

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

by and between

**SAN DIEGO COUNTY SUPERINTENDENT of SCHOOLS
ON BEHALF OF THE SAN DIEGO COUNTY BOARD OF EDUCATION,
AND CLASSICAL ACADEMY, VISTA CHARTER SCHOOL**

This Memorandum of Understanding ("Agreement" or "MOU") is executed between the San Diego Superintendent of Schools ("SDCSS" or "County" or "SDCOE") on behalf of the San Diego County Board of Education ("SDCBOE"), and The Classical Academy, Inc. ("TCA, Inc."), a non-profit public benefit corporation operating a charter school, Classical Academy, Vista Charter School ("CAV" or "Charter School"), under the SDCBOE's chartering authority oversight.

I. RECITALS

A. The San Diego County Board of Education is a county educational agency existing under the laws of the State of California. It is the governing board for the San Diego County Office of Education. SDCBOE and SDCSS are referred to interchangeably herein unless otherwise specified.

B. The Classical Academy, Inc. is a California non-profit public benefit corporation that operates Classical Academy, Vista, a public charter school existing under the laws of the State of California. TCA, Inc. shall be responsible for, and have all rights and benefits attributable to, CAV as further outlined herein. Wherever this Agreement obligates CAV to a particular course of action or prohibits or limits CAV from a particular course of action, TCA, Inc. shall also be required to fulfill such obligation and be subject to such prohibition or limitation.

C. The SDCBOE is the authorizing agency of CAV, and exercises oversight through the SDCSS. This Agreement is intended to outline the agreement of CAV and the SDCBOE governing their respective fiscal and administrative responsibilities, their legal relationships and operation of CAV.

D. Written modifications of this Agreement may be made by mutual agreement, as set forth in section IIA below. This Agreement was approved by the County Superintendent on July 31, 2018 and by the Board of Directors of TCA, Inc. on September 11, 2018 and shall be effective upon execution by Cameron Curry, Executive Director, until terminated in accordance with this Agreement. The executed and approved Agreement shall be provided by CAV to the SDCBOE on or before July 31, 2018.

E. The terms of this Agreement are intended by both parties to become part of the conditions, standards and procedures set forth in the Charter document ("Charter") as conditionally approved by the SDCBOE on July 11, 2018. As such, a violation of the Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflict terms shall be revised by mutual

agreement of the parties or severed from this MOU and nullified. If 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.

F. The Parties recognize that there are many matters related to the operation of CAV and the effective oversight of TCA, Inc., which go beyond the provisions included in CAV's Charter or need further clarification. The County also acknowledges that the operation of CAV is to be solely carried out by TCA, Inc. This MOU is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

G. The Parties agree that all references in the Charter to the "District" as CAV's charter authorizer or in any capacity as CAV's charter authorizer are intended to refer to the San Diego County Board of Education to reflect the San Diego County Board of Education's role as CAV's charter authorizer.

II. AGREEMENTS

A. Term

1. Along with the Charter, this Agreement will govern the relationship between the SDCBOE and CAV regarding the operation of CAV and the relationship of the SDCBOE and CAV.

2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both parties, approved by the respective Boards, and must indicate intent to modify or amend this Agreement.

3. The duly authorized representative of CAV is the TCA, Inc. Executive Director, or designee.

4. The duly authorized representative of the SDCBOE is the San Diego County Superintendent of Schools or any designee thereof.

5. In order to ensure consistency in communications, all communication regarding any aspect of the operation of CAV shall be initiated by the designated representative of CAV with the designated representative of the SDCBOE, unless the designated representative of the SDCBOE delegates this function to another employee of the San Diego County Office of Education.

6. The term of this Agreement shall cover the term of the Charter, commencing on July 1, 2018 and ending on June 30, 2021 (term). If the Charter is renewed or extended, the Parties will negotiate the terms of the MOU. The Parties reserve the right to re-negotiate this Agreement by mutual agreement, and either party may provide 30 days' notice of intent to re-negotiate this MOU to the other party. This Agreement shall be effective upon execution by the SDCSS Superintendent or designee and the TCA, Inc. Board and will remain in place until modified or renewed in accordance with this Agreement.

7. This Agreement shall terminate automatically upon closure of CAV 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. Failure to meet and comply with the terms of the Agreement may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(c)(1)(A).

B. Legal Relationship

1. The Parties recognize that CAV is a separate legal entity that operates under the supervisory oversight of the SDCBOE. CAV is operated as a non-profit public benefit corporation. CAV shall maintain its status in good standing and compliance with its Bylaws.

2. TCA, Inc. shall be wholly and independently responsible for CAV's operations and shall manage its operations efficiently and economically within the constraints of CAV's Charter and its annual budget. The SDCBOE and SDCSS shall not be liable for the debts or obligations of CAV, for claims arising from the debts or obligations of CAV or for claims arising from the performance of acts, errors, or omissions by CAV, and CAV agrees to indemnify the SDCBOE and SDCSS against any such claims as set forth in the Charter and this Section. CAV will not in any case attempt to avoid a debt, liability or obligation or otherwise shift any debt, liability or obligation to SDCBOE.

3. It is agreed that it is the Parties' intent that the SDCBOE shall not incur unreimbursed costs or expenses of any type whatsoever as a result of its relationship with CAV.

CAV may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the SDCBOE.

CAV shall not have the authority to enter into a contract that would bind the SDCBOE or the SDCSS, nor to extend the credit of the SDCBOE or the SDCSS to any third person or party. CAV shall clearly indicate to vendors and other entities and individuals outside the SDCBOE or the SDCSS with which or with whom CAV enters into an agreement or contract that the obligations of CAV under such agreement or contract are solely the responsibility of CAV and are not the responsibility of the SDCBOE or the SDCSS. CAV shall notify the SDCSS in writing before it incurs a debt (i.e., a loan, but not renewing a lease, for example) or sells receivables in an amount greater than one hundred thousand dollars (\$100,000), setting forth the amount of debt, the lender, and the general terms of the agreement.

CAV shall attempt to include the following language in any and all contracts it enters into:

"CAV shall have no authority to enter contracts for or on behalf of the San Diego County Board of Education or the San Diego County Office of Education. The parties to this agreement understand, acknowledge, and agree that any contracts, purchase orders, or other documents to which neither the San Diego County Board of Education or the San Diego County Office of Education is a specific party and/or which are not approved or ratified by the San Diego County Board of

Education and, as required by law, shall be unenforceable against the San Diego County Board of Education or the San Diego County Office of Education and shall be the Charter School's sole responsibility."

4. CAV shall 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) and all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq.) and agrees to take appropriate remedial action if notified by the SDCBOE, State of California, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.

5. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the SDCBOE about any aspect of the operation of CAV or about CAV shall be promptly forwarded by the SDCBOE to CAV for CAV to attempt to resolve. The SDCBOE may request that CAV inform the SDCBOE of how such concerns or complaints are being addressed and CAV shall provide such information. CAV shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Sections 4600 et seq. The SDCBOE retains the authority to investigate any complaints received, in its sole discretion, while taking into consideration CAV's dispute resolution procedures.

C. Educational Performance

1. CAV shall submit following information/materials to the SDCSS:
 - a. A description of the EL/ELD Program overview and processes;
 - b. Process for selecting standards aligned materials;
 - c. List of selected/piloted materials;
 - d. Scope and sequence aligned to grade-level standards; and
 - e. Clarification of professional learning to show coherence and relevant professional learning.
2. Throughout the term of the Charter, CAV shall continue to monitor and provide updates to the SDCSS regarding the Charter School's efforts and plan to strive to ensure that the Charter School's demographics reflect the racial and ethnic balance of the Vista Unified School District.

D. Fiscal Relationship

1. *Oversight Obligations.* SDCBOE oversight obligations include, but are not limited to, the following:

- a. 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 CAV and the SDCBOE.
- b. Monitoring performance and compliance with the Charter and with applicable laws pursuant to Education Code section 47604.32. CAV shall promptly respond to all reasonable inquiries of the SDCBOE, including, but not limited to, inquiries regarding its financial records.
- c. TCA, Inc. agrees that all of its records that relate in any way to the operation of CAV, including those submitted to the County, shall be treated as public records subject to the requirements of the Public Records Act, as well as Cal. Ed. Code §47604.3.
- d. Any process conducted in compliance with Education Code section 47607 related to the issuance of a notice to remedy or other corrective notice related to CAV's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the SDCBOE.
- e. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the CAV, to extent it is available in electronic form.
- f. CAV shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. CAV shall maintain a minimum reserve for economic uncertainties (designated fund balance) in no case less than 3% of year end expenditures of CAV, or as otherwise mutually agreed upon by CAV and the County.
- g. For purposes of fiscal oversight and monitoring by the SDCBOE, the SDCBOE requires CAV to provide information and documentation related to its operations. CAV shall provide all information and documentation in the form and at the times specified by the SDCBOE. Whether included in required reporting or not, CAV shall provide the SDCBOE with a copy of the following documents, data and reports, in the form and at the times specified or upon the SDCSS' request.

2. *Data Reporting*

- a. Student Data. CAV shall maintain contemporaneous written records of enrollment and ADA and make these records available to the SDCSS for inspection and audit upon request. CAV shall submit to the SDCSS a copy of all reports or other documents that CAV is required to submit to the State or other public agency in the State, including, but not limited to:
- 1) First 20 Days Attendance (new schools). Data must be submitted to the CDE no later than 15 days after the first 20 school days have elapsed.
 - 2) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
 - 3) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
 - 4) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

Such reports will be submitted to the SDCSS concurrently with submittal to the State or other public agency.

CAV shall submit student enrollment projections to the SDCSS by July 1 of the preceding school year each year. These projections should be consistent with CAV's budget for the following year.

Copies of amended state attendance reports, if any, shall be provided to the SDCSS within 3 weeks of discovery of the need for making such an amendment.

In addition to submission of the electronic data files, CAV will provide hard copies of back-up attendance documents within seven (7) business days, upon request.

CAV's student behavior expectation policies shall be provided to the SDCSS annually, by September 1 of each year, and as updated. If CAV expels a student, it is obligated to pay any costs of that student's placement in community day school and/or for the continued provision of a Free Appropriate Public Education during the term of expulsion unless the student elects to enroll in another LEA.

CAV shall inform the District of Residence and the SELPA in writing within ten (10) days of the date any student ceases to attend CAV for any reason during the school year, along with the date the student disenrolled, and the reason for disenrollment if known. No student may be involuntarily removed from CAV without compliance with CAV's Suspension/Expulsion policy or applicable state law.

- b. Personnel Data/Credential Data. Staffing data shall be available to the SDCSS on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at CAV and shall be subject to periodic inspection by the SDCBOE. All employees of CAV/TCA, Inc., volunteers who are not parents and who will be performing services that are not under the direct supervision of a CAV/TCA, Inc. employee, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with EC Section 45125.1. CAV will maintain on file, and available for inspection, a log or other 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. CAV 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.

CAV 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 section 44030.5. The SDCBOE shall be provided a copy of such report concurrently with its submittal to CTC.

All staff working at CAV are employees or contractors of CAV/TCA, Inc. CAV/TCA, Inc. shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. TCA, Inc. is the public school employer pursuant to the Educational Employment Relations Act. CAV/TCA, Inc. agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.

c. Budget/Financial Data

1) Cash Flow Data/Long-term Debt:

The SDCSS shall be notified in writing anytime CAV has to borrow money to meet cash flow obligations of \$100,000 or more or any long-term debt obligations if not for cash flow purchases (ex. Purchase of iPads, financing, construction, etc.) and such notice shall be made at least 10 calendar days prior to the encumbrance.

2) Budget/Financial Data:

CAV shall submit reports to the SDCSS in accordance with Education Code Section 47604.33 using state approved SACS reporting forms as follows:

- Preliminary budget on or before July 1.
- First interim financial report on or before December 15.
- Second interim financial report on or before March 15.
- Final unaudited report for the full prior year on or before September 15.

These reports must be submitted to the SDCSS accompanied by supplemental information including, but not limited to, the following:

- Explanations and budget assumptions for revenues and expenditures.
- Growth in average daily attendance (ADA) and the impact of the growth on liabilities, facilities, etc.
- An organizational chart identifying all charter school employees and respective salary schedules.
- A written summary of any significant changes in the budget or interim reports from one reporting period to the next period.
- Statement of cash flow for the current and subsequent fiscal year.
- Profit and loss statement.
- Disclosure of all multi-year fiscal obligations, such as loans, lines of credit, etc., for the next three years.

SDCSS may request additional information, as necessary, to evaluate the fiscal condition of CAV.

A copy of any revisions to CAV's budget guidelines, policies, and internal controls shall be provided to the SDCBOE within four weeks of adoption of revisions. CAV shall provide with its budget a copy of the budget guidelines, policies, and internal controls annually by June 30 of each year.

3) Financial Audit:

CAV shall provide a copy of CAV's Audited Financial Report to the SDCSS, the State Controller, and the CDE by December 15 of each year. CAV's Executive Director will review any audit exceptions or deficiencies and report to TCA, Inc.'s Board with recommendations on how to resolve them. CAV's Representative will submit a report to the SDCBOE describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the SDCBOE 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.

- d. Governance Data/Meeting Information. Copies of meeting agendas for meetings of the TCA, Inc. Board shall be posted at the CAV facility and on CAV's website at the time they are required to be distributed to the public pursuant to the Brown Act. Copies of meeting minutes of the TCA, Inc. Board shall be posted on CAV's website within 5 days after their approval by the governing board.

CAV shall annually (on or before July 1 of each year) send to the SDCSS a list of directors and officers of TCA, Inc. CAV shall notify the SDCSS within 30 days of any change in the composition of these directors and officers.

- e. Personnel Policies. An electronic copy of CAV's Employee Handbook (e.g. personnel and payroll policies) shall be provided to the SDCSS by August 15th. If CAV makes any changes to personnel policies, these will be provided in the Governing Board documents. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.
- f. Risk Management Data. CAV shall establish and institute risk

management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by CAV to the SDCSS annually no later than two weeks prior to the commencement of school. The SDCBOE, and its officers, officials, employees, agents and volunteers, shall be named as an additional insured. The SDCBOE shall be named as an additional insured. Should insurance expire or lapse for any reason, CAV shall not operate unless and until full coverage as set forth in Section P, is reinstated. The SDCSS reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

A copy of CAV's Health and Safety Plan will be maintained by CAV and shall be made available to the SDCSS within five business days of receipt of a written request from the SDCSS.

- g. Programmatic/Performance Audit. CAV shall prepare annual performance reports and submit them to the SDCSS annually no later than 30 days after CAASPP results are publicly released to CAV, starting with fall 2019.
- h. Instructional Materials. A list of core instructional materials by grade and content will be maintained by CAV and shall be made available to the SDCSS within five business days of receipt of a written request from the SDCSS.
- i. Calendar. CAV's calendar shall be submitted annually to the SDCSS by May 1 prior to the beginning of a new school year.
- j. Other. CAV shall provide such other documents, data and reports as may be reasonably requested or required by the SDCBOE or the County Office of Education.

3. Oversight Fees. CAV shall pay the SDCBOE one percent (1%) of its revenue to cover the actual cost of oversight. "Charter School revenue" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03, or as modified by the Legislature. CAV acknowledges that the County's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the County shall not be required to submit documentation of its actual oversight costs.

E. Administrative Services. CAV has the obligation to provide all administrative services necessary to operate CAV. CAV may provide these services directly or may contract with a third party to provide services, including the SDCSS. If CAV purchases administrative services from a third party other than the SDCSS it shall ensure that the SDCSS is able to access

CAV's documents held by the third-party service provider. Should CAV desire to purchase additional administrative or business services not included in this MOU from the SDCSS, CAV shall request administrative services in writing.

F. Students with Disabilities

1. *SELPA Membership.* CAV shall be its own local educational agency and represents that it is currently a member of the El Dorado County Charter Special Education Local Plan Area ("SELPA"). CAV is solely and independently responsible for compliance with the Individuals with Disabilities in 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 and/or enrolled at CAV. Any change to that status will require immediate revision to this Agreement and approval of material revision of the Charter.

2. CAV agrees to comply with any applicable laws, including any new laws enacted or adopted during the term of this MOU, that apply to students with disabilities.

3. At all times it is operational, CAV will have information posted on the Internet (and will update the posting as quickly as possible whenever the information changes) identifying the SELPA in which it is participating or of which it is a member, including any documentation pertaining to that participation or membership, such as an MOU.

4. *Section 504 FAPE.* CAV 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 CAV. CAV 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 CAV may be eligible for such services under Section 504. CAV 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 CAV. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by CAV. CAV shall adopt legally compliant Section 504 policies, procedures and forms. These policies, procedures and forms will describe how CAV will:

- a. Respond to requests from parents for evaluation and/or services;
- b. Conduct evaluations of students;
- c. Convene meetings to determine eligibility and/or placement and services;
- d. Provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and
- e. Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

5. *Designated Employee.* By September 1 of each year, CAV shall designate a CAV employee responsible for compliance with this Section and notify the SDCSS in writing of the responsible Individual prior to that date.

G. Periodic Site Visits

1. Pursuant to Education Code section 47604.32, the SDCSS will conduct at least one site visit annually in order to assess CAV's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter.

2. The site visits may include review of the facility, review of records maintained by CAV, interviews with the Executive Director of the Charter School, staff, and observation of instruction in the classroom, including voluntary and non-disruptive student and parent discussion. The site visit evaluations for each year will be considered in any renewal decision made at the end of the term of the charter.

3. The SDCSS reserves the right to make unannounced visits to CAV, but shall not impede or interrupt CAV's education or instructional program.

H. Governance

1. *Posting of Information.* At all times it is operational, CAV will have the following information posted on its Website and will update the posting as quickly as possible whenever the information changes:

- a. Articles of Incorporation and Bylaws for TCA, Inc.;
- b. Roster and biographies of current governing board members of TCA, Inc.;
- c. The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings; and
- d. All meeting agendas and minutes for TCA, Inc. Board meetings.

2. *Brown Act Training.* TCA, Inc. will provide annual Brown Act training to its governing board members and key administrative staff.

3. *Governing Board Policies.* The TCA, Inc. governing board shall adopt policies and procedures to guide the operation of CAV. The policies and procedures will include, but not be limited to, the following:

- a. Conflict of Interest. TCA, Inc. and its employees shall adhere to its conflict of interest code which shall include provisions indicating CAV will adhere to the Political Reform Act and Government Code Section 1090. However, should a law, regulation, or applicable court decision clarify which conflicts of interest laws apply to charter schools, the County and TCA, Inc. agree to comply with the updated law or decision. TCA, Inc. will train board members and impacted TCA, Inc./ CAV employees

regarding its conflict of interest and, upon request, provide verification of such training.

- b. Board policies may be requested annually by SDCOE including but not limited to: Internal Fiscal Controls, Student Discipline Policies, Parent/Student handbook and the Health and Safety Plan.

I. Administration

1. *Enrollment and Admissions Documentation.* At all times it is operational, CAV will have the following information posted on the Internet and will update the posting as quickly as possible whenever the information changes:

- a. Procedures for application, the public random drawing, enrollment, and admission.
- b. A copy of any application and enrollment forms and information provided to prospective families.

2. *Management Contracts.* CAV will not enter into a new contract with an education management organization (EMO) or charter management organization (CMO) without first requesting and receiving approval of a material revision of the Charter or obtaining prior approval from the County Superintendent or designee.

Prior to entering into a contract (or as the contract is revised) with an EMO or CMO, CAV will provide the following information to the SDCBOE:

- a. A draft of the proposed management contract.
- b. A recent corporate annual report and audited financial statements for the EMO/CMO.
- c. A description of the EMO's/CMO's roles and responsibilities for the management of the Charter School and the internal controls that will be put in place to guide the relationship.
- d. A list of other schools managed by the EMO/CMO and the academic and operational results of such management. A list of and background on the EMO's/CMO's leaders and board of directors.
- e. A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that none of the principals of either the EMO/CMO or Charter School have conflict of interests in any way relating to the contract.

3. The SDCBOE or the Superintendent or designee will review and must approve any changes to school management contracts prior to CAV entering into or revising the

contract. CAV must provide the SDCBOE a copy of its agreement, if applicable, with the vendor that will provide business services to CAV, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, specifying the exact services that will be provided, the cost, and the term of the contract. CAV will provide copies of any other MOUs or contracts with CAV's back office service providers upon request.

4. *Facilities Agreement.* CAV is responsible to secure its own facilities, including any additional agreements necessary to secure the facilities. In order to operate under the SDCBOE authorization, CAV must demonstrate by no later than 10 days prior to the start of each school year that it has possession and use of facilities capable of housing its education program as described in the Charter. TCA, Inc. will furnish the County with all local approvals (Cal. Ed. Code §47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. CAV cannot exempt itself from applicable local zoning or building code ordinances.

Once open, CAV may change or open new facilities or sites only with prior approval of the material revision by the SDCBOE. However, CAV may seek prior approval from the SDCSS in lieu of a material revision to relocate if relocation is necessary due to emergency circumstances (such as flooding); if CAV is unable to renew an existing lease; or if CAV wishes to terminate an existing lease.

J. Affirmations and Assurances

The following provisions "Affirmation and Assurances" unequivocally supersede any inconsistent provisions in the Charter Petition.

1. Throughout this Agreement, the Charter and any attachments, exhibits, and/or appendices hereto, any and all references to CAV and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) Classical Academy, Vista ("TCA, Inc.") corporate entity, and for all purposes related to this Charter or the operations of CAV, both the School and CAV, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

2. Throughout this Agreement, the Charter and any attachments, exhibits, and/or appendices hereto, anytime that CAV/TCA, Inc. states that it will follow the requirements of a particular Section of the Education Code or other law, it means that CAV/TCA, Inc. will comply with these laws in the same manner as required for California non-charter public schools, except where otherwise specified.

3. The Charter School shall comply with Education Code Section 35292.6 if applicable.

4. The Charter School shall comply with Health & Safety Code Section 116277.

K. Element D: Governance Structure

These provisions are the controlling language regarding "Governance Structure" and, as such, unequivocally supersede any inconsistent provisions in Element D of the Charter Petition.

1. Should the provisions of the Charter and/or this Agreement conflict with the Articles of Incorporation, Bylaws, policies, or practices of the Charter School or the corporation, the provisions of this Charter shall prevail, unless the Charter is inconsistent with the Agreement, in which case the Agreement shall prevail. CAV shall provide written notice to SDCSS of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the TCA, Inc. governing board. Should SDCSS consider the proposed revision(s) to be a material revision to CAV's governance structure or Charter, CAV may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should TCA, Inc. adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to SDCSS within three (3) business days of the adoption of such revision(s). CAV shall provide to SDCSS copies of all of its Governing Board agendas (including all backup materials), and agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.
2. All meetings of the Board of Directors shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) and all implementing regulations.
3. Further, by the terms of this Charter, CAV and the TCA, Inc. Governing Board are obligated to comply with the requirements of Government Code Section 1090 et seq., the Political Reform Act, the Brown Act, and the California Public Records Act to the same extent as if the Charter School were a non-charter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control. However, should a law, regulation, or applicable court decision clarify which conflicts of interest laws apply to charter schools, Charter School and the SDCSS agree to comply with the updated law or decision. Charter School shall submit to the SDCSS by

September 30, 2018 copies of updated bylaws and conflict of interest policies that reflect CAV/TCA, Inc.'s compliance with Government Code Section 1090.

As such, the Charter School shall not enter into a contract or transaction that violates Government Code Section 1090 *et seq.*, the Political Reform Act of 1974, Corporations Code requirements for the operation of a nonprofit corporation, or constitutes a conflict of interest in violation of the Corporation's conflict of interest code.

4. Contracts – CMO, EMO or Back Office

CAV shall include the following language in all contracts for the provision of any back office, administrative or consulting services by an educational management organization ("EMO") or charter management organization ("CMO") for the charter school in excess of \$10,000:

"The CMO, EMO or back office provider retained by CAV and CAV will, upon request of the SDCSS representatives, SDCSS staff and/or FCMAT, respond to and provide copies of any and all documents related to the operations of the school in the possession and control of the CMO, EMO or back office services provider. Additionally, the CMO, EMO and/or back office provider will respond to any and all reasonable inquiries in the same manner as the Charter School, as provided in Education Code section 47604.3. If the CMO, EMO and/or back office provider fail to provide the requested information to SDCSS and/or FCMAT, the Charter School will take affirmative steps to terminate the contract between the charter school and its operating organization CAV and the CMO, EMO and/or back office provider."

L. Element H: Admission Policies and Procedures

These provisions are the controlling language regarding "Admissions Policies and Procedures" and, as such, unequivocally supersede any inconsistent provisions in Element H as submitted with the Charter Petition.

1. Under no circumstance shall any student be adversely impacted, in any manner, in admission or in any academic program whatsoever, for financial reasons, including, without limitation, a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to CAV, nor shall any course credit or privileges related to CAV education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services. Any and all volunteer

policies, documents, or other communications requesting or encouraging parents/guardians to volunteer or make donations, including any information regarding volunteering, shall clearly specify that donations and volunteer hours, while encouraged, are purely optional, and are not required as a factor affecting or a condition of admission, continued enrollment, or any other privilege offered by CAV, with such notice in a typeface and font as least as large as the remainder of the documentation and formatted in a manner so that it is readily visible. CAV shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Sections 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School's program. Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

M. Element J: Pupil Suspension and Expulsion Procedures

These provisions are the controlling language regarding "Pupil Suspension and Expulsion Procedures" and, as such, unequivocally supersede any inconsistent provisions in Element J as submitted with the Charter Petition.

1. The parties agree that the Pupil Suspension and Expulsion Procedures set forth in the Charter shall be the only processes for CAV to involuntarily dismiss, remove, or otherwise exclude a student who attends CAV for any reason, including but not limited to, disciplinary and academic causes.
2. The parties agree that members of the Administrative Panel to be assigned by the Charter School Board of Directors will neither be a teacher of the pupil recommended for expulsion or a member of the Charter School Board of Directors; nor shall any Panel member have been directly involved with making the recommendation for expulsion.

N. Element N: Dispute Resolution

These provisions are the controlling language regarding "Dispute Resolution" and, as such, unequivocally supersede any inconsistent provisions in Element N as submitted with the Charter Petition.

1. Disputes Between the SDCSS and CAV

CAV and the SDCSS will always attempt to resolve any disputes between them amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of the SDCSS and the CAV.

If either the Charter School or SDCSS determines that a violation of the

Charter or MOU or any other applicable law may have occurred or a problem has arisen related to the operation of CAV and/or the SDCSS' oversight obligations, or a dispute otherwise arises between the SDCSS and CAV, the following procedures shall be followed to resolve the dispute:

- a. Should either party determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and the SDCSS may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations, or take action as it deems necessary.
- b. In the event that the SDCSS believes that the dispute relates to an issue that could lead to revocation of the Charter under Education Code Section 46707, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a prerequisite to the SDCSS' ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the SDCSS may choose, in its sole discretion, to proceed directly with the revocation procedures as set forth in Education Code Section 47607 and its implementing regulations or may choose to participate in all or part of the dispute resolution procedures set forth below.
- c. If the violation or issue in question does not constitute a severe and imminent threat and the SDCSS has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue ("the Dispute Statement") and refer the issue to the SDCSS Superintendent and CAV Executive Director, or their respective designees. The date that this written notice is provided or sent shall be the "Notice Date." Upon issuance of the Dispute Statement, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within five (5) calendar days after the Notice Date, or as mutually agreed upon by both parties. The SDCSS representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be CAV Executive Director or Superintendent's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties may proceed to Step d or take any other action they deem appropriate in response to the dispute.

- d. If the dispute is not resolved in accordance with the procedures through Step c, either Party will have been deemed to have exhausted the administrative remedies within the Charter and this MOU and may pursue any alternative legal options for resolution, including, the SDCSS may commence revocation of the Charter and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

2. Internal Disputes

The Charter School will utilize their internal dispute resolution process as stated in the petition.

The SDCSS will refer all disputes or complaints it receives not related to a possible violation of the Charter, the MOU or law or the SDCSS' oversight obligations to CAV's Executive Director or designee for resolution according to CAV's internal dispute resolution process. Should the SDCSS receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, CAV shall provide the SDCSS with updates regarding CAV's investigation and resolution of the matter upon request from SDCSS and upon resolution of the complaint or issue. In the event that CAV's adopted policies and processes fail to resolve the dispute, the SDCSS agrees not to intervene in the dispute without the consent of the CAV Board unless the matter relates to a possible violation of the Charter the MOU or law or to the operation of the Charter School or the SDCSS' oversight obligations.

O. Element O: Closure Procedures

These provisions are the controlling language regarding "Closure Procedures" and, as such, unequivocally supersede any inconsistent provisions in Element P as submitted with the Charter Petition.

1. On closure, The Classical Academy, Inc. shall remain solely responsible for all liabilities arising from the operation of Classical Academy, Vista.
2. Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of the Charter School, all assets of CAV – including but not limited to all leaseholds, personal property, intellectual property developed or acquired using state or federal funds, and all ADA apportionments and other revenues generated by students attending CAV – which have been determined to have been generated exclusively through state and federal apportionment funds for CAV students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed per the charter document and the Articles of Incorporation. Any assets acquired from the SDCSS or SDCSS property will be promptly returned to the SDCSS upon CAV's closure. The

distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of CAV will be liquidated and all creditors will be paid first.

3. This Closure Protocol and the Closure Protocol set forth in the Charter shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. CAV and the SDCSS agree that, due to the nature of the property and activities that are the subject of this MOU, the SDCSS and public shall suffer irreparable harm should CAV breach any obligation under its Closure Protocol. The SDCSS, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the SDCSS. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

CAV will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

P. Miscellaneous Provisions

These provisions apply to the Charter with full force and effect, and, where different from the Charter and any Exhibits, are controlling.

1. Term and Renewal. Charter School shall not submit a renewal petition prior to August 1, 2020 and no later than 120 days before the term of the charter is due to expire. The Parties mutually agree that the Charter Schools Act does not permit "evergreen" terms or the "stacking" of terms, meaning that the maximum number of full years that a charter school may have in its term at any time is five.

Additionally, the Charter School may seek, and the SDCBOE may approve, an extension of CAV's initial charter term by two years, so that the initial charter term is five years - July 1, 2018 through and including June 30, 2023 - provided that the request for extension is not submitted prior to August 1, 2020 and no later than 120 days before the term of the charter is due to expire.

Any renewal request shall include all of the following materials:

- 1) At least 7 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from

the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;

2) A redline comparing the renewal Charter to the current Charter included in the notebook;

3) An electronic (Word) version of both the clean and redline versions of the renewal Charter.

2. The SDCBOE delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU, the Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of the Charter.

3. Indemnification. To the fullest extent permitted by law, CAV agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to the County and hold harmless the County, the County Board, and each of their members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs and interest, that in any way arise out of or relate to any actual or alleged act or omission on the part of CAV, and/or on the part of the board of directors, members, officers, board appointed groups, committees, boards, and any other CAV appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of CAV in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this Charter, any memorandum of understanding (MOU) between the parties (except to the extent specified in such MOU), and/or in any way related to the operation or operations of CAV or of any other facility, program, or activity, and/or for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

The obligations of CAV to defend the County and the other Indemnitees identified herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty nor shall be contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this section. However, nothing in this section shall be

constructed to obligate CAV to indemnify Indemnites for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of CAV shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnites.

CAV further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter and any MOU between the parties extend to indemnify, defend, and hold the Indemnites harmless from any and all financial obligations in the event of an unbalanced budget.

CAV's obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter and/or any MOU between the parties or any other act or event that would end the CAV's right to operate as a charter school pursuant to its Charter or cause CAV to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law. CAV shall at all times be operated by or as a nonprofit public benefit corporation.

Nothing in this provision shall serve to reduce or excuse CAV's obligations to obtain and maintain the insurance required by this Charter and/or any MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this Charter and/or any MOU between the parties, nor shall limit any rights Indemnites may have under applicable law, including without limitation, the right of implied indemnity.

4. Insurance Requirements. CAV shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the San Diego County Office of Education's risk manager.

No coverage shall be provided to CAV by the County, including self-insured programs or commercial insurance policies. In the event CAV adds locations (which may only be done through an approved material

revision to its Charter), each CAV location shall meet the below insurance requirements individually. It shall continue to be CAV's responsibility, not the County's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

By August 20, 2018, CAV shall purchase and maintain in full force and effect at all times during the term of this Charter and/or any MOU or other agreement between the parties insurance in amounts and types and subject to the terms approved by the San Diego Office of Education's risk manager and as specified below. CAV's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any MOU or any other agreement between the parties or any other act or event that would end CAV's right to operate as a charter school pursuant to its Charter or cause CAV to cease operations until CAV has fully complied with the Closure Protocol set forth in this Charter and/or any closure or termination procedures or requirements in any MOU or other agreement between the parties and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this Charter or any MOU or other agreement between the parties and/or the defense, indemnity, and hold-harmless obligations of CAV, throughout the life of the Charter and any MOU or other agreement between the parties, CAV shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate. This coverage will be on an occurrence basis.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$5,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship

program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

- B. General Liability Insurance Endorsement Negligence Related to **Corporal Punishment** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$1,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$1,000,000.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented if such coverage is not provided by the policy referenced in (a), and (c) Business Personal Property, to protect on a Special Form, basis, for all furniture, equipment and supplies of Dimensions. If any County property is leased, rented or borrowed, it shall also be insured by Dimensions in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 each occurrence.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY insurance and/or coverage, as required by applicable law, with not less than statutory limits for Workers' Compensation and Employer's Liability insurance with limits of not less than \$1,000,000 for bodily injury by accident or disease.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$5,000,000 each occurrence.

**COMMERCIAL CRIME/FAITHFUL
PERFORMANCE/FIDELITY BOND** coverage shall be maintained by Dimensions to cover all Dimensions employees who handle, process or otherwise have responsibility for Dimensions funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention. The bond/policy deductible shall not exceed \$5,000.

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the County, County Board members, officers, County Board appointed groups, committees, boards, and any other County Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "County and the County Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the County and/or by the County Personnel shall be in excess of CAV's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by CAV; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis with a policy retroactive date that precedes the effective date of this agreement and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the County by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the County by the insurer, CAV shall also provide the County with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, CAV shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter may be subject to revocation pursuant Education Code Section 47607.

The acceptance by the County of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of CAV or of any insurer or joint powers authority to the County.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the County and/or the County Personnel are waived.

5. Verification of Coverage. CAV shall provide to the County duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the San Diego County Office of Education Charter Office within thirty (30) days of the approval of this Charter and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the County for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of CAV to defend, indemnify, and hold harmless the County and the County Personnel.
6. Deductibles and Limits of Liability. The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of CAV to defend, indemnify, and hold harmless the County and the County Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims. Permitting the Charter School to purchase an E&O policy on a "claims-made" basis may result in coverage that includes defense within limits on that policy. Most pools also provide defense within limits.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this Charter must be declared to and approved by the County.

CAV shall promptly respond to all inquiries from the County regarding any claims against CAV and/or any obligation of CAV under the

foregoing provisions of this Charter.

Additionally, CAV shall, at all times, maintain a funds balance (reserve) of its expenditures as set forth in the MOU between the parties.

7. Debts and Obligations. CAV shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.
8. Independent Entity. CAV and its officers, board members, employees and volunteers, shall operate and provide the school services pursuant to this Charter as a wholly independent entity. CAV and the County shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The County shall not be liable for the actions or liabilities of CAV.
9. Enrollment. CAV has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the County, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.
10. Performance Assessment. CAV shall forward results, excepting individual student results, from all statewide assessments, to the SDCOE promptly upon receipt by CAV, but in no event later than thirty (30) days after such receipt, except that results of the English Language Proficiency Assessments for California ("ELPAC") shall be submitted to the County no later than two (2) weeks after receipt of test results.
11. Litigation. CAV shall notify the SDCOE of any pending litigation or legal action taken by any party against CAV or any employee within 30 calendar days of the Charter School receiving said notice.
12. School Name. The Charter School shall be known as Classical Academy Vista Charter School. CAV may not change its name, nor operate under any other name, without the prior express written approval of the SDCSS.
13. Transportation. All responsibility for transportation services, if offered, will be provided by CAV.
14. Designees. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the SDCBOE: Dr. Paul Gothold, Superintendent
San Diego County Office of Education
6401 Linda Vista Road
San Diego, California 92711
858-292-3514

If to the Charter School: Cameron Curry, Executive Director
Classical Academy, Vista Charter School
4010 Mystra Way
Oceanside, CA 92056

15. Legal Counsel. CAV shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
16. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward CAV may be mailed to the SDCBOE, the SDCBOE agrees to pass on such documents and forms to CAV in a timely manner, so it may complete its legal obligations. CAV has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
17. Material Revisions to Charter. The County Superintendent or designee shall have discretion to determine whether a change to any aspect of the charter petition, including, but not limited to, the Charter, Articles of Incorporation, Bylaws, policies or practices of the school is a material revision, requiring prior SDCBOE approval through the material revision process. The County Superintendent or designee shall make a determination as to the materiality of the proposed revision(s) and notify CAV within ten (10) working days after the school submits the proposed revisions. If the County Superintendent does not timely provide a materiality determination, the proposed revision(s) is deemed non-material for purposes of Education Code section 47607. Changes to the Charter deemed to be material revisions may not be made without the SDCBOE's consideration and approval. Revisions to the Charter considered to be material revisions include, but are not limited to, the following:
 - a. Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
 - b. Proposed changes in enrollment that differs by more than 25 percent +/- of the enrollment originally projected in the Charter, or as approved by the SDCBOE in a subsequently revised charter.
 - c. Addition or deletion of grades or grade levels to be served.
 - d. Admissions preferences, unless required for compliance with the PCSGP grant program.

18. Compliance with Laws. The Charter School agrees to comply at all times with federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, § 12900 *et seq.*);

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 TCA, Inc. with any other non-profit 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 SDCBOE 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. Interpretation. The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

T. Amendments. This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by a duly authorized representative of SDCBOE and CAV. In the event that any applicable law mentioned herein is amended or modified by legislative action, administrative interpretation and/or otherwise to allow CAV greater flexibility in its operations and/or obligations, the Parties may amend this MOU by mutual written agreement.

U. Reimbursement of Mandated Costs. CAV shall seek reimbursements of its mandated costs, if any, directly from the State.

This represents the full and final agreement between CAV and the SDCBOE and shall only be modified in writing by the mutual agreement of the Parties. This Agreement may be signed in

counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

Dated: _____

Dr. Paul Gothold, Superintendent,
San Diego County Office of
Education, on behalf of the San Diego County
Board of Education

Dated: 7-31-18



Cameron Curry, Executive Director
Classical Academy, Vista