

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
WINSHIP-ROBBINS ELEMENTARY SCHOOL DISTRICT  
AND  
FEATHER RIVER CHARTER SCHOOL**

This Operational Memorandum of Understanding (“Agreement”) is entered into between the Winship-Robbins Elementary School District (“District”) and Feather River Charter School (“Non-Profit”), a California non-profit public benefit corporation, operating Feather River Charter School (“Charter School”), a public charter school chartered by the District. The District and the Non-Profit are collectively referred to as the “Parties.” This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

**RECITALS**

- A. The District is the granting agency of the Charter School. The District granted the Charter School’s charter (“Charter”) on March 10, 2021, for a term of five years, beginning on July 1, 2021 and expiring June 30, 2026. The Charter School is operated by the Non-Profit.
- B. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 et seq.). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter School’s Charter.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein set forth, the Non-Profit and the District do hereby agree as follows:

- 1. Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.
- 2. Term and Renewal.** This Agreement is effective July 1, 2021, and shall expire upon expiration of the Charter’s School’s Charter on June 30, 2026. If the Charter School’s Charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law.

Requests for renewal of the Charter shall be submitted no later than April 1st during the final year of the current Charter term. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

### **3. Designation of School; Grade Levels.**

(a) The Charter School shall be known as Feather River Charter School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and its Charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District.

(b) The Charter School is authorized to serve students in transitional kindergarten through twelfth (12th) grades and may serve any of these grades in each year for which the Charter has been authorized.

(c) The duly authorized representatives of the Charter School is the Charter School Administrator or designee and the Board of Directors of the Charter School. The duly authorized representatives of the District are the Superintendent or designee and the District's Board of Education.

### **4. School Accountability.**

(a) Annual LCAP. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's Local Control and Accountability Plan ("LCAP"), and annual updates thereto as required by law, shall be annually provided to the District and the Sutter County Superintendent of Schools on or before June 15 of each fiscal year. The Charter School will utilize the State Board of Education's template to submit its LCAP pursuant to this section. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) SARC. On or before February 1 of each year, or as otherwise required by law, the Charter School shall post its School Accountability Report Card ("SARC") on the Charter School website. The Charter School may, but is not required to, use the SARC template developed by the California Department of Education as a guide. The Charter School shall include all legally required elements in its SARC, and may include other pertinent information, as appropriate.

(c) Programmatic Audit. The Charter School will provide an Annual Programmatic Audit to the District within ninety (90) days of the last day of instruction for each regular school year that includes, at a minimum:

- (1) Data regarding the number of staff working at the Charter School and their qualifications;
- (2) Information demonstrating the Charter School's implementation of the means set forth in the Charter to achieve a racial and ethnic balance

- among its students that is reflective of the general population residing within the territorial jurisdiction of the District;
- (3) Data regarding the number of students enrolled and on waiting lists for each grade level in the Charter School;
  - (4) A report on student discipline including the number of students suspended, expelled or involuntarily removed from the Charter School;
  - (5) Graduation rates; and
  - (6) Data on the number and resolution of disputes and complaints, including Uniform Complaints.

The District reserves the right to revise the content of the Annual Programmatic Audit from time to time, with ninety (90) days prior written notice to the Charter School.

## **5. Funding.**

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon changes in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement allocated through the Local Control Funding Formula ("LCFF") under Education Code sections 42388 *et seq.* Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District.

(b) Additional Sources of Funding. In addition to the LCFF funding specified above, the Parties recognize the authority of the Charter School to pursue additional sources of funding beyond its base statutory entitlement. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(c) District Applications for Funding. The District has no obligation to apply for additional sources of funding for the Charter School; however, when the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one percent (1%) of such funds at the time they are paid to the Charter School. The Charter School agrees to cooperate fully with the District in any application for funding made on behalf of the students of

the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(a).

(d) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the Charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter and any authorized amendments.

(e) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the Sutter County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in compliance with applicable laws.

**6. Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the Parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

**7. Complaints.** The Charter School shall inform the District of any complaints submitted or filed against it, including complaints filed with any governmental entity other than the District, which the District is obligated to respond to using its own complaint resolution processes, or under any state or federal law, including but not limited to complaint submitted pursuant to Uniform Complaint procedures. Copies of such complaints must be provided to the District within five (5) business days of receipt by the Charter School. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the Charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

**8. Fiscal Relationship.**

(a) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs.

The Parties further agree that the District is providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is three percent (3%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subd. (a), 42238.02, and 42238.03.

"Supervisory oversight," as used in Education Code Section 47613, is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

- (1) Selecting a representative to act as a liaison to the Charter School.
- (2) Visiting the Charter School at least annually.
- (3) Monitoring the fiscal condition of the Charter School.
- (4) Ensuring the Charter School complies with all reports required of charter schools by law, including the annual update required pursuant to Education Code section 47606.5.
- (5) Providing timely notification, as required by law, to the California Department of Education if any of the following circumstances occur: (i) a renewal of the Charter is granted or denied; (ii) the Charter is revoked; or (iii) the Charter School ceases operation for any reason.
- (6) Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(b) Additional Services. In addition to the supervisory oversight described above, the District shall provide additional services ("Additional Services") to the Charter School related to administrative and instructional services. The scope of such services are attached hereto as Exhibit A and are incorporated herein. The Parties agree that it is not in the best interest of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such Additional Services, so the Parties agree that the reasonable value of such Additional Services shall be a flat fee of \$0 per quarter.

(c) Payment of Fees. The Charter School shall pay the Oversight Fee, fees for Additional Services, and expenses in quarterly installments due, respectively, for each school year. The District shall provide the Charter School with an invoice detailing the amount due for Additional Services performed by the District, the Oversight Fee due pursuant to section 8(a), and any expenses paid by the District on the Charter School's behalf, including special education encroachment fees, if any. Quarterly payments are due as of September 30, December 31, March 31, and June 30 each year, with invoices to be prepared and submitted by the District to the Charter school at least thirty (30) calendar days before the payment due date during the year, and by September 15 at the end of the year.

Payment on invoices provided to the Charter School pursuant to this section shall be due within thirty (30) calendar days of their issuance by the District, unless the Charter School has provided written notice to the District that it disagrees with the invoiced charges. The Charter School may only withhold payment for services, fees, or expenses that it has specifically contested. The Charter School shall make payment by check.

(d) Distribution of Assets upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

## **9. Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see Section 9(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Administrative Code sections defining charter school average daily attendance ("ADA"), and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor, subject to the approval of the District. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and

- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements and as specified in Education Code section 47604.33, the Charter School shall annually prepare and submit one electronic copy and two hard copies with wet signatures of each of the following reports to the District by the dates listed below during each year of the Term of this Agreement:

- (1) On or before June 15, and by an adopted preliminary budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the Charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

In addition to the above-listed financial reports, the Charter School shall provide the District with all annual budget formation documents, including revenue calculators and assumptions at the time of Budget Adoption. The Charter School shall also provide the District with budget assumptions at the time that the above-listed interim reports are due, and shall provide any material changes to those budget assumptions as soon as they arise.

The District may request, and the Charter School and Non-Profit agree to obtain and provide, additional documentation and information from the Charter School, the Non-Profit, and all other non-profit and for-profit entities affiliated with the Non-Profit that provide services to the Charter School or control the assets of the Non-Profit or Charter School ("Other Entities"), for the purpose of review and oversight of the fiscal soundness, operation, and governance of the Charter School or the Non-Profit. Such documents and information must be reasonably related to the operation, educational services, management, finances, personnel, procurement, facilities, financing, programmatic services of the Charter School and the Non-Profit.

The Charter School and Non-Profit shall incorporate language into their contracts with Other Entities, that ensure the Charter School and Non-Profit may obtain any of the above documents from the Other Entities, upon request from the District.

(e) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is

agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

It is further agreed that all loans distributed by the Charter School to any other entity, including the Non-Profit, shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

(f) Advance of Funds. The District may in its sole discretion advance funds to the Charter School. In addition, the District may in its sole discretion provide a line of credit for the Charter School.

(g) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, the Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(h) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall not be used to satisfy any third party debts or liabilities, including those of the Non-Profit. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(i) Banking Arrangements. The Charter School's Business Officer or designee will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 9(d). The Charter School will deposit all funds received as soon as practical upon receipt.

(j) Property Inventory. Within thirty (30) days of receipt of a written request by the District, the Charter School's head of school or his or her designee, shall provide the District with a written inventory of all Charter School purchases of non-consumable goods and equipment that were: 1) valued at one-thousand dollars (\$1,000.00) or more, and, 2) made in that fiscal year, and, 3) made in whole or in part with public funds. This inventory shall include the original purchase price and date, a brief description of the item(s), and other information appropriate for documenting the Charter School's assets, including identifying information reasonably available to (or reasonably used by) the Charter School, such as serial numbers or Charter School tracking numbers. As the chartering authority, the District may make other reasonable queries to the Charter School, in order to ensure that the Charter School in



compliance with the law with regard to tracking items and property that are purchased, in whole or in part, with public funds.

(k) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The President of the Charter School's governing board or his or her designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Business Officer or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(l) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

(m) Voter-Approved Measures. In the event that the District seeks and receives a voter-approved bond or parcel tax, the Charter School shall have no entitlement to any portion of such funds unless otherwise negotiated in advance by the Parties. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District pursuant to former parcel tax or bond elections.

## **10. Reporting to the District.**

(a) Enrollment and Attendance Accounting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. In addition, the Charter School shall provide documentation showing the number and percentage of its enrollment that resides within the District's boundaries by grade level and the number and percentage of its enrollment that resides outside of the District's boundaries by grade level. Upon the District's request, the Charter School shall provide additional information regarding its enrolled students, including their name, residential address, school district of residence, and telephone number. The Charter School recognizes that this information is critical to District planning for the next year. District agrees not to use student data information for marketing and/or recruiting purposes.

(b) California Basic Education Data System (Enrollment). The Charter School shall complete and submit enrollment and other necessary demographic information to the California Basic Education Data System (CBEDS).

(c) Reporting to Public Agencies. The Charter School shall submit to the District a

copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California. Such reports will be submitted to the District, when submitted to the state or other public agency.

(d) Provision of Corporate Bylaws & Board Roster. Within thirty (30) days of the Effective Date of this Agreement, the Non-Profit shall provide the District with a copy of its corporate bylaws and a roster listing its directors and officers. The District shall be provided with notice of any changes in the Non-Profit's corporate bylaws and or the composition of its governing board within ten (10) business days of the effective date of such changes.

(e) Required Documentation. Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall provide the District with copies of the following documents. To the extent these documents have already been provided to the District for the 2021-22 school year with the 2021-2026 renewal petition, the documents shall be deemed submitted to the District.

- (1) Updated curriculum and educational plan for each grade level;
- (2) The Charter School's grading policies;
- (3) Contact information for all Charter School administrators;
- (4) The Charter School's organizational chart;
- (5) Verification of Brown Act training for administration and governing board as required by section 15(a) of this Agreement;
- (7) Proof of the Non-Profit's status as a non-profit corporation;
- (8) Copy of the Non-Profit's articles of incorporation and bylaws;
- (9) Copy of the Charter School's health, safety and emergency plan and verification of staff emergency, health & safety training;
- (10) Copy of the Charter School's parent/student handbook;
- (11) Copies of the Charter School's employee handbook;
- (12) Updated proof of teacher credentials and satisfaction of all applicable teacher requirements for every grade served by the Charter School;
- (13) Estimated enrollment for each grade level and proof of appropriate and legally sufficient student-teacher ratios; and
- (14) Updated operational budget and cash-flow analysis.

Within thirty (30) days of the beginning of every school year during the Term of this Agreement, the Charter School shall also provide the District with copies of the above-listed documentation, to the extent that any of such documentation has been modified since the prior year's submission.

(f) Charter School Policies. Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall submit to the District a complete set of all Charter School policies and procedures that have not already been provided to the District, including but not limited to policies and procedures governing the following:

- (1) Discipline and suspension, including special education discipline;
- (2) Health and safety, including but not limited to the administration of medication and emergency response procedures;

- (3) Sexual harassment;
- (4) Mandated reporting of child abuse and neglect;
- (5) Student free speech and expression as required by Education Code section 48907;
- (6) Conflicts of interest;
- (7) Complaint procedures, including Uniform Complaint Procedures;
- (8) Special education;
- (9) Section 504;
- (10) English Learners; and
- (11) Fiscal control policies.

Within thirty (30) days of the beginning of every school year during the Term of this Agreement, the Charter School shall provide the District with copies of the above-listed policies and procedures, to the extent that any such Charter School policies or procedures have been modified, adopted or rescinded since the prior year's submission.

(g) Cumulative File Information. The District and the Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(h) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than October 1.

(i) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600, *et seq.* and 60851. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

(j) Quality Instructional Program. The Charter School is expected to pursue and provide a quality instructional program to its students. The District shall consider the quality of the instructional program and academic performance of Charter School students when evaluating a Charter School renewal petition submitted to the District.

## **11. Special Education and Related Services; Section 504; English Learners.**

(a) Special Education. The Charter School shall be its own local educational agency ("LEA") for the purposes of special education, pursuant to California Education Code section 47641, subdivision (a). The Charter School has obtained membership as an independent LEA in El Dorado Charter SELPA ("SELPA"). As such, the Charter School is solely responsible, at its

own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in conformity with their individualized education programs and in compliance with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*), its implementing regulations, and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(b) Section 504 & ADA. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act, including all associated funding and implementation. Additionally, the Charter School shall provide annual compliance training to Charter School staff.

(c) English Learners. The Charter School will annually administer the English Language Proficiency Assessments for California (“ELPAC”) or other assessments, including but not limited to the ELPAC, as may be required by law, to all eligible students. The Charter School will be responsible for compliance with all applicable state and federal requirements regarding state and federal testing, reclassification and reporting for English Learners.

## **12. Human Resources Management.**

(a) Charter School Exclusive Employer. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for employment, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Background Checks & Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) Compliance with Health and Safety Laws. Throughout the term of the Charter and this Agreement, the Charter School and all employees to which each law applies shall comply with the following legal provisions. The Charter School shall maintain a written policy or administrative regulation regarding each legal provision, below, provide the District with a copy of such policy or administrative regulation, and provide the District with a copy if amended.

- (1) Education Code Section 49423 regarding the administration of medication

- in school;
- (2) Education Code Section 49141 regarding the provision, storage, and administration of epinephrine pens;
  - (3) Education Code Section 49406 and Health and Safety Code Sections 121525 – 121555 requiring all employees who work in contact with students to obtain tuberculosis screenings or tests, as specified in law; and
  - (4) Penal Code Section 11164, *et seq.* and Education Code Section 44691 regarding employee mandated reporter obligations and training.

(d) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(e) ESSA & Education Code section 47605(l). The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal Every Student Succeeds Act ("ESSA") and Education Code section 47605(l).

**13. Indemnification.** The Non-Profit shall promptly defend, indemnify, and hold harmless the District, its Board of Trustees, members of the Board of Trustees, officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "District Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the District or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by the Non-Profit or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

The District shall promptly defend, indemnify, and hold harmless the Non-Profit, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Charter Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed on the District under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the Charter School or any third party, arising from the District's sole or separate negligence. In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit and/or District, including indemnity rights or agreements existing in contracts between the Non-Profit and/or District and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**14. Insurance and Risk Management.** The Non-Profit shall, for itself and the Charter School, and at its sole cost and expense, purchase and maintain during the entirety of this Agreement, insurance or indemnity protection as follows, as well as any additional insurance as may be required by law:

(a) Liability Insurance. Occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars (\$5,000,000) per claim and in the aggregate, and a per occurrence deductible of no greater than five thousand dollars (\$5,000), whether purchased in the form of a single policy/agreement or by way of multiple policies/agreements, including excess or umbrella policies or agreements, that extends coverage for, among other things, sexual abuse and molestation, educators' legal liability, property damage liability, employment practices liability, automobile (owned, non-owned, and hired) liability, personal injury and advertising injury liability, directors and officers, and errors and omissions liability, with such coverage extended to the Charter School, its governing board, its officers, agents, employees, and volunteers. To the fullest extent allowed by law, and in keeping with the Non-Profit's indemnity obligations described above, the Indemnified Parties shall be included as "additional insureds" or "additional covered parties" under each of the Non-Profit's liability policies or agreements, with such coverage evidenced by duly issued "additional insured" or "additional covered party" endorsement(s) and/or duly issued certificate(s) of insurance, which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employer's liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than \$500,000, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(c) Property Insurance. The Non-Profit shall purchase and maintain property insurance, including property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building codes or disability access ordinances, regulations or laws, all real property, personal property, fixtures, and other property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(d) Bond. Fidelity and crime coverage extending to wrongful acts with respect to money or property owned by or under the care, custody or control of any Charter School employee, volunteer, agent or representative. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively

state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30 days' notice to District.

(e) Waiver of Subrogation. Each policy of insurance and/or coverage required under this Agreement shall be endorsed to state that all rights of subrogation against the District and or the District Indemnified Parties are waived.

## **15. Compliance with Law Applicable to Public Agencies.**

(a) The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with federal or state laws (which may be amended from time to time), including but not limited to the following:

- (1) Education Code section 47604.1, effective January 1, 2020;
- (2) The Ralph M. Brown Act ("Brown Act") (Gov. Code, § 54950 *et seq.*);
- (3) The California Public Records Act (Gov. Code, § 6250 *et seq.*);
- (4) State conflict of interest laws, including but not limited to Government Code section 1090 and the Political Reform Act (Gov. Code, § 81000 *et seq.*);
- (5) The Child Abuse and Neglect Reporting Act (Pen. Code, § 11164 *et seq.*);
- (6) The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);
- (7) The Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 *et seq.*);
- (8) The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- (9) The California Fair Employment and Housing Act ("FEHA") (Gov. Code, § 12900 *et seq.*);
- (10) The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq.*);
- (11) Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. § 794 *et seq.*);
- (12) Education Code sections 220 *et seq.*;
- (13) The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- (14) The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g *et seq.*);
- (15) Local Control Funding Formula (Ed. Code, § 42238, *et seq.*); and
- (16) All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 *et seq.*) as amended by the Every Student Succeeds Act of 2015 ("ESSA") (20 U.S.C. § 6301 *et seq.*).

(b) Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with both the Brown Act and Education Code section 47604.1, and to conduct the meetings of its governing board in accordance with the same laws. Such compliance

includes making public the agendas of such meetings in advance, meeting within the physical boundaries of Sutter County (except as authorized by Government Code section 54954), and establishing a two-way teleconference location at each school site, as required by law. Within 60 days of the effective date of this Agreement, the Charter School will provide verification by letter to the District that all members of the Charter School governing board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the governing board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(c) Records Requests. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the California Public Records Act (Gov. Code, § 6250 et seq.) as well as Education Code section 47604.3 and Education Code section 47604.1.

**16. Transportation.** The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School, including field trips, except as otherwise agreed upon by the Parties in writing. The Charter School shall also be responsible for the direct cost of all transportation services for students eligible for special education, if such services are required pursuant to a student's Individualized Education Plan ("IEP"). The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time.

**17. Amendments to Charter.** Changes to the Charter deemed to be material amendments may not be made without District consideration and approval. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites not previously approved by the District;
- (f) Admission preferences;
- (g) Changes to the governance structure, including but not limited to amendments to:
  - (i) the Non-Profit's articles of incorporation;
  - (ii) the Non-Profit's corporate bylaws;
  - (iii) the Non-Profit's conflict of interest policy (and the Charter School Board's conflict of interest policy, if different); and
  - (iv) name changes of the



Charter School.

**18. Amendments to Agreement.** Any modification or amendment of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties. In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

**19. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this Section as a precondition to revocation.

(a) The disputing Party shall provide written notice of the dispute to the other Party. Thereafter, the Charter School's designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the Charter or otherwise be grounds for revocation.

**20. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**21. Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sutter County, California, subject to a motion for transfer of venue.

**22. Governing Law and Authority.** In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

**23. Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

**To the District at:** Winship-Robbins Elementary School District  
Attn: Superintendent  
17451 Pepper Street  
Robbins, CA 95676

**To the Non-Profit & Charter School at:** Feather River Charter School  
4305 S. Meridian Road  
Meridian, CA 95967

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

**24. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

**25. Conflicts.** If any provision of this Agreement is inconsistent with the Charter, the terms of the Agreement shall prevail.

**26. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

**IN WITNESS WHEREOF**, the Parties have, by their duly authorized representatives, executed this Agreement:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jenell Sherman  
Executive Director  
Feather River Charter School

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dawn Carl  
Superintendent  
Winship-Robbins Elementary School District

## **Exhibit A Additional Services**

The District provides the following Additional Services to the Charter School related to administrative and instructional services:

- Professional Consulting Services, provided by the District's Superintendent, regarding curriculum development, assessment planning, intervention services, emergency services, constituent communication, and other educational program and operational planning and compliance.
- Professional Development Services, including but not limited to consultation with the District's Director of Curriculum and Instruction regarding educational programs and services, including English Learner programming, master plan development, and leadership development. The District also provides professional development workshops for Charter School teachers.
- Technology Assistance, provided by District information technology staff to the Charter School.