructional program and that its apportionment for nonclassroom-based average daily attendance depends upon a determination of funding by the State Board of Education under Education Code sections 47612.5 and 47634.2 and the regulations adopted thereunder, which is based in part upon the percentage of MRA's revenue expended on certificated employee salaries and benefits and on instruction and related services. It is the intent of the Parties that MRA remain in compliance with all requirements necessary to obtain and maintain a determination of funding at one hundred percent (100%). If MRA determines in good faith that the financial obligations imposed by this Agreement or by any Transition Document place at risk MRA's ability to obtain or maintain such

a determination, MRA shall so notify District in writing together with supporting analysis, and the Parties shall meet and confer within thirty (30) days of that notice and negotiate in good faith to adjust the amount, timing or structure of those obligations to the extent necessary to address the risk, consistent with law and with each Party's fiscal requirements.

14.4 *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties. Riverside Preparatory is a party to the Facilities Agreement only and acquires no rights under this Agreement.

14.5 *Governing Law and Venue.* California law governs. Venue lies in the Superior Court of California, County of San Bernardino.

14.6 *Severability.* If any provision is held invalid or unenforceable, the remainder continues in full force, provided that if Section 8 or Section 9 is held invalid in whole, either Party may terminate this Agreement on written notice.

14.7 *Notices.* Notices shall be in writing to the addresses beneath the signature blocks, by personal delivery, certified mail or overnight courier.

14.8 *Counterparts and Electronic Signature.* This Agreement may be executed in counterparts and by electronic signature, each deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

ORO GRANDE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Board approval date: _____

MOJAVE RIVER ACADEMY SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

Board approval date: _____

LIST OF EXHIBITS

Exhibit A — Schools Operated by MRA

Exhibit B — Separation Payment Schedule

Exhibit C — Proposition 39 In-Lieu Agreement

Exhibit D — Memorandum of Understanding (Charter Oversight)

Exhibit E — Services Agreement

EXHIBIT A

SCHOOLS OPERATED BY MRA

School	CDS Code	Current Charter Term
Mojave River Academy – Gold Canyon	36678270137174	June 30, 2028
Mojave River Academy – Marble City	36678270137232	June 30, 2028
Mojave River Academy – National Trails	36678270137182	June 30, 2028
Mojave River Academy – Oro Grande	36678270137190	June 30, 2028
Mojave River Academy – Rockview Park	36678270137216	June 30, 2028
Mojave River Academy – Route 66	36678270137208	June 30, 2028
Mojave River Academy – Silver Mountain	36678270137224	June 30, 2028

EXHIBIT B

SEPARATION PAYMENT SCHEDULE

Fiscal Year	Separation Payment
2026-27	$1,500,000
2027-28	$1,500,000
2028-29	$1,500,000
2029-30	$1,000,000
2030-31	$1,000,000

Coversheet

Approval of Operational Memorandum of Understanding with Oro Grande School District and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: C. Approval of Operational Memorandum of Understanding with Oro Grande School District and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 MRA Oversight MOU.docx

MEMORANDUM OF UNDERSTANDING
By and Between
ORO GRANDE SCHOOL DISTRICT
And
MOJAVE RIVER ACADEMY

This Memorandum of Understanding (the "Agreement") is made and entered into this _____ day of _____, _____, by and between the Oro Grande School District ("the District") and Mojave River Academy, a California nonprofit public benefit corporation ("Charter Corporation") that operates and governs Mojave River Academy authorized by the District. Hereinafter, the District and Charter Corporation shall be collectively referred to as "the Parties."

I. RECITALS

A. The Oro Grande 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, operates and governs seven (7) charter schools ("Charter School"), which are public charter schools authorized by the District and existing under the laws of the State of California and under the supervisorial oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably and shall refer individually and collectively to the corporate entity and the charter school, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement regardless of which term may be used.

D. 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 document ("Charter") and with this Agreement.

E. 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.

F. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing and complying with 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, including fiscal and governance; and (4) providing a sound educational program for Charter School's students.

G. The Parties recognize and agree that Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code § 220.

H. 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.

I. If the terms of this Agreement conflict with the terms of the Charter, this Agreement shall control, including during any period in which the District and Charter Corporation may negotiate and/or implement any necessary revisions to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms and Incorporation into Charter

1. This Agreement shall 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 be executed by duly authorized representatives of both Charter Corporation and the District.

3. The duly authorized representative of Charter Corporation is the Chief Executive Officer or any designee thereof, after approval by the Charter School's Governing Board.

4. The duly authorized representative of the District is the Superintendent or any designee thereof, after approval by the District Governing Board.

5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the District Superintendent, unless the Superintendent delegates this function to another officer or employee of the District. The Superintendent's authority shall be as determined by the District's Board of Trustees. The Board of Trustees shall approve any material revisions to the Charter and any formal District actions that require Board action pursuant to statute or regulation as part of the statutory process governing charter revocation.

6. The term of this Agreement shall be for from the date the Agreement is approved and ratified by both Parties~~July 1, 2026~~, ("Effective Date") for a period that is coterminous with the renewal term of the Charter that commences on that Effective Date. Should the term of the Charter be extended by the California Legislature or the California Department of Education, or otherwise by operation of law, the term of this Agreement shall remain in full force and effect until the conclusion of such term extension. Further, the term of this Agreement shall ~~continue in full force and effect beyond the renewal term of the Charter~~ expire upon the expiration of the renewal term of the Charter, provided that it shall remain in effect during any period when the District Board is the Charter School's chartering authority (whether approved directly or if designated by the State Board of Education to serve as the chartering authority) including

during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement Agreement shall supersede and replace this Agreement and such replacement Agreement becomes effective; (b) the Parties agree in writing that the Agreement is terminated; or (c) the Charter School ceases operating and relinquishes/loses its Charter for any reason and complies with all closure procedures (as set forth in the Charter, this Agreement, and/or the law) and any ongoing requirements of the Charter and/or this Agreement.

7. This Agreement is subject to approval by the District's Board of Trustees and Charter School's Board. The Parties shall review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement, if any. 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, unless the Parties agree to extend the time for agreeing on potential revisions. 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.

8. Upon final termination or revocation of the Charter, including the expiration of any right to appeal or challenge the closure of the school or termination/revocation of the Charter, this Agreement shall automatically terminate.

9. Should Charter School commit a material violation of any of the conditions, standards, or procedures set forth in the Charter, fail to meet or pursue any of the pupil outcomes identified in the Charter, fail to meet generally accepted accounting principles, engage in fiscal mismanagement, or violate any law, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.

10. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law.

11. Renewal of the Charter shall be processed in accordance with the standards and requirements of applicable law, including Education Code §§ 47607 and 47607.2, as the same may be modified or replaced.

12. This Agreement is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of this Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision were contained in the Charter itself. The Parties acknowledge that this Agreement contains numerous technical, administrative and reporting expectations. While the Charter School intends full compliance, it is not the intent of the Parties that a technical or administrative lapse, standing alone or in combination, constitute a basis for revocation of the Charter. Rather, the Parties intend that only a violation or combination of violations of a severity that calls into doubt the Charter School's fiscal management, governance, student safety or educational program, and that would render the Charter School eligible for revocation under Education Code section 47607, shall be treated as a material violation of the Charter, and then only in accordance with the notice and reasonable opportunity to remedy afforded by Education Code section 47607 and its implementing regulations. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the Parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall control and prevail and shall be interpreted and deemed to be updates and clarifications

to the Charter. Where the Charter is silent on an issue, the Agreement serves to fill in any gaps. Where the language of the Charter is ambiguous, the Agreement is the document that governs interpretation of that language, where applicable.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter and this Agreement, plus specific approved conditions, if any.

2. Charter School is authorized by the District to operate with grades TK-12.

3. Within 90 days of the effective date of the Agreement~~As of July 1, 2026~~, and subsequently at all times the Charter School is operational, Charter School and/or Charter Corporation shall post and/or update on the Charter School's website the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation shall update the posting within 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 (including an email address for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board.

4. Charter School and/or Charter Corporation shall provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management, as soon as possible and in no event later than 10 days after the change. Any change to the directors shall include information on the relevant qualifications of the new director(s).

C. Governance

1. Charter School shall operate consistently with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate and unrelated legal entity from the District. Per Education Code Section 47604(d), the District is not liable for the debts 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 if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Section 47604.32 and Education Code Section 47605(m).

2. The Parties further recognize that Charter Corporation has obtained and shall at all times maintain tax exempt status and status as a nonprofit public benefit corporation as provided in Education Code § 47604 for the operation of Charter School.

3. The District reserves the right to have a single representative on Charter Corporation's Governing Board in accordance with Education Code § 47604(c), which representative shall be a full voting member of the Charter Corporation's Governing Board (unless the District specifically determines the representative shall be nonvoting) with no restrictions or limitations on the representative's service. The appointment and/or removal of such a representative, number of consecutive terms that may be served, and all other provisions governing the representative's services are in the sole discretion of the District Board or designee, and the

Charter Corporation and Charter School shall have no authority over the identity, length of service, appointment, or removal of any such representative. All the rules and requirements governing the appointment, service, removal, etc. for other members of that Board as set forth in the Bylaws do not apply to any District representative. The Charter Corporation updated the Charter to make this clear and shall update its Bylaws ~~on or before July 1, 2026~~within 90 days of the effectiveness of this Agreement, to make the Bylaws consistent with these requirements and the provisions of the Charter and this Agreement. Those revisions to the Bylaws shall be made in conformance with the requirements of Section II.D.4 of this Agreement.

4. Charter Corporation's Governing Board shall conduct public meetings within the physical boundaries of San Bernardino County at such intervals as are necessary to ensure the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter Corporation shall establish a two-way teleconference location at each Charter School site.

5. Meetings of Charter Corporation's Governing Board and all legislative bodies of the Charter School (as defined in the Brown Act) will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

6. Charter Corporation shall ensure that all members of its Governing Board, Charter School's leadership, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation have participated in annual training on the requirements of the Brown Act, Government Code Section 1090, the Political Reform Act, and the California Public Records Act (CPRA). Additionally, the Charter Corporation's Governing Board shall undergo ethics training as required by law. Verification of such training shall be provided to the District. The Brown Act portion of this training shall include training regarding the rights of the public, including but not limited to the rights to attend, speak, criticize the Charter School, Charter Corporation, and its legislative bodies, to video record, audio record, and/or broadcast the meetings, and to access writings for discussion or consideration at a public meeting. The CPRA portion of this training shall include information about the application of CPRA to personal devices and accounts. All such training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new board member or designated employee shall undergo such training within 90 days of taking the position at the Charter School.

7. Copies of meeting agendas and minutes for meetings of Charter Corporation's Governing Board and all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act, shall be provided to the District at the earlier of the time they are distributed to all or a majority of the Charter Board or are posted on the Charter School's website pursuant to the Brown Act. This provision shall be deemed to have been met when the agenda, including all backup materials distributed to the Charter Board that are not exempt from public disclosure, and minutes are posted to the Charter School's website if it is concurrent with distribution to a majority of Charter Board members.

8. Charter Corporation shall post all backup materials that are not exempt from public disclosure related to agenda items for meetings of all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act to its website with the pertinent agenda at or before the time they are distributed to all or a majority of the members of the legislative body.

9. The provisions and limitations of Education Code Section 47604.1(d) regarding employees who serve on a charter school governing body apply at all times to members of the Charter School's Board who are also Charter Corporation and/or Charter School employees, to ensure transparency and avoid any conflicts of interest and/or the appearance of impropriety in the work and recommendations of the Board.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with all documents specified in Epicenter, as that list may be periodically updated by the District, with submission by the dates specified in Epicenter. The list below is by way of example, with the specifically required documents and due dates as identified in Epicenter. Nothing herein shall limit the District's authority to make reasonable requests for and receive copies of additional documents related to Charter School and/or Charter Corporation's operations or limit Charter School's obligation to provide any different or additional information or documents as may be required by law or regulation.

   a. The Charter;

   b. Articles of Incorporation;

   c. Bylaws;

   d. Conflict of Interest Code;

   e. Roster of Charter Corporation's Board;

   f. Schedule of Board meetings;

   g. Name and contact information for Charter School's leadership (e.g., principal, executive director, and/or head of school);

   h. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider);

   i. Facilities Use Agreement(s)/Lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from; and

2. Charter Corporation shall provide up-to-date versions of all required documents by September 1st of each year, or as otherwise specified.

3. In the event Charter School revises any of the documents it is required to submit, it shall send an updated version to the District within ten (10) business days of the date the change is approved by Charter Corporation's Board.

4. The Charter School shall provide written notice to the Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than ~~three~~ one (1~~3~~) week~~s~~ prior to consideration of adoption of the revision(s) by the Charter Corporation's Board. Should the Superintendent or designee indicate that the District considers the proposed revision(s) to be ~~a material revision to the Charter School's governance structure or Charter~~materially different from and materially inconsistent with the governance structure set forth in the approved Charter, and therefore a material revision to the Charter, the Charter Corporation may not

formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should the Charter Corporation adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the District within three (3) business days of the adoption of such revision(s). ~~On or before July 1, 2026~~Within 90 days of the effective date of this Agreement, the Charter School's Bylaws shall be amended as necessary to specify these requirements for amendments thereto. The Charter School is not required to provide this prior notice to the Superintendent for the revisions to its Bylaws specifically mandated by this MOU and/or the Charter, which shall not constitute a material revision to the Charter. However, the Charter School shall provide the proposed revised Bylaws to the District at least two weeks prior to the Charter Corporation Board's consideration and action thereon to ensure that the revised provisions and the Bylaws as a whole comply with the requirements of the Charter and this Agreement and shall provide a copy of the adopted revised Bylaws within one week of approval by the Charter Corporation Board.

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

E. Admissions, Recruitment, and Enrollment

1. The Charter School shall comply with Education Code Sections 47605, 200, 220, 231.5, and Government Code Sections 12940 and 11135.

2. Within 90 days of the effective date of this Agreement ~~As of July 1, 2026~~, and at all times it is operational during the Charter term, Charter School shall have the following enrollment and admissions information posted on Charter School's website and shall update the posting as quickly as possible whenever the information changes:

   a. Procedures and timeline for enrollment, admission, and the public random drawing, which shall 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 public 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 pupils, parents, and legal guardians, without the need to create an account, password, or otherwise register or identify oneself to view the application and information about the enrollment process.

   e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment nor does it encourage students to disenroll, as developed by the California Department of Education.

   f. Process for a pupil who is expelled or leaves the 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).

3. 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 pupils from communities throughout San Bernardino County. At least annually, Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

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. Funding shortfalls shall be the Charter Corporation and Charter School's responsibility.

3. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 *et seq*. LCFF funding shall be apportioned by Average Daily Attendance (ADA). Charter School shall be responsible for providing the California Department of Education with all data required for funding. LCFF funding shall 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 Special Education Local Plan Area (SELPA) with which Charter School is affiliated.

   c. Charter School shall be funded directly from the state for its share of lottery funds. A portion of lottery funds must be spent on instruction, as dictated by the state.

4. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be Charter School's responsibility to apply independently for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

5. Charter School may be eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's pupils for such funding.

6. 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 Charter School and its pupils generate such entitlements. Additionally, Charter School may apply for private grants.

7. Grants written by and obtained by Charter School shall come directly to Charter School and shall not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.

8. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.

9. 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.

10. Charter School shall cooperate fully with the District in applications made by the District on behalf of Charter School's pupils.

11. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of funds.

12. Charter School may also be entitled to 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 any and all funding beyond the base statutory entitlement.

13. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments no later than the 15th of each month pursuant to Education Code § 47635.

14. 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 and Charter School shall not indicate or represent that the District is a party to or has any obligation relative to any loan or loan application. 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.

15. Charter Corporation and Charter School shall 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 pupils 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.

16. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.

17. This Funding section, as well as all other sections of this Agreement, shall be applied consistently 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.

18. 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.

19. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.

20. 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 and consistent with the approval of said funding. 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, though the District has no obligation to agree to include Charter School in any such funding efforts. 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 supervisorial oversight of the District.

2. Charter Corporation shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts 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 all oversight responsibilities, including, but not limited to, those required by Education Code §§ 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and shall 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 policies and procedures 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 policies and procedures, 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, but not limited to, 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 § 7920.000 *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 VI and Title VII of the Civil Rights Act of 1964;

   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.5.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 California Public Records Act, as well as Education Code § 47604.3.

H. <u>Fiscal Relationship</u>

1. <u>Oversight Obligations</u>. 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:

(1) Identify at least one staff member as a contact person for each charter school.
(2) Visit each schoolsite approved in each Charter Corporation charter petition or material revision that has been established by the charter school at least annually.
(3) Verify that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5.
(4) Monitor the fiscal condition, including enrollment and attendance data, and make periodic checks of credit and debit card transactions of each charter school under its authority.
(5) Provide the governing body of the Charter Corporation with feedback on any issues of concern identified pursuant to paragraph (4) and an opportunity to respond. If in the course of the review, the chartering authority has reasonable suspicion that fraud, misappropriations of public funds, embezzlement, or other financial crimes may be occurring, the chartering authority shall notify the Superintendent and the county superintendent of schools.
(6) Provide timely notification to the Superintendent if any of the following circumstances occurs or will occur with regard to a charter school for which it is the chartering authority:
(A) A renewal of the charter is granted or denied.
(B) The charter is revoked.
(C) The charter school will cease operation for any reason.
(7) (A) After completing annual financial and compliance audit oversight responsibilities pursuant to Section 41020, identify and provide notification to the governing body of the charter school within 60 days of any material concern arising out of the chartering authority's ongoing oversight and monitoring activities.
(7)(B) For purposes of this paragraph, "material concern" means a concern that could lead to a decision of non-renewal or revocation of the charter, such as concerns regarding any of the following:
(i) Academic performance expectations.
(ii) Compliance with laws, contracts, or the terms of the charter.
(iii) Issues with fiscal conditions or governance procedures.
(iv) Issues pertaining to pupil health, or employee or pupil safety.
(v) Issues pertaining to equity or accessibility.

Commencing July 1, 2027, the District shall do all of the following with respect to each Charter Corporation charter school under its authority:

(1) (A) Visit each resource center, meeting space, and satellite facility approved in a charter petition or material revision and established by the charter school (i) upon the opening and (ii) pursuant to subparagraph (B) thereafter.
(1)(B) Visit each resource center, meeting space, and satellite facility approved in a charter petition or material revision and established by the charter school at least once every two years.
(2) Annually attend, in person, at least one meeting of the governing body of the charter school.
(3) Review the agendas and minutes of the meetings of the governing body of the charter school.
(4) Conduct annual financial and compliance audit oversight responsibilities pursuant to Section 41020.

(5) Refer any credible allegations of fraud, misappropriation of funds, or other illegal fiscal practices received from third parties, or observed through the chartering authority's duties, to the county superintendent of schools who may elect to exercise its authority pursuant to subdivision (c) of Section 1241.5, Section 47604.3, or Section 47604.4.

Commencing July 1, 2027, the District shall annually review each Charter Corporation charter school's average daily attendance. The District shall review a sample of independent study written agreements and work samples from each track to gauge whether the documents generally align with the reported attendance if the independent study average daily attendance reported by the charter school to the State Superintendent of Public Instruction for apportionment purposes has increased by 10 percent or more relative to the most recent prior principal apportionment reporting period, as defined in Section 41601, as follows:

(A) For the first principal reporting period compared to the prior year first principal reporting period.
(B) For the second principal reporting period compared to the current year first principal reporting period.
(C) For the annual principal reporting period compared to the current year second principal reporting period.

If the above review does not generally align with the reported attendance during the applicable apportionment reporting period, including subsequent corrected reports submitted to the chartering authority, the District will request and MRA shall provide additional information to explain the misalignment.

2. Charter School shall promptly respond to all reasonable inquiries of the District regarding Charter School's financial records.

3. For purposes of fiscal oversight and monitoring by the District not covered in the financial reporting section, Charter Corporation shall provide the District with a copy of documents, data and reports in the reasonable form and at the times specified by the District.

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 shall 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 actual costs of oversight up 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 supervisorial 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 the District shall not act as fiscal agent for Charter Corporation or Charter School. 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. The Charter Corporation shall provide the District for review a preliminary budget and supporting documents on or before May 15th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined. The District and Chater Corporation will continue to communicate during the period between this submission and the County Superintendent of School's July 1st annual deadline for submission of the Charter Corporation's final adopted budget. Any changes the Charter Corporation makes to the preliminary budget shall be communicated to the District within one business day.

   b. The adopted budget and signed certification following approval by the Charter Corporation's Governing Board shall be provided to the District for review the day after it is approved and must be provided no later than June 25th 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 this Agreement being approved by both Parties followed by annual updates on or before June 30th of each year. The District will include additional reminders of fiscal deadlines and electronic documentation as needed using EpiCenter or a similar tool.

2. Cash Flow Data

   a. Cash flow projections shall be submitted with each interim financial report, as detailed below.

   b. The District shall be notified at least ~~three~~ two(~~3~~2) week~~s~~ in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Governing Board to incur short- or long-term debt in a principal amount exceeding one million Dollars ($1,000,000). Notice given concurrently with the posting of the agenda for the meeting at which the action is to be considered shall satisfy this requirement. Financing documents shall be made available for the District's review upon request. This report regarding issuance of debt must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter Corporation's Governing Board defining the nature of the debt, and the terms specified in

a loan agreement or debt instrument. The District shall not provide advice on debt issuance or financial transactions of the Charter Corporation, nor shall the reporting of this information to the District be construed as the District approving or endorsing such action on behalf of the Charter Corporation. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter Corporation shall not obligate the District to pledge any funds or security for the repayment of the debt or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on the District, except as specifically otherwise agreed in writing.

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 and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before December 15th of each year. Charter Corporation shall provide the District with its first interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This first interim financial report shall reflect changes through October 31st.

b. The second interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before March 15th of each year. Charter Corporation shall provide the District with its second interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This second interim financial report shall reflect changes through January 31st.

c. The third interim financial report and signed certification shall be prepared and submitted to the District on or before June 1st of each year, if deemed necessary. This third interim financial report shall reflect changes through April 30th.

d. The final unaudited financial report and signed certification for the full prior year shall be prepared and submitted to the County Superintendent of Schools on or before September 15th of each year. Charter Corporation shall provide the District with its unaudited financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline.

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 the statutory deadline of each year.

b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a corrective action plan outlining how and when they will be resolved to the District's satisfaction.

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's staff shall 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 suspensions and expulsions, 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 1st of the preceding school year.

   b. Charter Corporation shall submit monthly summary reports of enrollment and Average Daily Attendance ("ADA") no later than five 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 15th, April 30th, and June 20th, 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. Students with Disabilities

1. Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1992

   a. The Charter Corporation shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("ADA"), all Office for Civil Rights mandates for students enrolled in charter schools, and any other applicable state and federal anti-discrimination laws to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Corporation.

   b. The Charter Corporation shall be solely responsible, at its own expense, for its compliance with Section 504 and the ADA. The Charter Corporation shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter Corporation shall designate a Charter Corporation employee responsible for Section 504 and ADA compliance and notify the District, in writing, of the name of the responsible individual.

c. The Charter Corporation shall ensure compliance with its procedures and Section 504 for disciplinary action against disabled students.

2. Special Education and Related Services under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its implementing regulations (34 CFR Part 300) and Education Code§ 56000 et seq. and the implementing regulations (Cal. Code Regs., Tit. 5 § 3000 et seq.).

   a. Pursuant to Education Code section 47641, Charter School has not elected to or provided verified written assurances that it will participate as a Local Education Agency (LEA) member of a Special Education Local Plan Area (SELPA). Therefore, pursuant to Education Code section 47641(b), Charter School is deemed a public school of the District for purposes of compliance with the IDEA. The provisions of this section and the terms of the Charter shall govern compliance with the IDEA for Charter School students, with the provisions of this Agreement controlling in the case of a conflict.

      i. The Charter Corporation agrees that all pupils shall have access to Charter School, no student shall be denied admission due to disability, and admission preferences shall not result in limiting enrollment access for pupils with disabilities. The Charter Corporation agrees it shall 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 laws related to students with disabilities.

      ii. Charter School shall comply with all applicable state and federal laws.

      iii. Charter School agrees to implement a Student Study Team (SST) to monitor and guide referrals for Section 504 and IDEA services. As specified above, Charter School is solely responsible for compliance with Section 504.

      iv. Charter School and the District intend that Charter School will be treated as any other public school in the District with respect to the provision of services pursuant to the IDEA, including the allocation of duties between on-site staff and resources and the District's staff and resources, with any exceptions or modifications as specified herein or in a subsequent written agreement.

   b. Division and Coordination of Responsibility: The District and Charter School agree to allocate responsibility for the provision of special education services (including but not limited to identification, evaluation, Individualized Education Program (IEP) development and modification, and educational services) in a manner consistent with allocation between the District and its local public school sites. Where particular services are generally provided by staff at the local school site level, Charter School shall be responsible for providing said staff and programming; where particular services are provided to schools by the District office, those services will be made available to Charter School in a similar fashion.

      Charter School and the District will jointly ensure that all students entitled to services under the IDEA will receive those services.

   c. Identification and Referral: 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 services pursuant to the IDEA. Charter School, with the assistance of the District, shall 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 the District's policies and procedures. As between Charter School and the District, Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information for any student enrolling from a non-District school.

d. Assistance: The District shall provide Charter School with any special education support that it generally provides its other public schools in the identification and referral processes. The District will ensure that Charter School is provided with notification and relevant files of all students transferring to Charter 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, upon the Charter School notifying the District of the student's enrollment at Charter School.

e. Assessments: The District and Charter School shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and triennial assessments, in accordance with the District's general practices and procedures for other public schools of the District, and applicable law. In the event of a disagreement as to whether an assessment is necessary, the District shall maintain the final decision. Charter school shall refer any request for an independent educational evaluation (IEE) to the District. The District shall be responsible for responding to the IEE request. Costs associated with funding an IEE shall be in compliance with how the District funds IEEs for other public schools of the District.

f. IEP Meetings: Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practices and procedures and applicable law, including Education Code section 56341. Charter School shall be responsible for having the designated representative of Charter School in attendance at the IEP meetings. Additionally, Charter School shall be responsible for ensuring the attendance of representatives who are knowledgeable about the regular education program at Charter School, the student's general education teacher, and any other Charter School staff who have been requested to attend by the District or family.

g. IEP Team: 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, including Education Code section 56341, and shall include 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.

h. Provision of Services: To the extent that the agreed upon IEP requires special education or related services to be delivered by staff other than Charter School staff, the District shall provide and/or arrange for such services in the same manner as it does for other schools of the District. The District's services shall include consultative services by District staff to Charter School staff in the same manner that the District's staff consults with staff at other District schools. To the extent Charter School staff have the appropriate licensing and/or

credentials to provide special education or related services, Charter School agrees that such staff will be utilized for the provision of such services

i. Placement: To the extent that the agreed upon IEP requires placement outside Charter School, including but not limited to placement at a nonpublic school, private school, and/or residential treatment center, the District shall be responsible for funding such placement in the same manner that it funds such placements for all other public schools of the District.

j. Complaints: In consultation with Charter School, the District shall address/respond to/investigate all special education compliance complaints filed with the California Department of Education (CDE) involving allegations of noncompliance with the IDEA and/or Education Code at or by the Charter School. If Charter School receives a special education compliance complaint, it shall notify the District immediately, but not to exceed two business days after receipt of the complaint, and provide all complaint documentation. While the District shall be responsible for preparing the response to the complaint to submit to CDE, Charter School shall participate in the response process and comply with all District requests. Nothing in this section shall be interpreted to mean that allegations against the Charter School of discrimination on the basis of disability shall necessarily be the responsibility of the District, as such determination shall be dependent on the nature of the allegation(s).

k. Due Process Hearings: In consultation with Charter School, the District may initiate a due process hearing on behalf of a student enrolled in Charter School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District and Charter School shall work together to defend the case. In the event that the District determines that legal counsel representation is needed, the District and Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In case separate counsel is needed by Charter School, Charter Corporation may select such counsel and shall be solely responsible for the costs and fees of its legal counsel. With joint representation, the selection and direction of legal counsel shall be within the purview of the District. If Charter School is not in agreement with District's selection or direction of counsel, it may request authorization from the District to select separate counsel at Charter School's own cost. Approval of such a request shall be in District's sole discretion.

l. Dispute Resolution: Charter School shall comply with all state and federal statutory and regulatory dispute resolution procedures pertaining to the provisions of special education services, including, without limitation, IDEA, the special education complaint procedures, Government Code section 7585, and the dispute resolution procedures established by Charter School's SELPA and Local Plan.

m. SELPA Representation: The District Superintendent or designee shall represent Charter School at all SELPA meetings as it represents the needs of all schools in the District. Reports to Charter School regarding SELPA decisions, policies, etc., shall be communicated to 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 the District provides mandatory training related to the IDEA to site staff, that training shall also be mandatory for Charter School staff. To the extent that the District's site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their school, such opportunities shall be made available to Charter School staff.

n. Transfer of Special Education Apportionment Directly to the District: The Parties agree that, pursuant to the division of responsibilities set forth in this Agreement, Charter School has elected the status of any other public school in the District for the purposes of IDEA services and funding, and the District has agreed to provide services pursuant to the IDEA for Charter School, consistent with the services it provides at District public schools. Consistent with this division of responsibility, all funds apportioned to and received by Charter School directly from the state and/or federal government for IDEA services and/or compliance shall be forwarded by Charter School to the District. In exchange, District shall provide special education and related services, including compliance and support services, consistent with those provided to other public schools within the District.

o. Charter School Contribution to Encroachment: Charter School shall owe the District an amount of funding equal to the District's total excess cost of Special Education (hereafter "encroachment") per unit of the District-wide general education ADA, for each unit of Charter School's general education ADA. The formula for calculating Charter School's contribution is as follows: Total District encroachment divided by the combined ADA District-wide ("P-2") and all SELPA charter schools ("P-2"), then multiplied by the individual Charter School's ADA ("P-2"). Charter School enrollment includes all students, regardless of home district and/or special education status. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made. No prorated adjustment will be made for students who leave during the academic year. The encroachment amount owing to the District shall be offset by any cost Charter School has incurred in providing necessary special education services to its students provided that such costs have been approved by the District prior to being incurred by Charter School. Should Charter School no longer be a school of the District for purposes of compliance with the IDEA, such encroachment will no longer be owed once all outstanding encroachment has been paid by Charter School.

p. Policy Compliance: Charter School shall adhere to the policies and requirements of the Local Plan for Special Education and to District policies.

q. IEP Implementation: Special education services will be offered at Charter School based upon each student's Individualized Education Program and, as determined by District to be appropriate and consistent with the IDEA and the manner in which the District provides services to District schools. This shall not be interpreted as requiring the District to add programs and/or services at Charter School. In the event a student's offer of FAPE cannot be implemented at Charter School, the District shall provide for the implementation of the IEP at another District school consistent with practices where District students attend school sites other than their school of residence, due to the availability of programs and/or services, for implementation of their IEPs.

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

s. Becoming an LEA: Any change in the Charter School's status (from a school of the District for IDEA compliance to a local educational agency (LEA) member of a SELPA for purposes of special education) shall require written notification to the District written notification to the District's SELPA Director at least a year and a day preceding the change, unless the SELPA agrees to a shortened timeline, and shall comply with this paragraph. The change to become an LEA member of a SELPA shall only be effective at the start of

a fiscal year. The Charter School may apply to any SELPA in the state to operate as an LEA within the SELPA. ~~Should Charter School ever determine that it is interested in becoming its own LEA for purposes of providing special education services; such change would constitute a material revision to the Charter unless the District determines that Charter School's plan to operate as an LEA member of a SELPA can be implemented without the need for a material revision to the Charter.~~Consistent with Education Code sections 47641 and 47646, a change in the Charter School's status to a local educational agency member of a SELPA shall not constitute a material revision to the Charter, and shall require only the notice provided for in this paragraph together with verifiable written assurances of SELPA participation. By February 1 of the fiscal year preceding the fiscal year in which it desires to become its own LEA, unless such deadline is extended in writing by the District, the Charter School must provide the District with verifiable written assurances that Charter School has been accepted to and will participate in a SELPA approved by the State Board of Education in accordance with Education Code Section 47641(a), and failure to comply with this deadline shall prohibit Charter School from changing SELPAs for the specified year, unless the District agrees to an extension in writing.

Prior to or concurrently with submittal of this notice, the Charter School shall submit a written plan for how it will comply with the IDEA as an LEA member of a SELPA ~~or a request for material revision to the Charter Renewal and this Agreement~~, which shall include revised terms for compliance with the IDEA consistent with the District's requirements for charter schools under its oversight that serve as their own LEA for IDEA purposes. ~~Should the District determine that the proposed plan constitutes a material revision to the Charter, the Charter School shall promptly submit a request for material revision to the Charter and to this Agreement, to be processed in accordance with the requirements of the Charter Schools Act. Should the District determine that the proposed plan does not constitute a material revision to the Charter, the~~ The Parties shall promptly negotiate revisions to this Agreement to reflect that the Charter School is its own LEA for purposes of IDEA compliance.

At any time that Charter School becomes its own LEA for the purposes of special education, the District shall have no further responsibility for the coordination or provision of special education services to Charter School students, regardless of school district of residence of such students, and Charter School shall be exclusively responsible for the coordination and provision of special education services to Charter School students and for any and all other obligations of a school or school district relative to services for students with special needs. If the Charter School submits the required notice, is accepted to a SELPA, timely submits the required evidence~~, and receives approval of any corresponding material revision~~, the Charter School shall be designated as an LEA within that SELPA for the following school year. Otherwise, the Charter School shall be designated as a public school of the District for purposes of compliance with the IDEA.

3. Insurance: The Charter Corporation's insurance obligations pursuant to the Charter and/or this Agreement, specifically including all requirements to provide insurance coverage for the District and District Personnel, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504, the ADA, and/or Charter School's responsibilities related to the IDEA, the provision of services to students with disabilities, and access to the Charter School and its facilities pursuant to said laws.

4. Indemnity. The Charter Corporation agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related to, Section 504, ADA, and/or Charter School's responsibilities for compliance with the IDEA, Education Code, and/or similar law, including the provision of special education and related services and access to the Charter School and its facilities.

L. Insurance and Risk Management

1. This Section shall supersede any conflicting provisions of the Charter and Charter School/Charter Corporation's obligations hereunder shall in no way be modified or limited by any language in the Charter, including but not limited to the provision specifying that the applicable "risk management standards and requirements for insurance shall be commercially reasonable, typical for charter schools of MRA's size, fair, and within the scope of insurance products actually available to MRA in the insurance marketplace and at rates in line with what charter schools generally budget for insurance." Notwithstanding the foregoing, to the extent any coverage, limit, sublimit or endorsement required by this Section is not available to the Charter School/Charter Corporation in the insurance marketplace, or is not available at rates that are commercially reasonable for charter schools of comparable size and program, the Charter School/Charter Corporation's procurement and maintenance of coverage that is commercially reasonable and generally available to charter schools of comparable size and program, at rates in line with those generally budgeted by such charter schools, shall satisfy its obligations under this Section. The Charter School/Charter Corporation shall provide the District with documentation from its insurance broker or carrier supporting any determination made under this paragraph, and the District shall not unreasonably withhold, condition or delay its acceptance of such documentation.

2. No coverage shall be provided to the Charter School/Charter Corporation by the District, including self-insured programs or commercial insurance policies. It shall continue to be the Charter School/Charter Corporation's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

3. The Charter School/Charter Corporation shall purchase and maintain in full force and effect at all times during the term of its Charter and any renewal thereof and/or this Agreement, unless and until alternative insurance requirements may be agreed upon by the chartering authority, insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. Such approval shall not be unreasonably withheld, conditioned or delayed. The Charter School/Charter Corporation's obligations to acquire and maintain insurance as provided in this section of the Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School/Charter Corporation's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations until the Charter School/Charter Corporation has fully complied with the Closure Procedures set forth in the Charter and/or this Agreement and any additional closure procedures required by law, regulation, or required by the California Department of Education (CDE).

4. Without limiting the Charter and/or this Agreement and/or the defense, indemnity, and hold-harmless obligations of the Charter School/Charter Corporation, throughout the life of the Charter, the Charter School/Charter Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or

A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than $2,000,000 per occurrence and $5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage, sometimes known as umbrella coverage, shall be procured in the amount of $10,000,000 per occurrence.

A. General Liability Insurance Endorsement Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible. This policy shall be endorsed specifically to include coverage for any and all contractors, invitees, or others hired by or permitted to be on campus and/or otherwise have access to Charter School students.

B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

SCHOOL BOARD LEGAL LIABILITY and ERRORS AND OMISSIONS $5,000,000.00 per occurrence, with an aggregate policy limit of $10,000,000. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than $ 1,000,000 per occurrence and $1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage if the Charter School/Charter Corporation or a related or associated entity owns the site and/or the improvements on the site, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School/Charter Corporation. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School/Charter Corporation in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

FIDELITY BOND coverage shall be maintained by the Charter School/Charter Corporation to cover all Charter School/Charter Corporation employees who handle, process or otherwise have responsibility for Charter School/Charter Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence.

CYBER LIABILITY coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000.

5. Charter School/Charter Corporation shall be responsible, at its sole expense, for separately insuring its personal property.

6. All of the insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement shall: (a) be endorsed to name the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School/Charter Corporation's insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School/Charter Corporation; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School/Charter Corporation shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or

memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, ~~the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.~~the Charter School shall promptly notify the District and shall restore or replace such policy of insurance and/or memorandum of coverage within thirty (30) days. The Charter School shall not be required to cease operations during that period so long as it is diligently pursuing restoration or replacement of the coverage. A failure to restore or replace the coverage within that period shall be addressed in accordance with Education Code section 47607 and the notice and reasonable opportunity to remedy afforded thereby, and shall not render the Charter void.

8. The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the provisions of this Agreement shall not in any way limit the liability or responsibility of the Charter School/Charter Corporation or any insurer or joint powers authority to District.

9. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

10. VERIFICATION OF COVERAGE

    The Charter School/Charter Corporation shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this Agreement and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and original endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

11. DEDUCTIBLES AND LIMITS OF LIABILITY

    The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the Charter and/or the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

    The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the Charter and/or the foregoing provisions

of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the Charter and/or the foregoing provisions of this Agreement must be declared to and approved by the District.

12. If Charter School/Charter Corporation 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 Corporation. Charter School/Charter Corporation's liability policy or policies must provide all liability Charter School/Charter Corporation is required to insure against by law and is authorized to insure against.

13. The Charter School/Charter Corporation and District anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School/Charter Corporation agrees to maintain such insurance as may be required by the District, ~~the terms of which may be updated annually by the District~~the terms of which may be updated annually by the District upon not less than one hundred twenty (120) days' written notice, provided that any such update shall be commercially reasonable, consistent with requirements the District applies to comparable charter schools it authorizes, effective no earlier than the Charter School's next policy renewal, and subject to the availability provisions of this Section, or more frequently with Charter School/Charter Corporation's agreement, and they shall enter into an amendment to this Agreement to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

14. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School/Charter Corporation from risk related to its operations, and Charter School/Charter Corporation must determine whether and what additional coverage may be appropriate for its operations.

15. The Charter School/Charter Corporation shall notify the District of any litigation or legal action taken or claims made by any party against the Charter School/Charter Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School/Charter Corporation's receiving notice. The Charter School/Charter Corporation shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School/Charter Corporation's obligation to report to the District the existence of the litigation, legal action, or claim.

16. The Charter School/Charter Corporation shall promptly respond to all inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement.

17. The above-described provisions set forth the minimum standards for insurance to be acquired and maintained by the Charter School/Charter Corporation, but the District does not provide risk management services to the Charter School/Charter Corporation and nothing herein shall be construed as the District advising the Charter School/Charter Corporation regarding the sufficiency of such coverage to protect the Charter School/Charter Corporation's interests.

18. 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 each school year.

M. Indemnification

1. To the fullest extent permitted by law, the Charter School/Charter Corporation agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School/Charter Corporation, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School/Charter Corporation appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School/Charter Corporation arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or this Agreement and/or in any way related to the operation or operations of the Charter School/Charter Corporation or of any other facility, program, or activity.

2. The obligations of the Charter School/Charter Corporation to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claims, demands, actions, causes of action, or suits within the scope of these provisions of the Charter and/or this Agreement. However, nothing in this provision shall be construed to obligate the Charter School/Charter Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School/Charter Corporation shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

3. The Charter School/Charter Corporation further specifies that its indemnification, defense, and hold harmless obligations pursuant to the Charter and this Agreement extend with full force and effect to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget and to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities

Act, and the provision of services to students with special needs and access to the Charter School/Charter Corporation and its facilities..

4. The Charter School/Charter Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this Agreement, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations.

5. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation 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, if the authorizing entity has complied with all oversight responsibilities required by law.

6. The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School/Charter Corporation's obligations to obtain and maintain the insurance required by the Charter and/or this Agreement and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in the Charter and this Agreement.

N. School Safety Plan

1. Charter School shall have a school safety plan that includes the safety topics listed in Education Code § 32282(a)(2)(A) to (O) as required by Education Code §§ 47605(c)(5)(F) and 47606.3 and including an instructional continuity plan in conformance with Education Code § 32282(3).

2. A copy of Charter School's school safety plan shall be provided to the District within 90 days of the effective date of this Agreement ~~at least two weeks prior to July 1, 2026~~, and when reviewed and updated annually by March 1st of each year.

3. The school safety plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address Charter School's procedures for complying with existing laws related to school safety including, but not limited to, the safety topics listed in Education Code § 32282(a)(2)(A)-(O).

O. 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 public 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 annual or more frequent inspection by the District. Copies of credentials and a list of teaching and class assignments for each teacher shall be made available by Charter School through the California Statewide Assignment Accountability System (CalSAAS). Charter School shall also work cooperatively with the District's credentialing office to complete and maintain as current, at the commencement of each school year and upon the hiring of any new certificated employee, or at other times as the District may request, the District's documentation of credentials of all Charter School credentialed staff and of the teaching and class assignments for each teacher at the Charter School.

4. Charter School shall comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.

5. Certificated and noncertificated employee salary schedules shall be provided to the District upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided annually by August 1st. 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. The minimum qualifications for the Chief Academic Officer, Principal and the Vice-Principal positions at Charter School shall include a valid California teaching credential or California pupil personnel services credential

Commented [A1]: Is this acceptable?

8. The Charter School is prohibited from reducing the qualifications from those as described in the Charter unless operationally necessary to meet staffing needs, and only to the extent that such reduced qualifications do not conflict with any laws or regulations regarding minimum requirements for school staffing and the best interests of students.~~without first obtaining a determination from the District Superintendent or designee as to whether the proposed change is a material revision to the Charter~~. If the Superintendent or designee determines the proposed change is a material revision to the Charter, the change may only be made through the material revision process of the Charter Schools Act.

9. 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.

10. 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.

11. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter School's pupils who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School's pupils shall submit to background checks and fingerprinting in accordance with Education Code §§ 44830.1 and 45125.1. Charter Corporation shall provide certification to the District that all such employees, volunteers, and vendors 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 pupils.

12. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence 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 pupils.

13. Charter Corporation shall comply with all requirements of SB 848, signed into law on October 7, 2025.

P. Student Records/Expulsions

1. To the extent necessary to discharge the District's reasonable supervisorial 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 officers and employees shall comply with FERPA and state laws regarding student records.

2. Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the student discipline procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the withdrawal of the student from the Charter School.

3. If a Charter School pupil 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 pupil's last known address within 30 days pursuant to Education Code § 47605(e)(3) and concurrently provide notice to the District's charter schools office. Charter School shall maintain records of such notifications during the term of this Agreement for the District to review upon request.

4. Neither Charter School nor the District shall be obligated to accept enrollment of any pupil who has been expelled from the other party 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 pupils to the District if the District is the pupil's school district of residence. Charter School may still refer expelled pupils back to the pupil's 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 pupils after Charter School's referral.

5. Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

6. Charter School shall provide Charter School's student discipline policies to the District upon commencement of the first year of instruction and annually thereafter. Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq*. applicable to non-charter schools shall constitute a material revision to the Charter unless determined in advance by the District not to be a material revision, and shall be submitted to the District at least three weeks in advance of any proposed revision action. If the District determines a proposed revision is a material revision to the Charter, it may not be undertaken except as approved through the charter material revision process. If the District determines a proposed revision is not a material revision to the Charter, it shall be processed in accordance with any procedure designated by the District and a copy of the revised policy and procedure shall be provided to the District within five days of adoption or otherwise as specified by the District.

7. Charter School may request the District to process student expulsions; whether to provide such service will be in District's sole discretion. The District will charge Charter School for the cost associated with the provision of any student expulsion services at the then current rate.

Q. Transportation

1. Charter Corporation shall be solely responsible for funding and providing any and all transportation offered to pupils who enroll in Charter School, including any transportation for students that may be required to be provided by law, including transportation required to be provided pursuant to the IDEA or Section 504 and/or as required by the McKinney-Vento Homeless Education Assistance Act.

2. Charter School may, at its sole option, provide transportation services for Charter School's pupils to and from Charter School.

3. Charter School shall be responsible for providing transportation for field trips, including using public transportation.

4. Charter School must adhere to all applicable federal, state, and local laws and regulations when transporting students including, but not limited to:

   a. California Vehicle Code (CVC)

   b. California Education Code

   c. Federal Motor Carrier Safety Administration Act (FMCSA)

   d. California Department of Motor Vehicle Code

   e. California Motor Vehicles Regulations, Title 13 of the California Code of Regulations

   f. California Emergency Medical Services Authority (EMSA) Emergency First Aid Guidelines

   g. California Air Resources Board (CARB) Regulations

   h. Title VI of the Civil Rights Act of 1964

   i. Americans with Disabilities Act of 1990

   j. Individuals with Disabilities Education Act (IDEA)

   k. Section 504 of the Rehabilitation Act of 1973

5. If the Charter Corporation provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school

pupil activity bus, or youth bus if applicable to the grade levels served; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

6. Pending availability, Charter School may request the use of the District's buses for field trips, which will be provided in the District's sole discretion. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Should Charter School otherwise require charter buses, Charter School shall be solely responsible for arranging, contracting, and paying for such buses through third party charter bus vendors. Charter School shall be solely responsible for ensuring that transportation is accessible for all students with disabilities.

R. Nutritional Services

1. Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, as determined by Charter School in consideration of the recommendations provided by the California Department of Education, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, except as set forth in the exceptions listed in Education Code § 49501.5. Charter School shall be responsible for ensuring accessible meals or meeting dietary restrictions, if outlined with a student's IEP, for students with disabilities to the extent nutritional services are provided for all other students.

2. The meals made available by Charter School shall be nutritionally adequate meals that qualify for federal reimbursement.

3. If Charter School wishes the District to operate food services (breakfast and lunch) for Charter School, such service shall be subject to a separate written agreement and provided at the District's sole discretion, and 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.

S. 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 and annual updates thereto), as that statute may be amended from time to time, as well as its applicable regulations. Charter School's local control and accountability plan (LCAP) and its annual update to the LCAP shall be prepared and submitted to the District and the County Superintendent of Schools on or before July 1st of each year, unless a different date is established by law.

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 1st prior to the beginning of a new school year. Any calendar changes made following April 1st must be provided to the District immediately and no later than 10 business days 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 Charter School is meeting the applicable accountability standards. The annual report shall be provided to the District by June 30th of each year. The District and Charter Corporation will collaborate to prepare a template and technical assistance to support development of the annual report.

7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

T. 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.

U. Facilities

1. Charter Corporation has waived its right to request facilities for Charter School from the District under Proposition 39 pursuant to a separate in lieu Proposition 39 facilities agreement.

2. All facilities used by the Charter School 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 shall be approved by the local fire marshal for the use intended.

V. Material Revisions to the Charter

1. Changes to the Charter deemed to be a material revision under Education Code Sections 47605 and 47607 shall be made only with prior approval from the District. Changes to the Charter considered to be a material revision include ~~, but are not limited to,~~ the following, unless a specific proposed revision is determined by the District Superintendent or designee not to constitute a material revision:

   a. Substantive changes to the overall 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 or 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 grade levels to be served for the program as a whole or in a given year that is not expressly authorized by the Charter, or as otherwise required by law.

e. Changes to location or addition ~~or closure~~ of facilities, including school sites, resource centers, meeting space, or other satellite facilities, including the opening of a new facility. Should the Charter School require the use of a temporary location rented or otherwise obtained for short term school related purposes, it shall first consult with the District and the Superintendent shall determine if the proposed use constitutes a material revision.

f. Changing the name of Charter School.

g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation other than Charter Corporation.

h. Substantive changes to admission policies and procedures 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 Governing 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. The Charter School shall comply with the procedures set forth in Section II.D.4 of this Agreement before undertaking any proposed revisions to the Articles of Incorporation or Bylaws.

2. Notice of a revision to the Charter or its operations that the Charter Corporation does not believe to be material shall be provided, in writing, at least 10 business days in advance of Charter Corporation's Governing Board meeting at which the revision is to be acted on.

W. Site Visits

1. The District shall conduct at least one site 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, implementation of the educational program, measurable pupil outcomes, 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 pupils, parents and legal guardians, as well as observation of instruction in the classrooms.

3. Any deficiencies will be reviewed with Charter School's site leadership and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.

X. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with Education Code §§ 47607 and 47607.2. Charter Corporation shall submit its renewal petition to the District no earlier than ~~September~~ July 1st of the last school year of its current term unless otherwise agreed in writing by the District.

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 business days prior to the scheduled renewal conference, if any.

3. The petition for renewal of the Charter shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

4. Any renewal or material revision request shall be formatted in accordance with and include the information and items identified in the District's Charter School Petition Renewal/Material Revision procedures document, as applicable, and include all the following materials:

   ~~a. At least 8 hard copies (double-sided, 3-hole punched, unbound) of the entire renewal Charter (unless a different number of hard copies is agreed to by the District), with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.~~

   ~~b. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.~~

   ~~c.~~a. An electronic version of both the clean and redline versions of the renewal/revision Charter, submitted as follows:

      i. An electronic file version of all documents plus attachments should be uploaded via Epicenter and into a USB drive. Please submit the petition in both Microsoft® Word and PDF. It is acceptable for attachments to be submitted as a PDF, except the petition shall include an Excel spreadsheet of the five-year budget and an LCFF calculator, and page number shall be sequential and continuous throughout, and all attachments shall be identified in the Table of Contents.

      ii. The USB drive shall include the final master clean copy and a redlined copy of the changes made from the previous petition.

   ~~d.~~b. An electronic (Excel) version of the Budget including the LCFF calculator and a narrative explanation of budget assumptions. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

   ~~e.~~c. An electronic (Word) version of the currently approved and operating version of the Charter.

~~f.~~d. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this Agreement), and specific explanations of any requested material revision(s) to the Charter.

~~g.~~e. Renewal petitions must contain the California Dashboard data and state-wide testing data, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

~~h.~~f. Renewal petition must contain information and evidence of performance on the alternative metrics to be considered as part of the renewal determination pursuant to Education Code § 47607(c)(7) and Section II.X.4 of this Agreement.

~~i.~~g. A signed certification of completeness.

~~j.~~h. An electronic (PDF) version of the entire petition package for publishing purposes.

~~k.~~i. Each of the items/components specified in the District's Charter Renewal/Material Revision Procedures.

~~l.~~j. Each petition for renewal must contain a letter or board resolution from the school district where the Charter School is physically located granting permission for the District to remain the authorizing district of the Charter School in the event that it has a facility located outside the District's boundaries.

5. The District delegates to the Superintendent or designee and the Charter Corporation Board delegates to the Executive Director or designee authority to waive or extend the timelines in this Agreement, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

Y. <u>Dispute Resolution</u>

1. The Dispute Resolution element of the Charter is hereby replaced in its entirety with the following:

2. The Charter School/Charter Corporation and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

3. If either the Charter School or District determines that a violation of the Charter, this Agreement, or other written agreement among the Parties may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

   A. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings

immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as it deems necessary.

B. In the event that the District believes the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and may terminate any voluntary participation in the dispute resolution procedures at any time.

C. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step D or take any other action they deem appropriate in response to the dispute. ~~Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Charter and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.~~Nothing in this Section shall be construed to satisfy, shorten or waive the notice or the reasonable opportunity to remedy required by Education Code section 47607(g) prior to revocation of the Charter, which the District shall provide separately and in accordance with law.

D. If the dispute is not resolved in accordance with the procedures through Step C, either Party will be deemed to have exhausted the administrative remedies of the Charter, this Agreement, or other written agreement among the Parties, and law and may pursue any alternative legal options for resolution, including revocation of the Charter by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

4. Internal Disputes. The Charter Corporation Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

5. Internal Disputes. The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, this Agreement, or other written agreement among the Parties

(including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to the Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly, upon request, and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter Corporation's Board unless the matter relates to a possible violation of the Charter Renewal, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations.

Z. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3, and any other applicable statutes or regulations. Prior to instituting revocation proceedings, the District may, but is not required to, provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur within specified reasonable timelines.

2. The minimum progression of notification of corrective action for concerns the District considers involving 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 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 as may be appropriate 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. Nothing in this section shall serve to limit or delay the District's authority to revoke the Charter for severe and imminent threat to health or safety.

AA. Closure Procedures

1. In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the requirements set forth in this Agreement, including the detailed closure procedures set forth in Attachment A and incorporated herein by this reference. The closure procedures set forth in the Charter and

in this Agreement shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this Agreement, the procedures set forth in this Agreement shall prevail.

2. The Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Agreement or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the District agree that, due to the nature of the property and activities that are the subject of the Charter, the District and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

3. The Charter School will utilize the reserve fund to undertake any expenses associated with the Closure Protocol.

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 a determination that the Charter School will be closing for any reason.

BB. <u>Required Disclosures</u>

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable inquiries 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 prior 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, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, 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 San Bernardino, 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. **Entire Agreement.** This Agreement and attachments, if any, in combination with the Charter, 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: _____ _____

Oro Grande School District
Superintendent

Dated: _____ _____

Mojave River Academy Charter School
Chief Executive Officer

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
ORO GRANDE SCHOOL DISTRICT
And
MOJAVE RIVER ACADEMY

Item	Description	Responsible Party	Completion Date	Verification
	Invoking Closure Procedures			
1	In the case of revocation or non-renewal, the Charter School shall invoke and comply with the closure procedures. In the case of voluntary surrender, Charter Corporation shall notify the District in writing that the closure procedures have been invoked and shall comply therewith. Charter Corporation 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, San Bernardino 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. Charter Corporation will be the responsible entity for winding up its closure and closure-related activities. Charter Corporation shall notify within 72 hours of the closure action the District, the California Department of Education, the San Bernardino County Superintendent of Schools, the SELPA in which Charter School participates, the retirement system in which Charter Corporation's employees participate, and the home school districts of each Charter School student of Charter School's closing, including the following information as relevant to each recipient: (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact			

Item	Description	Responsible Party	Completion Date	Verification
	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 parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter Corporation 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 Corporation 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 Corporation 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.			
5	The Charter School shall provide the District with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide the District the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.			
Students and Families				
6	Charter Corporation shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in			

Item	Description	Responsible Party	Completion Date	Verification
	the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter Corporation's knowledge of the school closure or the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.			
7	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.			
8	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 Corporation also shall mail a copy of the report cards to the students' last known addresses.			
9	Charter Corporation 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 Corporation shall notify the same immediately.			
10	Charter Corporation 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.			
11	Charter Corporation shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter Corporation 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. All			

Item	Description	Responsible Party	Completion Date	Verification
	handling and transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.			
12	Charter Corporation 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.			
13	Charter Corporation 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.			
14	Upon Charter Corporation's knowledge of closure, Charter Corporation 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 Corporation shall update the list upon request and shall provide a final list within three (3) days of the closure.			
15	Charter Corporation shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the 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.			
16	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter Corporation shall post the information sheet on its website and			

Item	Description	Responsible Party	Completion Date	Verification
	otherwise disseminate it as requested by the District.			
	Student and Business Records			
17	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. Charter Corporation shall transfer to the District's Charter Office all of the following: (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. All transfers of student records will be made in compliance with FERPA (20 U.S.C. § l232g). Charter Corporation will ask the District to store and maintain original records of Charter School students. Charter Corporation shall transfer and maintain personnel records in accordance with applicable law.			
18	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
19	Charter Corporation 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-			

Item	Description	Responsible Party	Completion Date	Verification
	effective manner in order to minimize expenses.			
20	Charter Corporation 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				
21	Charter Corporation 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.			
22	Charter Corporation will provide assistance to its faculty and staff in searching for and securing other employment.			
23	Charter Corporation 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.			
24	Charter Corporation shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter Corporation will make the payments.			
25	Charter Corporation 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 Corporation will copy the District on all correspondence.			

26	Prior to final close-out, Charter Corporation shall do all of the following on behalf of the school's employees: • 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).			
27	For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter Corporation Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.			
	Assets and Liabilities			
28	On closure, Charter School/Charter Corporation shall remain solely responsible for all liabilities arising from the operation of the Charter School.			
29	Charter Corporation shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
30	Upon knowledge of closure or Closure Action, Charter Corporation 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 Corporation take any action that incurs any financial or education obligation on behalf of Charter Corporation or Charter School unrelated to Charter School's winding up. Charter Corporation shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
31	Charter Corporation 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.			
32	If Charter Corporation has any agreements with organizations representing employees, Charter Corporation shall notify the organizations of Charter School's closure as may be specified in the agreements.			
33	Charter Corporation shall notify the District within fourteen days of all pending litigation to which Charter Corporation is a party. Charter Corporation shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
34	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
35	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
36	Charter Corporation, 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, and in accordance with the requirements of the Charter and/or this Agreement. 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 in accordance with the requirements of the Charter and/or this Agreement. Facilities constructed in part with Charter Corporation funds on District property shall be deemed District property			

	for all purposes and shall not be subject to lien, transfer or sale under any circumstances.			
37	Charter Corporation shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue, to be completed as soon as is reasonably practical, but in no case later than six months after closure, and shall provide the audit report to the District promptly upon completion. 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, shall meet all Charter requirements applicable to the annual auditor, and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and 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 Corporation, the disposition of all assets and liabilities of Charter School and shall verify Charter Corporation's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter Corporation's comprehensive list of all assets by source, noting any restrictions on each asset's use. Charter Corporation shall provide the District with copies of all Charter Corporation 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 Corporation shall timely respond to the District's request(s) for financial information.			

38	Based on the audit findings, and with the approval of the District, Charter Corporation shall expend any identified assets to liquidate any identified liabilities. Charter Corporation shall distribute any remaining assets in accordance with Charter Corporation's petition, bylaws, and the law and the terms of this Agreement. The disposition of Charter Corporation's assets shall include, but not be limited by the following dispositions: a. Notwithstanding any rule, regulation, Charter provision, corporate bylaws, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district, which identity shall be determined by mutual agreement between Charter Corporation and District. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first. b. All other assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property shall be			

	distributed in accordance with the Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation. c. Any liability or debt incurred by Charter Corporation will be the responsibility of Charter Corporation and not the District. Charter Corporation understands and acknowledges that Charter Corporation will cover the outstanding debts or liabilities of Charter Corporation. Charter Corporation understands and acknowledges that only unrestricted funds will be used to pay creditors. d. Any assets belonging to the District or District property will be promptly returned to the District upon Charter School's closure. e. Charter Corporation will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
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.			

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Coversheet

Approval of Facilities Use Agreement with Oro Grande School District and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: D. Approval of Facilities Use Agreement with Oro Grande School District and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Facilities Use Agreement with MRA (REDLINE)_.docx

PROPOSITION 39 IN-LIEU AGREEMENT BY AND BETWEEN ORO GRANDE SCHOOL DISTRICT AND MOJAVE RIVER ACADEMY AND RIVERSIDE PREPARATORY

THIS AGREEMENT ("Agreement") is made and entered into by and between the Oro Grande School District, a public school district organized and existing under the laws of the State of California ("District") and Mojave River Academy, a California non-profit public benefit corporation (hereinafter referred to as the "Charter School") and Riverside Preparatory, a California non-profit public benefit corporation (hereinafter referred to as "RP") as of the later of the date upon which it is approved by the governing boards of the District and the Charter School and RP or the date upon which it is fully executed by the duly authorized representatives of the parties (the "Effective Date"). The District, Charter School and RP are collectively referred to as "the Parties."

RECITALS

WHEREAS, the Oro Grande School District approved seven (7) charters for Mojave River Academy ("the Charter School"); and

WHEREAS, at the time of these approvals, state law allowed these schools to have resource centers outside of the boundaries of the District; and

WHEREAS, each of these schools has resource centers outside of District boundaries; and

WHEREAS, the Legislature now requires that charter schools locate completely within the boundaries of their granting school district unless express advance permission is received from the school district in which the resource centers were located in advance of charter renewal that allows them to be renewed by their current granting school district; and

WHEREAS, permission has not yet been obtained by all of the school districts where Charter School has resource centers and thus Charter School is required to move its facility locations within District boundaries unless permission can be obtained in advance of charter renewal; and

WHEREAS, the requirement for Charter School to relocate all of its facilities within the District's boundaries has created additional demand for land and property within the District's boundaries, thus enhancing their value; and

WHEREAS, the District boundaries are incredibly small, encompassing only one small town; and

WHEREAS, housing developers recently purchased much of the vacant land in the District, which made it unavailable for school construction; and

WHEREAS, the scarcity of land within the District's boundaries has only been exacerbated by the purchases by housing developers and local mining operations, making it increasingly difficult for Charter School to locate within the District's boundaries, as required by law; and

WHEREAS, not all parcels of land within the District are zoned for public school use; and

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WHEREAS, not all parcels of land within the District would likely meet California school site selection criteria due to safety, adjacent land uses, parking requirements, soil testing, and traffic and environmental impacts; and

WHEREAS, the District site has already cleared State of California school site selection criteria which greatly accelerated the timeline under which facilities could be built; and

WHEREAS, this was important because absent this accelerated construction schedule the facilities might not be ready in time for the Charter School to move to if this became necessary at the end of the respective charter terms; and

WHEREAS, utilities were already at this site to serve both RP and the District, which substantially reduced construction costs associated with extending comparable utilities to some other sites within the District boundaries; and

WHEREAS, even if the Charter School could find another parcel upon which to build that would meet all other requirements, water rights in this high desert community can be very difficult to acquire in sufficient quantities to support facilities of the size that were constructed; and

WHEREAS, Charter School desire to be able to operate its school program is most easily facilitated in concert with the District, which provides certain services to the Charter School; and

WHEREAS, the Charter School will have the option to submit to the District a request for facilities (the "Proposition 39 Request") under the provisions of Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations ("5 C.C.R.") Section 11969.1 *et seq.* (collectively "Proposition 39") for the 2026-2027 school year and school years thereafter; and

WHEREAS, the Charter School's facility rights will likely grow over time if they relocate to be within District boundaries because more District residents might attend the Charter School and the Charter School would likely begin operating site-based programs eligible for Proposition 39 Requests; and

WHEREAS, the District and Charter School collaboratively built facilities on District land for the purpose of, among other things, housing Charter School students in case Charter School could not secure permission to continue to operate in one or more of its site locations and to provide specialized career technical education ("CTE") classroom space; and

WHEREAS, the District previously took all necessary steps to ensure that the District's land is in compliance with all applicable zoning, environmental, and permitting requirements necessary to build and operate school facilities; and

WHEREAS, the District's land is equipped with several existing infrastructure systems, including, but not limited to, water, sewage, plumbing, and electricity; and

WHEREAS, the school facilities built by the District and Charter School will have access to the existing infrastructure systems on the District's land, thereby eliminating Charter School's need to build such infrastructure systems itself; and

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WHEREAS, the District's land is also equipped with additional infrastructure suitable for school operations, including but not limited to, playgrounds, athletic fields, and parking lots for students and personnel, and

WHEREAS, the District will make its playgrounds, athletic fields, and parking lots available to Charter School students and personnel when not in use for District programs, thereby reducing Charter School's need to build such additional facilities itself; and

WHEREAS, the District provided substantial contribution to the construction project through oversight, including but not limited to, ensuring all necessary due diligence studies were completed in accordance with applicable laws and requirements, collaborating with land use consultants and working with city and/or county staff to prepare application documents and to fulfill all necessary development requirements and regulations, and closely managing the contractors on behalf of the District and Charter School, to ensure the construction project was on time, on schedule, and within budget; and

WHEREAS, the District has an existing kitchen facility on District land to prepare meals for District students, and therefore did not, on its own, require an additional kitchen facility; and

WHEREAS, the District, RP and Charter School built a kitchen facility on District land for the purpose of providing adequate space for the District to prepare meals for District, Charter School and RP students with the most sizable portion of students served being Charter School students; and

WHEREAS, the District, RP and Charter School built a warehouse facility on District land for the purpose of receiving goods necessary to support all of the students of both entities; and

WHEREAS, the District and RP built a baseball field on District land for student use; and

WHEREAS, the District land was the only economically efficient location to build Charter School facilities because the land was already zoned as a schoolsite; and

WHEREAS, the District has other facilities that could potentially be shared by Charter School students at the site; and

WHEREAS, the District owns the land upon which the new facilities have been constructed and must be compensated for the use of this land; and

WHEREAS, the District has received a grant to allow it to provide services to students of Charter School, District and RP as well as the general public that will assist families with health care needs conveniently at the school site.

WHEREAS, this grant program must be housed in a portion of the new facilities; and

WHEREAS, the land is not within two (2) miles of an airport runway or the District has gotten clearance to operate at the site; and

WHEREAS, all of these factors made the use of the Property particularly attractive, if not essential, by Charter School given the Legislature's very strict limitations on where it can geographically locate in the future; and

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WHEREAS, the District and Charter School desire to enter into this Agreement in lieu of complying with the procedures and requirements related to a charter school's use of school district facilities in Education Code Section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations ("5 C.C.R.") Section 11969.1 *et seq.* (collectively "Proposition 39") for ten years commencing with the 2026-2027 school year; and

WHEREAS, the Charter School and District agree to enter into an in lieu agreement whereby the Charter School will occupy jointly occupy, with the District, the properties located at 19900 National Trail Highway, Oro Grande, CA 92368 ("Property") ("Property" shall refer to all of the entire site, "Subject Property" shall refer to those portions of the Property to be used by the Charter School, "Charter School Exclusive Space" shall refer to that portion of the Subject Property offered for the Charter School's exclusive use, and "Shared Space" shall refer to that portion within the Subject Property offered to Charter School for shared use), as marked and depicted in **Exhibit A** hereto and incorporated herein by this reference, for the 2026-2027 through 2036-37 academic years ("Applicable Years"), pursuant to the conditions set forth below; and

WHEREAS, RP separately uses facilities at the Property that were previously constructed for its use and that are occasionally used by the District for its students; and

WHEREAS, the District, Charter School and RP all contributed to the construction costs of the new facilities and at the time of these contributions all three agencies were under the governance of the same Board and management team; and

WHEREAS, there is a desire to document the intent of the Parties now that the governance and administration has been separated between Charter School and the District and the Parties can negotiate at arm's length; and

WHEREAS, the Parties agree that the District will own the constructed facilities since they are on District land and it would be wasteful to require their demolition should the Charter School's charters all close; and

WHEREAS, it is the intent of the Parties that these facilities never be used for any purpose other than school purposes because of the inherent risk that would pose to the students enrolled in educational programs of the Parties; and

WHEREAS, there is a risk that the charter schools operated by Charter School could close due to poor academic performance or other issues at the time of renewal; and

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy and use facilities at the Property for the Applicable Years.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Use of the Subject Property. District agrees to allow Charter School use of the Subject Property, for the sole purpose of operating the Charter School educational program as set forth in the Charter and associated uses such as after-school programs. Charter School's right to use of the Subject Property shall be for the Applicable Years, beginning on July 1, 2026, and shall conclude on June 30,

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2037. All maintenance and operations services to be provided by the District under this Agreement shall be provided subject to regularly scheduled District working hours.

2. Term. The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2037 ("Term"). The term shall be renewed for successive ten (10) year periods automatically at the end of each Term in perpetuity unless terminated earlier by both parties per the terms of this Agreement.

3. Reversion of Subject Property to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Property, Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School's continued use of the Subject Property for its educational program. If the Charter School desires to use District facilities for the 2037-2038 academic year or beyond, the Charter School must submit a new facilities request and pursue such facilities in accordance with the requirements of Proposition 39.

4. Civic Center Act. Except as otherwise stated in this Agreement, after 6:30 pm during the week and all day on weekends and holidays, the Subject Property shall be subject to use by the public pursuant to the Civic Center Act (Education Code Section 38131 *et seq*.) and/or any joint use or recreational program use that has been deemed appropriate by the District. Civic Center Act use requests, for use of the Property by users other than Charter School or District, shall be evaluated and handled by the Charter School, but coordinated with the District as appropriate. The Charter School will consult with District prior to scheduling any Civic Center Act use of space allocated to District's exclusive use and shall ensure that no uses are scheduled when the District has already scheduled and been approved for use of the requested space. All proceeds derived from the use of the Subject Property pursuant to the Civic Center Act or as otherwise provided for in this Section 4 shall be the property of the Charter School and the Charter School shall be responsible for cleaning and repairing the Subject Property after each Civic Center Act use.

5. Drill Notice. In the event that Charter Schoolpayment conducts a fire, earthquake, or other emergency drill, Charter School shall provide District with reasonable prior notice of the time and nature of the drill and confirm that a District representative is aware of the time and nature of said drill.

6. Security/Safety Notification. In the event either Party becomes aware of an emergency situation (including, but not limited to, a threat posed by an intruder and/or an emergency situation that requires institution of a lockdown) occurring on the Subject Property and/or the Property, the Party shall immediately notify the other Party. Prior to the Charter School occupying the Subject Property, the Parties shall exchange contact information to be used for the purposes of such notification.

7. Furniture and Equipment. Any furniture or equipment required for discretionary use shall be at the sole cost and responsibility of the Charter School.

8. Full and Complete Satisfaction. Charter School agrees this Agreement constitutes full and complete satisfaction of any obligation of the District to provide facilities, including furnishings and equipment, to Charter School under Education Code Section 47614 and the Proposition 39 regulations, and/or any successor laws and/or regulations for the Applicable Years. Charter School agrees that by accepting this Agreement it certifies that the District has fully and completely satisfied

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any obligation of the District to provide facilities, including furnishings and equipment, to the Charter School under Proposition 39 or successor provisions for the Applicable Years by Charter School under the provisions set forth in this Agreement. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Years under the provisions set forth in this Agreement. Furthermore, the Charter School waives any rights it may have to object subsequently to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law for the Applicable Years and waives any rights it may have to challenge those aspects of the District's offer of facilities and/or offer in-lieu of facilities, including furnishings and equipment, that the Charter School believes violate the substantive or procedural requirements of Proposition 39 and its implementing regulations or successor provisions for Applicable Years under the provisions set forth in this Agreement. The Charter School shall not be entitled to additional or alternative facilities from the District pursuant to Proposition 39 or any successor statute, regulation, or other provision of law for the Applicable Years under the provisions set forth in this Agreement, irrespective of the Charter School's in-District student enrollment or whether Charter School has enrollment growth.

9. Signs and Murals. Charter School shall not have the right to place, construct, or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without District's prior written consent, which the District may grant or deny in its sole and absolute discretion. Subject to District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School at its sole cost, may install signage as well as wayfinding signage on the Property for Charter School pick-up, drop-off, events and safety. Upon vacating the Subject Property, Charter School shall remove any and all signage placed on the Subject Property and/or the Property and restore the Subject Property and/or Property to its original condition.

10. Early Termination. This Agreement shall terminate prior to June 30, 2037, for any of the reasons stated in this Agreement after any required notice and failure to cure within the stated timelines, and/or Charter School voluntarily surrenders all charters approved by the District and/or the revocation or expiration for any reason of all of Charter School's charters that are authorized by District, except that in the case of a revocation or non-renewal of all of Charter School's charters, this Agreement shall not terminate until the Charter School has exhausted all of its statutory rights to appeal said revocation or non-renewal, has failed to timely appeal such revocation or non-renewal, or the term of this Agreement expires, whichever occurs first. For the avoidance of doubt, if Charter School has one or more charters authorized by the District, it shall retain the ability to use the facilities as provided herein.

11. Fees. The Parties agree that the Charter School's fee for the Subject Property ("Facilities Fee") is a calculated at a rate of $34.00 per square foot of interior square footage allocated to the exclusive use of MRA, calculated at 44,000 square feet, for a monthly payment of $124,666.66 ~~Three Hundred and Sixteen Thousand, Six Hundred and Sixty Six Dollars per month. Facilities Fees shall increase by 3% every fiscal year.~~ The Facilities Fee is inclusive of the use of the land upon which the Subject Property is built and all and services for which the District is responsible pursuant to this Agreement. Charter School agrees to separately pay a pro rata share of electricity and gas for the Subject Property based on square footage used by the Charter School as provided in Section 12. Charter

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School must make payment of the Facilities Fee by 4:30 p.m. of the fifth (5th) calendar day of the month. Late payments shall be subject to a four percent (4%) late fee though this late payment penalty does not excuse the late payment nor indicate that such late payment is not a breach of Charter School's obligations hereunder. In the event the Charter School's payment is a month or more late, or should the Charter School have three or more late payments in a fiscal year, the Charter School will be considered in breach of this Agreement and, following written notice from the District specifying the delinquency and the failure of the Charter School to cure the delinquency within fifteen (15) business days after that notice, the District may terminate the Agreement, including any use of the Subject Property by the Charter School by providing ~~10~~thirty (30) days' written notice.

12. Utilities. The District agrees to furnish, or cause to be furnished to the Subject Property connections for specified necessary utilities. Utilities provided by the District are limited to: electrical, natural gas, sewer, waste disposal/recycling, and water. As provided in Section 11, the Charter School shall be responsible for paying a pro rata share of electricity and gas costs based on square footage used by the Charter School. The Charter School shall pay one hundred (100) percent of the costs associated with facilities assigned exclusively to the Charter School and fifty (50) percent of the costs of any shared facility space such as hallways and bathrooms. The District shall be excused from performance and shall not be liable if: (1) there is an interruption in any utility service(s) caused by circumstances beyond the District's control; or (2) if any defect or fault occurs in the District's physical plant or utility lines, whether or not attributed to the District. In the event of such interruption, the District shall make reasonable attempts, unless economically impracticable in the District's reasonable judgment, to restore such utility service(s).

13. Internet and Telephone Services. Charter School shall obtain its own telephone and internet service provider but may use the internet and telephone infrastructure existing at the Subject Property, but the District makes no representations about the quality or suitability of existing internet and telephone infrastructure. Charter School shall assume sole responsibility for obtaining, upkeep, and maintenance of all Charter School telephone systems, internet service and access, data lines, content filters and firewalls, computer usage and use/access policies, and related equipment, software and hardware.

14. Taxes. Charter School shall be responsible for all taxes associated with its use of the Subject Property. In the event possessory interest taxes are assessed, Charter School shall be solely responsible for the payment of all Charter School's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Charter School that: (i) the Subject Property is subject to possessory interest taxes, and that such taxes shall be paid by Charter School; and (ii) Charter School may be subject to the payment of property taxes levied on the possessory interest obtained by Charter School. The Parties acknowledge that during the term of this Agreement, Charter School shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Subject Property, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

15. Maintenance. Facilities provided to the Charter School shall remain the property of the District. At its sole expense, Charter School shall be responsible for all equipment or technology purchased by the Charter School.

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The ongoing operations and maintenance of the facilities, including major maintenance and any items that would previously have been considered deferred maintenance under Education Code Section 17582, shall be the responsibility of the District. This includes fire alarm, HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems, which maintenance and repairs shall be consistent with the standards and schedules at other District school sites. The Charter School shall also provide custodial and groundskeeping services. The Subject Property will be maintained and receive groundskeeping services in a similar manner and pursuant to a similar schedule as other District school sites. In the event that the Charter School believes that maintenance and/or repairs are needed, Charter School must follow the procedures to request maintenance/repairs as required by the District, including the procedures for obtaining emergency work, which is of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District shall determine, consistent with the District's policies and standards applicable at other District school sites, whether and how such maintenance and/or repairs shall be performed. Charter School shall not undertake and/or engage in any maintenance or repairs, beyond ordinary custodial and groundskeeping services.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for the cost of and shall pay for any repairs, replacements, or services of any character whatsoever that are occasioned or are made necessary by reason of the Charter School's negligence or misuse of the Subject Property or otherwise caused by Charter School's use of the Subject Property beyond ordinary wear and tear. Charter School shall immediately notify the District in the event repairs, replacements, or services of any character whatsoever are necessary, including when caused by reason of the Charter School's negligence or misuse of the Subject Property.

The District reserves the right to implement a different process and/or procedure for submission of maintenance/repair requests, in which case it will provide notice to the Charter School of the changes to the process. The District will need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation, provided that such entries do not unreasonably interfere with the operation of the Charter School or unreasonably interrupt instruction to students.

16. Installation of Improvements by Charter School. Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and, if required, the Division of the State Architect ("DSA"). District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be in the District's reasonable discretion. Notwithstanding the foregoing, the Charter School shall be entitled to install non-permanent furnishings, equipment and materials (specifically picnic tables, portable outdoor furniture, age-appropriate playground and physical education equipment and movable instructional tools for outdoor or flexible space) with the District's consent, which will not be unreasonably withheld, conditioned or delayed. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements for similar or like projects. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws, including, but not limited to, the Field Act, fingerprinting requirements, and prevailing wage laws, if prevailing wage

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requirements are applicable to the project. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work. Charter School shall indemnify, defend, and hold harmless District, its directors, officers, and employees from any loss, damage, claim, cause of action, cost, expense, or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees, or contractors of any applicable federal, state, or local statute, ordinance, order, governmental requirement, law, or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to District, promptly after Charter School's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair, or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements; (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements; (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements; (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements; (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair, or replacement, as the case may be, of the subject improvements; and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Charter School shall not permit any liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by District, Charter School may bond and contest the validity and the amount of such lien, but Charter School shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of closeout and certification or approval, in a form reasonably acceptable to the District.

17. Provision of Facilities. The facilities to be provided by the District to the Charter School for the Applicable Year is as follows:

A. Charter School, District and RP shall have shared or exclusive access to the spaces designated in the attached **Exhibit A** [CAMPUS MAP].

18. Notice of Damage, Injury, Accident, or Claims. Charter School shall, as soon as reasonably possible, notify the District of any damage, injury, accident, or claim that occurs on the Property or Subject Property during Charter School's use. In no event shall Charter School's notice to District be more than 24 hours after Charter School become aware of the event of damage, injury, accident, or claim. Notice shall be provided in writing in accordance with Section 25 hereof and also via telephone.

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19. Security. The Parties acknowledge that the Charter School is responsible for ensuring the security of the Subject Property through security systems and devices, including, but not limited to, any locks, gates, and/or security systems already existing on the Subject Property. Charter School shall at all times use said alarm system in accordance with District standards. District shall be solely responsible for contracting with any security service firm for alarm and monitoring services it may choose to implement for the remainder of the Subject Property. The Charter School is required at all times to maintain the security of the Subject Property including, but not necessarily limited to, by the proper use of all District provided security systems devices. Charter School shall pay a pro rata share based on square footage of any security costs, including the cost of security guards if necessary. Such pro rata costs shall be allocated 100 percent to the Charter School for all space allocated exclusively to the Charter School and fifty (50) percent for shared space between the parties. No locks or keys shall be changed without first obtaining approval from the District's Executive Director of Maintenance, Operations & Transportation. Within five (5) working days after new alarm codes, locks, and/or keys have been changed or added, the Charter School shall provide new alarm codes, locks, and/or keys to the District's Executive Director of Maintenance, Operations & Transportation. Contact information can be found in the District's maintenance handbook and on the District's website. Under no circumstance is the District responsible for any loss Charter School may suffer at the Subject Property, including, but not limited to, in the multi-use building notwithstanding the use of the District's contracted alarm system. The District is responsible for ensuring the security of the remainder of the Property through security systems and devices, including, but not limited to, any existing locks and gates.

20. Condition of Subject Property. The District is not aware of any defect in or condition of the Subject Property that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order, or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for the intended purpose. The District, at its expense, shall comply with all applicable laws with respect to its use and/or occupancy of the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning conditions, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the Americans with Disabilities Act, the Fair Employment and Housing Act ("FEHA"), and other applicable Field Act standards for any existing compliance issues prior to the date of execution of this Agreement or that are not triggered by any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School. The Charter School shall only assume responsibility for compliance with the Americans with Disabilities Act and FEHA access rights to the extent of any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School. Should any modifications, improvements, and/or changes in the use of the facilities or Subject Property made by or on behalf of the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with the Americans with Disabilities Act, FEHA, and other applicable Field Act standards.

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Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property and/or Subject Property caused by the Charter School's operations thereon, Charter School, at its sole expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the cleanup, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and/or monitoring costs, penalties, fines, and/or disbursements, the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which shall remain a liability of Charter School until paid in full.

Upon termination or expiration of the Agreement, Charter School shall return the Subject Property and any then-existing improvements to the District in clean, good order, condition, and repair, ordinary wear and tear excepted, free and clear of all liens, claims, and encumbrances. Charter School shall remove from the Subject Property all of Charter School's personal property and trade fixtures. All property not so removed shall be deemed abandoned by Charter School and Charter School shall be responsible for any costs incurred by the District for the removal of such abandoned property.

21. Insurance. The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self-insurance through a Joint Powers Authority shall satisfy District's obligations under this Section 21. District shall not be responsible for insuring any of the Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement, insurance coverage as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. The insurance and/or coverage required by this Agreement shall be endorsed to name the District, the District Board and Board members, the Superintendent, District officers, committees, boards, and administrators, employees, agents, representatives, volunteers, successors, and assigns as additional insureds. The policy number/s on the certificates of insurance must match those on the endorsements.

Each policy or memorandum of coverage required to be maintained by Charter School above shall be endorsed to provide that thirty (30) days' prior written notice of suspension, recession, voiding, exhaustion, cancellation, non-renewal, or change in coverage, scope, or amount of any policy be given to the District by the insurer and Charter School by U.S. Mail, certified, or by personal delivery, and if Charter School's insurance company does not provide notice of cancellation to additional insureds, Charter School shall provide the District with notice of cancellation no more than three (3) business days after it receives any such notice from its insurance company, and to establish that coverage for anything other than structures is primary and that any insurance or self-insurance held by the District, its officials, employees, and agents shall be excess and shall not contribute to it. The District's property insurance shall be primary. Upon receipt of notice that any policy of insurance or memorandum of coverage required by the foregoing provisions of this Agreement will be suspended, exhausted, rescinded, voided, canceled, reduced in coverage or in limits, or non-

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renewed, or materially changed for any reason, the Parties will discuss the Charter School's plan to ensure its ongoing compliance with its insurance obligations as set forth in this Agreement, and Charter School shall provide proof of such coverage prior to the date on which the coverage was to be changed. If, for any reason at any time any policy of insurance or memorandum of coverage required by the provisions of this Agreement is suspended, rescinded, voided, exhausted, terminated, canceled, significantly reduced in coverage or in limits, non-renewed, or materially changed in a manner that will result in substantially lower coverage levels for any reason, ~~the Charter School shall suspend operations at the Subject Property until such policy of insurance and/or memorandum of coverage is restored, which Charter School shall restore within seven (7) business days.~~ the Charter School shall promptly notify the District and shall restore or replace such policy or memorandum of coverage within thirty (30) days. The Charter School shall not be required to suspend operations at the Subject Property during that period so long as the Charter School is diligently pursuing restoration or replacement of the coverage.

District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard, or malfeasance of the Charter School.

All rights of subrogation against the District or Charter School for injury (including death), damage or loss arising from performance or nonperformance of the District or Charter School pertaining to this Contract are waived. Waiver of subrogation to be provided.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the District's Superintendent or their designee. Notwithstanding any other provision of this Agreement, to the extent any coverage, limit, sublimit or endorsement required by this Section or by Exhibit B is not available to the Charter School in the insurance marketplace, or is not available at rates that are commercially reasonable for charter schools of comparable size and program, the Charter School's procurement and maintenance of coverage that is commercially reasonable and generally available to charter schools of comparable size and program, at rates in line with those generally budgeted by such charter schools, shall satisfy the Charter School's obligations under this Section and Exhibit B. The Charter School shall provide the District with documentation from its insurance broker or carrier supporting any determination made under this paragraph.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

By no later than June 1 of each year and at any other time a request is made by the District for such documents, Charter School shall provide District with duplicate originals and endorsements of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Agreement, including all declarations, forms, and endorsements. This documentation shall be received by the District prior to the commencement of any educational program at the Property, and at least fifteen (15) days prior to the expiration/renewal date of each policy/memorandum of coverage, and at any other time that a policy of insurance and/or memorandum of coverage is changed. Should the Charter School fail to timely provide and obtain approval of the required proof of insurance prior

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to the commencement of the Term of this Agreement or prior to the expiration/renewal date or at any other time that a policy of insurance and/or memorandum of coverage is changed, ~~Charter School shall suspend operations at the Subject Property until such~~the Charter School shall promptly provide such proof and shall not be required to suspend operations at the Subject Property provided it does so within thirty (30) days. This sentence applies until such proof has been submitted to and approved in writing by the District. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the District, the District Board and Board members, the Superintendent, District officers, District appointed groups, committees, boards, and any other District appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns.

22. Indemnification. With the exception of any liability, claims, or damages caused by the gross negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees, and agents, that may be asserted or claimed by any person, firm, or entity for any injury, death, or damage to any person or property occurring in, on, or about the Property and/or Subject Property after the Charter School's occupancy of the Subject Property, arising from, or in connection with, the Charter School's use of the Property and/or Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Property and/or Subject Property. Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs. The Charter School shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, any public health concern, or any related sickness or aliment as the result of entering the Property and/or Subject Property at the invitation/request of, with the permission of, and/or on behalf of the Charter School, and/or related to Charter School's operations at the Subject Property, and any claimed violation of any rule, regulation, or guidance related to any public health concern arising from the Charter School's use of the Property and/or Subject Property.

With the exception of any liability, claims, or damages caused by the gross negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees, and agents, that may be asserted or claimed by any person, firm, or entity for any injury, death, or damage to any person or property occurring in, on, or about the Property and/or Subject Property after the Effective

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Date, arising from the District's failure to maintain, repair, or keep in good repair the Subject Property, or in connection with, the District's use of or operations on the Subject Property, including conduct of its board of trustees, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns or from any activity, work, or other things done, permitted, or suffered by District in or about the Property and/or Subject Property.

This Section 22 shall survive the termination or expiration of this Agreement.

23. Damage and Destruction of Facilities.

A. Damage Caused by Charter School. If the Subject Property is damaged by any casualty the cause of which is the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees, the Charter School shall be solely responsible for all costs for the repair or replacement of the Subject Property, including all improvements, equipment, and furnishings. Such repair/replacement shall be completed by the District and/or its contractors at the Charter School's expense. The Charter School shall continue to have access to any undamaged/usable portion of the Subject Property pursuant to the terms of this Agreement during the period of repair/replacement. This Agreement shall continue in full force and effect except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Subject Property.

If the Subject Property is totally destroyed (defined as the destruction of more than sixty percent (60%) of the usable classroom space) the cause of which destruction is the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees, and if the Subject Property cannot be restored pursuant to the preceding paragraph within one hundred twenty (120) schooldays after the commencement of the work in the opinion of a registered architect or engineer approved by District, notwithstanding the availability of Charter School's insurance proceeds, then this Agreement may be terminated effective the date of the damage.

B. Partial Damage. If the Subject Property is damaged by any casualty that is covered by applicable insurance, the cause of which casualty is not the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) schooldays after the commencement of the work in the opinion of a registered architect or engineer approved by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Subject Property. If the cause of such casualty causing partial damage is not the negligence or intentional act of the District, or its officers, employees, contractors, agents, volunteers, students, or invitees, but is caused by a third party or by act of God, both the District and the Charter School shall tender the cost of restoring the Subject Property to their

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respective insurance carriers, and the proceeds of any coverage shall be contributed to the costs of the repair.

C. Total Destruction. If the Subject Property is totally destroyed (defined as the destruction of more than sixty percent (60%) of the usable classroom space) the cause of which destruction is not the gross negligence of the Charter School, its officers, employees, agents, contractors, volunteers, students, or invitees or the Subject Property cannot be restored as required by Section 23.B, notwithstanding the availability of insurance proceeds, then this Agreement may be terminated effective the date of the damage. If the cause of such total destruction is not the negligence or intentional act of the District, or its officers, employees, contractors, agents, volunteers, students, or invitees, but is caused by a third party or by act of God, both the District and the Charter School shall tender the cost of restoring the Subject Property to their respective insurance carriers, and the proceeds of any coverage shall be contributed to the District towards compensation for the destruction.

24. Force Majeure. In the event the District determines there are unsafe and/or dangerous conditions that pose a threat to life or property due to causes beyond its reasonable control, including but not limited to fires, flood, storm, explosions, earthquakes, telecommunications outages, acts of God, war, governmental action, pandemics, and epidemics ("Force Majeure Events"), District shall notify Charter School of its determination within five (5) business days. Charter School and District shall agree to meet within two (2) business days to discuss next steps regarding use and/or operation of the Subject Property. In the event District and Charter School mutually agree to a Force Majeure Event closing of the Subject Property, the District shall not be deemed in default of any provision of this Agreement, as long as the District's nonperformance is caused by a Force Majeure Event. The Charter School shall not be obligated to pay any usage fee or other costs during the time that the Subject Property is closed due to a Force Majeure Event. However, should the Charter School voluntarily choose (meaning not mandated by law and/or the condition of the Subject Property) not to use the Subject Property during a Force Majeure Event, the Charter School shall continue to remain obligated to pay any usage fee and/or other costs required under this Agreement. Once District and Charter School mutually agree to reopen the Subject Property, the terms and conditions of this Agreement shall reinstate and apply in full force and effect, but such event shall not serve to extend the Term of this Agreement.

25. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or sent via email, addressed as follows, unless otherwise explicitly specified pursuant to the terms of this Agreement:

If to the District:

Attn: S.Shawn Bell
Oro Grande School District
19900 National Trails Highway
Oro Grande, CA 92368

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If to the Charter School:

Attn: Josh Garcia
Mojave River Academy
P.O. Box 1458
Victorville, CA 92392

If to RP:

Attn: S.Shawn Bell
Riverside Preparatory
19900 National Trails Highway
Oro Grande, CA 92368

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice given by email shall be effective upon actual receipt, and "actual receipt" shall mean delivery to the recipient's email inbox. However, any e-mail notice delivered after 4:00 p.m. on any weekday, at any time on a weekend (Saturday or Sunday), or at any time on a federal, State, or District holiday or period when the District Office is closed, the e-mail notice shall be deemed to have been served as of noon the next business day on which the District Office is open. However, should delivery to the recipient's email address be delayed or prevented due to issues or defects in the operation of the recipient Party's email/IT systems, actual receipt shall mean 30 minutes after sending, subject to the extension of time for delivery outside of business hours or on weekends/holidays. Any Party may change the address or persons to which notices are to be sent to it by giving written notice of such change of address or persons to the other Parties in the manner provided for giving notice.

26. California Environmental Quality Act. Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications, or abandonment of a project or use due to any inability to meet CEQA requirements.

27. Subcontract and Assignment. Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities, and/or obligations hereunder, to any person or business entity without District's express written consent, which consent shall be granted at District's sole and absolute discretion and, if granted, may be conditioned or delayed.

28. Independent Status. This Agreement is by and between three independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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29. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter School's Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

30. Legal Interpretation. This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Bernardino, California. The terms of the Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

31. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

33. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

34. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, be construed to limit or extend the meaning of this Agreement, nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

35. Severability. Should any provision of this Agreement be determined to be invalid, illegal, unenforceable, or contrary to law, statute, and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall continue as valid, legal, and enforceable.

36. Incorporation of Exhibits. Each exhibit attached hereto is incorporated herein and made a part hereof by reference.

37. Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF or DocuSign or similar technology, which version of the Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked document. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 *et seq*.) and Government Code Section 16.5 pertaining to digital signatures.

38. Board Approval. In accordance with Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by duly passed and adopted motion of the District's Governing Board of Education.

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[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below.

ORO GRANDE SCHOOL DISTRICT

By _____ Date

_____

Its_____

MOJAVE RIVER ACADEMY

By _____ Date

_____

Its _____

RIVERSIDE PREPARATORY

By _____ Date

_____

Its _____

DRAFT

EXHIBIT "A"

DRAFT

EXHIBIT B

CHARTER SCHOOL INSURANCE REQUIREMENTS

I. General Liability:

A. Commercial General Liability - $5,000,000 per occurrence, $50,000,000 aggregate For Bodily Injury, Personal and Advertising Injury and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 10 93).

II. Automobile Liability:

A. $2,000,000 per accident for Bodily Injury and Property Damage.

B. Coverage to include "Owned, Non-Owned, and Hired" automobiles ("Any Autos").

C. Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Symbol 1 ("Any Autos").

III. Workers' Compensation and Employer's Liability:

A. Certificate of Insurance indicating "statutory" limits, as required by the State of California.

B. Employer's Liability - $5,000,000 each accident for bodily injury by accident; $5,000,000 each employee for bodily injury by disease; $5,000,000 coverage period aggregate.

IV. Property Insurance: Ø Limit: Replacement Value:

A. Certificate of Insurance evidencing coverage for all property owned and controlled by the Charter School that resides on the District's premise(s).

V. Sexual Abuse or Molestation Liability:

A. $5,000,000 per occurrence, $5,000,000 aggregate

VI. Crime Insurance:

A. Money and Securities: $1,000,000 per occurrence

B. Forgery and Alteration: $1,000,000 per occurrence

C. Employee Dishonesty: $1,000,000 per occurrence

VII. Directors' and Officers' Liability/Educator's Legal Liability (ELL):

A. $2,000,000 minimum limit per occurrence or claim, $2,000,000 aggregate

Coversheet

Approval of Material Revision Request for Mojave River Academy – Gold Canyon and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: E. Approval of Material Revision Request for Mojave River Academy – Gold Canyon and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Gold Canyon-MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – Marble City and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: F. Approval of Material Revision Request for Mojave River Academy – Marble City and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Marble City-MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – National Trails and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: G. Approval of Material Revision Request for Mojave River Academy – National Trails and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 National Trails-MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – Oro Grande and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: H. Approval of Material Revision Request for Mojave River Academy – Oro Grande and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Oro Grande -MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – Rockview Park and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: I. Approval of Material Revision Request for Mojave River Academy – Rockview Park and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Rockview Park -MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – Route 66 and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: J. Approval of Material Revision Request for Mojave River Academy – Route 66 and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Route 66 -MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

IV. Description of New Requirements of Charter Schools Enacted into Law

Education Code section 47607(b) requires a material revision to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. The requirements set out below are those with a compliance obligation arising on or after January 1, 2026. The Charter School complies, and will continue to comply, with each. The below shall be deemed incorporated into the Charter School's petition as materially revised.

A. Charter school oversight, audits, and independent study

1. Assembly Bill 126. Revises charter school oversight, auditing, and independent study requirements. Among other things, it provides that the standards and criteria governing renewals and material revisions include the timelines, deadlines, and other procedures referenced in Education Code section 47605(b); requires the chartering authority to notify the charter school's governing body within 60 days of any material concern and, beginning July 1, 2027, to visit each approved resource center, meeting space, and satellite facility at least once every two years and to annually review each nonclassroom-based charter school's average daily attendance; adds supplementary audit schedules commencing with the 2027-28 audit guide; addresses independent study pupil-to-teacher ratios and the retention of pupil work product; requires adoption of a contractor evaluation and approval policy; establishes paid pregnancy disability leave effective January 1, 2027; and requires governing body approval at a public meeting of any contract compensating an individual contractor more than $100,000 in a fiscal year.

C. Immigration enforcement

2. Senate Bill 98. Requires notification to parents, guardians, teachers, administrators, and school personnel when immigration enforcement activity on campus is confirmed, and requires the comprehensive school safety plan to include those procedures.

3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

4. Assembly Bill 419. Requires posting of the Attorney General's "Know Your Educational Rights" guide in administrative buildings, on the main website, and on each schoolsite website, in each language the Attorney General provides.

5. Assembly Bill 495. Requires distribution of specified Attorney General guidance and caregiver authorization affidavit information, which may be included in the annual notification under Education Code section 48980; conforming updates to immigration enforcement policies; and timely reporting to the governing board of any law enforcement request for student information or facility access for immigration enforcement purposes.

D. Pupil safety and employee conduct

6. Senate Bill 848. Requires a written professional boundaries policy covering employees, volunteers, and contractors, including electronic communications; a written facilities and supervision plan; and mandated reporter training for all employees, covered volunteers, governing board members, and covered contractors. Also requires additions to the comprehensive school safety plan and expands the employee misconduct disclosure requirements.

7. Assembly Bill 772. Requires adoption, posting, and distribution of a cyberbullying policy addressing off-campus conduct severe or pervasive enough to create a hostile educational environment, by July 1, 2027.

V. Affirmations and Assurances

MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

2. the Charter School has complied, and will continue to comply, with every requirement of charter schools enacted into law since its charter was last granted or renewed, whether or not that requirement is described in Section IV; and

VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Material Revision Request for Mojave River Academy – Silver Mountain and Delegation of Authority

Section: III. Action Items - Mojave River Academy Schools
Item: K. Approval of Material Revision Request for Mojave River Academy – Silver Mountain and Delegation of Authority
Purpose:
Submitted by:
Related Material: 2026.8.26 Silver Mountain-MRA - Material Revision Addendum.docx

ADDENDUM NO. 1 TO CHARTER PETITION
MATERIAL REVISION

Mojave River Academy [SCHOOL NAME]

Operated by Mojave River Academy Schools,
a California nonprofit public benefit corporation

Submitted to the Board of Trustees of the
Oro Grande School District

[Date], 2026

Charter term: through June 30, 2028

I. Purpose

Mojave River Academy Schools ("MRA"), a California nonprofit public benefit corporation, submits this material revision of the charter of Mojave River Academy [School Name] (the "Charter School") to the Board of Trustees of the Oro Grande School District (the "District") under Education Code sections 47605 and 47607, for approval at a public meeting.

This material revision:

1. adopts and restates the charter petition approved by the District on November 19, 2025, attached as Exhibit A, as the operative charter of the Charter School;
2. restates Element 4 (Governance Structure) in full at Section III, which replaces Element 4 of Exhibit A in its entirety;
3. attaches the operative bylaws of MRA as Exhibit B; and
4. describes the requirements of charter schools enacted into law since the charter was last granted or renewed, as Education Code section 47607(b) requires.

II. Adoption and Restatement of the Charter

On approval of this Addendum by the District's Board:

1. Exhibit A is adopted and restated in full as the charter of the Charter School, as modified by this Addendum.

2. Section III of this Addendum replaces Element 4 of Exhibit A in its entirety. A reference in Exhibit A to Element 4, or to the governance of the Charter School, means Section III.

3. Exhibit B is the operative bylaws of MRA, attached for reference. The bylaws are not a term of the charter, and an amendment of the bylaws is not a material revision unless specified in a memorandum of understanding.

4. If a provision of Exhibit A conflicts with this Addendum, this Addendum controls.

5. The term of the charter is unchanged.

III. Restated Element 4: Governance Structure

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code section 47605(c)(5)(D).

4.1 Operating Entity and Independent Status

As authorized by Education Code section 47604, the Charter School is operated by MRA, a California nonprofit public benefit corporation formed and organized under the Nonprofit Public Benefit Corporation Law. MRA governs and operates the Charter School independently of the District. MRA is not a division, department, or agency of the District, and the District does not control MRA's governing board, its officers, or its operations.

The District is not 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. Education Code section 47604(d).

MRA acts as its own fiscal agent to the fullest extent of the law. MRA determines annually whether the Charter School will be funded directly under Education Code section 47651(a).

The Charter School's independent governance and operational status does not by itself change its status for special education purposes. The Charter School remains a "public school of the local educational agency that granted the charter" for purposes of providing special education and related services under Education Code section 47641(b), unless and until MRA elects to become a local educational agency for special education purposes in accordance with law. MRA reserves the right to make that election.

MRA is the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. Education Code section 47605(c)(6).

4.2 Board of Directors: Composition, Selection, and Terms

The Charter School is governed by MRA's Board of Directors (the "Board") in accordance with MRA's bylaws (See Attachment B). The Board is responsible for the sound fiscal management of the Charter School and for the Charter School's compliance with applicable law and with the terms of this charter.

The Board has no fewer than three (3) and no more than five (5) directors, unless changed by amendment of the bylaws. Except for a representative appointed by the District under section 4.3, all directors are elected by the directors then in office.

Each director serves a term of four (4) years and holds office until a successor director has been designated and qualified, unless removed in accordance with the bylaws. There is no limitation on the number of consecutive terms to which a director may be reelected.

A majority of the directors then in office constitutes a quorum. All acts and decisions of the Board are by majority vote of the directors in attendance, based upon the presence of a quorum. Directors may not vote by proxy. The vote or abstention of each director present for each action taken is publicly reported.

Directors should have experience in one or more of the following areas: education, government, law, business, finance or accounting, fundraising, facilities, or public relations.

4.3 District Representative

Under Education Code section 47604(c), the District is entitled to a single representative on the Board. If the District appoints a representative, the Board may elect one additional director so that the Board has an odd number of members. A District representative has full voting rights.

A District representative is a director of MRA and owes MRA the same fiduciary duties as every other director. A District representative is subject to the same conflict of interest requirements as every other director, including Government Code section 1090 et seq. and the Political Reform Act as applied to charter schools by Education Code section 47604.1. The District may remove its representative without cause, and a vacancy in that seat is filled by the District.

A District representative must recuse himself or herself from any Board action on a contract, payment, or other matter between MRA and the District, and from any Board action fixing the compensation of directors.

4.4 Student Member

On receipt of a petition for student representation that meets the requirements of Education Code section 47604.2(b)(2), the Board will order the inclusion of at least one student member in addition to the number of directors otherwise prescribed. A student member has the preferential

voting rights described in Education Code section 47604.2(b)(4) and is entitled to the mileage allowance and the credit or compensation described in Education Code section 47604.2(b)(8).

4.5 Bylaws

MRA has adopted bylaws that describe the composition of the Board, the selection and removal of directors, the filling of vacancies, and the procedures for conducting meetings. The operative bylaws, adopted January 17, 2025, are attached to this Addendum as Exhibit B. The Board may amend the bylaws in accordance with the Nonprofit Public Benefit Corporation Law, provided that no amendment may change any provision of this charter or make any provision of the bylaws inconsistent with this charter, MRA's articles of incorporation, or applicable law.

4.6 Open Meetings

The Board complies with the Ralph M. Brown Act, Government Code section 54950 et seq., as applied to charter schools by Education Code section 47604.1(b)(1). Board meetings are open to the public, are noticed and agendized as the Brown Act requires, and are held at the locations and with the teleconference locations that Education Code section 47604.1(c) requires for an entity managing more than one charter school.

Any remote participation by a director is conducted in accordance with Government Code section 54953 and, where applicable, the just cause and emergency circumstances provisions added by Senate Bill 707. The Board maintains a quorum in person at a single identified location within the boundaries described in Education Code section 47604.1(c), provides the public access required by law, takes all votes by rollcall, and identifies in its minutes each director participating remotely and the provision relied on.

4.7 Conflicts of Interest

MRA has adopted and maintains a conflict of interest policy and a conflict of interest code that comply with:

(a) the Political Reform Act, Government Code section 81000 et seq., including the filing of Form 700, MRA being treated as an agency at the most decentralized level for purposes of Government Code section 87300 under Education Code section 47604.1(b)(4);

(b) Government Code section 1090 et seq., as applied to charter schools by Education Code section 47604.1(b)(3); and

(c) the self-dealing and interested-person provisions of the Nonprofit Public Benefit Corporation Law, including Corporations Code sections 5227, 5233, and 5235.

An employee of the Charter School is not disqualified from serving as a director because of that employment status, provided the employee abstains from voting on, and from influencing or

attempting to influence another director regarding, all matters uniquely affecting that employee's employment. Education Code section 47604.1(d).

4.8 Compensation and Reimbursement of Directors

Directors may receive reasonable compensation for their service as directors, and reimbursement of actual and necessary expenses incurred in performing the duties of a director, as determined by the Board in accordance with the Nonprofit Public Benefit Corporation Law and MRA's bylaws.

Compensation approved under this section must not exceed, for any month, the maximum monthly compensation that Education Code section 35120 permits a member of a school district governing board to receive in a district whose average daily attendance equals the combined average daily attendance of all charter schools operated by MRA for the prior school year.

4.9 Responsibilities of the Board

The Board is responsible for the operation and fiscal affairs of the Charter School, including:

- hiring, supervising, evaluating, and dismissing the Chief Executive Officer;
- approving contractual agreements within the scope of the Charter School's fiscal policies, including approving at a public meeting any contract that will compensate an individual contractor more than $100,000 in a fiscal year;
- approving and monitoring the implementation of the policies of the Charter School, including human resource policies for career growth and compensation of staff;
- approving and monitoring the annual budget and budget revisions;
- contracting with an external independent auditor for an annual financial audit conducted in accordance with generally accepted accounting principles, and approving the audit;
- establishing operational committees as needed;
- regularly measuring student and staff performance;
- involving parents and the community in school programs;
- carrying out all applicable responsibilities under the California Corporations Code;
- engaging in ongoing strategic planning;
- approving the school calendar and the schedule of Board meetings;
- reviewing requests for out-of-state or overnight field trips;
- participating in the dispute resolution and complaint procedures when necessary;
- approving charter amendments and submitting requests for material revisions to the District; and

- appointing an administrative panel or acting as the hearing body, and taking action, on recommended student expulsions.

4.10 Board Training

Each director completes:

(a) the ethics training required by Government Code section 53234 et seq., as extended to charter school governing board members by Assembly Bill 2158 and as amended by Senate Bill 827, within the time that law allows and at least once every two years thereafter, and MRA retains and posts the records that law requires; and

(b) the school finance and accountability governance training required by Education Code section 35220 et seq., added by Assembly Bill 640, within the time that law allows.

The Board also holds an annual in-service for directors covering, at a minimum, fiduciary duties, conflicts of interest, the Brown Act, and the Board's oversight of the Charter School's academic and fiscal performance.

4.11 Chief Executive Officer

The Chief Executive Officer, designated in MRA's bylaws as the President, reports directly to the Board and performs the duties the Board assigns. The Board reviews and approves the compensation, including benefits, of the Chief Executive Officer to ensure that it is just and reasonable, at initial hire, whenever the term of employment is renewed or extended, and whenever compensation is modified.

4.12 Parent Involvement

The Charter School encourages parents to participate and to provide feedback. The Charter School works with parents to develop and adopt parent involvement policies and strategies, including:

- frequent parent and teacher communication through telephone calls, email, conferences, extracurricular events, and open houses;
- encouraging participation at Board meetings;
- surveys to gather parent input and feedback;
- encouraging the establishment of committees that involve parents; and
- gathering parent input for strategic planning, including the Local Control and Accountability Plan and any accreditation review.

The Charter School notifies the parents and guardians of applicant and enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code section 47605(n).

4.13 Contracts

The Board may negotiate and enter into contracts necessary to the operation of the Charter School, including the purchase of land and buildings, the lease of buildings for classroom and office space, and agreements for service providers, curriculum experts, and administrative services. MRA shall approve by July 1, 2026 a contractor evaluation and approval policy that complies with Education Code section 51827.

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3. Assembly Bill 49. Bars school officials from granting immigration enforcement access to nonpublic areas absent a valid judicial warrant, judicial subpoena, or court order, and bars disclosure of student and family information without written consent or a court order. Requires adoption of the Attorney General's model policy or an equivalent policy.

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MRA further affirms that:

1. the Charter School has complied, and will continue to comply, with all federal, state, and local laws and regulations that apply to it, including each requirement described in Section IV of this Addendum;

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VI. Exhibits

Exhibit A. Charter Petition, Mojave River Academy [School Name], as approved by the District on November 19, 2025.

Exhibit B. Bylaws of Mojave River Academy Schools, a California nonprofit public benefit corporation, adopted January 17, 2025, with the Certificate of Secretary.

Respectfully submitted,

_____

Kari Hemsley
Chief Executive Officer
Mojave River Academy Schools

Coversheet

Approval of Noble Fitness Facility Use Agreement

Section: III. Action Items - Mojave River Academy Schools
Item: L. Approval of Noble Fitness Facility Use Agreement
Purpose:
Submitted by:
Related Material: 2026.8.26 Noble Fitness Agreement.pdf

COMMUNITY PARTNERSHIP AND VENDOR SERVICES AGREEMENT

This Community Partnership and Vendor Services Agreement (**"Agreement"**) is entered into as of August 1, 2026(**"Effective Date"**), by and between Mojave River Academy MRAs, a California nonprofit public benefit corporation operating public charter schools (**"MRA"**), with its principal office located at 13911 Park Ave Suite 108, Victorville, CA 92392, and Noble Fitness (**"Vendor"** or **"Contractor"**), a California Corporation with its principal place of business located at 28025 Calico Drive, Barstow, CA 92311.

RECITALS

WHEREAS, MRA operates California charter schools and, from time to time, retains vendors to perform certain services to the schools it operates and/or to provide services or educational-related activities and services to students;

WHEREAS, MRA has unique obligations under the Education Code and other applicable laws and this Agreement is designed to ensure compliance with these requirements;

WHEREAS, Vendor has specific expertise and capabilities to provide services to MRA that form the basis for this Agreement; and

WHEREAS, Vendor represents and warrants that vendor does not operate a private school and will not operate a private school, as that term is defined and interpreted under the laws of the State of California, so long as this agreement is operative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Scope of Services. Vendor agrees to provide the services described in **Exhibit A** attached hereto (the "Services"). Vendor shall perform the Services in a professional and workmanlike manner consistent with industry standards. Services shall be subject to the terms and guidelines of school policies and procedures and the program-specific terms identified on **Exhibit A.**

1.2 Independent Contractor Status. Vendor is an independent contractor and neither Vendor nor its employees are employees, partners, or joint venturers of MRA. Neither party is an agent of the other nor is there a joint employment relationship between the parties. Vendor shall have no authority to bind MRA or to assume or create any

obligation or liability on behalf of MRA. Vendor retains the right to control the manner and means by which the Services are performed, subject to the requirement that the Services meet MRA's specifications and are performed in accordance with this Agreement.

AB 5 and Independent Contractor Classification. The parties acknowledge that California law, including Assembly Bill 5 (AB 5) codified in California Labor Code section 2750.3, establishes a presumption that a worker is an employee unless the hiring entity can establish all three factors of the "ABC test." Where Vendor is an individual, the parties intend for Vendor to be classified as an independent Contractor and agree that the following facts support this classification:

(a) Freedom from Control. Vendor is free from the control and direction of MRA in connection with the performance of the Services, both under this Agreement and in fact. Vendor has discretion to determine when, where, and how to perform the Services, provided the Services meet the specifications and deadlines set forth in Exhibit A. Vendor is not required to work set hours, is not supervised by MRA personnel on a day-to-day basis, and may work for other clients concurrently. Vendor provides Vendor's own tools, equipment, and workspace necessary to perform the Services.

(b) Work Outside Usual Course of Business. The Services to be performed by Vendor are outside the usual course of MRA's business. MRA's usual business consists of providing K-12 public education and all related instructional, supervisory, and administrative support services. The Services described in Exhibit A are specialized fitness and athletic services that are not part of MRA's core teaching or administrative functions.

(c) Independent Established Business. Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services to be performed. Vendor represents that Vendor: (i) maintains an independent business offering similar services to other clients; (ii) holds any required business licenses, permits, or professional certifications; (iii) advertises or holds out services to the public; (iv) has made or makes a significant investment in facilities, equipment, or business goodwill; and (v) has the ability to realize a profit or suffer a loss from the provision of services.

2. COMPENSATION

2.1 Payment. In consideration for the Services, MRA shall pay Vendor the compensation set forth in Exhibit A.

2.2 Invoicing and Payment. Vendor shall submit itemized invoices to MRA on a monthly basis. MRA shall pay undisputed invoices within thirty (30) days of receipt. Invoices shall include a description of the Services performed, the dates of service, and the number of students served (if applicable).

2.3 Taxes and Benefits. Vendor is responsible for all taxes, insurance, and other obligations arising from Vendor's status as a vendor or independent contractor. MRA shall not withhold or pay any income tax, payroll tax, social security, unemployment insurance, workers' compensation, or disability insurance, or obtain any other insurance on Vendor's behalf. Vendor is not entitled to participate in any employee benefit plans maintained by MRA.

3. STUDENT PRIVACY AND FERPA COMPLIANCE

3.1 Student Records and FERPA. Vendor acknowledges that MRA is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and California Education Code sections 49060 et seq., which protect the confidentiality of student education records. Vendor agrees to comply with all applicable federal and state laws regarding student privacy, including FERPA.

3.2 Definition of Student Records. "Student Records" means any and all records, files, documents, or materials in any medium (including electronic media) that contain personally identifiable information directly related to a student and maintained by an educational agency or institution or by a person acting for such agency or institution. Student Records include, but are not limited to: student names, addresses, social security numbers, student identification numbers, parent/guardian information, grades, test scores, class schedules, discipline records, attendance records, health records, special education records, English learner status, and any other information that, alone or in combination, is linked or linkable to a specific student.

3.3 MRA Official Status. To the extent Vendor has access to Student Records in connection with performing the Services, Vendor shall be considered a "school official" with "legitimate educational interests" as those terms are defined in FERPA and its implementing regulations. Vendor's access to and use of Student Records shall be limited to the extent necessary to perform the Services specified in this Agreement. Vendor shall execute all side-agreements necessary to ensure the protection of student data consistent with state and federal requirements.

3.4 Prohibition on Unauthorized Use and Disclosure. Vendor shall not use Student Records for any purpose other than fulfilling Vendor's obligations under this Agreement. Vendor shall not disclose, transfer, share, or otherwise provide access to Student Records to any third party without the prior written consent of MRA and, where required by law, the written consent of the parent/guardian or eligible student. This prohibition applies to both direct disclosure and indirect disclosure through circumstances which would make information easily traceable to an individual student.

3.5 Data Security and Protection. Vendor shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Student Records. Such safeguards shall include, at a minimum: (a)

Limiting access to Student Records to only those employees and agents of Vendor who have a legitimate need to access such information to perform the Services; (b) Ensuring that all persons with access to Student Records are informed of the confidential nature of the information and are bound by obligations of confidentiality; (c) Using encryption for Student Records that are transmitted electronically or stored on portable devices; (d) Implementing secure methods of data disposal when Student Records are no longer needed; and (e) Maintaining reasonable security procedures and practices to protect Student Records from unauthorized access, destruction, use, modification, or disclosure.

3.6 Data Breach Notification. Vendor shall notify MRA immediately, and in no event later than twenty-four (24) hours, upon discovery of any unauthorized access to, disclosure of, or breach of security involving Student Records (a "Data Breach"). Such notification shall include, to the extent known: (i) the nature of the Data Breach; (ii) the Student Records compromised; (iii) the number of students affected; (iv) the actions taken to mitigate harm; and (v) the steps taken to prevent future breaches. Vendor shall cooperate fully with MRA in investigating and responding to the Data Breach, and shall take all necessary corrective actions at Vendor's expense.

3.7 Prohibition on Data Mining and Marketing. Vendor shall not use Student Records to engage in targeted advertising, create profiles of students for non-educational purposes, sell or rent Student Records to third parties, or use Student Records for any commercial purpose unrelated to the Services.

3.8 Sub-contractors. Vendor shall not share Student Records with any sub-contractor or other third party without MRA's prior written consent. Any sub-contractor granted access to Student Records must execute a written agreement containing data protection and confidentiality obligations no less protective than those contained in this Agreement.

3.9 Retention and Destruction of Student Records. Upon termination of this Agreement or upon MRA's written request, Vendor shall, at MRA's option, either (i) return all Student Records to MRA in a format specified by MRA, or (ii) destroy all Student Records in Vendor's possession or control using secure methods that render the data unreadable and unrecoverable. Vendor shall provide written certification of such return or destruction within ten (10) business days of the termination or request.

3.10 Compliance with State Law. In addition to FERPA, Vendor shall comply with California Education Code sections 49060 et seq., AB 1584 (California Education Code section 49073.1), and any other applicable California laws governing student privacy and data security, including maintaining a comprehensive information security program.

3.11 Audit Rights. Upon reasonable notice, MRA shall have the right to audit Vendor's compliance with this Article 3, including inspecting Vendor's data security practices, policies, and procedures. Vendor shall cooperate fully with any such audit.

4. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

4.1 Definition of Confidential Information. "Confidential Information" means all non-public information, in any form or medium, disclosed by MRA to Vendor or that Vendor obtains or has access to in connection with the performance of Services, including but not limited to: (a) Proprietary information regarding MRA's services, methods, systems, procedures, and operational information related to charter school management; (b) Student Records as defined in Article 3; (c) Information about MRA's employees, vendors, and consultants; and (d) Any other information marked as "confidential," "proprietary," or with a similar designation, or that a reasonable person would understand to be confidential or proprietary given the nature of the information and circumstances of disclosure. Confidential Information shall include all Student Records, regardless of whether such records are marked as confidential.

4.2 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by Vendor; (b) was rightfully known to Vendor prior to disclosure by MRA, as evidenced by Vendor's written records; (c) is rightfully received by Vendor from a third party without breach of any confidentiality obligation; or (d) is independently developed by Vendor without use of or reference to MRA's Confidential Information, as evidenced by Vendor's written records. Student Records shall never be considered excepted from the definition of Confidential Information under any circumstance.

4.3 Obligations of Non-Disclosure and Non-Use. Vendor agrees to: (a) Maintain the confidentiality of all Confidential Information using the same degree of care that Vendor uses to protect its own confidential information, but in no event less than reasonable care; (b) Not use Confidential Information for any purpose other than performing the Services under this Agreement; (c) Not disclose Confidential Information to any third party without MRA's prior written consent; (d) Limit access to Confidential Information to those of Vendor's employees and agents who have a legitimate need to know such information for purposes of performing the Services and who have been informed of the confidential nature of the information and agree to be bound by confidentiality obligations at least as protective as those contained herein; and (e) Not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of any Confidential Information that constitutes software or technology.

4.4 Compelled Disclosure. If Vendor or Vendor's employees are legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, court order, or similar process) to disclose any Confidential Information, Vendor shall provide MRA with prompt written notice so that MRA may seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, Vendor shall disclose only that portion of the Confidential Information that Vendor is legally required

to disclose and shall use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

Where Vendor and its employees have contact with MRA students, Vendor and its employees are subject to mandatory disclosure and incident reporting to MRA in the event Vendor has a reasonable suspicion of child abuse or neglect of a child connected with MRA. Vendor shall comply with the incident reporting procedures mandated by the relevant school and submit the relevant report to MRA within one (1) business day, or sooner if circumstances reasonably dictate. Such reporting does not substitute for Vendor and its employees' independent duty to report abuse to the appropriate authorities in line with California's mandated reporter laws.

Where Vendor and its employees have contact with MRA students, Vendor and its employees are subject to mandatory disclosure and incident reporting to MRA in the event Vendor has a reasonable suspicion of child abuse or neglect of a child connected with MRA. Vendor shall comply with the incident reporting procedures mandated by the relevant school and submit the relevant report to MRA within one (1) business day, or sooner if circumstances reasonably dictate. Such reporting does not substitute for Vendor and its employees' independent duty to report abuse to the appropriate authorities in line with California's mandated reporter laws.

4.5 Return or Destruction of Confidential Information. Upon termination of this Agreement or upon MRA's request at any time, Vendor shall promptly: (a) return to MRA all Confidential Information in Vendor's possession or control, including all copies, notes, and derivatives thereof; or (b) at MRA's option, destroy all such Confidential Information and provide written certification of such destruction. Notwithstanding the foregoing, Vendor may retain one (1) archival copy of Confidential Information solely for purposes of determining Vendor's obligations under this Agreement, provided such copy remains subject to the confidentiality obligations herein.

4.6 No License. Nothing in this Agreement grants Vendor any right, title, interest, or license in or to any Confidential Information, except as expressly set forth herein. All Confidential Information remains the sole and exclusive property of MRA or its licensors.

4.7 Equitable Relief. Vendor acknowledges that any breach of this Article 4 or Article 3 may cause irreparable harm to MRA for which monetary damages would be an inadequate remedy. Accordingly, MRA shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

5. REPRESENTATIONS AND WARRANTIES

5.1 Authority. Vendor represents and warrants that Vendor has the full right, power, and authority to enter into this Agreement and to perform the Services, and that the

performance of the Services will not violate any agreement or obligation between Vendor and any third party.

5.2 Compliance with Minimum Health and Safety Standards. Vendor must ensure that its owners and employees (as applicable) who may come into contact with students have: (1) successfully cleared a criminal background check consistent with Education Code section 45125.1; (2) successfully cleared a tuberculosis test or risk factor assessment (and are re-cleared every four years); (3) completed mandated reporter training through the Department of Social Services and sexual harassment prevention training on an annual basis; (4) appropriate licensing and certifications for the fitness services to be provided, including current CPR and First Aid certification; and (5) received and reviewed a copy of the relevant school policies for appropriate interactions with students. Vendor will comply with requests to provide proof of compliance from time to time including no less than annually.

Vendor shall immediately provide any subsequent arrest and conviction information it receives regarding any owner or employee to MRA.

5.3 Compliance with Laws. Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the Services, including but not limited to employment, tax, data privacy, and student privacy laws. Vendor shall maintain all applicable licenses and permits required within the jurisdiction where Vendor operates, including a valid City of Barstow business license.

5.4 No Conflicts. Vendor represents that Vendor is not subject to any agreement or situated in any role that would prevent or restrict Vendor from performing the Services under this Agreement.

5.5 Insurance. To the extent indicated in Exhibit A, Vendor shall obtain and maintain, at Vendor's own expense, appropriate insurance coverage, including general liability insurance, workers' compensation insurance coverage unless exempt by law, and professional liability insurance (if applicable), in amounts reasonably adequate to cover Vendor's potential liabilities under this Agreement. Vendor shall provide proof of such insurance to MRA upon request.

5.6 Facility Standards. To the extent Services are provided at Vendor's facility, Vendor represents and warrants that its facility meets all applicable health and safety standards, including fire codes, ADA accessibility requirements, and building codes. Vendor shall maintain its facility in a clean, sanitary, and safe condition at all times during the provision of Services. Vendor shall maintain and provide to MRA a copy of its emergency action plan, including procedures for medical emergencies, fires, and other hazards.

5.7 Facility Use. The Parties expressly agree that as a consequence of this Agreement, MRA obtains no lease or license in the facilities and premises operated by Vendor.

Vendor's premises do not under any circumstances constitute a school site of MRA or a school. MRA does not and shall not operate at Vendor's facilities nor control Vendor's facilities. No MRA employee shall report to work or be assigned to work at Vendor's facilities. The foregoing sentence does not preclude MRA from conducting periodic site inspections to review Vendor's programs.

6. INDEMNIFICATION & LIMITATION OF LIABILITY

6.1 Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless MRA and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Vendor's breach of this Agreement; (b) Vendor's negligence or willful misconduct; (c) Vendor's violation of any applicable law; (d) any claim that the Services infringe any third-party intellectual property rights; (e) any Data Breach or unauthorized disclosure of Student Records or other Confidential Information by Vendor; (f) any injury to persons or damage to property occurring at Vendor's facility during the provision of Services; or (g) any claim by a third party relating to or arising from Vendor's performance of the Services.

6.2 Limitation on Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTION 6.1, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MRA BE LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, OR LOSS OF BUSINESS, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, MRA'S MAXIMUM AGGREGATE LIABILITY TO VENDOR UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE BY MRA TO VENDOR FOR SERVICES ACTUALLY AND SATISFACTORILY RENDERED UNDER THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue as indicated on Exhibit A unless terminated as provided herein. The standard term of this Agreement shall be two-years, and shall continue to renew upon expiration for subsequent one-year terms unless notice of cancellation is given by either party 90-days before the expiration of the current term.

7.2 Termination for Convenience. Either party may terminate this Agreement for any reason or no reason only upon the terms provided in Section 7.1 and set forth on Exhibit A to the extent allowable under Exhibit A..

7.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within two (2) days after receiving written notice thereof; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for its business or assets.

7.4 Immediate Termination for Emergency Reasons. Notwithstanding Section 7.3, MRA may terminate this Agreement immediately upon written notice if Vendor or its employees engage in any conduct that imperils the health or safety of MRA's students or staff or the reputation of MRA.

7.5 Effect of Termination. Upon termination: (a) Vendor shall immediately cease performing the Services; (b) MRA shall pay Vendor for all Services satisfactorily performed through the date of termination only; (c) Vendor shall comply with Sections 3.9, 4.5, and 5.2; and (d) the provisions of Articles 3, 4, 5, 6, 7, and 8 shall survive termination.

8. USE OF NAME

Vendor shall not use the name, insignia, or any facsimile of MRA for any purpose, including but not limited to advertising, client list, or references, without the express prior authorization of MRA.

9. GENERAL PROVISIONS

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

9.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If the parties cannot resolve the dispute through negotiation, they may proceed with litigation venued in San Bernardino, California.

9.3 Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

9.4 Amendments. This Agreement may not be amended or modified except by a written instrument signed by both parties stating its intention to amend this Agreement and/or the Scope of Services.

9.5 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the party against whom the waiver is sought to be enforced.

9.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such

invalid provision shall be reformed to the extent necessary to make it valid and enforceable while preserving its intent.

9.7 Assignment. Vendor may not assign or transfer this Agreement or any rights or obligations hereunder without MRA's prior written consent. Any attempted assignment in violation of this provision shall be void. MRA may assign this Agreement without Vendor's consent.

9.8 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or three (3) days after being sent by certified mail, return receipt requested, to the addresses set forth below or to such other addresses as either party may designate in writing.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

9.10 Survival. The provisions of Articles 3, 4, 5, 6, 7, 8, and 9, and any other provisions which by their nature should survive termination, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MOJAVE RIVER ACADEMY SCHOOLS

_____

By: _____

Name: _____

Title: _____

Date: _____

NOBLE FITNESS

Signature: _____

Name: James Noble

Title: Owner

Address: 1264 East Main St.
Barstow, CA 92311

Date: 8/8/26

EXHIBIT A

SCOPE OF SERVICES

Vendor Name: Noble Fitness

Business Entity Type: Corporation

1. Services and Expectations:

MRA students may participate in athletic programming offered by Vendor, described as follows:

Noble Fitness, located in Barstow, California, is a sports performance and athletic training facility serving youth in the High Desert community and a recognized recipient of a Business of the Year award. Noble Fitness provides speed, agility, and strength training programs for young athletes at all stages of development, from a beginner youth curriculum through advanced high-school-level training, in addition to gymnastics, dance, cheer, and boxing programs for children and teens.

Noble Fitness has a history of partnering with local schools to operate youth summer sports programs and currently operates the flag football program for the City of Barstow. Its primary program, Noble Sports Academy ("NSA"), is a homeschool/virtual charter partnership program that combines academic instruction with athletic training, allowing student-athletes to pursue athletic training while remaining enrolled in an academic program.

Noble Fitness is owned and operated by James Noble, a former collegiate football player, who serves as head coach.

This Agreement does not constitute a contract between MRA and Vendor for student transportation services. Where Vendor intends for students to participate in any activities that require or involve Vendor arranging for transportation, Vendor shall be responsible for complying with all laws and regulations regarding the transportation of students. Vendor shall coordinate with MRA before transporting students so that MRA confirms that appropriate consents and waivers are in place from parents and guardians.

2. Schedule:

Monday through Friday, 8:00 A.M. to 5:00 P.M. on all days that are deemed instructional days on MRA's school calendar. (See attached.)

The days and times listed above are intended to identify the operating hours that Vendor will provide services and be open for MRA students, not the schedule for athletic programming provided by Vendor to students. Vendor agrees and acknowledges that students' academic responsibilities must be prioritized over athletic programming, and that students are required to complete the school work that is assigned to them by MRA and comply with the terms of their independent study master agreements as a condition of engaging in enrichment and athletic programming of the kind provided by Vendor..

3. Term: August 1, 2026 through June 30, 2028.

The Agreement may only be terminated early for cause or for emergency reasons as addressed in Sections 7.3 and 7.4 of the Agreement.

4. Exclusivity: MRA shall be the sole and exclusive educational partner that Vendor contracts with during the term. Vendor shall not contract with any other school, network of schools, district, or other local educational authority to provide athletic programming. Vendor's gym and programming shall also be reserved for and used exclusively by MRA students from 8:30 AM to 3:30 PM, Monday through Friday on all days that MRA has a scheduled school day. The gym and programming may be offered by Vendor to other individuals outside of these hours, but not as part of a contract with a school or school district, and not under any arrangement in which Vendor would be operating its own private school.

5. Student Eligibility

In order for a student of MRA to participate in Vendor's programs, the student must be enrolled at an MRA school and be considered in good standing with that school. Good standing means that the student: (a) has completed the enrollment process, MRA has confirmed enrollment, and they continue to be enrolled; (b) is in compliance with the terms of their independent study master agreement and school policies; (c) is not subject to tiered re-engagement procedures; (d) is in compliance with all school record-keeping requirements that are necessary for MRA to claim attendance for that student; and (e) has submitted MRA's forms consenting to participation in Vendor's programs.

A student shall not be eligible to participate in the Vendor's programs unless the vendor has received written confirmation from MRA in the form of a roster or other communication. If MRA determines that a student becomes ineligible to participate in Vendor's programs, MRA will communicate that information to the vendor in writing.

If a student is scheduled to attend Vendor's programming during a month and they have more than two unexcused absences during that month, MRA may disqualify the student from attending vendor programs in a subsequent month or months.

6. Compensation:

MRA will pay vendor $150.00 per student per month during the academic calendar, August through June.

Vendor may claim compensation for a student for the month if the student is eligible for that month (see paragraph 4) and the student attended Vendor's program for any day during the month period. If a student has disenrolled from MRA, they are no longer eligible to participate in Vendor's program, and Vendor shall be ineligible to claim compensation for that student in months subsequent to that student's disenrollment from MRA.

Vendor may not charge any fees of any kind to any student, parent, or guardian. This Agreement reflects the entire billing arrangement and compensation structure related to students' participation in Vendor's programs.

7. Expenses: Vendor shall not be reimbursed for any expenses by MRA.

8. Insurance Requirements: Vendor shall carry legally required workers' compensation coverage. Vendor shall carry commercial general liability insurance of at least $5 million per occurrence and $10 million in the aggregate.

MRA and its board of directors, officers, employees, and agents shall be named as additional insureds on all liability policies, and such policies shall not disclaim coverage for such indemnity obligations as to MRA that arise as a consequence of contractual commitments. Such insurance coverage shall not disclaim coverage for sexual or physical abuse, or the vendor must maintain separate coverage for such claims or occurrences. Vendor shall provide certificates of insurance evidencing the required coverage prior to commencing Services and annually thereafter.

9. Student Safety and Supervision:

(a) Vendor shall be familiar with MRA's student discipline policies and shall health and safety policies.

(b) For athletic activities, Vendor shall adhere to the same health and safety standards as California Interscholastic Federation (CIF), e.g., with respect to concussion protocols, heat acclimatization, air quality, and sudden cardiac arrest. Vendor's athletic staff who interact with students shall be trained in the same safety topics required by CIF as to coaches, e.g., CPR, first aid, automated external defibrillator (AED), concussion recognition and protocols, heat illness.

(c) Vendor shall maintain appropriate first aid supplies and equipment, including an AED. All equipment used in connection with the Services shall be maintained in safe and

proper working condition. Vendor shall conduct regular safety inspections of all equipment.

10. Reporting Requirements:

Prior to Vendor and Vendor's employees having contact with MRA's students, Vendor must provide MRA with a report of all individuals who will have contact with students and evidence confirming that each has been cleared for purposes of the background check, tuberculosis assessment, and mandated reporter training as indicated in Section 5.2 of the Agreement. Vendor shall provide an updated report to MRA upon any changes in the list of individuals who will have contact with MRA students.

Vendor must furnish a copy of a declaration page or proof of insurance card showing that coverage is in force before Vendor may commence providing services. It is Vendor's responsibility to renew coverage and send a copy of their updated declaration page or new proof of insurance to MRA to prove they have active coverage if coverage expires during the term.

Vendor will provide MRA with a monthly report addressing the attendance of students and their activities and progress.

Vendor will provide a report to MRA within the same day of any information that a student has sustained an injury for which medical attention is required or potential abuse or suspected or actual violation of MRA's professional boundaries policy. (See Exhibit B.)

Vendor must promptly report to MRA any potential violations of school policy by a student. Vendor shall cooperate in any investigation regarding the same.

11. Additional Terms:

a. Vendor's services shall be administered on a non-sectarian basis, shall be free of discrimination on any basis protected under Education Code Section 220, and shall be accessible to students consistent with the provisions of state and federal law with respect to the protection of individuals with disabilities.
b. Vendor's application shall be deemed incorporated into this Agreement. MRA is relying upon the accuracy of the information submitted with the Application in executing this Agreement.

EXHIBIT B

Professional Boundaries Policy

(Insert)

Professional Boundaries and Safe Environment Policy
(SB 848)
Mojave River Academy Schools

Mojave River Academy Schools ("MRAS") establishes this Professional Boundaries and Safe Environment Policy to ensure that MRAS remains a safe and nurturing educational and work environment that fosters student learning and engagement and is free of corporal punishment, violence, and sexual offenses. This policy is adopted pursuant to California Education Code section 32100, which requires governing bodies of charter schools to adopt written policies that promote safe environments for pupil learning and engagement.

This policy applies to all MRAS students, employees, contractors, volunteers, and members of the MRAS Board of Directors (collectively referred to as "MRAS personnel") and addresses professional boundaries: 1) between students and school employees, adult volunteers, and MRAS contractors; 2) among and between students; and 3) among and between adults employed, volunteering, or under contract with MRAS. This policy applies to all MRAS personnel interactions, whether within or outside of school hours or through emails, text messages, social media, or other methods of communication.

All members of the MRAS community shall maintain appropriate professional boundaries at all times during their interactions with others. MRAS encourages appropriate, positive relationships among members of the MRAS community and intends to prevent relationships that may be viewed as or lead to inappropriate or sexual misconduct. This policy is not intended to interfere with: familial relations between MRAS personnel who are related; age-appropriate, non-sexual relationships and interactions between minor students; or consensual relationships among adult MRAS employees, volunteers, and/or contractors that do not otherwise violate MRAS policy.

MRAS will include this policy in its student/parent handbook and employee handbook and on its website. MRAS will provide this policy to all students, parents/guardians, and employees at the beginning of each school year, and all MRAS employees will receive annual training on the requirements of this policy. All MRAS personnel are responsible for reading and complying with this policy.

Violations of Professional Boundaries

The following are illustrative examples of unacceptable behaviors that violate professional boundaries. This list is not intended to be all-inclusive:

- Kissing
- Making, listening to, or participating in comments, stories, or jokes of a sexual nature.
    - This does not include reports of child abuse made to adult MRAS personnel in accordance with MRAS policy.
- Commenting on a person's body, physical attributes, or physical development
- Sexual harassment
- Giving a student a ride without permission from the student's parent/guardian
- MRAS personnel intentionally being alone with a student without permission from the student's parent/guardian or the [Role] or designee
- MRAS personnel giving a personal and intimate gift to a student
- MRAS personnel seeking emotional involvement or attachment with a student beyond the normal standard of care of a school employee, or becoming involved with or paying excessive attention to a student such that it creates a reasonable suspicion of inappropriate conduct
- MRAS personnel discussing inappropriate personal information or intimate issues with a student to earn the student's support or trust
- Communication between adult MRAS personnel and a student through the adult's personal account, including but not limited to personal email, personal phone, and personal social media accounts, in a manner that does not include the student's parent or guardian
- Adult MRAS personnel taking or storing a photo of a student on a personal device without permission from the applicable school site administrator or designee
- Any unnecessary physical contact between MRAS personnel and a student while alone together
- Corporal punishment, as defined below

Professional Boundaries Among Students, Specifically

Students are expected to treat one another with respect and to maintain appropriate boundaries in all school-connected settings, including online learning environments, school-sponsored activities, and in-person school events. Student conduct that violates these boundaries will be addressed through MRAS's student discipline process. Students who engage in harassment or sexual misconduct directed at other students may be subject to MRAS's Title IX grievance procedures. For conduct and consequence details, refer to the MRAS student/parent handbook and MRAS's Title IX policy.

Corporal Punishment

Corporal punishment is prohibited at MRAS and shall not be used as a means of discipline. Although MRAS operates a virtual program, this content is included to the extent of any occasions for in-person interaction between students and MRAS personnel. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain. For purposes of this policy, corporal punishment does not include: 1) an employee's use of force that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to property; or 2) physical pain or discomfort caused by athletic competition or other recreational activity voluntarily engaged in by the student.

The following are illustrative examples of corporal punishment. This list is not intended to be all-inclusive:

- Willfully inflicting pain on a student by kicking, slapping, swatting, paddling, grabbing, pinching, hitting, and/or pushing the student
- Physically restraining a student in violation of MRAS's policy on restraint and seclusion of students
- Making students perform calisthenics or other physical activities that cause pain as a means of punishment (outside of recreational activity voluntarily engaged in by the student)

Limits on Communication Between Adults and Students

Emails, text messages, phone calls, video conferences, and other electronic communications between adult MRAS personnel and students must be professional, must pertain to school activities, classes, or assignments, and must be conducted through school-based technology and accounts. Adult MRAS personnel may not communicate with students via personal social media platforms, personal text messaging, or other personal communication channels in a manner that does not include the student's parent or guardian.

Adult MRAS personnel must use judgment to ensure all communications with students remain professional and school-related and must use school-based accounts. Communications through personal accounts are permitted only when a parent or guardian is included. Adult MRAS personnel must not use personal social media accounts to follow, friend, or connect with current students, or to communicate with current students in any manner that does not include the student's parent or guardian. This restriction does not apply to publicly accessible institutional social media accounts maintained by MRAS.

Safe Supervision and School Activities

As a non-classroom-based virtual school, MRAS does not maintain physical school facilities for ongoing student instruction, and students are under the direct supervision and control of their parent(s)/guardian(s) during school hours and school activities. MRAS shall effectively supervise a student whenever the student is under the direct supervision and control of a MRAS employee or volunteer rather than the student's parent/guardian.

For any in-person, school-sponsored activity, including assessments, field trips, social events, and graduation ceremonies, MRAS will arrange and supervise the activity in a manner that supports safe and easily observed adult-student interactions. MRAS will consider physical layout, sightlines, visibility, and lighting when selecting venues for in-person events. One-on-one meetings between adults and students at in-person events should be conducted in visible spaces.

For virtual one-on-one interactions between adult MRAS personnel and a student, MRAS personnel must use MRAS-approved video conferencing platforms and must conduct the interaction with appropriate transparency.

A student's parent/guardian must provide written consent before the student may participate in any before- or after-school activity with any adult MRAS personnel. Adult MRAS personnel who will be physically alone with any student before or after school hours should request that another adult MRAS personnel be present or within close supervisory proximity during the meeting.

Preventing and Addressing Violations of Professional Boundaries

MRAS personnel must inform the [Role] of any concerning situation that may constitute or lead to a violation of this policy. MRAS personnel are encouraged to contact the [Role] for guidance if they have any questions about this policy or if they are concerned about a boundary issue.

When any MRAS personnel becomes aware of MRAS personnel violating the boundaries specified in this policy, or has a reasonable suspicion of misconduct or attempted misconduct in violation of this policy, or any situation in which a student appears at risk for sexual abuse, the MRAS personnel must promptly report the information to the [Role] or designee. A reasonable suspicion means more than a mere hunch and is based on articulable facts which would lead a reasonable person to believe the conduct occurred.

Nothing in this policy limits or supersedes the independent obligations of mandated reporters under the Child Abuse and Neglect Reporting Act (California Penal Code § 11164 et seq.). Mandated reporters must report suspected child abuse or neglect directly

to law enforcement or a child protective agency as required by law, regardless of whether an internal report has also been made.

The [Role] or designee shall promptly investigate any allegation of sexual misconduct or violation of this policy and document the investigation in accordance with applicable law and MRAS policy. Throughout the investigation, to the extent possible, the investigator and all those who are privy to the investigation shall protect the privacy of all individuals who are involved, including any potential witnesses. The [Role] or designee shall promptly notify the Board of Directors of the existence and status of any investigations and report the findings of the investigation to the Board of Directors upon completion of the investigation. The [Role] or designee shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Individuals who violate this policy will be subject to disciplinary action and will be reported to law enforcement where appropriate.

Expanded Mandated Reporter Training

In addition to MRA's existing processes and requirements related to staff mandated reporter training, MRA will ensure compliance with all new requirements applicable to mandated reporter training under SB 848 with respect to contractors and volunteers. Specifically, MRA will ensure that all board members, contractors who supervise or have contact with students, and volunteers who interact with or have contact with students outside of the supervision of a certificated employee or the student's parents/guardians will receive mandated reporter training to the same extent as MRA's staff.

EXHIBIT C

School Calendar

(Insert)

