

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PANAMA-BUENA VISTA UNION SCHOOL DISTRICT
AND
FRINK SCHOOL INC, A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING A CHARTER SCHOOL NAMED WILLIE J FRINK COLLEGE PREP**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made and entered into as of the last date reflected below by and between the Panama-Buena Vista Union School District ("District") and Frink School Inc, a nonprofit public benefit corporation duly organized under the laws of the State of California and operating a charter school named Willie J Frink College Prep (collectively "Frink" or "Charter School"), (collectively, "the Parties").

RECITALS:

- A. The District is a California school district existing and operating under the laws of the State of California.
- B. Frink developed and submitted a petition for a charter school to be located inside the boundaries of the District in Bakersfield, California. The petition was conditionally approved by the District, subject to the approval of this Agreement, on August 8, 2023, with an initial term from July 1, 2024 through June 30, 2029.
- C. The Parties to this Agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating students within the public-school system and improving student learning through performance-based accountability.
- D. By approving the charter petition, the District became the authorizer of the Charter School, and will perform oversight functions as required by law.
- E. The Charter School plans to commence serving students in the 2024-2025 school year and perform startup operations before July 1, 2024, in order to be prepared to serve students on the date when instruction commences.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.
- G. Guidelines regarding the Charter School's program, operation, structure, and obligations in operating the Charter School are set forth in the Charter Petition, incorporated herein by reference.
- H. The operations of the Charter School shall be in compliance with the laws and regulations of the State of California as they pertain to charter schools.
- I. The fundamental interests of the District are, on a continuing basis, to be reasonably assured the Charter School is:
 - a. Implementing the provisions of the Charter and this MOU as approved.
 - b. Obeying all applicable requirements of federal, state, and local laws and regulations.
 - c. Operating prudently in all respects.
 - d. Providing a sound education for all of its students on an ongoing basis.
- J. The Parties recognize that there are a number of matters related to the operation of the Charter School and to the effective oversight of the Charter School that go beyond the provisions included in the Charter. The Parties also acknowledge that the general operation of the Charter School is appropriately carried out by the Charter School's Board of Directors, administrators, faculty, and staff. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of the District. Further, this MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

AGREEMENT

NOW THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, the Parties hereby agree the foregoing Recitals are correct and further agree as follows:

1. Term. This MOU shall be for a term of approximately six (6) years, commencing on the last date listed below and ending on June 30, 2029. However, either the District or the Charter school may, at its discretion, require a review, re-adoption, or renegotiation of this MOU every year, every other year, or as they deem necessary. This MOU is subject to termination for cause, as specified below, including revocation or non-renewal of the charter.
2. Renewal. If the Charter is renewed, this MOU shall be automatically renewed for the term of the charter, commencing on July 1, 2029, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 annually. In no event shall any MOU renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the District pursuant to the Education Code.
3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, as set forth in the Charter and subject to the terms and conditions set forth in this MOU, the Charter Schools Act of 1992, and any other applicable federal and/or State law. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School. The Charter School shall ensure that its name is correctly spelled in all notifications to the State and in its corporate documents.
4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU shall have the power and authority consistent with federal and State law and subject to other terms and conditions of this MOU to, among others: (1) contract for goods and services with the District and/or any third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with any third party for the use of facilities for school purpose and the operation and maintenance thereof, subject to jurisdictional limitations; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the Charter School; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other action as may be necessary and desirable to operate the Charter School in accordance with applicable law. The Parties agree that the enumerated list is not exhaustive of, nor intended to be exhaustive of, the rights of the Charter School to operate its educational program.
5. Charter School Governance. The Charter School will be governed by the Charter School's Board of Directors pursuant to its Charter and bylaws. At its election, the District's Board of Trustees may appoint a representative to be determined by the District, to serve as a voting member of the Charter School's Board of Directors in accordance with Education Code section 47604(c), and/or as the District's contact person with the Charter School in accordance with Education Code section 47604.32(a)(1).
6. Board of Directors Meeting. The Board of Directors of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through the implementation of effective board policies and procedures. Board of Directors meetings shall be conducted pursuant to the requirements of the Ralph M. Brown Act (Government Code section 54950-54962) and Education Code section 47604.1(c). Board of Directors adopted policies, meeting agendas, and meeting minutes shall be maintained and available for public inspection and during site visits by the District. For all regular and special meetings of the Board of Directors and all standing

committee meetings, the Charter School shall provide the District with written notification of the meeting, including a copy of the posted agenda and all documents being sent to the Board of Directors no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting and by posting on the school's website. Notice is deemed to be provided once the Charter School posts the meeting agenda on its website. Once approved by the Charter School's Board of Directors, the Charter School shall provide the District, if requested, a copy of the approved minutes of the meeting within five (5) calendar days. Board Members will be permitted to attend board meetings by teleconference or videoconference, as permitted by law and adopted bylaws. Additionally, the Charter School will supply all agendas, notices, and board materials to the District in a format suitable for website posting upon request by the District.

7. Facilities. The Charter School recognizes that its facilities must conform to any federal or State requirements that may be applicable to charter schools. The Charter School has indicated an intent to secure and pay for required facilities for administration and other purposes from a private party and will not be requesting Prop 39 facilities from the District for the initial two years of operation. A request may be made, per applicable timelines, for Prop 39 facilities to be provided for the third school year (2026-27). Should the proposed facility become unavailable to the Charter School, the Charter School will identify and secure an alternative location within the jurisdictional boundaries of the District. This will be accomplished as quickly as possible. The proposed alternative facilities will be identified to the District and submitted for District approval, which will not be unreasonably withheld. The Charter School shall be responsible for the upkeep, maintenance, operations, and insurance of its facilities. The currently identified facility requires modifications and upgrades to be suitable for use as a site-based educational program, and the Charter School will undertake and complete these required modifications sufficiently prior to the opening of the Charter School in 2024.
8. Equipment and Material. All equipment and materials purchased by the Charter School with Average Daily Attendance ("ADA") funding generated by students enrolled in the Charter School shall remain the property of the Charter School while the Charter School is operational and until the closure of the Charter School. If the Charter School is required to liquidate such equipment or materials to repay or return State funds upon closure of the Charter School or to repay creditors, all remaining net assets of the Charter School (after payment of all creditors), including equipment and materials purchased with ADA funding generated by students enrolled in the Charter School shall be distributed following the dissolution procedures outlined in the Articles of Incorporation to a California public educational institution and/or as amended by this MOU.
9. Independent Study. The Charter School warrants that its educational program meets the legal definition of classroom-based instruction. The Charter School shall request a material revision of the charter if it intends to offer non-classroom-based instruction for students that exceeds a duration of two (2) weeks and will comply with all written agreement and other requirements and applicable California statutory and regulatory requirements for independent study programs for any such short-term instruction provided to students.
10. Transportation. The Charter School shall be solely responsible for the direct cost of all transportation services, if any, including field trips provided by the Charter School for its pupils, and including transportation for students, if required, to enable students to meet with local industry partners. The District shall not be responsible for providing or paying any costs in connection with transporting any Charter School students at any time unless covered by a mutually agreeable MOU between the Parties. The Charter School shall be solely responsible for the direct cost of all transportation services for students with disabilities where indicated on their Individualized Education Program (IEP).
11. Administrative Services. The Charter School may contract with the District or with a reputable, bonded, and insured payroll contractor ("Vendor") to prepare payroll checks, tax and retirement withholding, and tax statements and to perform other payroll support functions. This provision of the MOU applies to administrative services including but not limited to payroll, Social Security, State Teachers' Retirement System ("STRS"), and/or Public Employees' Retirement System ("PERS") if offered, and contributions, accounting and fiscal services, including accounts payable billing, accounts receivable, and other duties as set forth in the Charter. The Charter School shall be solely responsible for the direct cost of all other

administrative services provided by the District to the Charter School, including but not limited to the following: Special Education Administrative Oversight, if any; Staff Development; Fiscal Services (beyond oversight), miscellaneous consulting services, as needed and requested by Charter School, and the District's statutory oversight fees.

The Charter School will establish and oversee a system to prepare attendance reports. The Charter School will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the correct tax, retirement, disability, and withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be documented on checks separate from payroll checks. Upon the hiring of staff, a personnel file will be established with all appropriate payroll-related documentation, including a federal I-9 form, tax withholding form, retirement data, and use of sick and vacation leave.

12. Fiscal Services. The Parties agree that the District shall not act as a fiscal agent for the Charter School. It is understood that the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting, and state budget forms but may contract with the District for services by way of a separate mutually acceptable written agreement. To the extent that the District is required to submit financial forms on behalf of the Charter School, the Charter School is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District and in accordance with this MOU. The Charter School agrees to follow processing schedules and other District business office procedures.
13. Pupil Records. The Charter School shall at all times maintain Charter School pupil records, including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school facilities located within District boundaries. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for the purpose of verifying that the Charter School follows all state and federal laws in its Charter and the MOU. Charter School designates District staff responsible for such verification as "school officials," as that term is used in FERPA and regulations.
14. Notice to Parents/Guardians. Annually and upon the District's request, the Charter School shall provide to the District a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Act ("FERPA").
15. Complaint Procedure. Any complaint/concerns received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School in a timely manner, for resolution by the Charter School. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that the Charter School inform the District of how such concerns/complaints have been addressed and the Charter School agrees to provide such information.
16. Family Educational Rights and Privacy Act ("FERPA"). Employees of the Charter School who have a legitimate educational interest are entitled to access student's education records under 20 U.S.C. section 1232g, FERPA and Education Code section 49076(b)(6). The Charter School, its officers, and employees shall comply with FERPA at all times. In addition, it is agreed that the District has an educational interest in the education records of the Charter School, including Special Education records, such that the District shall have access to those records for reasons that include, but are not limited to, records requests, complaints, attendance, and enrollment verification, school closure, and any required oversight function. Records, at a minimum, shall include emergency contact information, health and immunization dates, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code section 60604, et seq.
17. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprints, criminal record summaries, and subsequent arrest information for all Charter School employees in positions requiring any contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all subcontractors and vendors whose duties require more than limited contact with Charter School students to submit

fingerprints in accordance with Education Code section 45125.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee fingerprint verification information available to the District upon request.

18. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness, or willful misconduct, the Charter School will defend and indemnify the District and its respective trustees, officers, employees, agents, and volunteers from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligation under this MOU or its sole and separate negligence or willful misconduct. It is the express intent of the Parties to provide the District the broadest indemnity protection available, consistent with applicable laws, and any doubts shall be resolved in favor of indemnifying the District. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.
19. Insurance Coverage. The Charter School shall procure from an insurance carrier licensed to do business in the State of California and maintain in full force during the term of the charter, at its own expense, at least the following insurance coverage:
 - a. Property Insurance: Property insurance shall cover replacement costs if offered by the insurance carrier, including coverage for all assets listed in the Charter School's property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
 - b. General Liability: General liability insurance shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, personal injury, civil rights claims (including employment discrimination), and property damage.
 - c. Workers' Compensation: Workers' compensation insurance is adequate to protect the Charter School from claims under Workers' Compensation laws and within statutory limits.

The Charter School will also institute risk management policies and practices to address reasonably foreseeable occurrences and provide the District with a copy of the policies and certification that such policies and practices have been instituted.

The Charter School's insurance policies shall include the following: (1) a clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice stating the date of cancellation or reduction has been mailed to the Panama-Buena Vista Union School District. Date of cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice," (2) language stating in particular who is insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its trustees, officers, employees and agents are named as additional insureds by way of endorsement to the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The certificates shall also include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance program or self-insurance carried or maintained by the District or its Governing Board. Each insurance company shall be an insurer admitted to do business in California with a "VIII" or better rating according to the current edition of Best's Insurance Reports.

The certificates shall provide thirty (30) days written notice to the District of any modification, change, or cancellation of the above insurance coverage. The District may request evidence of insurance coverage during the site visits. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of the Charter School.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Charter School and any approval of said insurance by the District or its insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed

by the Charter School pursuant to this MOU, including but not limited to, the provisions concerning indemnification.

20. Special Education Services and Section 504

- a. The Charter School has indicated an intent to apply for membership in the District SELPA and will become a member of that SELPA or another SELPA and will operate as its own Local Education Agency ("LEA") status for the purpose of receiving special education funding and providing special education and related services. The Charter School will attain LEA status prior to commencing operations with pupils. If unable to attain LEA status, the Charter School will request a material amendment to the charter, and if approved, the Parties agree to negotiate an amendment of this MOU to cover actual circumstances, including District operation of special education and services and the required equitable contribution toward District-wide special education costs.
- b. The Charter School shall be solely responsible for the Charter School's compliance with the Individuals with Disabilities Education Improvement Act (20 U.S.C. sections 1400 et seq.) (hereinafter "IDEIA"), including but not limited to any and all costs to provide special education and related services to the Charter School's students, including transportation and contracting with qualified service providers. As such, the Parties understand and agree that the Charter School shall at all times be solely responsible for compliance with the IDEIA in all aspects and for providing students with exceptional needs who attend the Charter School a free and appropriate public education in compliance with the IDEIA. The Charter School shall comply with all policies and procedures adopted by the SELPA. The Charter School shall defend and indemnify the District and its respective trustees, officers, employees, agents, and volunteers from and against any and all actions, suits, claim demands, and losses and shall pay all costs, including the District's attorneys' fees associated with any due process hearing or legal action arising out of the Charter School's provision of special education and/or related services to former students of the Charter School, students attending the Charter School, or students seeking to enroll in the Charter School.
- c. The Charter School shall be solely responsible for complying with all requirements of Section 504 of the Rehabilitation Act, including but not limited to holding Student Study Team meetings, developing and implementing Section 504 Accommodation Plans, and responding to complaints filed with the Office for Civil Rights as a function of the general education program.
- d. Any potential funding from Assembly Bill 602 for special education shall be based on the SELPA's funding allocation plan and be apportioned in the same manner as any LEA within the SELPA.

21. Oversight Monitoring. Oversight monitoring of Charter School shall be in compliance with applicable law, District policy, this MOU, and the terms of the approved Charter. At either Party's request, the Charter School and District personnel shall meet monthly to discuss areas of concern, review, and monitor records and student progress.

22. Admission. In accordance with Education Code section 47605(e)(2) and the Charter, in the event enrollment demand exceeds capacity, eligible students shall receive an enrollment preference as specified in the charter.

23. Supervisory Oversight, Facilities, and Other Fees. In consideration for the actual costs of supervisory oversight by the District, the Charter School shall pay for the 2024-2025 school year the amount of one percent (1.0%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"), as "revenue" is defined in Education Code section 47613(f). "Supervisory oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only (as it may be amended). "Revenue" for purposes of these calculations shall not include Charter School fundraising activities, private donations, or any other source of income developed by the Charter School. The parties recognize that the District will incur costs in connection with the performance of such supervisory oversight and non-oversight activities and that it is not in the best interests of either party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such matters. For this reason, the parties agree the reasonable value of the services shall be deemed to be the percentage stated hereinabove. The District shall use reasonable efforts to maintain auditable records of such costs and expenses. Should the foregoing provisions be deemed by a court of competent jurisdiction to violate the law or otherwise be unenforceable, the Parties agree the oversight fee shall be

set at a reimbursement cap of up to one percent (1%) of revenue for each school year. Payment by the Charter School shall be made in accordance with the provisions of Paragraph 25 below.

24. Direct Funding, Use of Funds, and Reserves.

- a. To the extent that Charter School is required to submit records or information to the Kern County Office of Education or the District in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient (agreement not unreasonably withheld) and in accordance with the law.
- b. The Charter School shall elect to receive its apportionment funds directly, in accordance with Education Code section 47651(a). These funds shall be forwarded to an account established for the Charter School at a federally insured commercial bank or credit union. In addition, the Charter School may maintain an account with the County Treasurer as soon as such an account is available. The Charter School's bookkeeper/back-office provider will reconcile the Charter School's ledger(s) with its accounts in the County treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The chief financial officer and/or finance committee of the Charter School Board will regularly review these statements, and a copy of the monthly statements will be provided to the District. The Charter School will deposit all funds received as soon as practicable upon receipt. A petty cash fund may not exceed \$1,000.00 may be established with an appropriate ledger to be reconciled twice monthly by a Charter School administrator, who shall not be authorized to expend petty cash. The Charter School recognizes that the District shall have no responsibilities for funding the Charter School beyond the actual funding received for the Charter School.
- c. To safeguard the Charter School's financial stability, the Charter School may maintain annual reserves of no less than one (1%) percent of the total expenditures at the end of year two; two (2%) percent of the total expenditures at the end of year three; and three percent (3%) of the total expenditures at the end of year four; and uses of the Charter School's most recently adopted budget for the fiscal year. An explanation of any projected drop in reserves below the three percent level as of year five must be included in the Budget Assumptions and Narratives.
- d. SELPA payments, if any, to the Charter School shall follow the SELPA's funding allocation plan. The Charter School understands that any delay in state or federal special education funding shall not delay services provided by the Charter School in any way. The Charter School agrees to provide funding above and beyond state and federal special education funding should it be necessary and not depend on the District for any advanced payments, reimbursements, or other costs towards the Charter School's Special Education services in any manner.

25. Payment Schedule. The Charter School shall pay the required oversight fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (Unaudited Actuals deadline per California Education Code) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to offer and deduct any such fees or payments from in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset.

26. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU.

27. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter

School within five (5) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any.

28. Grants. The Charter School and the District may cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for the development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District or the Charter School.
29. Charter School Budget, Expenditures, Reports, and Audits. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion, and in compliance with LCFF, LCAP and/or other required plans. Such policies will include, but are not limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provides a high degree of protection of the Charter School's assets; and (3) all transaction are recorded and documented in an appropriate manner that allows reporting to the rate as required by the District, the County, or California Department of Education.
30. The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. State-required financial reports shall be forwarded to the District by the date specified in this MOU.

The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

The Charter School shall prepare and submit to the District the following financial information reports using the state software or the Charter School Alternative Reporting Form, according to the following schedule:

- a. On or before July 1 of each year, a preliminary budget.
- b. On or before December 15, an interim financial report that reflects changes through October 31.
- c. On or before March 15, a second interim financial report that reflects changes through January 31.
- d. On or before September 15, a final unaudited report for the full prior year.
- e. LCAP as and when adopted.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services.

The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices. The Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be reviewed and approved by the Charter School's Executive Director/Principal or designee to determine whether the proposed expenditure is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or a contracted back-office provider. To ensure segregation of record recording and authorization, the back-office provider may not co-sign check requests or purchase orders.

31. Bonds. In the event that the District seeks and receives voter-approved bond(s), parcel taxes, etc., the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance or unless otherwise required by law. The Charter School agrees that it has no entitlement to funds being received, if any, by the District under former parcel tax or bond elections.

32. Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. The District shall have no obligation for repayment.
33. Cash Flow. By mutual agreement and separate MOU that outlines conditions, terms, and rates, the District may enter into arrangements to advance funds to the Charter School or may provide a line of credit for the Charter School as long as such agreements do not reduce or delay the resources assigned to the students of the District.
34. Personnel and STRS/PERS Reporting Requirements.
- a. All applicants for positions with the Charter School will be considered through an open process, and if hired, will enter into an employment agreement with the Charter School. The Charter School is independent of the District, and any District employees who choose to work at the Charter School shall resign their status as employees of the District and all of their rights and benefits thereof. All persons employed by the Charter School shall not be deemed to be employees of the District for any purpose whatsoever. The Charter School's employees shall have no employment rights with the District.
 - b. The Charter School will develop and maintain an Employee Handbook detailing the rights and responsibilities of all Charter School employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation in the 2024-2025 school year, and by August 1 of each subsequent year, the Charter School shall provide the District with a copy of the Employee Handbook. The Charter School may annually update and revise the Employee Handbook to reflect changes in the law and/or policies. The Charter School shall be solely responsible for the hiring and compensation of Charter School employees, including but not limited to salary health benefits, sick leave, vacation, and retirement benefits. The District shall have no obligation to provide beginning teacher support or assessment to any Charter School teacher employee.
 - c. No later than September 1 of each school year, the Charter School shall provide the District proof of employment of appropriately credentialed, full-time equivalent teachers at the Charter School for that school year consistent with the qualification requirements for "Teachers" set forth in the charter and applicable law. The Charter School shall comply with applicable credentialing laws such as Education Code sections 47605(l) and 51747.5(a).
 - d. The Charter School will confirm that it has elected not to participate in STRS or PERS, instead offering Social Security. The Charter School will comply with all reporting and contributions required by that program. If the Charter School should elect to participate in the STRS or PERS programs, the Charter School shall enter into a contract with STRS/PERS and provide the District written notification and a copy of such agreement prior to the hiring of any Charter School employee. The District shall receive the Charter School's STRS/PERS school-level reporting and submit the information required to create any final county-wide reports required by STRS/PERS and submit such final reports to the retirement system on behalf of the Charter School. The Charter School shall pay the District the actual costs for these reporting services, pursuant to Education Code section 47611.3. The Charter School shall timely upload its preliminary STRS/PERS payroll file and/or information required by the STRS/PERS systems, making corrections as indicated by the respective systems, and thereafter shall submit to the District all such necessary information to file final county-wide reports with STRS/PERS. The Charter School shall be solely responsible for the content and accuracy of the information provided to the District.
35. Suspensions and Expulsions. In addition to the procedures set forth in the Charter, the Charter School shall ensure that pupils suspended from the Charter School are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the pupil's suspension from school. Whenever a pupil is expelled from the Charter School, the Charter School shall notify the pupil and the pupil's parents or guardians in writing of the pupil's duty to attend another school or the public-school district in which the residency of either the parent or legal guardian is established. The Charter School shall also notify the public-school district in which the residency of either the parent or legal guardian is established whenever a pupil is expelled from the Charter School.
36. Mandated and Other Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational

agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such report in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as required by law.

37. Attendance Reporting, School Calendar, and Other Data. The Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The electronic data file shall be in the CDE Required Principal Apportionment software format (e.g., PASR), and signed certifications will accompany hard copies of documents by given due dates.

An enrollment database will be developed and maintained by the Charter School, which identifies all students enrolled in the Charter School by grade level, including students who do not complete the school year for any reason, students who are expelled or otherwise removed, and students who transfer during or in between school years. The database will be available to the District on request.

In addition to submission of the electronic data files, upon the District's request, the Charter School shall submit to the County hard copies of all backup attendance documents (e.g., monthly summary reports that support the reported ADA).

The Charter School shall submit enrollment and demographic information to the California Basic Education Data System (CBEDS) or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School, as well as documentation of efforts to comply with the racial and ethnic pupils, special education pupils, and English learner pupils balance requirements of Section 47605(c)(G) and of Section 47605(e).

38. Educational Program. The Charter School shall comply with all applicable state and federal laws pertaining to the Charter School, including but not limited to California Education Code sections 47600 et seq. and Title 5 of the California Code of Regulation, sections 11960 et seq. as these laws and regulations may be amended periodically during the term of this Agreement.
39. Assessments and CAASPP Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote success. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State curricular competencies as required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of CAASPP testing and the total number of CAASPP tests to be administered to Charter School pupils. The Charter School shall institute measures to ensure the security of all testing materials.

40. Annual Report. Beginning with the second year of operation, by February 1 each year, the Charter School shall prepare a written School Accountability Report Card ("SARC") that includes the specific items required by federal and state law, including demographic information, school safety and climate for learning, academic data, school completion, class size, teacher and staff information, curriculum and instruction, postsecondary preparation, and fiscal and expenditure data.
41. Financial Records. Upon the District's request, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from the District pursuant to Education Code section 47604.3.
42. Compliance with Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence that the Charter School is in compliance

- with all such requirements and shall provide the District with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirement for such funding.
43. Legal Services/Other Service. The Charter School will be responsible for procuring its legal counsel and the costs of such services.
 44. Termination for Cause. If the District provides non-oversight services under this MOU, the District may terminate any such services upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by the Charter School of a District demand for payment and notice of intent to terminate services. Charter School may suspend payment under this MOU for cause upon sixty (60) days advance written notice to the District of a violation by the District of the terms of this MOU.
 45. Annual Review and Miscellaneous. The Charter School shall participate in an annual review conducted by the District of all programs offered at the Charter School, including their effectiveness and student achievement. Nothing herein shall preclude the Parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.
 46. Independent Contractor Status. The Parties to this MOU intend that the relationship created by this MOU is that of an independent contractor and not an employer/employee. No agent, employee, or servant of either Party shall be deemed to be an employee, agent, or servant of the other Party except as may be expressly acknowledged in writing.
 47. Construction, Violation and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California. A violation of any material requirement of this MOU may also be enforced as a violation of the charter approved by the District. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of Kern, State of California.
 48. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the Parties.
 49. Annual Review of MOU. The Parties agree to review this Agreement annually. By February 1 of the then-current year, both Parties may present proposed revisions to the MOU (if any). If there is no agreement to the proposed revision(s) by March 30 of the current year, then the existing MOU will continue in effect until mutually modified, except that the MOU shall expire upon the expiration, rescission, or revocation of the charter.
 50. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Party's duly authorized representatives. The writing shall indicate the intent of the Parties to alter the MOU and contain specific reference to the Charter and to this MOU, which it alters, amends, or modifies. The Agreement may be amended by the Parties at any time during the school year.
 51. Charter Material Revisions. Changes to the charter deemed to be material revisions may not be made without District consideration and District Board of Trustees approval. Amendments to the charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
 - b. Changing to (or adding) a non-classroom-based program if originally approved as a classroom-based program.
 - c. Proposed changes in enrollment that differ by more than 20 percent +/- of the enrollment originally projected in the charter or as approved by the District in a subsequently revised charter.
 - d. Addition or deletion of grades or grade-levels to be served.
 - e. Expulsion or involuntary removal offenses/process, except when made to align with changes in law.
 - f. Changing the location of facilities and/or adding new sites.
 - g. Admissions preferences.
 - h. Substantial changes to the governance structure.
 52. Representatives. The duly authorized representative of the Charter School is the Frink School, Inc. Board of Directors or designee. The duly authorized representative of the District is the District Superintendent or designee.
 53. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

- 54. Nondiscrimination. The Charter School covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220.
- 55. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District following approval of a material amendment.
- 56. No Waiver. No waiver of any provision of this MOU shall be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- 57. Survival. All representations, warranties, and indemnities made herein shall survive termination of this MOU.
- 58. Charter/MOU Disagreements. Notwithstanding anything to the contrary, if there are any disagreements or inconsistencies between the MOU and the charter petition, the provisions of this MOU shall apply and amend the terms of the charter unless specifically noted otherwise herein. Both parties shall meet to amend the Agreement or the charter to achieve consistency as necessary.
- 59. Amendments to Charter. Attached hereto as Exhibit A and incorporated herein as though set forth verbatim is a list of items that either amend the charter as approved by the District or require additional information and/or action to be taken prior to the commencement of services to students.
- 60. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopy or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of 10/24, 2023.

FOR CHARTER SCHOOL

By:

Dr. Arleana Waller
 Founder/Head of School
 Willie J Frink College Prep

FOR DISTRICT

By:

Bryan Easter
 President, Board of Trustees
 Panama-Buena Vista Union School District

EXHIBIT A

The Charter School will amend the charter to address the following areas:

SPECIAL EDUCATION – SELPA INFORMATION

- Finalize SELPA Membership into P-BVUSD SELPA.
 - Charter School is required to apply for membership into the Panama-Buena Vista Union SELPA by November 30, 2023 to ensure that the district SELPA Local Plan, which is to include the Charter School as a Local Education Agency (LEA) member of the SELPA, is prepared and ready to submit to CDE by June 30, 2024. If the school will not be joining the P-BVUSD SELPA, inform the District by November 1, 2023 of the SELPA in which membership will be sought.

DESCRIPTION OF VISION, MISSION, AND EDUCATIONAL PROGRAM

- Adopt a plan to address specific goals and strategies to meet the needs of SWD who are also English Learners.
- Submit description of actions and strategies the Charter School will utilize to meet the needs of ELs.
- The Charter School will create policies and procedures to ensure that the English Language Learner Program complies with all California Education Code requirements applicable to charter schools for English Language Learners, including identification, EL Parent Notifications, reclassification criteria/guidelines, and EL instruction (Designated and Integrated ELD). Procedures should provide at least 30 minutes of Designated ELD daily, as outlined in the California ELA/ELD Framework.
- The Charter School will ensure that any student externship/mentorship programs held on or off campus comply with charter board-approved policies, which ensure compliance with applicable legal student supervision and student safety requirements, attendance accounting standards (if applicable), and course credit requirements (if applicable). The Charter School will ensure that all students, regardless of economic status and transportation availability, will have equal access to any externship programs offered by the Charter School.

MEASUREABLE STUDENT OUTCOMES

- Clarify the school's LCAP development process and expectations.
 - Submit the specific measurable steps for each action
 - [Example. P-BVUSD LCAP](#)
- Outline specific, measurable outcomes for each sub priority goal and action.
 - Submit an outline with specific measurable outcomes for each sub priority goal and action
 - [Example. P-BVUSD Goal 1: Measurable Outcomes Goal 1: Specific Actions](#)
[Example. P-BVUSD Goal 2: Measurable Outcomes Goal 2: Specific Actions](#)

STUDENT PROGRESS MEASUREMENT

- EL: IEP and 504 Assessments
 - Charter School will utilize the Alternate ELPAC Assessment for EL students with IEPs or 504s if applicable.

GOVERNANCE STRUCTURE

- Clarify the terms of office and amend the Charter School's bylaws
 - Submit updated list of Board of Directors noted on page 78 of the petition with accurate dates for "Term End" in alignment with the bylaws. Notify the District Superintendent within 30-days of any turnover in the Board of Directors.
 - Amend bylaws to permit "interested" persons who are compensated employees to hold seats on the Board of Directors, or amend charter and list of Board of Directors members to indicate no employees will be board members. Submit amended bylaws to District.
- Clarify specific policies and internal controls.
 - Submit updated policies that define the internal controls that will be in place to prevent or detect fraud or embezzlement, including how these policies will be implemented and monitored.
- Adherence to Ed Code section 47605(n).
 - State how the Charter School shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school.

HEALTH AND SAFETY PROCEDURES

- Charter School Safety Plan.
 - The School Safety Plan is required by Education Code section 47605(c)(5)(f) to be adopted by March 1 annually. Submit Charter School's Safety Plan for review to the District's superintendent by December 1, 2023 (pending subsequent revisions based on facility location).
 - Example: P-BVUSD [Comprehensive School Safety Plan](#)
- Comply with EC section 49406 - TB Screening
 - Except as otherwise provided, all certificated and classified employees must have submitted to a tuberculosis risk assessment within the past 60 days prior to employment.
- Mandated child abuse reporting.
 - State law requires that all employees and substitute employees are mandated reporters for suspected child abuse and neglect, and Charter School will provide mandated reported training
- Natural disaster and emergency preparedness.
 - Charter School will ensure compliance with emergency preparedness standards.
 - Example. P-BVUSD [Safety and Emergency Plans](#)
- Required immunization, vision, hearing and administration of medication.
 - Comply with California immunization requirements, please visit cdph.ca.gov under the Shots for School - Immunization Branch.
 - Vision and Hearing Screening: (In Compliance with C.E.C. 49455) "Requires that a child's vision shall be appraised upon first enrollment in a California school district at a California elementary school and at least every third year thereafter until the child has completed the 8th grade.
 - AB 1810 (CEC 49468, et seq) The Charter School will, upon receipt of a parent's request for a trained school employee to administer emergency anti-seizure medication, notify the parent that their child may qualify for services or accommodations such as a 504 Plan and IEP and to assist the parent with the exploration of that option.
- Health and safety related policies and procedures or the date by which they will be adopted and submitted to the authorizer.
 - Submit required state reports to the District's superintendent for review at least one month prior to state reporting deadline.
 - Example: [P-BVUSD HEALTH AND SAFETY](#) -Immunizations (E.C. sections 49403, 48216 and 48853.5; Health and Safety Code sections 120335, 120370, 120372, 120372.05 and 120375; 17 CCR 6025-6051, 6055 and 6070; 42 USC 11431.

- Notification to students, parents and guardians on how to access student mental health services on campus/or in the community.
 - The Charter School will comply with AB 988, AB 748, and AB 58 regarding mental health services on campus or in the community.

ADMISSION POLICIES AND PROCEDURES

- Address the omission that the assurances will not negatively impact the racial, ethnic and unduplicated pupil balance the Charter School strives to reflect.
 - Ensure that the projected student enrollment and targeted student population for recruitment will not negatively impact the racial, ethnic and unduplicated pupil balance the Charter School strives to reflect.

STAFF RETIREMENT SYSTEM

- Staff Retirement System
 - Submit updated statement, including revised budget assumptions if needed, indicating which retirement options will be offered to employees (STRS, PERS and/or Social Security) and make the budget and charter consistent on what is offered to employees concerning retirement.

DISPUTE RESOLUTION PROCEDURES

- Uniform Complaint Procedures
- Submit a description of the Charter School's internal dispute process, and provide the annual date by which the Uniform Complaint Policy and Procedures will be provided to parents, students, Board members, volunteers, and staff.

SCHOOL CLOSURE

- Transfer and Maintenance of Personnel Records
 - In the event of a school closure, the Charter School will handle the transfers and maintenance of personnel records in accordance with applicable law.

REQUIRED SUPPLEMENTAL CRITERIA

FINANCIAL AND ADMINISTRATIVE PLAN

- Budget Assumptions
 - Submit an updated budget reflecting expenditure assumption accounting for the cost of Classified Substitute staffing
 - Once there is clarity on the retirement options that will be provided, submit an updated budget reflecting the costs associated with those retirement options
 - Submit an updated budget after adjusting multi-year expenditure assumptions to include the current +3.0% inflation rate average over the next four years
 - Submit an updated budget to reflect costs associated with capital facilities improvements needed once final location has been determined and disclosed
 - Submit an updated the budget to reflect corrected assumptions in the Charter School Facilities Grant Program Funding
 - Submit an updated budget reflecting revenue projection using current State Lottery revenue allowances

- Submit the timeline of the Charter's application for the SB 740 Charter School Facilities Grant Program
- Ensure that any instructional time used to claim Average Daily Attendance will be claimed only for those teachers who are appropriately credentialed and only for students who are under the immediate supervision and control of appropriately credentialed staff.
- LCAP
 - The District encourages early drafting and adoption of the LCAP so that the proposed budget can be reviewed to ensure compliance with LCAP Goals & Actions and ensure ongoing fiscal solvency.

FACILITIES

- Location of Facility
 - Submit a lease agreement or similar documentation that includes the address of the Charter School's physical location, and which includes assurances that all required safety mechanisms (e.g., fencing, adequate play area, fall protection, classroom security, and required restroom facilities), will be in place prior to the opening of school in 2024.
- Ensure ADA accessibility
 - Charter School to ensure Federal compliance with ADA accessibility.
- Budget Assumptions
 - Submit an updated budget to reflect costs associated with capital facilities improvements needed once final location has been determined and disclosed

SPECIAL EDUCATION

- Equitable contribution toward district-wide special education costs
 - Submit an updated budget, which reflects how the exact equitable contribution toward district-wide special education costs will be calculated, only necessary should Charter School not become an LEA for special education purposes.
- Notifying the District's SELPA when a student with a disability enrolls, becomes eligible or ineligible, and/or leaves the Charter School
 - The Charter School will notify the District's SELPA within ten (10) business days of when the school becomes aware that a student with a disability enrolls, or becomes eligible or ineligible, and/or leaves the school.
- Evidence that the Charter School has consulted with the P-BVUSD SELPA
 - The Charter School needs to apply to be part of the P-BVUSD SELPA by 11/30/23. In addition, there needs to be evidence that the charter has consulted with the district to specify the specific areas of special education responsibilities that will be under the charter and a draft application of SELPA policies, or assurances that such policies would be created.
- Assurances that the charter will comply with IDEA
 - The Charter School must create language that indicates that it will comply with all provisions of IDEA, and it must also indicate that no student will be denied admission to the charter on the basis of disability or lack of available resources within the Charter School.
 - The Charter School will develop the process to be followed when calling a Student Study Team (SST) meeting for student academic or behavior concerns.
- Charter as Independent LEA within SELPA - Costs within assurance process
 - The Charter School has full responsibility for any legal fees related to the application and assurance process when applying to be an Independent LEA within the P-BVUSD SELPA.

ENFORCEMENT OF AMENDMENTS AND SUPPLEMENTAL INFORMATION REQUIREMENTS

The school agrees that being ready to serve students with appropriately credentialed teachers, a safe and compliant facility, a solvent budget, and experienced leadership are essential requirements for opening the school. Within ninety (90) calendar days of the effective date of this MOU (January 24, 2024), the school will either present the District with the documentation identified herein as documents to “submit” or will not open the school. Charter School may either delay opening until the 2025 school year or will close the school and terminate the charter. The parties agree that if Charter School fails to elect either option, this constitutes a severe and imminent threat to the health or safety of the pupils. A violation of this MOU is a serious violation of the charter and is grounds for the District to revoke the charter under the authority of Education Code section 47607(g).