

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN JUAN UNIFIED SCHOOL  
DISTRICT AND  
CALIFORNIA MONTESSORI PROJECT - SAN JUAN CAMPUSES**

This Memorandum of Understanding (MOU) is executed by and between the Board of Education of the San Juan Unified School District {"District"} and California Montessori Project-San Juan Campuses ("CMP"), operated by and as California Montessori Project, a California non-profit public benefit corporation {the "Non-Profit"}. CMP has been granted charter school number 0776 by the California State Board of Education. Collectively, CMP and the District shall be referred to as the "Parties."

**RECITALS:**

- A. The District is a school district existing under the laws of the State of California.
- B. CMP submitted a renewal petition (the "Charter") on January 14, 2021, which the District approved on April 13, 2021, for a five (5) year term beginning on July 1, 2021, through June 30, 2026, contingent upon the development and District Board of Education approval of a MOU. A prior MOU was agreed upon, effective July 1, 2019, through June 30, 2021.
- C. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest.
- D. If any provision of this MOU is inconsistent with the Charter, the terms of the Charter shall prevail.

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

**AGREEMENTS:**

- I. **TERMS:**
  - A. The term of this MOU is for three (3) years, from July 1, 2021, through June 30, 2024.
  - B. This MOU is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this MOU.
  - C. The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.
  - D. Any modification of this MOU must be in writing and executed by the duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this MOU.

1. The duly authorized representatives of CMP are the superintendent and the Chair of the Board of Directors of CMP or CMP as a whole.
  2. The duly authorized representatives of the District are the Board of Education ("Board") and the District's superintendent or designee. For purposes of any amendment to the Charter, the Board is required to take action.
  3. The District reserves the right of approving amendments, material revisions, and/or revoking the Charter as specified in Education Code section 47607.
- E. CMP shall ensure that its name, California Montessori Project-San Juan Campuses, is correctly spelled in all notifications to the state and in all corporate documents.
- F. The Charter for CMP is for a transitional kindergarten through eighth grade school population.

## II. **ADMINISTRATIVE SERVICES**

- A. In accordance with Education Code section 47613, the District may charge for the actual costs of supervisory oversight not to exceed one (1) percent of the revenue of CMP. Revenue is defined as (subject to changes in the State Funding model): CMP ADA multiplied by the Local Control Funding Formula (LCFF) to include base, supplemental, and, if eligible, concentration grants. This payment will be made in one annual payment after receipt of funding based on P2 reports to the State of California.
- B. CMP and the District agree that "supervisory oversight," as used in Education Code sections 47613 and 47604.32, shall include the following:
1. All activities related to the Charter renewals, revocation, and processes as described in Education Code section 47607.
  2. Activities relating to monitoring the performance and compliance of the CMP with respect to the terms of its Charter, related agreements, and all applicable laws.
  3. Participating in the dispute resolution process described in the Charter.
  4. Review and timely response to CMP's Annual Independent Fiscal and Performance Audit.
  5. Identification of at least one District staff member as a contact person for the CMP.
  6. Visitation to the CMP at least annually.
  7. Ensuring that CMP provides all reports required of charter schools by law and the provisions of this MOU.

8. Monitoring the fiscal condition of the CMP.
9. Providing timely notification to the California Department of Education if any of the following circumstances occur:
  - Renewal of CMP is granted or denied.
  - The Charter is revoked.
  - CMP ceases operation for any reason.

C. In addition to supervisory oversight responsibilities and the oversight fee described above, should CMP request so in writing, the District shall also provide the CMP with the following services and CMP shall compensate the District as follows:

1. Facilities: Should CMP choose to use any District facilities, the terms and conditions of such use shall be in accordance with a separate memorandum of understanding for that purpose.
2. Business and/or Administrative Support Services: Should CMP choose to have the District provide business and/or administrative and support services, if available, by the District, the terms and conditions of such shall be in accordance with a separate memorandum of understanding.
3. State Teachers Retirement System (STRS): If the District is utilized for STRS reporting, and should CMP choose to have the District provide this service, the CMP shall reimburse the District for the actual costs of administration of STRS records and submission of required reports.
4. Meal Service: CMP assumes responsibility for ensuring that the CMP's meal program, if any, complies with all federal requirements and state/local health regulations. The District agrees to make available through the Child Nutrition Department nutritionally adequate breakfast and lunch means to CMP upon negotiation of a separate memorandum of understanding.

D. CMP shall retain the authority to contract with third parties for any services required to operate CMP in accordance with the law, this MOU, and the approved Charter.

1. CMP will contract with EdTec for services which may include, but not be limited to the following services: monthly payroll; issuance of W2s; tax deposits; maintenance of the General Ledger; deposit and enter cash receipts; assist *in* purchasing and AP processing; print and mail all AP checks; process and submit state financial reports as required during the year; assist in the development and revision of the budget; complete monthly cash flow reports; generate revenue and expense reports; and facilitate auditor's requests.
2. CMP will receive centralized services from the Non-Profit as identified in CMP's annual budget.

3. Prior to contracting with any other entity as primary provider of back-office, business, and/or administrative services, CMP shall provide timely notice (which shall be no less than ten (10) business days) to the District's Board of Education or designee, to provide the District a reasonable opportunity to express its concerns, if any.
  4. CMP, prior to finalizing this MOU, shall provide the District with the written agreement between CMP and the Yuba County Office of Education (YCOE) Charter SELPA (effective July 1, 2021) for special education services. CMP will notify the District if any changes are made to this agreement after its effective date.
- E. Additional services may be contracted by CMP from the District, if available, pursuant to a separate written agreement between the Parties.

### III. PROGRAMMATIC AUDIT

After receipt of statewide mandated performance assessment results, CMP's Administrator or designee will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the Charter and such other information requested by the District relating to CMP's performance. This section does not limit the District's statutory authority to make reasonable requests for information at any time during the year.

### IV. FUNDING

- A. To the extent CMP is required to submit records or information to the District or the Sacramento County Office of Education in order to confirm funding, those records shall be prepared by CMP in a format acceptable to the recipient.
- B. As established by Education Code section 47630 *et. seq.*, CMP shall receive funding under the charter school funding model as follows:
  1. "General-purpose entitlement" means an amount computed by the Local Control Funding Formula (LCFF) pursuant to Education Code section 42238.02 as implemented by Education Code section 42238.03. In-lieu property taxes and state aid are also included pursuant to Education Code section 47632, if applicable
  2. Should CMP be entitled to lottery funds, such funding is as identified in and pursuant to Education Code section 47638.
  3. A variety of state and federal application-based programs, as well as various grant opportunities exist. Except as otherwise noted in this MOU, it shall be the responsibility CMP to apply for any and all funding that is beyond the basic statutory entitlement.
  4. Any additional funds negotiated by CMP in accordance with Education Code section 47636.
- C. CMP has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1).

- D. The District shall provide funding in lieu of property taxes to CMP as required by law. Monies will either be electronically transferred to CMP's bank account or a check will be mailed to CMP by the fifteenth (15<sup>th</sup>) day of each month as required by law. The District shall have the right to withhold any amounts owed by CMP to the District which have not been paid to the District more than sixty (60) days after the District requests payment in writing to CMP with an explanation of the amounts owed.
- E. In addition to the funding specified above, the parties recognize the authority of CMP to pursue additional sources of funding.
  - 1. The District has no obligation to apply for additional sources of funding for CMP.
  - 2. CMP shall cooperate fully with the District in any funding applications made by the District on behalf of the students of CMP
  - 3. CMP agrees to comply with all regulations related to expenditures and receipt of such funds.
  - 4. The District shall cooperate fully with CMP in any funding applications made by CMP.
- F. CMP agrees that all revenue obtained from the District shall only be used as set forth in the approved charter and any authorized amendments, or as otherwise permissible by law.

**V. LEGAL RELATIONSHIP**

- A. CMP is operating as a non-profit, public benefit corporation. Members of the Charter Board and all officials of CMP shall file with the District and all other required entities, copies of all Fair Political Practice Commission conflict of interest forms, or forms that may otherwise be required by law, i.e., a Statement of Economic Interests which is required under the Political Reform Act by the Fair Political Practices Commission which are required of public-school district board members and officials, and shall abide by an adopted conflicts code.
- B. The Parties agree and understand that all employees of CMP shall be employees of the Charter School and not the District, and that the Charter School shall be the exclusive public-school employer for the purposes of collective bargaining as provided in Government Code section 3540 *et seq.*
- C. CMP agrees to pay any and all attorney's fees and costs incurred by the District, the District's insurer, and/or its Joint Powers Authority ("JPA"), that provide liability or property coverage to the District, that are incurred in any successful effort by the District, the District's insurer, and/or JPA to invoke or enforce the indemnification and insurance provisions of this MOU. Any successful effort includes, but is not limited to: 1) the District prevailing in any litigation against CMP, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this MOU, and 2) voluntary acceptance of the indemnification and insurance provisions of this MOU by CMP or its insurance providers. All fees and costs incurred by the District, the District's insurer, and/or

JPA, after the District, the District's insurer, and/or JPA has requested in writing that CMP or its insurance provider comply with the indemnification and insurance provisions of this MOU, shall be paid to the District, the District's insurer, and/or the JPA, whichever has paid the fees and costs. The District agrees that this written notice shall provide CMP a minimum of thirty (30) days' notice to allow the Charter School adequate time to respond to such notice. CMP shall not be obligated to indemnify the District, the District's insurer, and/or its JPA for any claims, demands, actions, causes of action, suits, administrative actions, proceedings, losses, expenses, costs, penalties, obligations, or liabilities resulting from the District's, the District's insurer, and/or its JPA's sole negligence, sole active negligence, or willful misconduct. In the event any action is instituted by a party to enforce or interpret any of the terms and provisions contained in this MOU, the prevailing party in such action shall be entitled to its reasonable attorneys' fees, costs and expenses.

- D. The Parties recognize that the Non-Profit operating CMP is a separate legal entity. The Non-Profit operating CMP shall be operated as a non-profit public benefit corporation under Education Code section 47604. As such, in accordance with Education Code section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for any and all debts or obligations of the Non-Profit, CMP and/or its employees or for any and all claims arising from the performance of acts, errors, or omissions by the Non-Profit, CMP, and/or its employees.
- E. Any complaints/concerns received by the District about any aspect of the operation of CMP or about CMP shall be forwarded by the District to CMP in a timely manner. 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 CMP inform the District of how such concerns/complaints were addressed. CMP agrees to provide such information.

## **VI. FISCAL RELATIONSHIPS**

- A. To the extent that the District is required to submit financial forms on behalf of CMP, CMP is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District. CMP agrees to follow processing schedules and District business office procedures.
- B. **AVERAGE DAILY ATTENDANCE:** CMP will be responsible for its daily and monthly attendance accounting. CMP will submit the attendance reports in accordance with the District format and State law and regulations to the District's attendance officer. These reports will be submitted to the District at least one (1) week prior to the county submission due dates for the CMP's P1, P2, and annual attendance periods. These dates will be part of CMP's annual calendar development. Such attendance information will be included in the annual independent audit of CMP.

CMP will report to the District the names of the students who have newly enrolled in CMP, including their name, address, grade level, and the student's prior district and school. In the case of Kindergarten students, CMP will report the school they would have attended if they are determined to be residents of the District. This will occur on the CBEDS reporting date and by February 15, of each year of

this MOU, and during the annual report (without student names), or as otherwise required by law. CMP will report the names of the students who have disenrolled from CMP along with the reason for disenrollment (i.e., returning to district of residence, drop out, expulsion) and where the student intends to attend school, if known, upon CMP's action of dropping the student. CMP will report to the last known school district of residence by letter all students who dis-enroll in accordance with Education Code section 47605(e)(3). To the extent known, CMP will report to the District any student who plans to reenroll in the District promptly upon learning of the disenrollment.

- C. ANNUAL AUDIT: CMP shall be responsible for having an annual independent fiscal audit completed of the entire CMP operation in accordance with all applicable laws. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools formed as non-profit corporations. CMP's annual audit will be completed and forwarded to the chief financial officer of the District, the County Office of Education, the State Controller's Office, and the California Department of Education on or before December 15, of each year of this MOU.

CMP shall submit audit findings and corrective action plans to the District and the County Office of Education by March 15, of each year of this MOU, succeeding the completion of an audit. Audit exceptions must be resolved to the satisfaction of the District's governing board.

- D. In the event that the District seeks and receives voter approval for a general obligation bond, parcel taxes, or similar financial instrument, CMP shall have no entitlement to any portion of the funds unless negotiated in advance or unless otherwise required by law. CMP agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.
- E. CMP agrees it shall establish a fiscal plan and provide a copy of this plan to the District, for repayment of any loans received by CMP in excess of twenty-five thousand (\$25,000.00) in advance of receipt of such loans. It is agreed that any and all loans sought by CMP shall be the sole responsibility of CMP and the District shall have no obligation for repayment nor shall the District guarantee repayment of any such obligations.
- F. Absent written agreement otherwise, the District shall not advance any funds to CMP. Absent written agreement, the District shall not provide a line of credit for CMP.
- G. CMP shall maintain a minimum of 3% of the total budgeted expenditures, transfers out, and other uses of funds of CMP as a reserve account for economic uncertainty at the end of each fiscal year. Reserve account, for purposes of this section, shall be defined as cash on hand.
- H. CMP shall annually prepare and submit the following reports regarding CMP to the District and the County Superintendent of Schools in the format dictated by the County Superintendent of Schools:

1. On or before June 25, of each year of this MOU, a preliminary budget for the upcoming year and projections for the next two (2) years.
2. On or before September 10, of each year of this MOU, unaudited actual data for the full prior year.
3. On or before 45 days after the Governor signs the annual Budget Act, a revised budget including any revisions in revenues and expenditures that have been made to its budget to reflect the funding made available by the Budget Act.
4. On or before December 10, of each year of this MOU, an interim financial report reflecting changes through October 31, of the applicable year. This interim report shall include projections of year-end balances and projections for the next two (2) years thereafter.
5. On or before March 10, of each year of this MOU, a second interim financial report reflecting changes through January 31, of the applicable year. This interim report shall include projections of year end balances and projections for the next two (2) years thereafter.
6. CMP shall develop and monitor its budget in accordance with established laws and regulations. CMP will utilize and develop an annual budget development and monitoring calendar. This calendar shall be forwarded to the District by December 1, of the prior year. State required financial reports shall be forwarded to the District by their due date, and no later than the dates of submission that are established by law.

## **VII. FISCAL CONTROLS**

- A. CMP shall adopt and meet generally accepted accounting principles and shall adopt and maintain policies to ensure CMP's funds are used to most effectively support CMP's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate and lawful fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized in accordance with amounts specified in the adopted budget; (2) CMP's funds are managed and held in a manner that provide a high degree of protection of CMP's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education, or the California Department of Education.
- B. Segregation of Duties: CMP will develop and maintain simple warrant requests and purchase order forms to document the authorization of all expenditures. All proposed expenditures must be approved by the Superintendent or designees who will review the proposed expenditure to determine whether it 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 CMP site or contracted bookkeeper. To ensure segregation of record recording and authorization, the CMP bookkeeper may not co-sign check requests or purchase orders.



- C. Banking Arrangements: CMP will maintain accounts with the Sacramento County Treasurer and US Bank. CMP may have a revolving and clearing account in a recognized banking institution for such items as food service deposits. CMP will also have accounts with recognized banking institutions for associated student body activities. CMP's bookkeeper will reconcile the CMP's ledger(s) with its accounts in the County Treasury and operating checking accounts 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 Superintendent or designee, and the CMP School Board designee will regularly review these statements. CMP will deposit all funds received as soon as practical upon receipt. A petty cash fund may not exceed one thousand dollars (\$1,000.00) and may be established as needed with an appropriate separate ledger to be reconciled monthly by the CMP's designee, who shall not be authorized to expend petty cash.
  
- D. Purchasing Procedures: All purchases over ten thousand dollars (\$10,000.00) must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Superintendent or designee shall not approve purchase orders or warrant requests lacking such documentation. All purchases in excess of thirty thousand dollars (\$30,000) must have prior approval from the charter board, all documentation shall be available for such purchases showing that at least three (3) vendors were contacted and such documentation shall be maintained for at least three (3) years by CMP.
  
- E. Property Inventory: The Superintendent or designee shall establish and maintain an inventory of all non-consumable goods and equipment over five thousand dollars (\$5,000.00). In addition, an inventory shall be established and maintained of all electronic and computer equipment. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting CMP's assets. Property will be inventoried on an annual basis.
  
- F. PERS/STRS: If CMP decides to offer existing or new employees of CMP the opportunity to participate in STRS or PERS, CMP shall be responsible for making these arrangements through the County Office of Education or the District as applicable.
  
- G. Property and Liability Insurance: CMP's Board of Directors shall ensure that CMP retains appropriate property and liability insurance coverage. Property insurance shall be for replacement costs and have limits of the total insured value of CMP's contents and personal property. CMP shall carry general liability insurance including broad form contractual liability coverage or its equivalent with limits of no less than two million dollars (\$2,000,000.00), occurrence based, providing coverage for, among other things, negligence, contractual liability, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability including, but not limited to, discrimination of CMP, its Board, officers, agents, employees and/or students per occurrence and five million dollars (\$5,000,000.00) general aggregate. Limits are to be applicable to CMP and shall not be eroded by any other losses arising out of the operations for any other charter school run by the Non-Profit or any other Montessori or Charter school. The District shall be named as additional insured by way of endorsement to this policy.

The Directors and Officers Liability Insurance, including Employment Practices Liability Insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than twenty - five thousand dollars (\$25,000.00) per occurrence. The District shall be named as additional insured on this policy. A copy of all required insurance policies including all liability and property damage policies, evidencing the District named as an additional insured shall be provided to the District within two (2) weeks of the effective date of this MOU.

- H. Indemnification and Hold Harmless: CMP shall comply with the indemnification requirements outlined in the approved charter.
  - I. Additional Insured Endorsement: The District, its elected and appointed officers, agents, employees, volunteers, contractors, and representatives shall be listed as Additional Insured as respects the operations of CMP or its successors. Coverage shall include, but not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "SJUSD, its elected and appointed officers, agents, employees, volunteers, contractors, and representatives shall be listed as Additional Insured as respects the operations of CMP, and their successors performed under the terms of the agreed upon Memorandum of Understanding."
  - J. Certificate of Insurance: Prior to commencing services pursuant to this MOU, CMP shall provide certificates as evidence of the existence of the insurance required by this MOU, on insurance certificates executed by a duly-authorized agent of CMP's insurance provider. Such certificate shall include the Endorsements described in this MOU as attachments.
  - K. Workers' Compensation: CMP shall provide Workers' Compensation coverage as required by California law, and in signing this MOU, makes the following certification: "CMP is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Memorandum of Understanding." Prior to commencing services pursuant to this MOU, CMP shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this MOU, on an insurance certificate executed by a duly-authorized agent of CMP's insurance provider.
- Injury and Illness Prevention: CMP shall maintain and enforce an injury and Illness Prevention Program as required by State law, and in signing this MOU, makes the following certification: "CMP is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of the agreed upon Memorandum of Understanding." The Injury and Illness Prevention Plan shall be available to the District upon request.

## **VIII. HUMAN RESOURCES MANAGEMENT**

Employees CMP are solely the employees of the Charter School. As such, CMP shall have the sole responsibility for employment management, dismissal, and discipline of its employees.

CMP will conform to the laws regarding background checks, fingerprinting, and credentialing. Teachers of core academic subjects shall be held to the same credentialing standard as teachers in the public schools. No CMP teacher shall be maintained in employment without compliance with Education Code section 47605(1)(1).

## **IX. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER**

- A. Oversight monitoring of CMP shall be in conformance with District Board policy and the terms of the approved charter. At the District's request, CMP and District personnel shall meet to discuss areas of concern, review and monitor records, and student progress. In addition, CMP shall furnish the District with an annual report (utilizing the District's template) and evaluation, as well as an annual LCAP Plan and LCAP Annual Report, approved by CMP's Board prior to June 30 of each year of this MOU, or any other reports required by law. The annual report, LCAP Plan, and LCAP Annual Report will complement and provide the basis of the on-site annual visit.
- B. CMP agrees to administer the current statewide mandated performance assessments. Results of such statewide assessments shall be provided to District within one (1) month of receipt by CMP.
- C. CMP's Board of Directors shall be responsible for operating CMP in conformance with the provisions of the approved charter and this MOU.
- D. It is agreed that the availability of instructional materials is critical to the learning process, including, but not limited to, state adopted textbooks and other materials that supplement the delivery of the Common Core curriculum. CMP recognizes that these instructional materials must be in adequate supply. The District recognizes that CMP will have flexibility with regard to the number of state adopted textbooks purchased by CMP due to the curriculum employed by CMP, so long as CMP has other adequate instructional materials that are aligned with the educational program described in the Charter.
- E. CMP agrees to prepare and publicly distribute recruitment materials in languages that represent the demographics of the District. These materials must be translated into any native languages spoken by fifteen (15) percent or more of District residents. Enrollment will be open to all students and CMP shall admit all pupils who wish to attend up to capacity.

## **X. SPECIAL PROGRAM/SERVICES**

In the event that either party to this MOU wishes to have its staff and/or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event. Such arrangements must be made with the appropriate site administrator or District personnel in advance and confirmed in writing.

## **XI. CHARTER SCHOOL POLICIES AND PROCEDURES**

- A. Copies of all CMP Policies and Procedures shall be provided to the District promptly upon adoption by CMP. Any revised, amended, or deleted policies shall also be forwarded to the District.
- B. CMP shall maintain an employment of relative (anti-nepotism) policy, which shall align with the approved charter. Additionally, persons related by blood or by marriage to a charter school employee shall not be appointed to a position where one relative would be in a supervisory position over another. Any employment of relatives outside of the restrictions herein noted must receive prior approval of the Charter School Board.
- C. CMP shall maintain a conflicts of interest policy, which shall be aligned to the Charter and provided to the District. This policy shall reflect compliance of the governance structure of CMP with the California Corporations Code and the California Government Code's Political Reform Act, and shall be updated and amended as soon as practicable to comply with any new requirements of California law applicable to charter schools. CMP agrees that it is responsible for complying with applicable ethics and conflicts of interest laws that may apply to it. CMP has not received advice or authorization from the District regarding its obligations under these laws.

## **XII. STUDENT RECORDS**

CMP hereby irrevocably designates employees of the District as having a legitimate educational interest such that they are entitled to access to education records of CMP students under 20 U.S.C.A 1232g, the Family Educational Rights and Privacy Act ("FERPA") and California Education Code section 49076(a) and (b). Charter School, its officers, and employees shall comply with FERPA and applicable California laws relating to student privacy rights at all times, including confidentiality of student records. If District access to student records is subsequently prohibited due to new legislation, court decision(s), or administrative agency determinations, the Parties agree to meet and amend this section accordingly.

## **XIII. BROWN ACT/PUBLIC RECORDS**

CMP shall fully conform to the Brown Act as set out in the California Government Code. The Brown Act requires school boards to conduct their business in a pre-announced open session with an agenda unless specific conditions exist that justify the meeting of a board in closed session. In addition, all of CMP's records that relate in any way to the operation of CMP, including without limitation all of the records of the non-profit corporation operating CMP, and any other entity to the extent it participates in the operation of CMP, are deemed to be subject to the requirements of the Public Records Act (Government Code section 6250, *et seq.*) as well as Education Code section 47604.3. The District and CMP recognize that the Public Records Act contains certain exceptions to disclosure requirements that may apply to certain CMP records, and CMP may assert that such exceptions apply in response to Public Records Act requests.

#### **XIV. LEGAL SERVICES/OTHER SERVICES**

CMP will be responsible for procuring its own legal counsel and the costs of such service(s). CMP reserves the right to subcontract any and all services specified in this MOU to the District and/or to public or private subcontractors as permitted by law and as available from the District. CMP shall immediately inform the District of any contracts it enters into that will materially impact the finances of CMP. For purposes of this section, contracts that materially impact the finances of CMP shall be contracts in excess of thirty thousand dollars (\$30,000.00).

#### **XV. NO AGENCY RELATIONSHIP**

No agent, employee, or servant of CMP shall be deemed to be the employee, agent, or servant of District except as expressly acknowledged in writing by the District. CMP will be solely and entirely responsible for its acts and for the acts of CMP's agents, employees, servants, and subcontractors while acting under CMP's direction during the entire term of this MOU.

#### **XVI. SEVERABILITY**

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

#### **XVII. NOTIFICATION**

All notices, requests, and other communication under this MOU shall be in writing and mailed to the proper address as follows:

To the District:  
Brian T. Ginter, Director, Admissions and Family Services  
San Juan Unified School District  
3738 Walnut Avenue  
Carmichael, CA 95608  
[brian.ginter@sanjuan.edu](mailto:brian.ginter@sanjuan.edu)  
(916) 971-7179

To the Charter School:  
Brett Barley, Superintendent  
California Montessori Project  
5330 A Gibbons Drive, Suite 700  
Carmichael, CA 95608  
[bbarley@cacmp.org](mailto:bbarley@cacmp.org)  
(916) 971-2432

This MOU contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. However, if any provision of this MOU is inconsistent with the charter petition, the terms of the charter petition shall prevail. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any party hereto which is not contained herein shall be valid or binding. The

undersigned acknowledge that they have not relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified in writing and by the mutual agreement of the Parties.


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

\_\_\_\_\_

Melissa Bassanelli

Superintendent of Schools  
San Juan Unified School District

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

  
Brett Barley Superintendent  
California Montessori Project

**APPROVED AS TO FORM:**

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

-----  
Fhanysha Gaddis, General Counsel  
San Juan Unified School District

Ratified by the Board of Education  
San Juan Unified School District

Date: \_\_\_\_\_