

**MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO UNIFIED  
SCHOOL DISTRICT AND CALIFORNIA CONNECTIONS ACADEMY SOUTHERN  
CALIFORNIA CHARTER SCHOOL**

This Memorandum of Understanding (“Agreement”) is executed by and between the Capistrano Unified School District (“District”), a school district existing under the laws of the State of California, and California Online Public Schools, a California nonprofit public benefit corporation authorized to operate California Online Public Schools Southern California (“Charter School”). The District and Charter School are collectively referred to as the “Parties.”

**RECITALS**

- A. The District is Charter School’s chartering authority.
- B. This Agreement is intended to address certain aspects of Charter School’s operations and relationship with the District given the recent extension of the term of Charter School’s charter to June 30, 2027 due to the amendment of Education Code section 47607.4, though the Agreement is not required to effectuate the legal extension of the Charter School’s charter term.
- C. The terms of the Agreement are intended to modify the current Agreement between the parties. To the extent that the terms of this Agreement are inconsistent with any terms of the charter, this Agreement shall control. If the charter is silent on an issue addressed by this Agreement, this Agreement shall control.
- D. This Agreement is intended to supplement the oversight practices already implemented by the District and required by law.

**AGREEMENT**

A. **TERM**

1. This Agreement shall be effective upon execution by both Parties and shall remain in effect until June 30, 2027 unless terminated earlier in accordance with the Agreement.

2. This Agreement shall terminate automatically upon closure of the Charter School for any reason. “Closure” means that all legally required closure processes are completed, including completion of a final audit as required by law.

3. The Parties may review this Agreement at least annually, and it may be amended or augmented in writing at any time by mutual agreement of the Parties. The Parties may also agree at any time to terminate this Agreement.

B. MATERIAL REVISIONS TO CHARTER

1. Any proposed expansion of grade levels or addition of school sites will require a material revision to Charter School’s charter. Charter School understands and agrees that this is not an exhaustive list of the changes to Charter School’s charter that may require a material revision. Other proposed modifications of the charter must be submitted in writing to the District for determination as to whether a material revision is warranted. Material revisions will be processed in accordance with Education Code sections 47605 and 47607.

2. Charter School understands and agrees that material revisions of its charter may only be made upon the approval of Charter School’s governing board and will only take effect if subsequently approved by the District’s Board of Trustees.

C. GOVERNANCE

1. GOVERNING BOARD MEETINGS

a. Charter School will maintain a roster and biographies of the current members of Charter School’s governing board on its website and will update its website as soon as possible whenever the information changes.

b. Charter School will post an annual calendar of governing board meetings on its website.

c. Charter School will post meeting agendas and meeting minutes on its website and will conduct its governing board meetings in accordance with the Ralph M. Brown Act (“Brown Act”), Government Code section 54950 et seq.

d. Charter School will provide the District with prior notification of all meetings of Charter School’s governing board and e-mail the District copies of governing board meeting agenda packet materials and documents at the time of posting.

e. Beginning January 1, 2024, within ten (10) business days of Charter School board meetings, including special and emergency board meetings, Charter School shall provide CUSD with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update the District as to any changes to the Charter School board calendar within ten (10) business days.

2. BROWN ACT AND CONFLICT OF INTEREST TRAINING

a. Charter School will provide annual Brown Act training to its governing board members and key administrative staff.

b. Charter School will adhere to its Conflict of Interest Code and all applicable

conflict of interest laws, including Government Code section 1090 and the Political Reform Act of 1974, as required by Education Code section 47604.1. Charter School will train its governing board members and impacted Charter School employees regarding its Conflict of Interest Code and conflict of interest laws. Upon request, Charter School will provide the District with verification that all governing board members and impacted Charter School employees have participated in conflict of interest training.

D. PROGRESS UPDATES

1. Charter School will annually prepare and submit to the District a local control and accountability plan (“LCAP”) and an annual update to the LCAP, pursuant to Education Code sections 47604.33 and 47606.5, which shall utilize the LCAP template adopted by the State Board of Education and include all of the following:

a. A review of the progress toward the goals included in the charter, an assessment of the effectiveness of the specific actions described in the Charter toward achieving the goals, and a description of changes to the specific actions the Charter School will make as a result of the review and assessment; and

b. A listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (a) above.

2. In accordance with Education Code section 47605.6, subdivision (e), Charter School shall present a report on the annual update to the LCAP and a local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of Charter School’s governing body. The report shall include all available midyear outcome data related to metrics identified in the current year’s LCAP and all available midyear expenditure and implementation data on all actions identified in the current year’s LCAP. No later than March 15 of each year, Charter School will provide the District with the following:

a. A copy of Charter School’s LCAP midyear review report and budget overview;

b. A copy of the LCAP midyear review presentation provided to Charter School’s governing board;

c. An update on Charter School’s enrollment; and

d. An update on Charter School’s key leadership positions.

3. The District may request additional updates and/or reports at any time during the year.

E. SUBMISSION OF OVERSIGHT ASSURANCES

No later than September 1 of each year, Charter School shall review, complete, sign, and

submit the Oversight Assurances checklist attached hereto as Exhibit “1” to the District.

F. FINANCIAL REPORTING

Charter School shall submit the annual financial reports to the District as required by Education Code section 47604.33. Charter School agrees to provide any additional financial documentation requested by the District within ten (10) business days of such request unless the Parties agree to a different date.

G. SEVERABILITY

If any provision or part of this Agreement is determined to be invalid and/or unenforceable or contrary to public policy or law, the remainder of the Agreement shall remain valid and enforceable.

H. NOTIFICATION

All notices, reports, updates, requests, and other communications under this Agreement shall be in writing and transmitted by e-mail as follows:

To the District at:  
Heidi Crowley  
[hacrowley@capousd.org](mailto:hacrowley@capousd.org)  
33122 Valle Road  
San Juan Capistrano, CA 92675  
949-234-9220

To Charter School at:  
Richard Savage  
[rsavage@californiaops.org](mailto:rsavage@californiaops.org)  
33272 Valle Road  
San Juan Capistrano, CA 92675  
949-461-1667

\_\_\_\_\_  
Signature Charter School Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

---

Signature District Administrator

---

Date

---

Printed Name and Title