

**FINANCIAL AND OPERATIONAL AGREEMENT**  
**Between**  
**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT**  
**And**  
**SIERRA EXPEDITIONARY LEARNING SCHOOL**

THIS AGREEMENT is entered into as of July 1, 2023, by and between the Truckee Charter School Foundation dba Sierra Expeditionary Learning School, (hereinafter "Charter") a Charter School approved by the Board of Education of the Tahoe Truckee Unified School District pursuant to the California Charter Schools Act of 1992, and the Board of Education of the Tahoe Truckee Unified School District, a school district organized and existing under the laws of the state of California (hereinafter "District").

**RECITALS**

WHEREAS, the District granted a charter to the Sierra Expeditionary Learning School on March 19, 2014 pursuant to the terms of the California Charter Schools Act of 1992 and District Board Policy and California Administrative Code of Regulations;

WHEREAS, the approved charter establishes the contractual agreement between CHARTER and the District regarding educational program and curriculum; pupil performance standards and evaluation; student admission standards; general provisions for funding, employment, facilities and dispute resolution, as required by the Charter School Act;

WHEREAS, Sierra Expeditionary Learning School is a charter school established under the laws of California and operates as a non-profit benefit corporation;

WHEREAS, CHARTER and District desire to enter into an agreement setting forth the financial and operational terms and conditions for operation of CHARTER consistent with state law and District regulations;

WHEREAS, CHARTER acknowledges that it is accountable to the District Board of Education and subject to the ultimate authority of the Board for the performance of CHARTER and for the obligations of CHARTER under the terms of its charter and this agreement;

WHEREAS, the District acknowledges that CHARTER has substantial flexibility to achieve successful educational results in new and innovative ways under the Charter School Act, and desires to work with CHARTER in a cooperative manner to support CHARTER in order to provide maximum educational benefit to its students and that does not have an adverse impact on the education of other District students;

NOW THEREFORE, in consideration of the mutual agreements and covenants herein set forth, CHARTER and District agree as follows:

**ARTICLE 1**  
**TERM AND RENEWAL**

1.1 Term

This Agreement shall be effective for one year commencing on July 1, 2023 and continuing until June 30, 2024 provided that it is fully ratified and executed by both parties on or before July 1, 2023. The Agreement is subject to termination during the initial term and any renewal term under the terms and conditions set forth in Article 18.

1.2 Renewal

In no event shall any renewal term extend beyond the effective date of the charter granted by the Board of Education pursuant to Education Code 47605.

**ARTICLE 2**  
**DESIGNATION OF SCHOOL AND SCHOOL GOVERNANCE**

- 2.1 CHARTER subject to this Agreement is the Sierra Expeditionary Learning School, hereinafter referred to as CHARTER. CHARTER and its Charter Council shall be responsible for all functions of CHARTER subject to the terms and conditions set forth in this agreement.
- 2.2 Non-Profit Public Benefit Corporation  
The parties recognize that the Charter School operates as a non-profit public benefit corporation governed by its board of directors (“otherwise referred to as “Charter Council”). in accordance with Education Codes Section 47604 and therefore CHARTER governed by its Charter Council is a separate legal entity under the control and direction of its Board of Directors.
- Charter School shall maintain its status as a non-profit corporation as provided in Education Code 47604. CHARTER shall provide the District with a current copy of the Charter School Corporate Bylaws and shall immediately notify the District in writing of any changes and provide a copy thereof. The President of the Charter Council shall be the person responsible for providing said documents and updates to the District.
- 2.3 In accordance with state law, the District may designate a representative to the CHARTER Board as a non-voting member. Neither attendance nor participation in such meetings shall act or be interpreted as approval or action by the District.
- 2.4 The Charter Council shall conduct their meetings in conformance with the Brown Act, Government Code Sections 54950, et seq. CHARTER shall provide a list of their regular meetings for the upcoming school year to the District by each July 1<sup>st</sup>. CHARTER agrees to provide to the District a copy of the agenda for all special and regular meetings of the Charter Council at the time the agenda is posted.
- 2.5 The District maintains full authority to monitor the operation of CHARTER and shall have access to all records of CHARTER upon reasonable written request and in compliance with Education Code 47604.3.
- 2.6 CHARTER acknowledges that it shall comply with Government Code Section 87100 relating to Conflict of Interest and will comply with said requirements.
- 2.7 Statement of Facts Roster  
It shall be the sole responsibility of CHARTER to file, and update as required, the “Statement of Facts Roster of Public Agencies” as required by Government Code 53051. The current Statement of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of CHARTER to file an amendment to the Statement of Facts within 10 days after a change in any of the required information. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.
- 2.8 Student Enrollment  
**See Appendix B for MOU Agreement on student enrollment and classroom facilities**  
The parties agree that to the extent applications for enrollment exceeds capacity in any year of Charter School operation, final enrollment will be determined by a public random lottery. The format for the lottery shall be described in writing by CHARTER and be well publicized in advance.
- 2.9 Grade Levels Offered CHARTER will offer grades K-8. District Services. The District may provide Charter School students with instructional services for students in Transitional Kindergarten. Instructional services includes full integration into the District classes. Charter School must provide the District with five days written notice prior to a request for teaching services, and the District may reject the request due to inadequate personnel or facilities, or any other reason. Charter School students receiving instructional services from the District shall be referred to and enrolled in the District and funding for student shall remain with the District.

- 2.10 Notice of Projected Enrollment and Grade Levels  
On an annual basis, and no later than February 1<sup>st</sup> of each year, CHARTER shall provide written notice to the District of the estimated maximum enrollment anticipated and any proposed grade level offerings for the following school year.

CHARTER recognizes that such notice is critical to District planning for the next year. Failure to provide timely notice shall act to prohibit CHARTER from expansion in the following school year unless otherwise agreed to by the parties.

### **ARTICLE 3 DEFINITIONS**

- 3.1 Average Daily Attendance (ADA)  
The attendance of Charter School pupils while engaged in educational activities required of them by CHARTER, as defined in Education Code 47612 and Title 5, California Code of Regulations, Section 11960.
- 3.2 Fiscal Year  
The fiscal year shall be defined as starting July 1, and ending June 30.
- 3.3 Accounting Period  
A calendar month, twelve (12) of which shall constitute a calendar year.
- 3.4 Charge  
A fee established by the District for goods or services provided to the Charter appropriate to the program.
- 3.5 Deficit  
The excess of the total of Operating Expenses over Income.
- 3.6 External Source Funding  
Any state or federal categorical funds or other private or public grant or loan funds received by the District and/or CHARTER other than the state general purpose and categorical block grant computed pursuant to Education Code Sections 47633 and 47634, lottery funds pursuant to 47638 and any applicable special education funding pursuant to Education Code Section 47646.
- 3.7 Fund Accounting (SACS)  
The accounting systems of school districts and county offices of education are organized and operated on a fund basis. A fund is an accounting entity with a self-balancing set of accounts recording financial resources and liabilities. It is established to carry on specific activities or to attain certain objectives of an LEA in accordance with special regulations, restrictions, or limitations.
- 3.8 Site-Specific Operating Expenses  
All site-specific expenses include all costs directly attributable to the instructional programs at CHARTER site, including but not limited to:
- 3.8.1 Salaries and benefits for teachers, principal, instructional assistants, substitutes, clerical, custodial, and other staff generally associated with the school site.
  - 3.8.2 Instructional materials and supplies purchased and used by the school.
  - 3.8.3 Utilities directly associated with the operation of the school.
  - 3.8.4 Equipment and supplies purchased and used by the school.

**ARTICLE 4**  
**CHARTER SCHOOL REVENUE**

4.1 Charter School Revenues

CHARTER elects to receive its block grant funding directly, as established by Education Code 47630 et seq., in accordance with Education Code 47651 (a)(1). Accordingly, CHARTER shall receive:

4.1.1 A general purpose entitlement pursuant to Education Code 47633, which includes in-lieu property taxes and state aid.

4.1.2 Funding in accordance with current Local Control Funding Formula. New requirements.

4.1.3 Lottery funds, pursuant to Education Code 47638.

4.2 Other Funding Sources

CHARTER may apply for other state and federal categorical programs that are not included in the Block Grant pursuant to Education Code 47636(a)(1), including but not limited to K-3 class size reduction.

CHARTER may also apply for private grant funding. Any application that includes the District shall be approved in advance by the parties.

It shall be the responsibility of CHARTER to apply for funding from other sources.

4.3 The District shall transfer funding in lieu of property taxes to CHARTER in monthly installments by no later than the fifteenth of each month in accordance with Education Code 47635.

4.4 No Tuition or Fees

In accordance with the terms of its charter, CHARTER agrees that it shall not charge tuition as a condition for attendance at CHARTER. CHARTER agrees that it shall not charge fees to students or parents for participation in extracurricular activities, consistent with the California Supreme Court decision in *Hartzell v. O'Connell* (1984) 35 Cal.3d 899.

4.5 The District retains the right to inspect any and all information regarding sources of funding for CHARTER. CHARTER shall respond to all reasonable inquiries regarding financial records pursuant to Education Code 47604.3.

**ARTICLE 5**  
**CHARTER SCHOOL EXPENDITURES**

5.1 Charter School Accounts

CHARTER block grant funding, any additional categorical program funding, and lottery funds shall be held in a bank account chosen by the CHARTER. CHARTER will provide, at its own expense, personnel to work with the Placer County Office of Education or District to manage receipts and disbursements for CHARTER, according to the Placer County Office of Education fiscal procedures. Any contractor retained by CHARTER pursuant to Article 6, Section 6.2.2 to provide fiscal services to CHARTER will work in conjunction with the Placer County Office of Education and consistent with County procedures and practices.

5.2 Charter School Responsibilities

CHARTER shall pay for any costs which in its discretion are deemed necessary, and which comply with external source funding requirements, to operate CHARTER and its educational programs from the revenue it receives pursuant to Article 4.

Except as provided herein, or as required by law, the District shall not incur or pay any expense or enter into any agreement that relates to providing services to students who attend CHARTER or to the operation and maintenance of CHARTER.

CHARTER shall be primarily responsible for communicating with the State Department of Education on matters involving CHARTER. Where the District is obligated to make reports to the State Department of

Education on behalf of CHARTER, the District shall notify CHARTER of its reports prior to sending them to the State Department of Education.

5.3 Lottery Funds

CHARTER agrees that lottery funds shall be used for purposes consistent with state law and shall be used exclusively for the education of Charter School pupils, including, but not limited to, teacher salaries and benefits. No lottery funds shall be used to acquire real property, build school facilities, finance research, or serve any other non-instructional purpose, such as those related to school maintenance, business and administrative operations. Products designed for both instructional and non-instructional purposes may be purchased with lottery funds only when they will be used to benefit an educational program or activity.

5.4 Compliance with External Source Funding Requirements

The District and Charter School shall comply with all terms and conditions of any external source funding requirements applicable to funding received by the District on behalf of CHARTER or received directly by CHARTER. CHARTER shall expend such money solely on behalf of the designated students when so required by the funding source. Revenues received from external sources not expended during a fiscal year shall be carried over to the following fiscal year for expenditure on behalf of designated students when allowed by the funding source. Upon reasonable advance request by the District, CHARTER shall provide evidence to the District that 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 requirements for such funding. CHARTER shall specifically indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including attorney's fees, and/or any judgment rendered against the District or Charter School arising out of CHARTER's compliance with the external source funding requirements for those revenues retained by CHARTER as specified in Section 4.2 above excepting those actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including attorney's fees, and/or any judgment rendered against the District or Charter School arising out of District's compliance with the external funding source requirements.

5.5 Provisions Applicable to Indigent Students

CHARTER shall survey its student population for eligibility for free and reduced lunches or other subsidies under federal guidelines. CHARTER shall comply with applicable laws, rules, regulations and policies regarding free and reduced lunch or other federal subsidy programs.

**ARTICLE 6**

**CONTRACTED OPERATIONAL SERVICES**

6.1 Operating Services

CHARTER shall pay the following Service Fees:

6.1.1 Supervisory Oversight in accordance with Education Code Section 47613 in the amount of 3% of the CHARTER's previous fiscal year total general purpose and categorical revenue. This shall be paid to District by October 1<sup>st</sup> for the previous fiscal year.

6.1.2 Contract for Special Education services, provided by TTUSD to SELS. Contract to remain in effect for the life of SELS charter, or until dissolved by mutual agreement between SELS and TTUSD.

1. For Special Education purposes, SELS will operate as a school of the district.

2. TTUSD will retain all of SELS' SELPA funding provided by PCOE.

3. Special Education Encroachment. This amount is determined by considering the special education costs (Resources 3310, 3315, 3320, 3410, 6500, 6520) of the District for the prior fiscal year that are not paid for by state and federal special education funds ("encroachment"). The encroachment is divided by the Average Daily Attendance of the District at P-2 ("ADA") for the prior fiscal year (including Charter School students) and then

multiplying the results by the ADA of the SELS during the current fiscal year ("SELS Special Ed Encroachment"). Since SELS is funded differently than other TTUSD schools, and since this amount of funding has historically been

less, the encroachment fee will be determined by 1) Calculating the proportion of unrestricted funding per ADA between SELS and TTUSD (“Funding Ratio”) from the prior year; and then 2) applying this Funding Ratio to the SELs Special Ed Encroachment Fee; thus, 3) SELS will pay TTUSD a prorated Special Ed fee equivalent to the total SELS Special Education Encroachment multiplied by the Funding Ratio (e.g., if TTUSD per ADA encroachment is \$1000/ADA, and SELS is funded at a ratio of .70 when compared to TTUSD, then SELS would only pay only an encroachment of \$700/ADA). The revenues (i.e., funding) to be used in the calculation of the Funding Ratio are as follows:

A) TTUSD Unrestricted LCFF Revenues: This funding will consist of unrestricted revenues classified as LCFF Sources including reductions from transfers to the deferred maintenance fund and all in-lieu property tax payments to charter schools. TTUSD shall deduct from the unrestricted LCFF revenue totals, all contributions made to the following programs: Regular and Special Education Home to School Transportation, State Preschool, Food Service, and Special Education.

B) SELS Unrestricted LCFF Revenues: This funding will consist of unrestricted revenues classified as LCFF Sources.

4. On personnel matters, TTUSD has full oversight and authority. There is an understanding, however, that TTUSD will consider personnel feedback from the SELS Director, and that when possible, TTUSD will invite SELS personnel to be part of the hiring process.

6.1.3 Expanded Learning Opportunities Program (ELOP). The District will provide ELOP services to eligible Charter Students in grades K-6 at a District designated school site. For providing these services, the Charter shall pay to the District an amount equivalent to it’s annual State Apportionment for the ELOP, less the State approved indirect cost rate for the Charter.

## 6.2 Contracted Services

6.2.1 CHARTER agrees to purchase from District the optional services as specified on Appendix A.

The amounts to be charged by the District for these optional services will be calculated each year according to the District’s Charter School Financial and Operating Guidelines, as revised from time to time. The District will provide updated buyback costs for the current year after the books are closed for the current year or by December 1 of the current year.

The District agrees to provide, and be solely responsible for, delivery of the services specified by CHARTER in Appendix A, at the same level and to the same extent as that provided to each school site within the District.

6.2.2 CHARTER will hire or contract with a knowledgeable individual, firm or other public agency for all fiscal services of CHARTER including but not limited to payroll purchase orders, attendance reporting and preparation, completion and submission of state budget forms, budget monitoring and development. The contractor will implement payroll in conjunction with and consistent with the Placer County Office of Education procedures and practices. CHARTER will provide District a copy of the original contract for fiscal services on or before July 1, 2023 and any new contracts or revisions at the time the CHARTER approves the contract.

6.2.3 CHARTER will be responsible for procuring its own legal services and the costs of such services.

6.2.4 The District may charge CHARTER for the actual costs of District administration of CHARTER pupil expulsions.

## **ARTICLE 7** **FACILITIES AND EQUIPMENT**

- 7.1 District Facilities Use Agreement  
The District and CHARTER agree on the use of District facilities by CHARTER. This agreement shall be consistent with Proposition 39 and its implementing regulations and any other provisions mutually agreed upon by both parties. This agreement shall include the following facilities at the TTUSD District Office located at 11603 Donner Pass Road, Truckee, California: eleven (11) portable buildings (M1 through M12) use of the portable bathroom building, and use of the District Office gymnasium for twenty-one (25) hours per school week (based upon a flexible schedule as mutually agreed upon by both parties). The facility operations fee includes utilities, waste disposal, janitorial supplies, bathroom paper supplies and regular maintenance of the buildings. The facility operations fee specifically does not include snow removal and janitorial labor. The annual fee for the 2023-2024 fiscal year is \$39,000 to be paid to the District in equal monthly installments. The facility use for 2023-2024 and subsequent years shall be renegotiated by each May 1<sup>st</sup> preceding the upcoming fiscal year.
- 7.2 Inventories of Equipment, Goods, and Supplies  
CHARTER has the authority to purchase equipment, goods, merchandise and supplies. CHARTER shall maintain an inventory of all equipment, goods, merchandise and supplies purchased over \$500. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. Property shall be inventoried on an annual basis. In the event of CHARTER closure, inventories purchased with state block grant or state or federal categorical funds since the inception of this charter shall be distributed in accordance with the charter and the Articles of Incorporation and Bylaws of CHARTER, which shall specifically provide that all property and assets acquired with public funding after July 1, 2010 will be distributed to the District.
- 7.3 Purchasing Procedures  
All purchases for equipment, supplies and services over \$1,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. All purchases in excess of California Public Contracts code bid limits must be publicly bid.
- 7.4 Bonds  
In the event that the District seeks and receives a voter approved facilities bond, CHARTER shall not automatically participate in the bond proceeds unless such participation is negotiated in advance of presenting the bond to the public for vote. With the exception of Measure A, CHARTER agrees that it has no entitlement to funds currently being received by the District under prior bond elections. Measure A funds are to be allocated to CHARTER in the same manner as any other District school site. The District will provide CHARTER with reasonable notification of its intent to seek a voter approved bond.

## **ARTICLE 8**

### **PERSONNEL AND EMPLOYEE RELATIONS**

- 8.1 Equal Opportunity Employer  
CHARTER shall not discriminate because of race, color, religion, sex/gender, sexual preference, marital status, age, national origin, ethnic group, disability, or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Charter School employees. CHARTER shall prohibit discrimination, harassment, intimidation, and bullying based on perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, or association. In addition, CHARTER affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; and any additions or amendments thereto.
- 8.2 Employer for Collective Bargaining/Collective Bargaining Agreements  
CHARTER has declared in its charter that CHARTER will be the employer for purposes of collective bargaining with the employees of CHARTER as provided in Education Code 47605(b)(5)(O).
- 8.3 Employment

All staff at CHARTER are employees of Charter School. CHARTER shall have sole responsibility for employment, management, dismissal and discipline of its employees.

8.4 District Employees Working at CHARTER

A District employee who is employed by CHARTER shall have no automatic right to return to employment of the District unless otherwise agreed to by the District.

8.5 Credentialed Teachers

CHARTER shall only employ teachers who meet the requirements of Education Code Section 47605(1) credential, permit or waiver requirements of the California Commission on Teacher Credentialing applicable to the instructional assignment of the teacher in CHARTER. It is mutually agreed that enrichment classes, including but not limited to music, art, technology, secondary language and physical education, constitute non core, non-college preparatory courses.

8.6 Criminal Background Checks

CHARTER will require of all employees and non-parent volunteers fingerprint and criminal record summaries prior to employment pursuant to Education Code 44237. CHARTER shall not employ any person who has been convicted of a violent or serious felony as defined by state law or any other conviction prohibited by Education Code Section 44237.

8.7 Tuberculosis Testing

All Charter School employees and non-parent volunteers shall receive TB testing and clearance prior to employment or volunteering on campus.

8.8 Retirement Plans

Charter School employees may be eligible to participate in the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) based on CHARTER policy and their classification and/or certification. CHARTER shall ensure that the STRS and/or PERS reports, as applicable, are created in accordance with Section 47611.3. CHARTER may offer and shall be responsible for any other retirement plans for its employees.

8.9 Safety and Risk Management Program

CHARTER shall establish and supervise a risk management program. A report of the risk management program operation shall be submitted to the District by October 31 each year. The components of the report should include the Designated Safety Person and state that the following District policies and practices are being adhered to (unless waived pursuant to Article 14 and replaced by Charter School policies):

- 8.9.1 Injury and Illness Prevention Plan
- 8.9.2 Bloodborne Pathogen Training
- 8.9.3 Hazardous Materials Communication Program
- 8.9.4 Emergency Preparedness Plans
- 8.9.5 Employee Safety Training with documentation
- 8.9.6 Annual Safety Inspection

8.10 Annual Employment Audit

CHARTER shall provide the District with the following documents by October 31 each year:

- 8.10.1 A list of all employees verifying fingerprint, physicals where appropriate, and TB clearance.
- 8.10.2 A list of certificated employees verifying credentials and expiration dates of credentials.
- 8.10.3 A master schedule showing teaching assignments
- 8.10.4 Verification that all Charter School employees have been provided with any applicable legally required CHARTER or District policies.



**ARTICLE 9**  
**SPECIAL EDUCATION SERVICES**

9.1 Access to CHARTER

It is understood and agreed between the parties that all children shall have access to attend CHARTER, in accordance with the guidelines outlined in the school's charter, and no student shall be denied admission nor counseled out of CHARTER due to disability.

9.2 Special Education Services

CHARTER shall be deemed a public school of the District for purposes of providing special education services to students with exceptional needs who attend CHARTER pursuant to Education Code Section 47641(b). As such, the parties understand and agree that the District shall ensure that all students with exceptional needs who attend CHARTER are provided with a free and appropriate public education in compliance with the Individuals with Disabilities Education Act (hereafter "IDEA"). A child with disabilities attending CHARTER shall receive the same special education and related services, or both, in the same manner as a child with disabilities who attends another public school of the District pursuant to Education Code Section 47646.

CHARTER shall have the right to pursue independent local education agency (LEA) and/or special education local plan area (SELPA) status pursuant to Education Code Section 47641(a) in future years of operation.

It is agreed between the parties that this Article covers only the delivery of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act nor under the Americans with Disabilities Act.

9.3 Division and Coordination of Responsibility

CHARTER agrees to assume responsibility for the items as specified in this Article for all students who are enrolled in CHARTER. The District agrees that it retains responsibility for all obligations and responsibilities not assigned to CHARTER by this Article, for students who are enrolled in the District's schools, (including CHARTER) and for all students who are otherwise deemed the responsibility of the District who are not enrolled at CHARTER. CHARTER shall designate a representative in writing on an annual basis and this representative shall have the authority to act on behalf of CHARTER for special education purposes. The District's representative shall be the Superintendent or designee(s) and shall have the authority on behalf of the District for special education purposes. The designated representative of Charter School and the District shall meet annually to ensure that there is a mutual understanding of each Parties' obligations under this Article in ensuring that Charter School students are served in the same manner as any other student of the District.

9.4 Identification and Referral of Students With or Who May Have Exceptional Needs

CHARTER has the responsibility to make referrals of any students enrolled in CHARTER who are believed to be eligible for special education assessment and/or services. Prior to making such referral, CHARTER shall conduct a Pupil Study Team to determine if alternative interventions are appropriate. Prior to making the referral, CHARTER representative shall consult with the District Superintendent or designee(s). A copy of all referrals shall be immediately delivered to the District Superintendent or designee. CHARTER staff shall attend any in service offered by the District or Placer County SELPA on the referral system and criteria.

9.5 Assessments

The District in collaboration with CHARTER, will determine what assessments, if any are necessary and arrange for such assessments for all referred students, for annual assessments and for triennial assessments. The District shall consult with the designated representative of CHARTER prior to offering assessments conducted by individuals outside the District or Placer County SELPA. CHARTER shall not conduct unilateral independent assessments without the prior written approval of the District.

9.6 IEP Meetings

The District and site based special education staff shall be responsible for arranging the necessary IEP meetings. CHARTER shall be responsible for having certificated and administrative representatives of

CHARTER in attendance at all IEP meetings in addition to representatives who are knowledgeable about the regular education program at CHARTER. District responsibility shall include notification, facilitation and documentation of IEP meetings and provision of parental rights.

9.7 Individual Education Programs

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of CHARTER (or designee) and the designated representative of the District (or designee). Services, including on-site aides, if needed, placements, and reporting (including compliance reports, tracking, timelines, progress reports) shall be provided by District to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and the Placer County SELPA.

9.8 Implementation of IEP's

CHARTER and District shall be responsible for implementation of an IEP for all students with an IEP enrolled in CHARTER. For District students with current IEP's who enroll in CHARTER, the District agrees to forward the student's cumulative file including all special education files to CHARTER within 10 days. In addition, the District will provide consultative assistance to CHARTER to help transition the student. CHARTER will assist in implementation of IEPs and provide related services to the extent possible. The District shall provide special education and related services to the same extent provided to all other public schools of the District. The annual meeting described above in 9.3 shall ensure that the Charter School and the District have a mutual understanding of the services provided by each school site of the District.

To the extent the IEP requires educational or related services to be delivered by staff other than regular CHARTER staff, or which are impracticable for CHARTER staff to provide, the District shall provide and arrange for such services, including transportation and related fees. District services shall also include consultative services by District staff to CHARTER staff. CHARTER shall not unilaterally authorize any special education program or services without the prior consent of the District.

9.9 Parent/Guardian Concerns

Parent/Guardian concerns regarding special education services, related services and rights shall be directed by CHARTER staff to the designated District representative. The District representative in consultation with CHARTER designated representative shall respond to and address the parent/guardian concerns.

9.9.2 Parents of CHARTER students shall have the opportunity to participate in the special education Community Advisory Committee (CAC) to the same extent as parents of students enrolled in the District.

9.9.3 Complaints In consultation with CHARTER, the District shall address/respond/investigate all complaints received under the Uniform Complaint Procedure of the District involving special education.

9.9.4 Due Process Hearings In consultation with CHARTER, the District may initiate a due process hearing on behalf of a student enrolled in CHARTER as the District determines is legally necessary to meet a school agencies responsibilities under federal and state law. In the event that parents/guardians file for a due process hearing, both CHARTER and the District shall be named as respondents. The District and CHARTER shall work cooperatively to defend the case. In the event that the District determines that legal counsel representation is needed, District legal counsel shall jointly represent the District/Charter School unless CHARTER or the District believes a conflict of interest exists in which case CHARTER may bear the expense of retaining its own legal counsel.

9.10 Relationship with Placer County SELPA

The District Superintendent or designee shall represent CHARTER at Placer County SELPA meetings. Reports to CHARTER regarding SELPA decisions, policies, etc. shall be communicated to CHARTER as they are to all other schools within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff such opportunities/information shall be made available to CHARTER staff. To the extent that site staff have the opportunity to participate in

committee meetings of the SELPA as representatives of the District, such opportunities shall be made available to CHARTER Staff.

9.11 Special Education Funding

The District shall retain all revenue which is generated by CHARTER for the delivery of special education and related services and shall be responsible for the financial costs of services and responsibilities as set forth above including allocating funds to CHARTER in the same manner as allocated to other public schools of the District or as otherwise agreed upon by the District and the Charter School.

9.12 Special Education Staffing

The District shall determine appropriate District staffing levels to meet the needs of Charter School students' with IEP's. District shall also assign appropriate special education staff to CHARTER in order to meet student needs. District staff will collaborate with the Charter School to the extent feasible, based on individual student needs for students with IEP's.

9.13 Discipline of Special Education Students

CHARTER will be responsible for the suspension process and decisions for special education students. The District and CHARTER will cooperate with one another in such discipline of special education students.

**ARTICLE 10**  
**INSURANCE**

10.1 Property and Liability Insurance

CHARTER shall maintain, at its own expense, policies of comprehensive liability insurance and property damage coverage as set forth below. Additional insurance may also be obtained as deemed necessary by CHARTER or as required by law. The District shall be named as an additional insured under all insurances carried by CHARTER. Proof of insurance shall be provided to the District by July 1 of each year.

10.1.1 Student Insurance: Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

10.1.2 Workers' Compensation insurance.

10.1.3 General Liability and Property Insurance:

CHARTER shall maintain general liability insurance naming District as an additional insured. The District shall maintain first party property insurance for the facilities allocated to CHARTER.

10.1.4 Health and Welfare Benefits for employees.

10.1.5 CHARTER will obtain necessary insurance commensurate with its corporate status and assets.

10.1.6 CHARTER may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance CHARTER deems necessary.

10.2 CHARTER shall provide written confirmation of insurance for each school year and the District's named status on or before June 30, 2014 and by June 30 of each fiscal year thereafter.

**ARTICLE 11**  
**BUDGETS AND FINANCIAL STATEMENTS**

11.1 Budgets

CHARTER shall establish an operational budget for each fiscal year, which shall be presented to the District Board of Education on or before July 1 of each fiscal year during the term of the charter. The Budget shall include all estimates of income and expenditure for the fiscal year, including cash flow and start-up costs, if any. CHARTER shall submit a revised budget based on actual State General Fund Entitlements, Categorical Block Grants, Operating Service Fees and Contracted Service Fees/Costs when such actual revenue amounts are available but no later than December 31 of each year.

11.2 Periodic Financial Statements

CHARTER shall submit the following reports to District and the Placer County Office of Education pursuant to Education Code 47604.33:

11.2.1 A preliminary budget on or before July 1.

11.2.2 An interim financial report reflecting budget changes through October 31, submitted on or before December 15.

11.2.3 A second interim financial report reflecting budget changes through January 15, submitted on or before March 15.

11.2.4 A final unaudited report for the full prior year, submitted on or before September 15.

11.3 Audit

CHARTER shall conduct an annual independent financial audit in the manner specified in the charter agreement. The audit shall employ generally accepted accounting principles and address the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the District. The auditor shall use all accounting standards required of traditional public school districts.

CHARTER agrees to defend, indemnify and hold the District harmless for any audit exceptions or state or federal law compliance exceptions.

A copy of the audit report shall be submitted to the District within one month of completion, but no later than December 15 of each year.

11.4 Reserve

CHARTER shall maintain a reserve account for economic uncertainties. That account shall have an actual cash balance of \$25,000 or 3% of budgeted expenditures, whichever is greater, with the intent to grow the reserve account to a minimum of 5% as soon as practicable.

**ARTICLE 12**

**FISCAL AGENT**

12.1 The District shall not act as fiscal agent for CHARTER unless otherwise agreed to in writing. As stated above, CHARTER may hire or contract with a knowledgeable individual, firm or other public agency for all fiscal services of CHARTER including but not limited to payroll, purchase orders, attendance reporting and preparation, completion and submission of state budget forms, budget monitoring and development. CHARTER will provide District a copy of the contract for fiscal services by July 1.

12.2 To the extent that the District may be required to submit financial forms on behalf of CHARTER, CHARTER is responsible for providing the necessary information to the District in a timely manner and in a format consistent and compatible with District software systems. CHARTER agrees to follow processing schedules and specified District business office procedures. The authorized representative of the District shall be responsible for communicating the procedures.

12.3 CHARTER will establish a system for internal fiscal management and a calendar for fiscal services in conjunction with its fiscal agent each year. The President of the Charter Council or specified designee shall be designated to provide this plan to the District. The system shall include the following:

12.3.1 Description of how the Fiscal Reports required in Article 11, section 11.2 shall be developed and monitored. These reports shall include fund balances for current year as well as projections.

12.3.2 Plan to establish and maintain the reserves specified in Article 11, section 11.4.

12.3.3 Plan for how to monitor adopted budget for the school year and how to develop and adopt budgets in subsequent years.

- 12.3.4 Plan for how to revise adopted budgets. Copies shall be made available to District within one week of adoption by Charter Council.
- 12.3.5 Quarterly written review of comparison between expenditures to date and revenue along with quarterly review of actual budget and adopted budget beginning in September 2010.
- 12.3.6 Identification of individual(s) authorized to expend Charter School funds and issue checks and identification of individual(s) responsible for review and monitoring of monthly budget reports.
- 12.3.7 Written plan for identification and repayment of loans.
- 12.4 CHARTER shall establish a fiscal plan for repayment of any loans received by CHARTER in advance of receipt of such loans. All loans sought by CHARTER shall be authorized in advance by the Charter Council and shall be the sole responsibility of CHARTER. CHARTER agrees that the District shall have no obligation for repayment of such loans. CHARTER shall provide advance written notice to District specifying its intent to apply for a loan. CHARTER shall also provide written notice of deposit of any sums that are loans and the plan for repayment.
- 12.5 The District shall not advance any funds or provide a line of credit to CHARTER unless otherwise approved by the District.

## **ARTICLE 13**

### **DATA REPORTING RESPONSIBILITIES**

- 13.1 Average Daily Attendance (ADA)  
CHARTER shall develop an attendance reporting calendar and maintain a system to record and account for average daily attendance (ADA). The School will report ADA figures to the District on a monthly basis. The District will report ADA to the Placer County Office of Education, after approval by the Executive Director of Fiscal Services. CHARTER shall notify the Executive Director of Fiscal Services of the District if, during any month, actual ADA falls more than 10 percent below estimated ADA.  
  
CHARTER will be responsible for preparation and transmission to the Placer County Office of Education the Period 1, Period 2 and Annual Attendance Reports. Copies of said reports shall be provided to the District upon submission.  
  
CHARTER shall annually submit to the District a report of enrollments showing each student's demographic information, including home address and school of attendance in the prior year. This report shall be compiled and submitted to the District no later than October 31 each year. The District agrees that it is an educationally interested party as defined by the Family Educational Rights to Privacy Act and shall protect the confidentiality of the pupil records as if they were the records of District pupils. The District requires this information for planning purposes and for consideration of the Charter School's compliance with its charter only and shall not utilize this for marketing to Charter School students.
- 13.2 Enrollment-California California Pupil Achievement Data System (CAL PADS)  
It is understood that CHARTER site has a CDS code number from the California Department of Education. Using that code, CHARTER shall complete and submit enrollment and other necessary demographic information to the California Pupil Achievement Data System. (CALPADS)
- 13.3 Instructional Minutes  
CHARTER shall maintain records of instructional minutes offered to its students and shall make such records available for inspection by the District upon request.
- 13.4 Data Recording and Reporting Statements  
CHARTER shall be responsible for recording and reporting data to the California Department of Education as required by the CDE to calculate the school's funding entitlements. These data reports may include, but are not be limited to:

- 13.4.1 Attendance and enrollment reports (including the "CBEDS" enrollment and "J-18/19" attendance reports).
  - 13.4.2 Report of K-3 class size reduction (J-7 CSR).
  - 13.4.3 Categorical programs data forms for categoricals outside the categorical block grant.
  - 13.4.4 Any special charter school data report that has been generated by the Education Finance Division of CDE to address issues particular to charter schools.
- 13.5 Retention of Records  
CHARTER shall retain all necessary financial records in their original form consistent with state record retention guidelines.

## **ARTICLE 14**

### **BOARD POLICIES AND OTHER LEGAL OBLIGATIONS**

- 14.1 Compliance with Board Policies and State and Federal Law  
CHARTER and District acknowledge that the Charter Schools Act of 1992 exempts a charter school from compliance with state law governing school districts as set out in Education Code Section 47610, except as required by Education Code Sections 47611, 41365 and the laws related to the minimum age for public school enrollment. CHARTER further acknowledges that it must comply with all other applicable state and federal laws and with the terms of its approved Charter and this Agreement.
- 14.2 Waiver of Board Policies
- 14.2.1 Existing Policies  
CHARTER generally waives all existing District policies except as specifically identified herein or in the charter. CHARTER shall adopt its own policies and procedures which shall be provided to the District promptly upon adoption by Charter Council but in no event later than one month after adoption. CHARTER shall provide copies of any subsequent changes to those policies within one month of adoption by Charter Council.
- Such policies and procedures shall include but not be limited to:
- A. Student conduct rules/regulations for conduct, suspension and expulsion
  - B. Admission requirements, if any and process for admission
  - C. Recruitment rules/regulations showing CHARTER's best efforts to recruit students all demographically representative areas of the District
  - D. Description of the decision making process of the Charter Council
  - E. Job descriptions for each position at CHARTER.
  - F. Copies of employment contracts for all employees of CHARTER
  - G. Employment rules including evaluation, hiring and termination
  - H. General Complaint procedures
- 14.2.2 Welfare and Safety  
Unless waived and replaced by CHARTER by its own policies in accordance with Article 8, Section 8.9, CHARTER shall comply with all District Board approved policies and regulations, and all applicable federal and state laws, concerning welfare, safety and health of students, employees, visitors, volunteers and others, including, without limitations, Board policies and laws addressing the reporting of child abuse, accident prevention, disaster response and emergency response, and any state regulations governing the operation of school facilities. Notwithstanding the foregoing, CHARTER shall have no obligation to abide by any District Board policy which has not been provided to CHARTER by District.
- 14.2.3 Student Records  
CHARTER shall comply with all District Board policies and regulations, and applicable federal and state laws, concerning the maintenance and disclosure of student records, including without limitation, the Education Code Section 49060 et seq., and the Federal Family Education Rights and

Privacy Act of 1974, 20 U.S.C.A. 1232g unless waived and replaced by the Charter by its own policies. Required student records may include, without limitation, immunization records, class schedules, academic performance and testing records, and attendance and discipline records, except to the extent expressly waived by the District or state authorities. Notwithstanding the foregoing, CHARTER shall have no obligation to abide by any District Board policy which has not been provided to CHARTER by District.

## **ARTICLE 15**

### **DISPUTE RESOLUTION**

- 15.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach just and equitable solutions satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, the dispute resolution procedures outlined in Section N of the charter shall be used to attempt to resolve the dispute.
- 15.2 CHARTER shall adopt a general complaint procedure for addressing internal disputes and public complaints. The District will refer all complaints it receives concerning CHARTER back to CHARTER for investigation and processing. In the instance of complaints that allege student safety issues or other matters that constitute grounds for revocation or nonrenewal of the charter, or as deemed reasonable by the District, the District may ask the Charter School to promptly provide the District with documentation of the Charter School's investigation and processing of the complaint.

## **ARTICLE 16**

### **INDEMNIFICATION**

- 16.1 Contract Authority  
CHARTER agrees that it will not extend the faith and credit of the District to any third person or entity. Charter School acknowledges and agrees that it has no authority to enter into a contract that would bind the District
- 16.2 Liability for Non-District Approved Vendors  
District understands that CHARTER may enter into agreements with vendors and suppliers of products used in CHARTER program. The District shall not be liable for any defect of any product purchased by CHARTER.
- 16.3 Indemnification  
CHARTER shall indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from the CHARTER's intentional or negligent actions related to its responsibilities to implement special education IEP's pursuant to Article 9 and applicable state and federal law, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever, including but not limited to breach of contractual or statutory obligations, which arise out of or are in any manner connected with CHARTER's operations. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.

With regard to special education claims, the Charter School and the District agree that with the payment of the Charter School's share of encroachment as set forth in Section 6.1.2 above, the Charter School and the District share in the excess costs related to the delivery of special education services, including but not limited to the costs of defense or prosecution of special education claims.

Notwithstanding anything to the contrary contained in this Agreement, no indemnification shall be provided under this Agreement from CHARTER to the District for any claims against the District or CHARTER based on, arising out of, or relating to any of the following:

- 16.3.1 Any liability expressly assumed by the District in writing expressly referencing this agreement;
- 16.3.2 Liability arising out of the District's obligations to provide special education instruction or related services pursuant to Article 9 and applicable state and federal law;
- 16.3.3 Any breach of contract, negligent or intentional misconduct of any District officer, director, employee, agent, attorney, representative, volunteer, successor or assign; or
- 16.3.4 Any violation by the District, its officers, directors, employees, agents, attorneys, representatives, volunteers, successors or assigns of the laws of the United States or any state of the United States, including without limitation the California Charter School Act.

## **ARTICLE 17**

### **DISTRICT MONITORING AND OVERSIGHT RESPONSIBILITIES**

- 17.1 The District shall do the following, in accordance with Education Code 47604.32 and Board Policy/Regulations 0420.4 to monitor and oversee CHARTER operations:
  - 17.1.1 The Deputy Chief Learning Officer as the District contact person for CHARTER's educational program and the Executive Director of Fiscal Services as the District contact person for CHARTER's business and financial operations.
  - 17.1.2 Visit CHARTER at least once annually, consistent with the District's Guidelines for charter school oversight.
  - 17.1.3 Ensure that CHARTER complies with all reports required by law.
  - 17.1.4 Monitor and assess the fiscal condition of CHARTER for the purpose of ensuring CHARTER is:
    - A. Practicing generally accepted accounting principles
    - B. Engaging in effective fiscal management
    - C. Complying with all terms of the charter and this Memorandum of Understanding
    - D. Complying with all applicable state and federal laws
  - 17.1.5 Monitor and assess the educational program of CHARTER for the purpose of ensuring that CHARTER is:
    - A. Meeting the terms of the charter
    - B. Meeting and achieving all the pupil outcomes identified in the charter
    - C. Complying with all terms of the charter and this Memorandum of Understanding
    - D. Complying with all applicable state and federal laws, including but not limited to conflicts of interest, records, No Child Left Behind and Local Control Accountability Plan (LCAP)
  - 17.1.6 Provide timely notification to the California Department of Education if a renewal of the charter is granted or denied and/or the charter is revoked, and/or CHARTER will cease operation for any reason.

#### 17.2 Program Audit

During the first trimester of each school year, Charter School shall compile and provide to the District an annual Accountability Plan or Single Plan for Student Achievement. The Plan shall include a comprehensive evaluation of student performance on school and state measures. Data from these assessments will be used to set specific measurable student objectives for the year.

The District may visit or observe any part of the school and its programs at any time, and shall also do so in conjunction with the programmatic audit described in this section.

If the District representative believes the District has cause to revoke this charter pursuant to Education



Code Section 47607, or intends to recommend to the Board of Education that sanctions or disciplinary action be taken against CHARTER, the District representative agrees to notify Charter School in writing 30 days prior to a public hearing before the District Board, noting the specific reasons for which the charter may be revoked. At no time shall this notification be published publicly or placed on the agenda for a District Board meeting until the CHARTER has had time to respond to the notice. Should District, after a Board hearing, determine that it has cause to revoke the charter, or intends to recommend to the Board of Education that sanctions or disciplinary action be taken against CHARTER, District shall notify CHARTER within 7 days. Charter School will then be granted a reasonable time to respond to the notice and take appropriate corrective action. At no time shall this notification be published publicly or placed on the agenda for a Board of Education meeting until the CHARTER has had time to respond to the notice. The notice shall specify the time that the District and CHARTER jointly believe will provide the CHARTER a reasonable period in which to take corrective action.

## **ARTICLE 18** **TERMINATION**

### 18.1 Termination of Services For Cause

In the event either party breaches a material provision of this agreement ("Cause"), the non-breaching party shall give the other party notice of such Cause. In the event the Cause is remedied within ten (10) calendar days in the case of failure to make any payments due, or sixty (60) calendar days, in the case of any other Cause; the notice shall be null and void. In the event the Cause is not remedied in ten (10) days (failure to make payments) or sixty (60) days (any other Cause), the agreement to provide the optional services described herein may be terminated unless the timelines are extended by mutual written agreement.

This Agreement shall be deemed terminated if the charter is terminated or revoked by either the Tahoe Truckee Unified School District or the State Board of Education.

### 18.2 Termination of Agreement Not Equal Revocation of Charter

It is understood between the parties that termination of the optional services described in this Agreement does not automatically constitute revocation of the charter granted by the District. However, termination for cause may provide evidence for consideration of revocation of the charter by the District Board of Education pursuant to Education Code Section 47607.

## **ARTICLE 19** **SCHOOL CLOSURE PROCEDURES**

- 19.1 In the event CHARTER closes, there shall be an audit of programmatic and financial operations for the final fiscal year. The assets and liabilities of the school will be disposed of by the Board of Directors in accordance with the charter provisions and CHARTER's corporate bylaws and Articles of Incorporation. The Charter Council will attend to enumerating and disposing of assets and liabilities as directed by the charter provisions and Bylaws, and the Board Treasurer shall ensure that the final audit of the school's assets is performed. All files, records and documentation shall become the property of the District.

## **ARTICLE 20** **MISCELLANEOUS**

### 20.1 Force Majeure

Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

### 20.2 Third Party Beneficiary Rights

This Agreement is not intended to create any rights of a third party beneficiary.

### 20.3 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings are used solely for convenience, and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

20.4 Independent Contractor Status

The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not an employer/employee. No agent, employee, or servant of CHARTER shall be deemed to be an employee, agent, or servant of the District, except as expressly acknowledged in writing by the District. No agent, employee or servant of the District shall be deemed to be an employee, agent or servant of CHARTER, except as expressly acknowledged in writing by CHARTER.

20.5 Entire Agreement

This Agreement and Appendices hereto shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.

20.6 Amendments

This Agreement may be modified in writing and signed by both parties. Changes in the Charter's policies, practices, and service requirements shall result in an appropriate amendment.

20.7 Invalidity of Provisions of this Agreement

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

20.8 Nondiscrimination

CHARTER covenants and agrees that it shall not discriminate against any person or group thereof upon the basis of race, color, religion, sex, ancestry, physical handicap, marital status, or national origin or any other characteristic described in Education Code Section 220 in the operation of CHARTER. CHARTER shall comply with District policies, and federal and state laws, rules, and regulations pertaining to nondiscrimination of hiring and employment and as to admission and treatment of students unless waived and replaced with Charter School's own policies. CHARTER shall at all times comply with the Americans with Disabilities Act, Title VI, Title IX and Section 504. Notwithstanding the foregoing, CHARTER shall have no obligation to abide by any District Board policy which has not been provided to CHARTER by District.

20.9 Assignment

No portion of the charter approved by the District Board of Education or this Agreement may be assigned by either party without the prior written consent of the other party, provided that CHARTER may, without consent of the District, delegate the performance but not the responsibility for such duties and obligations of CHARTER as specifically set forth in this Agreement.

20.10 No Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.

20.11 Appendices

Appendices to this Agreement shall become a part of this Agreement and shall be incorporated into this Agreement as of the date both parties agree to the content of the appendices.

20.12 Attorney's Fees

If any action or proceeding is necessary to enforce the provisions of this Agreement, including any claim or demand, or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.

20.13 Survival

All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

20.14 Notices

All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

For the District:

Todd Rivera, Assistant Superintendent Chief Business Officer  
Tahoe Truckee Unified School District

For CHARTER:

David Manahan, Director  
Sierra Expeditionary Learning Charter School

20.15 Authorized Signatures

Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SIERRA EXPEDITIONARY LEARNING CHARTER SCHOOL

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

By: \_\_\_\_\_

Title: David Manahan  
Director of Sierra Expeditionary Learning School

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

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

By: \_\_\_\_\_

Title: Kerstin Kramer  
Superintendent Chief Learning Officer

## APPENDIX A

### TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT OPERATIONAL AND CONTRACTED SERVICES FOR CHARTER SCHOOLS

#### Schedule of Services

Charter Schools are charged service fees for the following District costs related to operating a charter school in the District:

**Supervisory Oversight:** Pursuant to Administrative Regulation, supervisory oversight includes but is not limited to charter interpretation, performance and assessment monitoring, implementing and reviewing charter renewal, revocation, dispute resolution processes, and overall oversight of programmatic and financial operations of the charter school. The fee for oversight is 1% of charter school revenue if the charter school is not operating in a district facility. Charter schools operating in a substantially rent-free district facility must pay an oversight fee of 3% of charter school revenue as defined by Education Code Section 47613.

**Special Education Encroachment:** The fee for the Special Education Encroachment is specified in Section 6.1.2, of this Agreement. Pursuant to Education Code § 47646 (c), this fee ensures the charter school deemed a school within the district for special education contributes its revenue limit proportionate fair share of district special education costs which includes encroachment on the district's general fund.

**Contracted Services:** Contracted Services are those District *centralized support services* available to the charter school on a fee basis. The District offers centralized services in the following categories:

- A. English Learners (EL) Services: This includes District staff assistance in EL training and monitoring as needed by CHARTER. If used by CHARTER, this expense would be charged on an hourly or salary expense basis as may be negotiated between the CHARTER and the District, not to exceed \$50.00 per hour.
- B. Food Services: Food services will be provided to the CHARTER by the District at no cost, with the exception of an annual delivery charge of \$ 5,000. These services will be covered under a separate “California Department of Education – Nutrition Services Division Inter-Agency Agreement” to be finalized prior to the start of the 2022-2023 school year.
- C. Transportation: Transportation will be provided to CHARTER in the same manner as the District provides transportation to other school sites. Other transportation needs and charges may be negotiated between CHARTER and the District. The CHARTER will be charged an annual fee of \$ 110 per CHARTER ADA. The District will require, implement, process and retain the revenue from the District’s bus pass program for all CHARTER students that request transportation service. If transportation funding for TTUSD is eliminated during the term of this Agreement, the fees and services for transportation will be re- negotiated by the parties.
- D. Facilities: As described in Article 7.1 of this agreement.
- E. Snow Removal: Snow removal services for parking lot only will be provided by the District for the CHARTER facilities located at TTUSD District Office for an annual fee of \$1,000.00.
- F. Extracurricular Activities: As a public school within District boundaries, CHARTER students shall be granted access to District-sponsored extracurricular activities to the same extent as District students and District agrees that it shall not charge fees to students or parents for participation in extracurricular activities, consistent with the California Supreme Court decision in *Hartzell v. O’Connell (1984) 35 Cal.3d 899*.
- G. Custodial Services: Custodial services will be provided to CHARTER for the purposes of post-lunch period clean-up in the District Office gymnasium only, at no additional cost to CHARTER.
- H. If funding sources from the State’s 2022-2023 budget places an additional financial burden on District and a corresponding financial benefit to CHARTER, the District reserves the right to renegotiate the fees for contracted services set forth herein (excluding Facilities).
- I. Fees levied by the Placer County Office of Education for AERIES Program used by SELS administration will be reimbursed by SELS to TTUSD.
- J. Technology Services provided by TTUSD to SELS will be provided for an annual fee of \$1,000.00.

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING REGARDING ENROLLMENT CAP AND CLASSROOM ALLOCATION BETWEEN TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT AND SIERRA EXPEDITIONARY LEARNING SCHOOL

The Tahoe Truckee Unified School District ("District") and the Sierra Expeditionary Learning School ("SELS"), collectively referred to as the "Parties", enter into this Memorandum of Understanding ("MOU") and agree as follows:

#### RECITALS

- A. SELS charter school petition was originally approved by the District Governing Board in 2010 for a four-year term with an enrollment cap of 132 for students in grades K-8.
- B. SELS later requested the enrollment cap be revised to allow a cap of up to 210 students by 2013/2014 for grant funding purposes and the District's Governing Board approved the increased enrollment cap through an addendum to the Parties financial and operational agreement in January 2011.
- C. SELS submitted a charter school renewal petition on or about March 8, 2019, which was approved by the District's Governing Board on or about May 1, 2019, granting SELS a five-year term.
- D. The renewal petition approved by the Governing Board did not contain an enrollment cap but District's expectation was that the enrollment cap of 210 previously agreed upon by the parties in 2011 would remain in effect.
- E. SELS questions whether the enrollment cap of 210 is to remain in effect but is willing to agree to limit the number of classrooms to be provided by the District to SELS to effectively set a limit on student enrollment.
- F. The parties desire to resolve their differences and enter into this MOU to provide a solution to the dispute over the enrollment cap and entitlement to classroom facilities.

#### AGREEMENT

Therefore, based on the recitals above, the District and SELS agree as follows:


1. During the term of the renewal petition (2019 -2020 through 2023 -2024 school years) SELS shall be provided no more than nine (9) classrooms total to operate its school.
2. The maximum of nine (9) classrooms shall be reflected in the annual financial and operational agreement entered into by the Parties each year during the term of this MOU.
3. Should SELS intend to increase their enrollment during the term of this MOU, they shall notify the District of the intended enrollment increase by February 1 of the year preceding the year enrollment will increase.
4. SELS shall not be entitled to any classroom space in excess of that provided in

Section 7.1 of this annual financial and operational agreement for the term of the renewal petition under Proposition 39 and its implementing regulations.

5. SELS shall include a provision for a maximum of nine (9) classrooms in any future renewal petition submitted to the District's Governing Board to ensure enrollment remains limited pursuant to the Parties joint expectation as expressed in this MOU.
6. This MOU will be in effect for the 2019 - 2020 school year and will continue for five school years thereafter, through 2023 -2024.
7. Except as otherwise provided in this MOU, all other terms and conditions of the renewal petition and the annual financial and operational agreement shall remain in full force and effect.

  
\_\_\_\_\_  
Tahoe Truckee Unified School District

JUN 24 2020  
Date

  
\_\_\_\_\_  
Sierra Expeditionary Learning School

6/25/2020  
Date