



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1k

Meeting Date: June 5, 2025

Subject: Approve Operational Memorandum of Understanding with Growth
Public Schools

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Office of the Deputy Superintendent

Recommendation: Staff recommends that the Board approve the Memorandum of Understanding.

Background/Rationale: As a condition of their charter renewal (approved September 5, 2025), Growth Public Schools (GPS) is required to enter into an MOU with the District that describes how GPS they will interact with the District on operational matters.

Over the course of the 2024-25 school year, the contents of the attached MOU were first negotiated with the SCUSD authorized independent charter schools as a group to establish a baseline that would apply to all of them. Subsequence negotiations addressed elements specific to GPS. The MOU has been preliminarily agreed to by the GPS Executive Director and is anticipated to be approved by the GPS Board at their next regularly scheduled Board meeting on June 24, 2025.

Financial Considerations: The MOU clearly defines the fiscal relationship between the charter school and the District.

LCAP Goal(s): NA

Documents Attached:

1. Memorandum of Understanding between Growth Public Schools and Sacramento City Unified School District

Estimated Time of Presentation: NA

Submitted by: Mary Hardin Young, Deputy Superintendent
Amanda Goldman, Ed.D., Director, Innovative
Schools

Approved by: Lisa Allen, Superintendent

MEMORANDUM OF UNDERSTANDING

Sacramento City Unified School District / Growth Public Schools

This Memorandum of Understanding (“MOU”) is entered into by and between the Sacramento City Unified School District (“District”) and **Growth Public Schools**, a public charter school and California nonprofit public benefit corporation. The term “Charter School” as used in this MOU shall refer to both the non-profit corporation and the Charter School itself. The District and the Charter School are collectively referred to as “the Parties.”

RECITALS

- a. The District is a school district existing under the laws of the State of California.
- b. **Growth Public Schools** is a California nonprofit public benefit corporation that operates **Growth Public Schools**, a public charter school existing under the laws of the State of California and under the authorization and oversight of the District. **Growth Public Schools** shall be responsible for, and have all rights and benefits attributable to, the Charter School as further described in this MOU. Whenever this MOU **Growth Public Schools** Charter School to a course of action or prohibits or limits the **Growth Public Schools** Charter School from a course of action, **Growth Public Schools** Non-Profit corporation shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate Growth Public School unless a material revision request has been submitted to, and approved by, the District’s Board of Education pursuant to the requirements of Education Code sections 47605 and 47607.
- c. The Charter School submitted a renewal petition to the District, which the District’s Board of Education approved for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.
- d. This MOU is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the operation of the Charter School, and other matters of mutual interest.
- e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently authorized charter (“Charter”), all laws and regulations applicable to charter schools, and this MOU.
- f. This MOU shall take effect upon the commencement date of the term mentioned above in Recital “c.” provided the MOU has been signed by the authorized representatives of the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

1. **Term.** The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2025, ("Term"), unless sooner terminated in accordance with the provisions included herein.
 - a. This MOU shall terminate if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
2. **Amendment/Modification.** This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this MOU. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.
3. **Designated Representatives.**
 - a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Board of Education is legally required.
 - b. The Charter School's designated representative shall be its Executive Director or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
4. **Compliance with MOU.** To the extent that any of the operational provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).
5. **Charter Renewal.**
 - a. **Timeline.** The Charter School shall exercise meaningful efforts to collaborate with the District to determine the timing of its renewal petition submission and will attempt to submit its renewal petition so that the District's Board of Education can hold a hearing and a vote without having to schedule a special board meeting. Charter School representatives will strive to meet with District

staff 6-12 months in advance of submission of the renewal petition to review the process and expectations for the renewal.

- b. Use of Data. Consistent with the intent of Education Code 47607(c)(6) and the designation of renewal performance tiers by the California Department of Education, the Charter School must submit its petition for renewal with the most current data available at the time of submission. Charter schools submitting their petitions before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verifiable data available, consistent with Education Code Section 47607 in effect at the time with the renewal petition.
- c. Submission. The Charter School shall endeavor to submit a petition for renewal or a request for a material revision (including all supporting documents) to a designee predetermined by the District and communicated to the Charter School. The submission shall include a written certification that the petitioner deems the petition to be complete.
- d. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

6. **Material Revisions to Charter.**

- a. Any Changes to the Charter School's Charter must be discussed with the Superintendent or designee before being implemented by the Charter School. The charter school and Superintendent/designee will work together to determine if a formal material revision is necessary. If so, they may not be implemented without prior approval from the District's Board. The following changes to the charter would automatically be considered a material revision:
 - i. Substantial changes to the educational program (including the addition or deletion of an educational program)
 - ii. Changing to, or adding a, nonclassroom-based program that exceeds the percentage of allowable non-classroom based instruction that a classroom-based charter school may offer.
 - iii. Changes in student enrollment that represent an increase from the enrollment originally projected in the Charter by more than twenty percent (20%) of the total projected enrollment in any given year.
 - iv. Addition of grades or grade levels to be served.

- v. Changes to the location of existing Charter School facilities, or the addition of a new site or facility. Changes to the location of existing Charter School facilities necessitates a material revision due to the corresponding impacts on student enrollment/demographics, staffing, and finances.
 - vi. Any changes to lottery preference
 - vii. Substantial changes to the structure of the governing board that would fundamentally change the nature of who represents the school and/or how they are selected.
- 7. **Oversight Fees.** Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisorial oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at the certification of P-1. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District.
- 8. **Supervisorial Oversight.** The District provides supervisorial oversight in the areas of education program, fiscal program, operations, facilities, and governance. The District will provide direction annually on what steps it will take to conduct oversight and what it will request of the Charter School. The District will provide regular reporting on oversight to the District's Board. Supervisorial oversight shall include, but is not limited to, the following:
 - a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between the Charter School and the District.
 - b. All activities related to charter revocation and renewal processes as described in the Education Code.
 - c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.
 - d. Identification of at least one staff member as a contact person for the Charter School.
 - e. Visits to the Charter School at least annually.
 - i. The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management, educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. To the extent

reasonable, the District will provide the Charter School with at least ten (10) business days' notice of the date and time of the District's annual oversight visit and make reasonable efforts to work with the Charter School to schedule a mutually agreeable date and time. The District may also make unannounced visits to the Charter School as deemed appropriate by the District.

- ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered in any renewal decision made at the time of renewal of the Charter. Any deficiencies will be reviewed with the Charter School's administration and its Board of Directors, as appropriate. The District shall inform the Charter School, and the Charter School shall address and remedy any identified deficiencies, provided that the identified deficiency relates to an obligation or duty under the Charter, MOU, law, or other legal or regulatory authority.
 - f. Ensuring that the Charter School submits the reports and documents required by law, its Charter, and this MOU.
 - g. Monitoring the fiscal condition of the Charter School.
 - h. Providing timely notification to the California Department of Education ("CDE") in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.
 - i. Monitoring of teacher credentials and assignments.
9. **Responding to Inquiries and Requests for Information.** The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District.
10. **Legal Relationship.**
- a. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. The Charter School is

operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing with the California Secretary of State (e.g., by filing all required reports) and in accordance with its corporate bylaws and Charter.

The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board of Education, complies with its supervisory oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). With respect to its operations under the Charter and this MOU, the Charter School agrees, to the fullest extent permitted by law, to indemnify the District, its Board members, officers, employees, agents, and representatives, from and against any such claims for any acts, errors, or omissions by the Charter School, as set forth herein and in the Charter. The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District.

- b. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. The obligations of the Charter School under any contract or agreement with any third person or party are solely the responsibility of the Charter School, and not the responsibility of the District.
- c. Indemnification. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, , agents, representatives, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, 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 Indemnified Parties that is asserted or claimed by any third person, or entity arising out of, or in connection with, the Charter School's performance under this MOU or its Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, authorized volunteers, successors, or assigns. This indemnity, defense and hold harmless provision shall exclude any and all actions, suits, 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, caused negligence, fraud,

willful injury, violation of law, or by any intentional acts of the District, including its officers, directors, or employees. This indemnification clause shall survive termination of this MOU.

- d. Complaints. Any formal, written complaints issued by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 *et seq.*

11. **Compliance with Laws.**

- a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*), the California Public Records Act (Gov Code §§ 7920.000 *et seq.*), and Government Code sections 1090 *et seq.*, as each are made applicable to charter schools in Education Code section 47604.1.
- b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (“FERPA”; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 *et seq.*), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate remedial action if notified by the District, Sacramento County Office of Education, State of California, and/or Office for Civil Rights or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.
- c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that prior written consent from the parent/guardian is not required before the Charter School grants, upon request

from the District, access to the Charter School's education records under 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.*

12. **Business and Administrative Services.**

- a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.
- b. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds \$250,000 annually.

13. **Management Contracts.**

- a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School has entered into with any third party to operate or manage the Charter School. "Operate or manage" shall have the same meaning as the functions identified in Education Code Section 47604(b)(2)(A)(i)-(v).
- b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:
 - i. A draft of the proposed contract.
 - ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.
 - iii. A list of any other charter schools managed by the third party.
 - iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
 - v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the

third party will comply with all requirements under Education Code section 47604.1, including the Ralph M. Brown Act ("Brown Act"), the Public Records Act and conflict of interest rules.

- c. The District shall review, and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party, which shall not be unreasonably withheld; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. **State Funding and Accountability Requirements/Financial Reporting.**

- a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.
- b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- c. The Charter School shall comply with the fiscal reporting requirements set required by law. To the extent that the Charter School is required to submit records or information to the District, the Sacramento County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.
- d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:
 - i. Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.

- ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year at a regularly-scheduled meeting of the Charter School's Board of Directors.
 - (1) The report shall include the following:
 - (a) All available mid-year outcome data related to metrics identified in the current year's LCAP.
 - (b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.
- iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.
- iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.
- v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.
- vi. Submit the LCAP or annual update to the District and Sacramento County Superintendent of Schools.
- vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.
- f. The Charter School shall comply with all applicable accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time.
- g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.
- h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code Section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the

Charter School to verify the accuracy of the payment amount, including a completed version of the CDE's in-lieu of property taxes payment calculator. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.

- i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall be used in compliance with applicable legal requirements pursuant to Education Code Section 41370(a).
- j. The Charter School shall notify the District in writing before it obtains a loan, incurs a debt, or sells receivables in an annual amount greater than two hundred fifty thousand dollars (\$250,000). The written notification shall set forth the amount of the loan, debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, and the plan for repayment if a loan or debt. All loans, incurring of debt, factoring, and sales of receivables shall be authorized in advance by the Charter School's Board of Directors (unless the Board of Directors delegated authority to a specific employee to make such decisions up to a specific dollar threshold) and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information reasonably requested by the District regarding any such loan, debt, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, debts, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.
- k. All loans of funds made by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.
- l. Fiscal Reporting Timelines. The Charter School shall annually prepare and submit the reports to the District and the Sacramento County Office of Education in the

format dictated by the Sacramento County Office of Education for charter schools in the County.

- m. **Cash Flow.** Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not provide a line of credit for the Charter School. The District shall cooperate in good faith and in a timely manner with the Charter School to ensure the Charter School's receipt of charter school funding, including, but not limited to, providing confirmation of good standing on required forms as needed for particular grants.
- n. Should the **Growth Public Schools** Charter School, separate from **Growth Public Schools** nonprofit corporation], 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 **Growth Public Schools** any public funds held by or for the **Growth Public Schools** and any assets of the **Growth Public Schools** purchased with public funds shall be distributed in accordance with the terms of the Charter.

15. **Governance and Organizational Management.**

- a. **Posting of Information.** At all times it is operational, the Charter School will have the following information posted on its website and will update the posting as soon as reasonably practical whenever the following information changes:
 - i. The phone number and email address for the Charter School's principal, or equivalent position.
 - ii. Roster of current Board of Directors members and a means of contacting the Board.
 - iii. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will have an opportunity to participate in meetings.
 - iv. Board of Directors meeting agendas and, when available, approved meeting minutes. All agendas shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- b. **Board Member Composition/Student Representation.** The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.

- c. Board Meetings. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.
- d. Ethics Training. The Charter School shall comply with the ethics training requirements under AB 2158 (2022) requiring that board members complete two hours of specified ethics training at least once every two years, and that the Charter School maintain records of compliance as provided in Government Code sections 53234-53235.2.
- e. Brown Act Training. Members of the Board of Directors, its officers, and other senior administrative staff who regularly attend Board of Directors meetings will receive Brown Act training on an annual basis or once every two years if Brown Act training is included as part of the Charter School's two-hour ethics training program. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.
- f. Board Policies. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:
 - i. *Conflict of Interest.* The Charter School and its employees shall comply with a conflict of interest code in accordance with the Political Reform Act. Board of Directors members and impacted Charter School employees will receive training regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and impacted Charter School employees have participated in conflict of interest training, which may be satisfied if conflicts of interest training content is included as part of the Charter School's two-hour ethics training program per AB 2158.
 - ii. *Internal Fiscal Controls.* The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District upon request. Such policies and procedures are subject to review to verify that they are being implemented.
 - iii. *School Safety Plan.* The Charter School shall develop a school safety plan consistent with the requirements of Education Code section

32282(a)(2)(A)-(K), as well as subsection (L) if the Charter School serves students in any of grades 7-12, inclusive. The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.

- iv. *Student Discipline.* Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code section 47605(c)(5)(J), 47606.2, and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.
- v. *Admissions.* Policies and procedures regarding admission into the Charter School, including the general open enrollment period, lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

16. **Admissions.**

a. Enrollment and Admissions Documents.

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as soon as reasonably practical whenever the information changes:
 - (1) Procedures for application, the public random drawing (if applicable), enrollment, and admission into the Charter School.
 - (2) Application and enrollment forms and information for prospective families.
 - (3) The notice developed by the CDE pursuant to Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").
 - (a) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. **Student Enrollment, Data, and Reporting.**

- a. Attendance Accounting and Reporting. The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance (“ADA”) and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District’s attendance officer in a timely manner and before each report’s submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).
- b. Annual Enrollment List. Upon request, for charter schools participating in the District’s nutrition services program or any District program that relies on direct reimbursement, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student’s full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.
- c. Data on Efforts to Achieve Balance Among Student Groups. The Charter School shall submit to the District, upon request, a report on the Charter School’s efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School’s progress is monitored.
- d. CALPADS. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System (“CALPADS”). The Charter School agrees to be considered an “Independent Reporting Charter School,” which means that it elects to obtain and maintain Statewide Student Identifiers (“SSIDs”) for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System – Online Reporting Application (“CBEDS-ORA”). The Charter School shall ensure that coding of student information conforms to the District’s student information system requirements.

- e. The Charter School shall provide written notice to the District and the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. **Personnel.**

- a. Teacher credentials, clearances, and permits shall be maintained by the Charter School and shall be subject to periodic inspection by the District if needed.
- b. All teachers shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use emergency permits, waivers, and local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC, and from the Sacramento County Office of Education as applicable, for individuals in the same manner as a school district.
 - i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- d. All employees of the Charter School, volunteers (including parents) who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, and employees of contractors who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, such as certain vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 44237, and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were

conducted and received for all employees prior to employment and applicable volunteers prior to assignment, as well as documentation that vendors have warranted that they have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee if they have not received full clearance.

- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5.
- g. **Growth Public Schools** is the exclusive public-school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All individuals working at the Charter School are employees, volunteers or contractors of the **Growth Public Schools**. The **Growth Public Schools** shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.
- h. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- i. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. If the Charter School makes any changes to the employee handbook or other personnel policies, it will provide a copy to the District upon request. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions, including termination, (if any, and this language shall not be construed to change the at-will nature of employment or other contractual terms of employment that may be set forth in collective bargaining agreements), compensation and benefit information, and a description of complaint procedures that employees may pursue as applicable. The District understands that employee handbooks may only summarize policies and procedures governing employees, that there may be other sources of policies, standards, obligations, and procedures governing employee conduct, behavior, and expectations, and that employee handbooks do not vary the contractual and

legal rights of the Charter School that may operate independently from the employee handbook with respect to the employee-employer relationship.

- j. 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 making these arrangements through the Sacramento County Office of Education or the District, as applicable.

19. Educational Program and Reporting.

- a. A list of core instructional materials by grade and content will be made available to the District within a reasonable time frame after receipt of a written request from the District.
- b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.
- c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- d. The Charter School shall comply with all applicable federal and state law concerning the instruction of English Learners.
- e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.
- f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures upon request, unless the most recently updated policies and procedures are already in the approved charter or posted and readily available on the Charter School's website. All student discipline policies shall be included in the Charter School's student/parent handbook or made available on the Charter School's website.

- g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students.
- h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day.

20. **Special Education and Related Services.**

- a. Legal Relationship. The following provisions govern the application of special education to students of the Charter School:
 - i. The Charter School shall be its own local educational agency (“LEA”), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area (“SELPA”).
 - ii. The Charter School will serve as its own LEA for purposes of special education and, 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 designated instruction and services in conformity with their respective individualized education programs (“IEPs”) and in compliance with the IDEA (20 U.S.C. §§ 1400 *et seq.*), related California law, and their corresponding implementing regulations.
 - iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties’ respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.
- b. Non-Discrimination and Access. No student shall be denied admission to Charter School due to a disability or a suspicion of a disability. The Charter School shall not “counsel out” any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.

- c. Section 504 and ADA. The Charter School shall comply with Section 504 and the Americans with Disabilities Act (“ADA”). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.
- d. Special Education Funding.
 - i. The Charter School shall comply with the funding model adopted by the assigned SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.
 - ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys’ fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.
- e. Insurance. The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.
- f. Indemnification. The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys’ fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School. This indemnity and hold harmless provision shall exclude claims, damages, losses, causes of action, suits, and demands, caused by the negligence or any intentional acts of the District, including its officers, directors, or employees, as well as any claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys’ fees, and costs resulting from or arising out of the provision of special education and related services while attending a District school.

21. **Transportation.** The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.
22. **Health and Safety.**
- a. **Compliance with Laws.** The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:
 - i. ***Child Abuse Mandated Reporting.*** The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 *et seq.*), including child abuse and neglect identification and reporting and mandated reporter training requirements.
 - ii. ***Nutritionally Adequate Free or Reduced-Price Meal.*** To the extent the law continues to provide funding for this purpose, the Charter School shall provide breakfast and lunch free of charge, and with adequate time to eat, during each school day to any student who requests a meal, without consideration of the student's eligibility for a federally-funded free or reduced-priced meal, with a maximum of one free meal for each meal service period, in accordance with applicable law. The meals provided shall be nutritionally adequate meals that qualify for federal reimbursement.
 - iii. ***Immunizations.*** All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.
 - b. **Non-Discrimination and Anti-Harassment.** The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to charter schools.
23. **Title IX Compliance.** The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
- a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.

- b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.
- c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).

24. **Facilities.**

- a. This MOU covers terms of facility occupancy regardless of facility ownership. If the Charter School occupies a District-owned facility, the terms of that agreement will be detailed in a separate Facility Use Agreement.
- b. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s). The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually or as otherwise required by law at its facilities and that they are maintained in an operable condition at all times. If the Charter School is utilizing a District facility, the Charter School and the District will coordinate annual testing. The Charter School shall conduct emergency response drills as required and shall maintain records of such drills.
- c. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy, as well as its legal right to use its site and any ancillary facilities (e.g., a lease agreement) and that such facilities will be adequate to house the student population and implement the Charter School's educational program.
- d. The Charter School shall not change facilities without a notification to the District and, possibly, a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new

facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.

- i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay, if either are available at the time of notification. In circumstances where the address of the temporary location or the duration of stay are not known within three (3) days, the Charter School shall notify the District of this information in a timely manner and without delay once it becomes available to the Charter School.
- e. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.
- f. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, conditional use permits, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. **Insurance/Risk Management.**

- a. The Charter School will independently obtain and keep in effect during the Term of this Agreement liability insurance coverage to cover the operations of the Charter School. The Charter School shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a charter school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School. The Charter School agrees to name the District as an additional insured on all certificates of insurance.
 - i. If for any reason, the specific insurance types, coverages, and limits specified below or by the District are not available or become unavailable to the Charter School in the insurance marketplace within the range of commercially reasonable rates (i.e., the rates generally paid by charter schools and school districts in California for similar insurance), the Charter School shall procure or arrange for the next best commercially reasonable and available coverage in consultation with the District. In such circumstances, the obtained coverage shall be deemed to satisfy the provisions of this section regarding insurance.

- ii. General Liability. The Charter School shall maintain Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence and Fifteen Million Dollars (\$15,000,000) aggregate for bodily injury, personal and advertising injury, and property damage and with tail coverage for a period of ten (10) years after termination of the Charter. If comprehensive or commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately 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).
- iii. Workers' Compensation. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers and employees.
- iv. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- v. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Fifteen Million Dollars (\$15,000,000) claims made total. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.
- vi. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.

- vii. Cyber Coverage. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Four Million Dollars (\$4,000,000) per occurrence.
- b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- c. The Charter School shall add the District and its Board members, officers, officials, employees, agents, and volunteers, as named additional insured on all its insurance policies.
- d. The Charter School must adhere to claim reporting requirements in its insurance policies, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the District or its representative in the investigation and defense of a claim.
- e. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- f. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes material changes to its insurance policies, it must notify the District within ten (10) days of doing so.
- g. The Charter School is responsible for proper handling and disposal of all hazardous materials generated in the operation of its program. Should the Charter School not address this, the District will remove the materials and charge the Charter School for the cost of disposal.
- h. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.
- i. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.
- j. The Charter School agrees to indemnify and hold harmless the District and its agents, employees, assigns against any and all claims, losses, damages, monetary

awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its Board members, officers, employees, representatives, agents, and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School including but not limited to the delivery of special education services.

26. **Dispute Resolution.** Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.
27. **Closure.** If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(O) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.
28. **Additional Provisions.**
 - a. **Non-Assignment.** Neither Party shall assign its rights, duties, or privileges under this MOU, nor shall either Party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
 - b. **Enforceability.** The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this MOU. Should the District determine that the Charter School has failed to comply with a material condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.
 - c. **Notices.** Any notice, documentation, and/or information required or permitted to be given under this MOU 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 facsimile transmission, or

received by e-mail, addressed as set forth below. A Party may change the below contact information upon written notice to the other Party:

If to the District: Sacramento City Unified School District
Attn: Superintendent's Office
CC: Amanda Goldman, Director, Innovative Schools
5735 47th Avenue
Sacramento, CA 95824
Email: Superintendent@scusd.edu

If to the Charter School: **Growth Public Schools**
Attn: **Audria Johnson, Executive Director**
9320 Tech Center Drive, Sacramento, CA 95826
Email: **ajohnson@growthps.org**

- d. Severability. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- e. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants regarding the specific subject matter of this MOU, except as may be expressly set forth in this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

GROWTH PUBLIC SCHOOLS

Superintendent Signature

Lisa Allen, Superintendent

Print Name and Title

Dated _____

Charter Leader Signature

Audria Johnson, Executive Director

Print Name and Title

Dated _____

Date of District Board of Education approval/ratification: _____

Date of Charter Board of Directors approval/ratification: _____