

**MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL  
OVERSIGHT AND OPERATIONS**

by and between

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT  
AND BULLIS CHARTER SCHOOL MOUNTAIN VIEW**

**I. RECITALS**

A. The Mountain View Whisman School District ("District") is a school district existing under the laws of the State of California.

B. Bullis Public Charter School II ("BPCS") is a California non-profit public benefit corporation that operates Bullis Charter School Mountain View ("BMV"), a public charter school existing under the laws of the State of California and under the chartering authority oversight of the District. The term "Charter School" as used in this Agreement shall refer to both BPCS and BMV, except where otherwise noted. BPCS shall be responsible for, and have all rights and benefits attributable to, the Charter School. Wherever this Agreement obligates the Charter School to a particular course of action, or prohibits or limits the Charter School from a particular course of action, BPCS shall also be required to fulfill such obligation or be subject to such prohibition or limitation.

C. The District is the authorizing agency of the Charter School. This Agreement is intended to outline the agreement of the Charter School and the District governing their respective responsibilities, their legal relationships, and operation of the Charter School.

D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section (II)(A) below. This Agreement was approved by the Board of Trustees of the District as part of its approval of the BMV charter petition on December 20, 2018. The Agreement was approved by the Board of Directors of BPCS on [REDACTED], 2018.

E. If the parties discover that any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question, unless the Parties determine otherwise.

**II. AGREEMENTS**

A. TERM

1. Along with the Charter, this Agreement will govern the relationship between the District and the Charter School regarding the operation of the Charter School.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, and ratified by the respective governing boards, indicating intent to modify this Agreement.
3. The duly authorized representative of the Charter School is the Head of School, or designee.
4. The duly authorized representative of the District is the Superintendent, or any designee thereof.

5. The term of this Agreement shall be coterminous with the term of the Charter authorized by the District, including any closure activities. This Agreement shall be effective upon board approval of the parties' respective governing boards and will remain in place until terminated in accordance with this Agreement. This Agreement is subject to approval by the respective governing boards.
6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.

**B. STATE FUNDING UNDER LOCAL CONTROL FUNDING FORMULA**

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental, and concentration grants. Charter School will be responsible for providing the State Department of Education with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education. All information provided by Charter School shall be truthful and accurate.
2. LCFF includes accountability requirements. Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the State Board of Education ("SBE").
3. The Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
  1. Consultation with teachers, school personnel, pupils, bargaining units (if applicable);
  2. Provide notice of the opportunity to submit written communication, consider stakeholder input, and approve in public meetings brought in conformity with the Brown Act;
  3. Adopt LCAP concurrent with the Charter School's budget, submit to both the District and to the California Department of Education ("CDE"), and post on the Charter School's website.
4. The Charter School shall comply with all applicable accountability measures in the development of its LCAP and evaluation rubrics, as may be revised by the SBE from time to time, as well as the following:
  - a. Applicable SBE regulations, including, but not limited to, all requirements "to increase and improve" services for targeted students.
  - b. Obtain parent and public input in developing, revising, and updating LCAPs.

- c. Submit the LCAP to the District 15 days prior to submittal to county and/or state.
- d. Cooperate and comply with all requirements of the State Superintendent of Public Instruction ("SPI") in the event the Charter School fails to improve pupil outcomes as set forth in Education Code section 47606.3(a) and as determined by SPI.
- e. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- f. The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
- g. If the District Board applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, which it may do in its sole discretion, the District will receive a percentage of the funds to be allocated to Charter School per the application for funding. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to Charter School on a prorated basis based on the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per-eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
- h. The Charter School shall cooperate fully with the District in any applications made by the District on behalf of the students of Charter School.
- i. The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of funds.
- j. Charter School agrees that all revenue allocated to the Charter School by any federal, state, local agency by Charter School shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes inconsistent with the approved Charter, this Agreement or any duly approved and authorized amendments to the Charter or this Agreement.
- k. The District shall annually transfer to the Charter School in lieu of property taxes, in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635, beginning August 15th of the first year that Charter School begins serving students.
- l. The Charter School must maintain a minimum 5% of prior year's expenses as a reserve for economic uncertainty, or \$50,000, whichever is greater. The Charter School may go beneath this reserve requirement, if State apportionment deferrals cause the Charter to temporarily need these funds for operating expenses. In such case, the Charter School shall work with the District to develop a plan to restore these reserves in a mutually agreed upon period of time.

C. LEGAL RELATIONSHIP

1. The parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. The Charter School shall maintain its status in good standing with the Internal Revenue Service and the State of California, shall operate in compliance with its Bylaws and the Charter, and shall further ensure that the Charter School operates in compliance with all applicable laws. Any failure to do so may be deemed a material violation of the Charter.
2. BPCS and the Head of School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically within the constraints of the Charter School's Charter and its annual budget. The District shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School, and the Charter School agrees to indemnify the District against any such claims as set forth in the Charter and this section without regard to the extent the District has performed the oversight responsibilities described in Education Code sections 47604.32 and 47605(m).
3. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed and/or any judgment rendered against the District and/or District Personnel, that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, the Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions, or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, volunteers, successors, and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District, arising out of any intentional acts of the District and/or District Personnel, or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with the Charter School and/or its personnel. Indemnification of the District by BPCS shall survive termination of this Agreement.
4. The Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District, with which or with whom the Charter School enters into an agreement or contract, that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

5. The Charter School shall notify the District in writing before it incurs a debt, obtains a line of credit, or sells receivables in an amount greater than fifty thousand dollars (\$50,000), setting forth the amount of debt, the lender, and the general terms of the agreement. Financing documents shall be made available for District review.
6. The Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950, et seq.), the California Public Records Act (Gov. Code, § 6250, et seq.), and the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090, et seq.
7. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A., § 1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, the reauthorization of the Elementary and Secondary Education Act known as Every Student Succeeds Act ("ESSA"), and all applicable rules and regulations adopted thereby, and it agrees to take appropriate remedial action if notified by the District, State of California, and/or Office for Civil Rights, or other federal or state administrative agency charged with enforcement of these laws, or a violation of any of the foregoing.
8. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the District about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the District to the Charter School. The District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and the Charter School shall provide such information. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, section 4600, et seq. The District retains the authority to investigate any complaints received in its sole discretion.
9. The Charter School will have a complaint process to investigate and respond to complaints regarding teacher misassignments and quality of instructional materials, similar to the Williams Complaint process. All such complaints will also be forwarded to the Charter School if received by the District.

D. OVERSIGHT

The District oversight obligations include, but are not limited to, the following:

1. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter, and amendments to the Charter, and the relationship between the Charter School and the District.

2. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
  - a. Identifying at least one staff member as a contact person for the Charter School;
  - b. Visiting the Charter School at least once per year;
  - c. Ensuring that the Charter School submits the reports and documents required by law;
  - d. Monitoring the fiscal condition of the Charter School;
  - e. Notifying the CDE upon the occurrence of any of the events described in Education Code section 47604.32(e).
3. The Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, the following areas:
  - a. Student data, including, but not limited to, enrollment projections, contemporaneous written records of enrollment and ADA, student discipline policies, academic performance data, and summary data of students that have ceased attending the Charter School for disciplinary reasons, and any other involuntary disenrollment for any reason.
  - b. Employment data, including, but not limited to, teacher credentials, clearances, permits, salary schedules, proof of notification of changes in employment to CTC, and summary data regarding employees dismissed for misconduct.
  - c. Financial/cash flow data, as further described herein.
4. Any process conducted in compliance with Education Code section 47607 related to the issuance of a notice of violation or other corrective notice related to the Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
5. Budget and Financial Data and Reporting. The Charter School shall annually provide the following regarding budget/financial data.
  - a. A preliminary budget shall be provided to the District and the Santa Clara County Superintendent of Schools for review, no later than June 20th of each year. All key budget variables, including revenue, expenditures, debt, and beginning and ending balance variables, shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health benefit plans and policies as supporting documents. Expenses and revenues shall be separated for all charter schools under the governance of BPCS.

- b. A copy of the board approved budget shall be provided to the District no later than June 30th of each year. Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by the Charter School Board of Directors.
- c. A copy of any revisions to the Charter School budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, followed by annual updates. Revisions includes revisions to other charter schools under the governance of BPCS.
- d. The Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment. The District shall be informed of plans to incur debt with a repayment period of longer than three (3) years, or in excess of \$50,000, shall be shared with the District prior to the incurrence of such debt. Finance documents shall be made available for District review.
- e. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.
- f. The Charter School shall submit reports to the District in accordance with Education Code section 47604.33. The First Interim Financial Report shall be provided to the District by December 1st and the Santa Clara County Superintendent of Schools by December 15th of each year, and it shall reflect changes through October 31st, and the Second Interim Financial Report shall be provided to the District by March 1st and the Santa Clara County Superintendent of Schools by March 15th of each year, and it shall reflect changes through January 31st. The Unaudited Actuals Financial Report shall be provided to the District by August 30th and the Santa Clara County Superintendent of Schools by September 15th of each year.
- g. The Charter School shall provide a copy of the Charter School's Audited Financial Report to the District, the Santa Clara County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year. The audit will include all other charter schools served by BPCS. The Charter School's Head of School, along with an audit committee, will review any audit exceptions or deficiencies and report to BPCS with recommendations on how to resolve them. The Charter School's representative will submit a report to the District describing how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of the District, along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.
- h. The Charter School shall maintain a permanent inventory of all its equipment valued at more than \$500, and it will make the records and the inventory available for inspection by the District

and its auditors. This includes equipment owned by BPCS and not utilized by BMV.

- i. The Charter School shall not maintain a revolving cash or petty cash fund.
- j. Upon request, the Charter School shall provide any and all financial documentation held by BPCS, including, but not limited to, documents related to other BPCS charter schools operated by the BPCS Board of Directors. The Charter School shall also provide the District, upon request, any and all documentation prepared by third party consultants regarding the operations of BPCS and/or other BPCS charter schools.

6. Programmatic Information.

- a. The Charter School shall produce and provide a report to the District annually, by June 30th, detailing its results on state and local assessments for all pupil subgroups, as well as any alternative measures of assessment used by the Charter School during the prior school year.
- b. The parties agree that these reports shall be deemed to be part of the Petition document, for purposes of the renewal criteria. (Ed. Code, § 47607.)

7. Governance Data/Meeting Information.

- a. In accordance with Education Code section 47604(b), the District reserves the right to appoint a District representative to serve on the Charter School Board of Directors.
- b. Copies of meeting agendas for meetings of BPCS shall be posted at the Charter School facility and on its website at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be available on the Charter School's website within five (5) days of approval by the Charter School Board of Directors. The Charter School shall provide the District with notice of all meetings. Copies of approved minutes will be maintained by the Charter School and shall be provided to the District within two (2) business days of receipt of written request. The Charter School shall continue to publish prior minutes of the BPCS on its website for at least one school year.
- c. The Charter School shall either meet within the boundaries of the District or provide a live webcast for viewing the meeting within the boundaries of the District. Any viewing webcast shall also provide parents with the ability to speak to the BPCS Board of Directors during public comment.
- d. The Charter School shall annually (on or before July 1st of each year) send to the District a list of its directors and officers, including addresses and phone numbers. The Charter School



shall notify the District within 30 days of any change in the composition of these directors and officers.

- e. The Charter School shall notify the District within fifteen (15) days of any changes of top administrative staff.
- f. The majority of BPCS Board of Directors shall reside within the boundaries of Mountain View and/or the District.

8. Risk Management.

- a. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District annually, no later than two (2) weeks prior to the commencement of school. The District shall be named as an additional insured.
- b. A copy of the Charter School Health and Safety Plan will be maintained by the Charter School and shall be made available to the District within two (2) business days of receipt of a written request from the District.

9. Instructional Materials.

A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District within two (2) business days of receipt of a written request from the District.

10. Other.

- a. The Charter School shall provide such other documents, data, and reports as may be reasonably requested or required by the District or the Santa Clara County Office of Education.
- b. The Charter School agrees to allow the District to pre-arrange monthly visits by the District staff.

E. OVERSIGHT FEES

- 1. The Charter School shall pay the District one percent (1%) of its LCFF revenue to the District, provided that the Charter School shall pay three percent (3%) of its LCFF revenue if the Charter School is able to obtain substantially rent free facilities from the District.

F. ADMINISTRATIVE SERVICES

- 1. The District and the Charter School may agree separately to provide administrative or other services not described in this Agreement and under separate terms.

G. SPECIAL EDUCATION AND STUDENT ISSUES

- 1. Please see **Exhibit "A"** for a full description of the roles and

responsibilities for special education services for Charter School students.

2. To the extent the Charter School provides admission preferences for categories of students, the Charter School will abide by Education Code section 47605(d)(2)(B).

#### H. INSURANCE AND RISK MANAGEMENT

1. The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer, based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of the Charter School, subject to District agreement to such change.
  - a. Comprehensive or commercial general liability insurance with limits not less than Three Million Dollars (\$3,000,000), each occurrence combined single limit for bodily injury and property damage.
  - b. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000), each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
  - c. Workers' compensation with employer's liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000), each occurrence.
  - d. Professional liability (errors and omissions) insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000), each occurrence.
  - e. If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for three (3) years following termination or revocation of the Charter, or extend the period for reporting claims for three (3) years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
2. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
3. The Charter School shall add the District as a named insured on all of its insurance policies.
4. The Charter School must have adopted a resolution with administrative rules and regulations in regards to risk management and safety.

5. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by relief or its representative in the investigation and defense of a claim.
6. The Charter School must follow established guidelines in regards to obtaining appropriate certificates of insurance, additional insured endorsements, and hold harmless and indemnification agreements.
7. The Charter School shall obtain parent or legal guardian permission for all voluntary field trips, excursions, or on-campus extracurricular activities, including overnight trips. An Assumption of Risk Form shall be signed by all participants twelve years of age or older and their parents/legal guardians.
8. The Charter School employees and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license prior to driving on Charter School business or activities. Only participants in the activity shall ride in the vehicle while it is being driven on school business.
9. All extracurricular athletic activities or student body groups involving off-campus activities and overnight trips shall require an Assumption of Risk Form to be signed by the participant and parent/legal guardian. The Charter School shall not allow students to drive as agents of the school to these activities. If students are transporting themselves or other students, the Charter School must have a form on file from each student and the parent/legal guardian, which states that such transportation is not at the direction of the Charter School, nor is the student driver an agent of the Charter School.
10. The Charter School shall follow established guidelines applicable to charter schools and consistent with the Charter School's charter, employment agreements, and personnel policies in regards to termination of employees, handling sexual harassment complaints, and conducting business in a nondiscriminatory manner, and it must comply with applicable local, state, and federal laws and regulations, including but not limited to, Title IX of the Education Amendments Act of 1972.
11. If the Charter School decides to use the services of independent contractors rather than hiring employees, the Charter School shall be responsible for properly risk managing those activities. The Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed by the Internal Revenue Service.
12. The Charter School shall follow safety guidelines mandated in their insurance policy agreement. The Charter School shall agree to a bi-annual risk management audit, at its own expense, to verify compliance with safety guidelines.

I. HUMAN RESOURCES MANAGEMENT

1. All staff working at the Charter School are employees of the Charter

School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.

2. The Charter School will be considered the public school employer pursuant to the Educational Employment Relations Act.
3. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as defined by the State of California, the Charter, and this Agreement.
4. The Charter School shall comply with all requirements of the Education Code, including but not limited to Education Code sections 44830.1 and 45125, regarding criminal background checks for employees and volunteers that will have contact with students, including but not limited to the following: submission of two fingerprints cards to the Department of Justice, requesting subsequent arrest service from the Department of Justice, and taking all necessary personnel action upon notification of a criminal record.
5. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code sections 44030.5. The District shall be provided a copy of such report concurrently with its submittal to CTC.
6. Staffing data shall be available to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District. All employees of the Charter School, volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with Education Code section 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.

J. OTHER SERVICES

1. All responsibility for transportation services, if offered, will be provided by the Charter School, including transportation for field trips.
2. The Charter School will be responsible for providing its own nutritional services, if any, unless a separate contract is established for the

provision of such services.

3. The Charter School will be responsible for providing all required trainings to its employees, including but not limited to suicide prevention, sexual harassment training, and mandated reporter training.

K. EDUCATIONAL PROGRAM

1. Subject to compliance with its Charter and applicable state and federal law, including, without limitation, ESSA, IDEA, state law on the education of students with disabilities, and Section 504, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with the Charter. However, the Charter School remains subject to District oversight, as required by Education Code section 47604.32.
2. The Charter School calendar and daily agenda shall be submitted annually to the District for review and verification of compliance with instructional day and minute requirements. Any calendar changes will be provided to the District by April 1st, prior to the beginning of a new school year.
3. The Charter School shall admit all pupils who wish to attend the Charter School, subject to capacity.
  - a. Students who are eligible for Free and Reduced-Price Meals ("FRPM") and who reside within the attendance boundaries of Castro, Theuerkauf, and Monta Loma Elementary Schools shall be afforded first enrollment preference in the public random lottery, if any;
  - b. Students who are eligible for FRPM and who reside within the District's boundaries shall be afforded second enrollment preference in the public random lottery, if any.
4. The Charter School shall provide due process to students who are involuntarily removed from the Charter School. At minimum, the Charter School shall provide the following:
  - a. For suspensions of less than ten (10) days, the Charter School must provide oral or written notice of the charges against the pupil, and if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.
  - b. For expulsions, or any form of involuntary removal of ten (10) days or more, the Charter School must provide timely written notice of the charges and a hearing adjudicated by a neutral officer, with opportunity to present evidence, cross-examine witnesses and be represented by legal counsel or an advocate.
  - c. No pupil shall be involuntarily removed by the Charter School for any reason, unless the parent or guardian of the pupil has been

provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action, and that written notice must be in the native language of the pupil or parent, and must inform the parent of the right to a hearing by a neutral hearing officer and the right of their child to remain enrolled in the Charter School until the Charter School issues a final decision.

5. The Charter School shall utilize the same benchmark and reading assessments used by the District each school year, conduct such assessments on a trimester basis, and meet assessment reporting deadlines as designated by the District. The Charter School shall exceed Districtwide assessment results for all pupil subgroups by not less than five (5) percent.
6. The Charter School's enrollment rates of Free and Reduced Price Lunch, English Language Learner, and Socioeconomically Disadvantaged students shall be at least equal to those of the District.

L. FACILITIES

1. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code.
2. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the intended use.
3. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.
4. The Charter School shall conduct all required fire drills and maintain records of such drills.
5. The Charter School shall conduct active shooter/lockdown drills at least annually and shall maintain records of such drills.

M. RENEWAL

1. The parties recognize that the Charter School will be required to meet at least one of the academic performance criteria set forth in Education Code section 47607(b) as a condition for renewal, unless this requirement is changed by the Legislature.
2. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition no later than six (6) months in advance of the end of its current term. The Charter School may apply for renewal earlier with the District's agreement.
3. In addition to satisfying all applicable legal criteria, the Charter School must be able to demonstrate that it is fiscally sound and has operated

in full compliance with its Charter and this Agreement in order to be renewed.

- N. RESPONSE TO REQUESTS. Pursuant to Education Code section 47604.3, the Charter School shall respond promptly to all reasonable written requests of the District.
- O. LEGAL COUNSEL. The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- P. PROVISION OF DOCUMENTS. With both parties understanding that some state, federal, and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner, so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
- Q. NON-ASSIGNMENT. Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- R. SEVERABILITY. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- S. COMMUNICATION.
  - 1. All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To the District at:  
Attn: Superintendent  
Mountain View Whisman School District  
1400 Montecito Ave.  
Mountain View, CA 94043

To the Charter School at:  
Attn: Head of School  
Bullis Charter School Mountain View  
102 W. Portola Avenue  
Los Altos, CA 94022

This represents the full and final agreement between the Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and

year set forth below.

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

\_\_\_\_\_  
Dr. Ayindé Rudolph, Superintendent  
Mountain View Whisman School District

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

\_\_\_\_\_  
Jennifer Anderson-Rosse, Head of School  
Bullis Charter School Mountain View



## **EXHIBIT A**

This **Exhibit "A"** is an attachment to the Memorandum of Understanding Regarding Charter School Oversight and Operations by and between Mountain View Whisman School District ("District") and Bullis Charter School Mountain View ("BMV").

### **I. Election for Compliance and Funding**

- a. BMV is a local educational agency ("LEA") member of the El Dorado County Charter SELPA and hereby acknowledges its responsibilities as an LEA for special education purposes.
- b. As an LEA in the El Dorado SELPA, the Charter School shall receive state and federal special education funding in accordance with the allocation plan established by the El Dorado County Charter SELPA.
- c. The parties agree any change in that status will require modification to this MOU, in addition to approval of a material revision of the Charter School's charter. If BMV at any time after signing the MOU, contemplates changing SELPA membership or special education status it must immediately notify the District and comply with requirements for changing SELPA affiliation.
- d. BMV will ensure that no student is denied enrollment on the basis of special education status or disability. BMV is solely and independently responsible obtaining its own funding and for compliance with the Individuals with Disabilities Education Act ("IDEA") and state special education laws in regard to the determination, provision, and financing of special education placement and services for all students seeking to enroll at BMV.

### **II. Responsibility for Special Education**

- a. BMV is responsible for the management of its special education budgets, personnel, programs, and services. BMV shall employ qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services for:
  - i. Child Find;
  - ii. Interim Programs;
  - iii. Referral;
  - iv. Assessment;
  - v. Placement;
  - vi. Special Education Instruction;
  - vii. Related Services;
  - viii. Due Process;

- ix. Discipline/Manifestation Determination;
  - x. Transportation.
- b. Responsibility for Compliance with Section 504 and the ADA
- i. BMV shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office of Civil Rights mandates for students enrolled in BMV. BMV understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at BMV may be eligible for such services under Section 504. BMV recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of BMV. Any student who has an objectively identified disability which substantially limits a major life activity, such as learning, is eligible for accommodation.
  - ii. BMV shall adopt legally compliant Section 504 policies, procedures, and forms. These policies, procedures, and forms will describe how BMV will respond to requests from parents for evaluation and/or services; conduct evaluations of students; convene meetings to determine eligibility and/or placement and services; provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and convene impartial hearings if a parent wishes to contest a decision concerning FAPE.
  - iii. By September 1st of each year, BMV shall designate a BMV employee responsible for Section 504 compliance and notify the District in writing of the responsible individual. The designated BMV employee shall notify the District's contact person any time a student eligible under Section 504 withdraws from BMV, including notice of the school in which the student enrolled in following withdrawal from BMV and the student's district of residence.
  - iv. In the case of pending student discipline of student eligible under Section 504, BMV will ensure that it follows procedures to comply with the mandates of state and federal laws for considering disciplinary action against disabled students, as specified above. Prior to recommending expulsion of a Section 504 eligible student, BMV will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability or related to BMV's failure to implement the student's accommodation plan. BMV may proceed with the discipline, only if it is determined that the student's misconduct was not a manifestation of his/her disability or related to BMV's failure to implement the student's accommodation plan. BMV acknowledges and understands that it shall be solely responsible for such compliance.
- c. The District shall not be liable for any action relating in any way to special education for students enrolled at BMV. BMV shall indemnify and hold the District harmless against any action related to its own compliance with special

education requirements.

d. Student Application/Registration/Records/Withdrawal

- i. The Charter School shall admit all pupils who wish to attend the Charter School, subject to capacity only. To the extent BMV provides admissions preferences for categories of students, it must do so only in accordance with its charter, and must abide by Education Code section 47605(d)(2).
- ii. BMV shall not include questions about disability, special education, or related services on any enrollment form or application. BMV shall not require parents to otherwise furnish such information prior to being admitted into the Charter School.
- iii. BMV shall adopt Student Post-Enrollment forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g., special education, IEP, Section 504 plan, accommodation plan) or has been expelled from a school district. BMV shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in BMV.
- iv. BMV shall provide students with due process prior to any removal or disenrollment by BMV, in accordance with Education Code section 47605, subd. (b)(5)(J), as well as state and federal constitutional law.
- v. No pupil shall be involuntarily removed, disenrolled, or transferred elsewhere by BMV for any reason, unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action, and that written notice must be in the native language of the pupil or parent and must inform the parent of the right to a hearing by a neutral hearing officer and the right of their child to remain enrolled in the Charter School until the Charter School issues a final decision.
- vi. Within 24 hours of knowledge of any student's expulsion, withdrawal, or disenrollment from BMV for any reason during the school year, BMV shall notify the district of residence and SELPA of the student's name, date of expulsion, withdrawal, or disenrollment and, to the extent such information is known to BMV, the reason for such separation and the student's next school/LEA of attendance.
- vii. BMV shall comply with Education Code section 47605(d)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts.
- viii. BMV shall cooperate as needed with the District, or district of residence if different from the District, to determine an appropriate placement for any student expelled from BMV during the term of expulsion. To the extent it is standard practice for charter schools in the county to contribute to excess costs to fund alternative placements for expelled students, such as community day schools or juvenile court and community schools, BMV shall contribute to such costs for any

student(s) expelled from BMV.