

**MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL
OVERSIGHT AND OPERATIONS
by and between
REDWOOD CITY SCHOOL DISTRICT
AND
CONNECT COMMUNITY CHARTER SCHOOL**

This Memorandum of Understanding ("MOU") is entered into by and between the Redwood City School District ("District") and Connect Community Charter School, a California nonprofit public benefit corporation ("Connect"), operating Connect Community Charter School ("Charter School") under the District's oversight. District and Connect are collectively referred to herein as the "Parties."

I. RECITALS

- A. District is a school district existing under the laws of the State of California.
- B. Connect is a nonprofit, public benefit corporation that operates the Charter School in accordance with state and federal laws and under the oversight of the District. Connect shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein, and where this MOU obligates Charter School to a particular course of action, Connect is coextensively required to fulfill such obligation.
- C. The District is the chartering authority of the Charter School. Charter School's renewal charter petition was last approved by the District's Board of Trustees for a five (5) year term commencing July 1, 2025, and ending June 30, 2030 ("Charter").
- D. This MOU is intended to outline the agreement of Connect, the Charter School, and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of the Charter School.
- E. The terms of this MOU are intended by both Parties to become part of the standards and procedures set forth in the Charter. To the extent the terms of this MOU is/are inconsistent with any terms of the Charter, this MOU shall control. In addition, if the Charter is silent on an issue addressed by this MOU, this MOU shall control. As such, any violation of this MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607(f) will be treated and enforced by the District in the same manner, subject to Education Code Section 47607(g)-(n) and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

II. AGREEMENT

1. Term

- 1.1. The term of this MOU shall run from July 1, 2025, through June 30, 2030, coterminous with the term of the Charter as last renewed by the District Board, unless earlier terminated in accordance with this MOU. This MOU shall be effective upon ratification by both the District's Board and the Connect Board of

Directors.

- 1.2. This MOU shall terminate automatically upon closure of 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.

2. Designated Representatives

- 2.1. The designated representative of the Charter School is the Director/Principal, or designee.
- 2.2. The designated representative of the District is the Superintendent, or designee.
- 2.3. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School directed to the designated representative of the District.

3. State Funding

- 3.1. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. Connect shall maintain its status in good standing with the Internal Revenue Service, and the State of California, shall operate in compliance with its Bylaws, the Charter, and applicable law, and shall further ensure that the Charter School operates in compliance with all applicable laws. Any failure of Charter School to operate in compliance with all applicable laws may be deemed a material violation of the Charter.
- 3.2. The Connect Board of Directors shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically within the constraints of Charter School's Charter and its annual budget. The District shall not be liable for the debts or obligations of Charter School, for claims arising from the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Connect and Charter School, and Connect agrees to indemnify the District against any such claims as set forth in the Charter and this Section if the District has complied with the oversight responsibilities required by law, including those required by Education Code Sections 47604.32 and 47605(m).
- 3.3. Neither Connect nor the Charter School shall enter into any agreement to be "operated by", as that term is defined in Education Code section 47604, any other non-profit benefit corporation (or any other corporation or entity) without the approval of the District. The replacement of Connect 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.
- 3.4. Neither Connect nor Charter School shall 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.

- 3.5. In addition to the indemnification obligations contained in Exhibit "A" to the MOU, Connect and Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its board members, 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 District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in Connection with, Connect and Charter School's performance under this MOU or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Connect and 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 the negligence or 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 Connect and Charter School and/or its Board and Personnel. This indemnification clause shall survive termination of this MOU.

4. Compliance with Laws

- 4.1. Connect and Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Govt. Code, § 54950 *et seq.*), the California Public Records Act (Govt. Code, § 7920.000 *et seq.*), and conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act (Govt. Code, § 81000), and Government Code Section 1090 *et seq.*, as set forth in Education Code section 47604.1, as well as applicable nonprofit public benefit corporation laws (Corp. Code, §5110 *et seq.*).
- 4.2. 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, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, *et seq.* as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), and agrees to take appropriate remedial action if notified by the District, State of California, and/or Office for Civil Rights ("OCR") or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing. Notwithstanding Education Code section 47610, the Charter School shall comply with the Education Code sections 49060 through 49079.

5. Complaints

- 5.1. Any formal written complaints or concerns (including complaints filed with OCR, CDE, Equal Employment Opportunity Commission ("EEOC"), or California Civil Rights Department ("CRD") received by the Charter School about Charter

School or any aspect of the operation of Charter School shall be forwarded to the District by the Charter School within five (5) business days of receiving the complaint. District may request that Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall cooperate fully with such requests from the District and promptly provide such information. Charter School 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.

6. Supervisory Oversight

6.1. Oversight Obligations: Charter School and District agree that the “supervisory oversight” as used in Education Code section 47613 shall include, but is not limited to, the following:

- (a) Review and revision of this MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Connect, Charter School, and the District.
- (b) All activities related to the charter renewal, material revision, and revocation processes, including 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 Charter School’s operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
- (d) Review of the Charter School’s annual independent fiscal and programmatic audit reports and related processes related to the Charter School’s annual audit.
- (e) Completion of the following duties under Education Code section 47604.32(a):
 - i. Identify at least one (1) District staff member as a contact person for the Charter School.
 - ii. Visiting Charter School at least annually.
 - iii. Ensuring that Charter School complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
 - iv. Monitoring the fiscal condition of Charter School.
 - v. Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal

of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.

- vi. Any review of teacher credentials pursuant to Education Code section 47605(l).
 - vii. Participation in the dispute resolution process described in the Charter.
- 6.2. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
- 6.3. Oversight Fees. Charter School shall pay the District up to one percent (1%) of Charter School's revenues to cover the actual cost of oversight. "Charter School revenue" means the amount received by the Charter School in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. The Charter School shall reserve within its budget one percent (1%) of the Revenue of the Charter School for District oversight costs. The District will invoice Charter School for this amount at the end of each fiscal year. Amounts not paid within thirty (30) calendar days from the Charter School's receipt of the invoice may be deducted from the in-lieu-of property taxes, if any, otherwise due from the District to the Charter School.

7. Student Data

- 7.1. Charter School shall submit student enrollment projections for the next school year to the District by May 1 of each school year. Any additional student data information with respect to Charter School shall be provided to the District within seven (7) business days of request by District personnel, or as otherwise deemed reasonable by the District and Charter School
- 7.2. Charter School shall be responsible for its daily attendance accounting. Charter School shall maintain an attendance reporting calendar and maintain an attendance accounting system to record and account for Average Daily Attendance ("ADA"). Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the District prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the District within fourteen (14) calendar days of discovery of the need for making such an amendment. Charter School shall be responsible for reporting all necessary information for the California Basic Educational Data System ("CBEDS") and the California Longitudinal Pupil Achievement Data System ("CALPADS") to the CDE.

Charter School's annual audit shall include a review of actual attendance accounting records and attendance accounting practices to ensure compliance with the law.

- 7.3. Charter School shall submit actual enrollment data to the District twice per year (at CBEDS in October and sometime in March) for all students enrolled in the Charter School.

- 7.4. Charter School hereby designates employees of the District as having a legitimate educational interest such that they are entitled access to education records, on an as needed basis, of the Charter School's students under FERPA and California Education Code 49076.
- 7.5. Charter School's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated; all updates shall be specifically identified for ease of reference and review.
- 7.6. Charter School shall inform the student's school district of residence in writing within thirty (30) calendar days of any student who ceases attendance at the Charter School, the date the student was disenrolled, and the reason for disenrollment (if known).

8. Personnel Data/Credential Data/Criminal Background Check Data

- 8.1. Charter School shall comply with all applicable state and federal statutory and regulatory requirements for teachers and paraprofessionals used for instructional support. Teacher and paraprofessional credentials, clearances, and permits shall be maintained on file at Charter School and shall be made available to the District for inspection upon request.
- 8.2. Charter School shall maintain a Master Schedule listing all teaching assignments and provide to the District upon request. Charter School will make available upon request staff credentials to District not later than October 31 each year.
- 8.3. Charter School will maintain on file evidence that clear criminal records summaries based on Department of Justice criminal background checks were conducted, received, and assessed for each employee prior to employment. Throughout the term of the Charter and this MOU, Charter School shall ensure that all Charter School employees and volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and any contractors/vendors whose duties will require more than limited contact with Charter School students outside of the immediate supervision and control of a school employee, will comply with the criminal background check and fingerprinting requirements of Education Code sections 44237 and 45125.1.
- 8.4. Charter School shall maintain employee personnel records for each employee including contracts, copies of credentials, federal 1-9 form, tax withholding forms, retirement information, leave usage, and documentation of compliance with all Internal Revenue Service regulations regarding determination of employee/independent contractor status. Charter School will make available upon request staff credentials to District not later than October 31 each year.
- 8.5. 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 section 44030.5.

9. **Budget/Financial Data**

9.1. Cash Flow Data/Long-term Debt.

Charter School agrees that all loans or other financial commitments by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter School shall provide the District with not less than thirty (30) calendar days' advance notice of Connect Board's action to incur short term debt for cash flow purposes or long-term debt beyond five (5) years on behalf of, or for the benefit of, Charter School.

The Charter School agrees to communicate with the District, prior to the finalization of the loan agreement. This communication with the District will provide information regarding the details of the loan, including the potential lender(s), repayment schedule, the impact on the Charter School's current operating budget and its multiyear financial plan. Notwithstanding the foregoing, in the event the Charter School deems it necessary to incur short-term debt in fewer than thirty (30) calendar days, the Charter School shall provide notice to the District within seven (7) business days.

9.2. Financial Data.

- (a) Bank account reconciliations for Charter School will be the responsibility of Connect.
- (b) Connect shall annually prepare and submit the following information to the District (Attention: District Superintendent and Chief Business Official) regarding Charter School:
 - i. On or before July 1st, a preliminary budget approved by the Connect Board for the upcoming fiscal year. The preliminary budget shall include all key budget variables, including revenue, expenditure, debt, 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;
 - ii. Annual Local Control and Accountability Plan update on or before July 1;
 - iii. A revised budget no later than forty-five (45) calendar days after the Governor signs the State's budget for the fiscal year if the State's budget included material changes from the Governor's May Revise;
 - iv. First interim financial report on or before December 15, displaying the financial status of the Charter School as of October 31;
 - v. Second interim financial report on or before March 15, displaying the financial status of the Charter School as of January 31;

- vi. Final unaudited report for the full prior year on or before September 15.
- (c) Copies of budget revisions shall be provided to the District within fourteen (14) calendar days from approval by Connect's Board of Directors.
- (d) Connect shall submit to the District a copy of the Form 990 for Connect within ten (10) business days of filing each year.
- (e) In accordance with Education Code section 47604.3, Charter School shall promptly respond to reasonable inquiries from the District and respond with additional information regarding its financial records, upon written request of the District.
- (f) A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District on an annual basis. Updates shall be specifically noted for ease of reference and review.
- (g) The Charter School will provide cash flow reports and copies of bank account statements, and cash reconciliations to general ledger to the District upon request.
- (h) The District reserves the right to request additional Charter School financial information and inspect Charter School financial records if District officials, in their sole discretion, deem such information necessary to perform required charter authorizer oversight responsibilities. Such requests will be made in writing and reasonable timeframes will be established to allow the Charter School to produce such additional financial information.

9.3. Fiscal Services/Back-Office Services Provider.

- (a) The District and Charter School agree that the District shall not be required to act as the fiscal agent for Charter School. It is understood that, as between the District and the Charter School, Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms.
- (b) In the event that the Charter School utilizes the services of a third party back-office services provider as part of its structure or operations, Charter School shall:
 - i. Provide the District with the name and contact information of the back-office services provider, and the contract with the provider, and notify the District within seven (7) business days regarding any changes to such information and when Charter School changes its back-office service provider.
 - ii. Ensure the District has access to all records of the Charter School in the possession of the back-office services provider and that all such records are available for review by the District at any time.

- iii. Ensure that its back-office services provider promptly responds to all reasonable inquiries from the District, which shall be routed through the Charter School, regarding the Charter School's records in the back-office service provider's possession, including financial records, and ensure that its back-office services provider shall agree to consult with the District regarding such inquiries.

9.4. Minimum Reserve.

Connect, on behalf of Charter School, agrees to maintain at all times a minimum cash reserve for economic uncertainties of five percent (5%) of the annual expenditures of Charter School. If the Charter School anticipates the need to maintain a lesser minimum reserve amount, it shall provide a written explanation to the District. Falling below this reserve, provided notice has been given pursuant to this term, shall not be deemed a material violation of this MOU or the Charter.

9.5. Financial Audit.

- (a) Charter School shall provide a copy of Charter School's Audited Financial Report to the District, the San Mateo County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Charter School's Executive Director will review any audit exceptions or deficiencies and report to the Charter School Governing Board with recommendations on how to resolve them. Charter School 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, which shall not be unreasonably withheld, along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the dispute resolution process described in the Charter.
- (b) In accordance with and in addition to the Charter School's obligation to promptly respond to all reasonable inquiries as required by Education Code section 47604.3, the Charter School shall notify the District within three (3) business days in writing of any request for special audits, information, or an investigation by any federal, state or local government agency, or a grand jury. The Charter School shall provide District with any and all requested information, audit or inquiry, as the District, in its sole discretion, may request. The Charter School shall at all times keep the District informed regarding any such inquiry, investigation or audit and shall provide the District sufficient notice of scheduled meetings, conferences, or discussions, related to a government inquiry, investigation, or audit, so that the District may attend if desired. The District shall have access to any conclusions, findings, or non-attorney-client protected reports related to any government inquiry, investigation or audit.

10. Board of Directors

10.1. Connect Board of Directors Meetings.

Agendas for meetings of the Connect Board of Directors, and agenda packet materials/documents shall be posted at the Charter School facility and on its website in accordance with the Brown Act.

Connect shall establish an annual calendar listing the dates of its regular Board meetings and shall provide the District with copy of the calendar by electronic mail once approved. Charter School shall provide the District with prior notification of all special meetings of the Connect Board not included on the annual calendar. Such notice shall be accomplished by the public posting of the agenda.

10.2. Board of Directors Meeting Calendar. Charter School shall annually (by September 1 of each year) send to the District (Attention: Superintendent and Chief Business Official) a list of the Connect Board directors and officers, including email addresses and phone numbers. Charter School shall provide the District with written notice of any change in the composition of these directors and officers within five (5) business days of any such change(s).

10.3. Bylaws/Articles of Incorporation. Charter School shall promptly provide the District with all subsequent amendments to the Connect Board of Directors Bylaws and/or Articles of Incorporation.

11. Personnel

11.1. A copy of Charter School's personnel and payroll policies shall be provided to the District by September 1, 2025, and within ten (10) business days from any subsequent amendment.

11.2. All staff working at Charter School are employees of Connect. Connect shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees working at Charter School.

12. Health and Safety Plan

12.1. Charter School shall maintain clear student safety policies that are adequate to maintain safety for Charter School's students. A copy of the Charter School's Health and Safety related plans, policies, and/or handbooks will be maintained by the Charter School and shall be provided to the District by September 1, 2025, and within ten (10) business days from any subsequent amendments.

13. Programmatic/Performance Audit

13.1. Charter School shall prepare an annual performance review and present the review to the District's administration by March 1 each year. The performance review report shall, at a minimum, include all the following data:

- (a) A review of budget and financial status, including a review of the Charter School's ADA, revenue, expenditures, debt, and any audit findings;

- (b) A discussion of the educational program being delivered at the Charter School;
- (c) Summary data showing student progress toward the goals and outcomes specified in the Charter from assessment instruments and techniques listed in the Charter, and a review of all state and federal student assessment data and reports;
- (d) A list of the staff working at the Charter School and their qualifications;
- (e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number of students who are no longer enrolled, including the reason and date of their disenrollment, if known;
- (f) A report on the efforts of the Charter School to achieve a balance of racial and ethnic, special education, and English learner students, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the District, and the progress made towards achieving that balance. Such procedures shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and tracked, and how the progress the Charter School has made towards achieving the balance is monitored/tracked;
- (g) Data regarding student discipline, expulsion and any involuntary removal including the basis for any involuntary removal;
- (h) A copy of the Charter School's current health and safety related plans, policies, and/or handbooks (including all those identified in the Charter);
- (i) Analysis of the effectiveness of Charter School's internal and external dispute mechanisms and data on the number and resolution of written, formal disputes and complaints; as well as any updates on the Charter School's operations.

14. Financial Controls

- 14.1. Connect shall maintain fiscal and internal controls, cash handling controls, and expenditure controls that meet appropriate and generally accepted accounting principles, in conformity with accounting for not-for-profit entities as promulgated by the Financial Accounting Standards Board ("FASB"), and shall ensure that: (1) expenditures are in accord with Connect Board policies, and Connect Board adopted budgets and interim forecasts; (2) the Charter School's funds held and managed (including appropriate expenditure authorizations and other internal controls) in a manner that provides a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allow reporting as required by the District, San Mateo County Office of Education and California Department of Education. All reporting will first be made through the District.

15. Response to Requests

15.1. Pursuant to Education Code section 47604.3, Charter School shall promptly respond and provide any such other documents, data and reports as may be reasonably requested by the District.

16. Administrative Services

16.1. Connect has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services. Charter School shall provide the District, upon request, with a copy of the contract entered into with any third-party administrative services provider.

17. Special Education

17.1. The roles and responsibilities of the parties related to the provision of special education services for Charter School students is outlined in Exhibit "A" hereto, which is incorporated by reference into this MOU as though set forth fully herein.

18. Student Withdrawal

18.1. Except as otherwise provided in Exhibit "A" for special education students, if a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the District and the superintendent of the school district of the pupil's last known address (if different from the District) within 30 days, and shall, upon request, provide that school district a copy of the cumulative record of the pupil, including reports cards or a transcript of grades and health information.

19. Insurance

19.1. Charter School shall obtain its own insurance coverage to cover the operations of 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 Charter School subject to District agreement to such change. It is understood that Charter School is a separate school from the District and Charter School is afforded no coverage under any District policy.

19.2. During the term of MOU or any amendment thereof, Charter School shall maintain insurance policies meeting at least the following insurance requirements:

- (a) General Liability Insurance. Charter School, at its expense, shall procure and maintain throughout the term of this MOU General Liability insurance with a minimum per occurrence limit of \$5,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims

against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability.

The policy or policies shall name as additional insured/additional covered party, by way of separate endorsement, the District, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.

- (b) Automobile Insurance. Charter School shall maintain automobile insurance for bodily injury (including death) and property damage which provides total limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
- (c) Workers Compensation Insurance. Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$5,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this MOU.
- (d) Professional Liability Insurance. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000) each occurrence.
- (e) Certificates of Insurance. Charter School shall provide the District with a certificate of insurance evidencing the above insurance. The liability insurer shall be endorsed to name District as additional insured with an additional insured endorsement. The certificate(s) shall be provided no later than the effective date of this MOU. If Charter School should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy, at any time during the term of this MOU, then it shall provide the District with current certificate(s) of insurance.
- (f) Additional Provisions. The insurance policies provided by Charter School shall include a provision for thirty (30) days written notice to District before cancellation or material changes of the above specified coverage. The insurance companies shall be California admitted insurers with an A.M. Best rating of "A" or better.
- (g) If any policies are written on a claims-made form, 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.

- (h) District is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.

20. Risk Management

- 20.1. Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies shall be provided by Charter School to the District no later than September 1st annually.
- 20.2. Charter School shall follow established guidelines applicable to charter schools and consistent with Charter School's Charter, employment agreements, and personnel policies regarding termination of employees, handling sexual harassment complaints and conducting business in a nondiscriminatory manner and must comply with applicable local, state and federal laws and regulations.
- 20.3. If Charter School decides to use the services of independent contractors rather than hiring employees, Charter School shall be responsible for properly risk managing those activities. Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed by the Internal Revenue Service.
- 20.4. Charter School shall follow safety guidelines mandated in their insurance policy agreement. Charter School shall agree to a bi-annual risk management audit, at its own expense, to verify compliance with safety guidelines.

21. Transportation/Field Trips

- 21.1. All transportation services, if offered by Charter School, will be provided by Charter School, including transportation for field trips.
- 21.2. Charter School shall obtain parent or legal guardian permission for all voluntary off-campus field trips, excursions or extracurricular activities. An Assumption of Risk Form shall be signed by all parents/legal guardians. The release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the District. Student participants twelve years of age or older shall also sign an Assumption of the Risk Form.
- 21.3. Charter School employees and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license to Charter School prior to driving on Charter School business or activities. Drivers must be at least 21 years old.
- 21.4. Charter School shall develop and maintain a transportation safety plan consistent with the requirements of Education Code section 39831.3. A copy of the Charter School's transportation safety plan shall be provided to the

District by September 1, 2025, and within ten (10) business days from any subsequent amendment.

22. Charter School Calendar

22.1. Charter School’s calendar shall be submitted to the District (Chief Business Official) annually on or before September 1 for review. Updates to the calendar shall be provided to the District within ten (10) calendar days of any changes.

23. Renewal

23.1. The parties recognize that Charter School will be required to meet the requirements of law as a condition for renewal. If Charter School intends to apply for a renewal of its charter, it will submit its petition during the 2029-30 school year no later than December 31, 2029, or as otherwise agreed by the parties. The renewal petition shall be redlined to show all edits made to the petition since the last version approved by the District.

24. Notifications

24.1. All notices, requests and other communications (collectively “Notices”) under this agreement given to or by the Parties shall be in writing. Except as may otherwise be specified in this MOU, all Notices from Connect/Charter School to the District shall be in writing and shall be delivered by electronic mail and hard copy delivery during business hours (personally, registered, certified, or express mail, return receipt requested, or prepaid courier service) to the attention of the individuals at the addresses set forth below. Either party may change the address to which notices shall be sent by written notice as provided in this paragraph. Such notices and communications shall be deemed received as follows:

- a. In the case of personal delivery, the day of actual receipt;
- b. In the case of express mail or delivery by courier services, the day designated for delivery;
- c. In the case of registered or certified mail, five (5) days after deposit in the mail; and
- d. In the case of electronic mail, the date upon which the recipient’s server acknowledges the e-mail has been read by the recipient or the recipient otherwise confirms receipt by return e-mail.

Unless otherwise stated herein, all notices, requests and other communication under this MOU shall be directed to the following:

To District: Redwood City School District
Attn: Superintendent
750 Bradford Street
Redwood City, CA 94063

To Charter School: Connect Community Charter School
Attn: Director/Principal
635 Oakside Avenue
Redwood City, CA 94063

25. Miscellaneous

- 25.1. *Non-Assignment.* Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.
- 25.2. *Severability.* If any provision or any part of this MOU 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 MOU shall not be affected thereby and shall remain valid and fully enforceable.
- 25.3. *Amendments.* This MOU may be amended or modified, in whole or in part, only by mutual written agreement of the Parties.
- 25.4. *Independent Entities.* The Parties intend that the relationship between Connect/Charter School, and the District are separate legal entities. No agent, employee or servant of Connect or the Charter School shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. Connect and Charter School will be solely and entirely responsible for its acts and for the acts of their agents, employees, servants and subcontractors.
- 25.5. *Venue.* The validity of this MOU and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the state of California, and venue shall lie only in San Mateo County.
- 25.6. *Interpretation.* The language of this MOU shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, the Parties shall be treated as equally responsible for such ambiguity.
- 25.7. *Entire Agreement.* This MOU is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties acknowledge that no one has made any promise, representation, or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this MOU, and that this MOU is not executed in reliance upon any such promise, representation, or warranty.
- 25.8. *Binding Effect.* This MOU is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in this MOU.
- 25.9. *Authority.* Each person below warrants and guarantees that they are legally authorized to execute this MOU on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this MOU subject to ratification by the Parties respective governing boards.

25.10. *Counterparts.* This MOU may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature of copies of this MOU transmitted by facsimile or electronic mail to the Parties to this MOU, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

25.11. *Subject to Ratification.* This entire MOU is subject to the approval/ratification of both the District's Board and the Connect Board of Directors.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this MOU as of the dates shown below.

REDWOOD CITY SCHOOL DISTRICT:

CONNECT/CHARTER SCHOOL:

Dr. John Baker, Superintendent



Hayley Dupuy, Director/Principal

Dated: _____

Dated: June 12, 2025

Approved and ratified this ____ day of _____, 20____, by the Board of Trustees of the Redwood City School District by the following vote:

Approved and ratified this ____ day of _____, 20____, by the Board of Directors of Connect Community Charter School, by the following vote:

AYES: ____ NOES: ____ ABSTAIN: ____

AYES: ____ NOES: ____ ABSTAIN: ____

Clerk of the Board

Secretary

EXHIBIT A
SPECIAL EDUCATION TERMS

This Exhibit "A" is an attachment to the Operations Memorandum of Understanding ("MOU") by and between Redwood City School District ("District") and Connect Community Charter School ("Connect") regarding Connect Community Charter School ("Charter School").

I. INTRODUCTION

- A. This Exhibit A is intended to describe the respective fiscal and administrative roles and responsibilities, the parties' legal relationship, and the operation of the Charter School, with regard to special education only.
- B. For as long as Charter School remains its own local educational agency ("LEA") member of a Special Education Local Plan Area pursuant to Education Code section 47674, subdivision (a), the content in this Exhibit A shall control.

II. SPECIAL EDUCATION SERVICES

- A. Charter School as LEA. Pursuant to Education Code section 47641, subdivision (a), the Charter School is an LEA member of the San Mateo County Special Education Local Plan Area ("SELPA"), and hereby acknowledges its responsibility as an LEA. Any change to that status will require immediate revision to this MOU.
- B. IDEA. Charter School is solely and independently responsible for compliance with the Individuals with Disabilities Education Act ("IDEA") and State special education laws, regarding the determination, provision, and financing of special education placement and services for all students seeking to and/or enrolled at Charter School.
- C. FAPE. Charter School shall ensure that all students with disabilities who attend Charter School are provided a free appropriate public education ("FAPE") in compliance with all applicable laws and regulations including the IDEA (20 U.S.C. §§ 1400 *et seq.*) and California Education Code §§ 56000, *et seq.*, and their implementing regulations.

The Charter School shall annually provide parents with written notice of their right to access the full continuum of services, including special day class, nonpublic school, or residential care, while enrolled at the Charter School, as required by state and federal law and each student's respective Individualized Education Program ("IEP"). By September 1st each year, Charter School shall provide District with a copy of this annual parent notice.

- D. Non-Discrimination. Charter School shall ensure that no student otherwise eligible to enroll in Charter School will be denied admission or enrollment to Charter School due to his/her/their special education status or disability, or due to Charter School's inability to provide necessary services. (Ed. Code § 47605(e)(1).) Charter School shall ensure that no qualified student with a disability is excluded from participation, denied the benefits of, exited from, or otherwise subjected to discrimination under any program of Charter School, on the basis of his/her/their disability.

Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to encourage, persuade, and/or cause the parents/guardians of any student with an IEP seeking to enroll in the Charter School to agree to a different level of services other than that specified in the student's IEP.

Charter School shall not require students to modify their IEP to align to the services offered on site at the Charter School and shall not require a student to exit the Charter School and enroll with the District if provision of FAPE requires a more intensive level of support such as special day class, nonpublic school, or residential care.

- E. Transfer of Student Records. The District will ensure that Charter School is provided with timely notification and relevant files of all students transferring to Charter School from a District school, who have an existing IEP. All records and files will be released with the signed permission of the parent/guardian. As between Charter School and the District, Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information regarding any student enrolling from a non-District school.
- F. Expertise and Responsibility of Charter School. Charter School is responsible for the management of its special education budgets, personnel, programs and services. Charter School shall employ appropriately qualified, credentialed employees or contract with appropriately 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:
1. Child Find;
 2. Interim Programs;
 2. Referral;
 3. Assessment;
 4. Placement
 5. Special Education Instruction;
 6. Related Services;
 7. Due process;
 8. Discipline/manifestation determination;
 9. Transportation;
 10. Charter School staff development and training;
 11. Consultation with District Administration
- G. Section 504. Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act ("ADA"), and all Office for Civil Rights mandates for students enrolled in the Charter School. Charter School 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 Charter School may be eligible for such services under Section 504. Charter School 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 Charter School. Any student who has an objectively identified

disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. Charter School shall adopt legally compliant Section 504 policies, procedures and forms. These policies, procedures and forms will describe how Charter School will:

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

By September 1 of each year, Charter School shall designate a Charter School employee responsible for Section 504 compliance and notify the District in writing of the responsible individual. The designated Charter School employee shall notify the District (Attention: Director of Special Education) anytime a student eligible under Section 504 withdraws from Charter School, including notice of the school in which the student enrolled in following withdrawal from Charter School and the student's district of residence.

In the case of pending student discipline of students eligible under Section 504, Charter School 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, Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability or related to Charter School's failure to implement the student's accommodation plan. Charter School 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 Charter School's failure to implement the student's accommodation plan. Charter School acknowledges and understands that it shall be solely responsible for such compliance.

- H. Indemnification. Connect/Charter School agree to indemnify and hold harmless the District, its Board members, employees, and agents against any and all claims, demands, causes of action, damages, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from Connect/Charter School's provision of special education and related services to the students of Charter School and from any act or omission of Connect/Charter School or any of its officers, agents, employees, guests, patrons, or invitees. Connect/Charter School shall, at its sole risk and expense, defend any and all due process hearings, suits, actions, or any other legal proceedings which may be brought or instituted against the District, its officers, employees, and agents on any such claims, demands, causes of action, damages, costs, and liabilities.

Indemnification and defense of the District by Connect/Charter School under this section shall include indemnification and defense against any and all claims, demands, causes of action, damages, costs, and liabilities arising out of Connect/Charter School's violations or alleged violations of Education Code § 5600 et seq., Section 504 of the Rehabilitation Act, the Americans with

Disabilities Act ("ADA"), the Individuals With Disabilities Education Act ("IDEA"), the Fair Employment and Housing Act ("FEHA"), or other similar law. Connect/Charter School's obligations under this paragraph shall not be limited by Charter's insurance coverage.

- J. Student Withdrawal from Charter School. Within three (3) business days of any Charter School special education student's expulsion, withdrawal or disenrollment from Charter School for any reason, Charter School shall notify the district of residence, the District (Attention: Director of Special Education), and the SELPA of the student's name, date of expulsion, withdrawal or disenrollment, and to the extent such information is known to Charter School, the reason for such separation and the student's next school/LEA of attendance. Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts. If Charter School expels a student, it is obligated to pay any costs of that student's placement and services during the term of expulsion up until such time as the student is enrolled in another school consistent with state and federal law.