

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made and entered into this July 1, 2017 by, between and among the El Dorado County Board of Education (hereinafter “the County Board”) El Dorado County Superintendent of Schools (hereinafter “Superintendent,” collectively “EDCOE”), and the John Adams Academies, Inc. (hereinafter “JAA”) a California nonprofit public benefit corporation which operates, among other programs, the John Adams Academy-El Dorado Hills charter school under the charter authorized by EDCOE (hereinafter, “Charter School” or “Charter”). Hereinafter, EDCOE and JAA shall be collectively referred to as “the Parties.”

I. PURPOSE

- A. This Agreement shall serve to clarify the status of JAA and Charter School and define the responsibilities of the Parties. This Agreement provides for charter oversight, direct and indirect services to be provided by EDCOE to Charter School and the remuneration to be paid by or on behalf of Charter School to EDCOE. Education Code Section 47607(a)(2) provides the procedure for a material revision of an existing charter. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the Charter shall supersede the terms of this Agreement. Both Parties agree to meet in good faith to negotiate necessary changes to align the Charter and the Agreement.
- B. To the extent permitted by applicable law, the County Board has, by agreement with the Superintendent, delegated its obligations to oversee Charter School to the Superintendent or his/her designee, under the terms of the Charter, by this Agreement, applicable laws, regulations, and County policies and procedures; and in connection with this delegation, the Superintendent shall report periodically to the County Board.

II. TERM

This Agreement is valid for the term of the Charter granted to Charter School, from July 1, 2017 through June 30, 2020. It may be modified or terminated with the written mutual consent of the County Board and JAA. This Agreement is automatically terminated if the Charter is revoked or non-renewed in compliance with Education Code Section 47604.5 or 47607, or surrendered by JAA in accordance with applicable laws and the Charter.

III. LEGAL RELATIONSHIP

- A. JAA operates a public charter school that shall be operated pursuant to the Charter approved by EDCOE and this Agreement. Charter School shall operate as a classroom-based charter school within the geographic boundaries of El Dorado County, specifically Buckeye Union School District.
- B. The Parties recognize that JAA is a separate legal entity which governs Charter School. Charter School shall be operated by JAA, a non-profit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(c), if EDCOE complies with all oversight responsibilities required by law, EDCOE

shall not be liable for the debts or obligations of JAA or Charter School, or for claims arising from the performance of acts, errors, or omissions by JAA or Charter School.

- C. JAA is deemed the exclusive employer of the employees of the Charter School for the purposes of the Educational Employee Relations Act (“EERA”) under Government Code Section 3540, et seq. JAA will have sole responsibility for employment, management, dismissal, and discipline of its employees.

IV. OVERSIGHT

- A. In accordance with Education Code Section 47613(b), EDCOE by written invoice, due within 10 days upon receipt, shall charge JAA for the actual costs of supervisory oversight of Charter School not to exceed one percent (1%) of the Revenue of Charter School. “Revenue” is defined in accordance with Education Code Section 47613(f) as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. JAA and EDCOE shall share any and all records reasonably required for the calculation of each amount invoiced.
- B. JAA and EDCOE agree that “supervisory oversight,” as used in Education Code Section 47613 and Education Code Section 47604.32, shall include, but is not limited to, the following:
 - 1. All activities related to the Charter revocation and renewal and processes as described in Education Code Section 47607;
 - 2. Activities relating to monitoring the performance and compliance of JAA with respect to the terms of the Charter, related agreements, and all applicable laws;
 - 3. Review and timely respond to JAA’s Annual Independent Fiscal and Performance Audit;
 - 4. Select a representative to act as a liaison to JAA;
 - 5. Visit JAA at least annually;
 - 6. Monitor the fiscal condition of JAA;
 - 7. Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - a. A renewal of the charter is granted or denied.
 - b. The charter is revoked.
 - c. JAA will cease operation for any reason.
- C. At the request of EDCOE or the County Board, JAA shall present updates, information, and/or other reports to the County Board and/or EDCOE during the year.
- D. EDCOE reserves the right to appoint a representative to the JAA Board of Directors in accordance with EC Section 47604(b).
- E. EDCOE will conduct at least one (1) visit to JAA annually. The information gathered will be used to assess JAA’s progress in governance and organizational management,

educational performance, fiscal operations, and fulfillment of the terms of the Charter and this Agreement. A school site visit may include review of the facility, review of records maintained by JAA, scheduled interviews with employees working at JAA including the Executive Director, and JAA's students/parents, as well as observation of instruction in the classroom(s). Any deficiencies will be reviewed with JAA's Executive Director or designee and a reasonable opportunity provided for comment, explanation and/or correction. The evaluations for each year will be used, in addition to other information and reports, and legally required factors (such as increases in student achievement) to determine a renewal decision pursuant to Education Code sections 47607 and 52052. EDCOE reserves the right to make unannounced visits to JAA. In conducting these oversight activities, EDCOE will preserve student confidentiality as required by FERPA and keep confidential personnel matters for the protection of JAA and EDCOE.

- F. JAA will use all revenue received from state and federal sources only for public school purposes as approved by the JAA Board and related activities, specified in the Charter and this Agreement, for the benefit of the students enrolled and attending JAA schools. Other 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.
- G. JAA will provide EDCOE with written notice of any change in the officers or board members of JAA, the executive director, or headmaster or dean of the Charter School within twenty (20) business days.
- H. JAA shall provide EDCOE an annual calendar of Board meetings, including a description of how parents of Charter School, its students and community members, will be notified of the meetings. This calendar shall be posted on JAA's website. The approved minutes of each meeting shall be made available to EDCOE within twenty (20) business days of the approval, whether regular or special meeting.
- I. JAA will maintain internal fiscal control policies governing all financial activities of JAA. JAA shall provide EDCOE a copy of all Board-approved internal fiscal control policies and procedures (and any revisions thereto). All such policies and procedures are subject to review during site visits.
- J. Prior to the first day of school for Charter School each year, JAA shall provide EDCOE a copy of the parent/student handbook and policies for Charter School. At a minimum, the handbook and policies shall include detailed expectations for student attendance, behavior, and discipline, including policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education, if applicable), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements.
- K. JAA shall promptly notify EDCOE of any pending or actual litigation and/or claim from any party or notice of any criminal or civil action against JAA, or any employee, agent or volunteer that may involve or affect JAA. In addition, JAA shall promptly notify EDCOE of any request for information by any governmental agency about JAA or Charter School

which is not in the ordinary course of business. Likewise, EDCOE shall promptly notify JAA of any pending or actual litigation and/or claim from any third party or notice of any potential litigation and/or claim against EDCOE, the County Board, or JAA, that may involve or affect JAA. In addition, EDCOE shall promptly notify JAA of any request for information by any governmental entity about JAA, other than in the ordinary course of business.

- L. JAA shall promptly respond to all reasonable inquiries by EDCOE, County Board, and their respective designees as to Charter School, including but not limited to the financial records of JAA and shall consult with the Superintendent or his/her designee regarding any inquiries, pursuant to Education Code 47604.3. JAA may request evidence of designation in writing to confirm the authority of a designee.
- M. Pursuant to Education Code 47605(1), EDCOE shall monitor the assignments of each teacher employed by the JAA to work at Charter School. EDCOE may review such teacher assignments on a rotating basis once every four (4) years, beginning with the 2017-18 school year, or as otherwise determined by EDCOE. All relevant documents shall be maintained by JAA for inspection.
- N. JAA shall provide EDCOE with all the documents listed in EDCOE's Principal Apportionment At-A-Glance Calendar and the CALPADS Operational Calendar by the required deadlines for Charter School. Both calendars will be provided to JAA by EDCOE which shall protect the confidentiality of such records.
- O. Should JAA offer their Charter School employees CalSTRS or CalPERS enrollment, EDCOE reserves the right to charge a fee for reporting services for such employees in addition to the 1% described herein.

V. EDUCATIONAL PROGRAM

- A. By the first day of school of each year, JAA will provide EDCOE for Charter School:
 - 1. A description of the curriculum and identification of the basic instructional materials to be used.
 - 2. A plan for the professional development of instructional personnel to deliver the curriculum and use the instructional materials.
 - 3. Identification of formative assessments that will be used to determine the level of student achievement.
 - 4. Course offerings for middle school and high school.
 - 5. Annual calendar for Charter School's academic year that includes the number of instructional days (must provide at least the legally required minimum instructional

days), annual instructional minutes offered, and the projected number of professional development days.

6. Daily bell schedule for Charter School.

- B. On or before February 1st of each year, JAA shall submit a School Accountability Report Card (SARC) to the EDCOE for Charter School for the prior year that includes assessment of the school conditions required by law to be included in the SARC. JAA may add elements of the SARC in accordance with applicable law. JAA shall make the SARC report for Charter School available on-line and make hard copies of its annually updated report card available, upon request.
- C. Charter School may participate in the EDCOE SARB process for students who need additional supports in meeting school attendance requirements. If participating, Charter School shall use the attendance process and procedures found in the EDCOE SARB handbook.

VI. FACILITIES

- A. It is understood and agreed that the County Board and/or EDCOE has no obligation to provide facilities to JAA or Charter School. JAA is its own Local Education Agency (LEA) for purposes of facilities and real-estate. If JAA seeks facilities from a district in which it intends to locate Charter School under Proposition 39, it shall follow applicable statute and regulations regarding submission of such a request to a district. JAA shall provide a copy of each Proposition 39 request for Charter School to EDCOE at the time of submitting its request to any school district.
- B. Prior to July 30, 2017, JAA shall provide EDCOE a certification that Charter School's facility or facilities are located in an area that is properly zoned for operation of a school or the purposes to which the facility is put, or has received a conditional use permit or confirmation from the applicable land use authority that zoning is inapplicable, and that has been cleared for student occupancy (if applicable) by all appropriate local authorities. All facilities must meet all applicable health and fire code requirements and zoning laws. JAA will furnish EDCOE, upon request, with all local approvals (Education Code Section 47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances for locations used by Charter School.
- C. EDCOE may conduct a Charter School site review, at any time, to provide recommendations regarding the facilities, including cleanliness, safety, compliance with American Disabilities Act ("ADA"), and necessary local approvals to operate.
- D. In the event JAA seeks to open an additional school site for the Charter School, JAA will submit a request for a material revision of its Charter to the County Board for approval. Approval must be obtained before any additional sites for the Charter School can begin operations.

VII. SPECIAL EDUCATION

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to a disability. The Charter School will comply with all applicable federal and state laws and regulations related to special education and related services.
- B. Charter School will be deemed a Local Educational Agency (LEA), for purposes of providing special education services pursuant to Education Code 47641(a). Charter School will provide verifiable written assurances that JAA will participate as an LEA in a Special Education Local Plan Area (SELPA) approved by the State Board of Education within thirty (30) days of the latest date provided in the signatures below. Charter School will be responsible for compliance with the Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). As an LEA, JAA will receive special education funds on behalf of Charter School in the manner specified in the allocation plan of the SELPA.
- C. JAA on behalf of Charter School will serve as its own LEA for the purposes of special education, and as such, JAA is solely responsible, at its own expense, for insuring that all children with disabilities enrolled in Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the 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). JAA will be responsible for processing and submitting all data required by the SELPA on behalf of Charter School in a timely manner.
- D. JAA shall assume responsibility for selecting and hiring Charter School’s own special education teachers and paraprofessionals, and shall assume all costs related to the hiring, supervision and employment of special education teachers and paraprofessionals.

VIII. FISCAL OPERATIONS

- A. JAA will, as Charter School’s operator, receive general purpose and general purpose entitlement funding in accordance with Education Code 47633 computed by the local control funding formula pursuant to Education Code 42238.02, as implemented by Education Code 42238.03, directly from the State of California pursuant to Education Code 47651. JAA will have its own mailing address, charter school accounts in the county treasury and manage its own funds, including the authority to establish an account at a private bank for its authorized purchases and expenditures.
- B. In the event that the County Board seeks and receives a voter approved bond, parcel tax, etc., Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. JAA shall have the opportunity to negotiate for such funds on behalf of Charter School. The Parties shall meet sufficiently in advance of any action by EDCOE to pursue such measures so as to advise JAA and to determine the positions of the parties. JAA agrees that Charter School has no entitlement to funds

currently being received, if any, by the County Board and/or EDCOE under former parcel tax or bond elections.

- C. Unless required by law, EDCOE is not obligated to apply for additional funding for Charter School. If EDCOE applies for additional sources of funding in the form of grants or similar funding at the request of and for the benefit of Charter School, EDCOE may receive a percentage of the funds, as mutually agreed..
- D. JAA is to operate Charter School in a financially sound fashion. If JAA 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. All loans and loan applications shall be the sole responsibility of JAA. In no event shall the County Board and/or EDCOE have any obligation for repayment of such loans. JAA shall provide advance written notice to the County Board and EDCOE specifying its intent to apply for a loan for Charter School.
- E. JAA shall prepare and submit the following financial information regarding Charter School to EDCOE:
 - 1. On or before July 1, a preliminary budget.
 - 2. On or before July 1, an annual update (Local Control Accountability Plan) required pursuant to Education Code Section 47606.5.
 - 3. On or before December 15, an interim financial report. This report shall reflect changes through October 31.
 - 4. On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
 - 5. On or before September 15, a final unaudited report for the full prior year.
- F. EDCOE shall transfer funding in lieu of property taxes for Charter School to JAA in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635. JAA will prepare and submit in a timely manner all requested documents and verification necessary for the District to receive property tax and other funds generated by students enrolled in Charter School.
- G. To the extent that JAA wishes to contract with EDCOE for any services to JAA beyond those specified in this agreement, a separate written contract with EDCOE shall be required in advance of such services and the costs of such services paid in full by JAA.
- H. JAA shall cause Charter School to comply with all accountability measures including the Local Control and Accountability Plan (“LCAP”) evaluation rubrics as may be revised by SBE from time to time, as well as the following:
 - 1. SBE regulations including but not limited to all requirements “to increase and improve” services for targeted students.
 - 2. Obtain parent and public input in developing, revising, and updating LCAPs.

3. Cooperate and comply with all requirements of the State Superintendent of Public Instruction (“SPI”) as applicable to Charter School if and/or when Charter School fails to show improvement to the extent required by law.
4. Submitted to EDCOE by July 1 of each year.

IX. ANNUAL AUDIT

- A. JAA shall select and pay for an independent certified financial auditor for Charter School listed by the State Controller’s Office and notify EDCOE of their selection by April 1. JAA shall submit an annual independent financial audit of Charter School in accordance with Education Code Section 47605(m), to the State Controller’s Office, EDCOE, and the CDE no later than December 15 of each year. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools and in compliance with the audit provisions of the Charter. Continuing or unresolved prior year findings or deficiencies shall have a negative impact on any request for renewal by JAA of the Charter.
- B. In addition to Charter School’s financial statements, the audit shall include, as applicable, but not be limited to, contemporaneous records of attendance and annual instructional minutes as required by the law for the audit of charter schools.

X. INDEMNITY

JAA shall hold harmless, defend, and indemnify the County Board, EDCOE, its officers, agents and employees, from and against any and all claims, demands, actions, suits, losses, liability expenses and costs arising under this Agreement from a third party including, without limitation, attorneys’ fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to their willful misconduct, negligent acts, errors or omissions of their directors, trustees, officers, employees, agents and consultants under this Agreement. EDCOE shall be named as an additional insured under all insurance carried on behalf of Charter School (other than workers compensation coverage).

XI. MISCELLANEOUS

- A. Material Revisions to Charter
 1. Amendments to the Charter or changes in Charter School’s operations which constitute material changes may not be made without prior approval from the County Board per Education Code Section 47607. 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).
 - b. Addition or deletion of grades or grade levels to be served.

- c. Changes to the location or number school sites or the addition of off-site satellite facilities for Charter School. Temporary locations rented for Charter School events such as annual student testing, sporting events, performing arts shall not be considered material changes.
- d. Substantial changes to admission requirements and procedures, except those mandated by law.
- e. Governance structure changes affecting the authority of JAA over Charter School operations, such as the merger, dissolution of JAA, or transfer of substantially all of the assets of Charter School, or Contracts delegating substantially all of JAA's management authority over Charter School.

B. Severability

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

C. Non-Assignment

No portion of this Agreement or the Charter may be assigned to another entity without the prior written approval of EDCOE and JAA.

D. Amendment and Waiver

No waiver, amendment, modification, or cancellation of any provisions of this Agreement shall be binding unless made in writing and signed by all Parties. 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. All Parties agree that no Party to this Agreement waives any of the rights, responsibilities, and privileges established by the Charter Schools Act as may be amended from time to time.

E. Captions and Section Headings

The captions and section headings used in the Charter and this Agreement are inserted for convenience only and should not affect the meaning or interpretation of the terms of the Charter or this Agreement.

F. Pupil Transportation

JAA shall be responsible for any and all transportation offered by JAA to students who enroll in Charter School, including but not limited to any and all transportation required in any student IEP.

G. Notification

All notices, requests, and other communications under this Agreement shall be in writing and mailed or delivered by overnight courier to the proper addresses as follows:

To the County Board at:
Clerk of the El Dorado County Board of Education
6767 Green Valley Road
Placerville, CA 95667

To EDCOE at:
El Dorado County Superintendent of Schools
6767 Green Valley Road
Placerville, CA 95667

To JAA on behalf of Charter School at:
John Adams Academies, Inc.
C/O Executive Director
1 Sierra Gate Plaza
Roseville, CA 95678

H. Entire Agreement

This Memorandum of Understanding consists of eleven (11) pages and constitutes the entire agreement between the Parties with respect to the matters covered herein, and supersedes any oral or written understandings, agreements or memoranda of understanding between the Parties with respect to the subject matter of this Agreement (with the exception of the Charter).

No person or Party is authorized to make any representations or warranties except as set forth herein, and no Agreement, statement, representation or promise by any Party hereto which is not contained herein shall be valid or binding. The undersigned acknowledge that they have not relied upon any warranties, representations, statements or promises by any of the Parties hereto or any of their agents or consultants except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized officers or representative set forth below and to be effective as of the date it is signed by all Parties.

[Signatures to Follow]

Date: _____

President or Designee,
John Adams Academy Board

Date: _____

President or Designee,
El Dorado County Board of Education

Date: _____

Superintendent of Schools or Designee,
El Dorado County