

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MORGAN HILL UNIFIED SCHOOL DISTRICT
AND
CHARTER SCHOOL OF MORGAN HILL**

This Memorandum of Understanding (“MOU”) is executed between the Morgan Hill Unified School District (“District”) and the Charter School of Morgan Hill (“CSMH” or the “Charter School”), a California public charter school operated by South Valley Charter School (“Corporation”), a California nonprofit public benefit corporation. The District and the Charter School are collectively referred to as “the parties.”

RECITALS:

- A. The Morgan Hill Unified School District is a school district existing under the laws of the State of California.
- B. The Charter School of Morgan Hill is a public charter school existing under the laws of the State of California.
- C. The District Board of Education is the chartering authority of the Charter School, which has delegated its responsibility for oversight of the Charter School to the District. On February 11, 2021, the District Board of Education granted approval of a charter for the operation of the Charter School for a five-year term from July 1, 2021, through June 30, 2026 (“Charter”). Charter School is not eligible for an extension of its current term under AB 130/Education Code section 47607.4.
- D. This MOU is intended to outline the agreement of the Charter School and the District governing their respective fiscal and administrative responsibilities and their legal relationship, as well as the operation of the Charter School.
- E. If the terms of this MOU conflict with the terms of the Charter, the Charter will control while the District and the Charter School negotiate any necessary amendments to this MOU to achieve consistency. If the parties do not reach agreement regarding the consistency, the parties agree to follow the procedures for dispute resolution as stated in the Charter.

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

AGREEMENTS:

I. TERM AND RENEWAL

- A. The Charter and this MOU shall govern the relationship between the District and the Charter School regarding the operation and oversight of the Charter School.
- B. Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
- C. The duly authorized representative of the Charter School is the Charter School Executive Director or designee.
- D. The duly authorized representative of the District is the Superintendent or designee.
- E. The term of this MOU shall be coterminous with the term of the Charter granted to the Charter School. This entire MOU is subject to approval by the respective Governing Board of the District and the Board of Directors of Charter School. Nothing in this section shall prevent either party from suggesting, proposing or agreeing to a revision to the MOU at any time during the term of this MOU.
- F. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the Charter.

II. DESIGNATION AND OPERATION OF SCHOOL

- A. The Charter School shall be known as the Charter School of Morgan Hill. The Charter School shall be operated by South Valley Charter School, a non-profit public benefit corporation pursuant to California law and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this MOU and the Charter.
- B. Grade Levels: The Charter School serves students in Kindergarten to grade eight.
- C. At all times it is operational, the Charter School shall maintain information posted on the Charter School website as required by Education Code, and shall update the posting as quickly as possible whenever the information changes:

III. CHARTER SCHOOL GOVERNING BOARD

- A. At all times it is operational, the Charter School shall have the following information posted on the Charter School website, and shall update the posting as quickly as possible whenever the information changes:
- Bylaws approved by the Governing Board
 - Roster of current members of the Board of Directors
- B. The annual calendar of Governing Board meetings will be posted on the Charter School website.
- C. The Governing Board shall have, at a minimum, nine meetings per year. Governing board meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (Gov. Code, Section 54950 *et seq.*) and Education Code Section 47604.1(c).
- D. The Charter School shall provide Conflict of Interest and Brown Act training to its Governing Board members and administrative staff upon selection or appointment to the Board.
- E. The Governing Board shall maintain policies and procedures to guide the operation of the Charter School, and the Charter School will post the following policies and procedures on the Charter School's website, updating the posting as quickly as possible following any change:
- Conflict of Interest
 - Parent/Student Handbook
- F. The District may place a single District representative on the Charter School's Governing Board in accordance with Education Code 47604(c). If the District chooses to do so, the Charter School may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

IV. FUNDING

- A. The Charter School has elected to receive funding from the state directly pursuant to Education Code Section 47651.
- B. As established by Education Code Section 47630 *et seq.*, the Charter School shall receive funding under the charter school funding model as follows:
1. Funding disbursed under the Local Control Funding Formula pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

2. General-purpose funding that consists of state aid, local property taxes, and other revenues applied toward a school district's local control funding formula, pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
 3. The Charter School is entitled to lottery funds pursuant to Education Code Section 47638.
 4. Any additional funds negotiated by the Charter School in accordance with Education Code Section 47636.
 5. The Charter School may be eligible for federal funding including, but not limited to Title I, II, III, IV and VII, among others, based on the qualification of the Charter School's students for such funding. It is the Charter School's obligation to apply for this funding on its own.
- C. In addition to the funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.
1. Grants written and obtained by the Charter School will come directly to the Charter School and will not be deposited through the District accounts.
 2. The District has no obligation to apply for additional sources of funding for the Charter School. However, if the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive 1% of such funds or as required by the specific funding source.
 3. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- D. The District shall transfer funding in lieu of property taxes to the Charter School in monthly installments no later than the fifteenth of each month in accordance with Education Code Section 47635, to the extent that it received such funding.
- E. The Charter School agrees that all loans received by the Charter School shall be the sole responsibility of the Charter School and the District shall have no obligation for repayment.
- F. These funding sections, as well as all other sections of this MOU, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this MOU shall be deemed a waiver by either party of the rights and obligations under these laws.

V. LEGAL RELATIONSHIP

- A. The parties recognize that the Charter School, operated by a nonprofit public benefit corporation in accordance with Education Code Section 47604, is a separate legal entity under the oversight of the District under Education Code Section 47600 *et seq.*
- B. The Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently, economically, and within the constraints of its annual budget. The parties agree that consistent with Education Code Section 47604(d), the District, which has granted a charter to the Charter School to be operated by a nonprofit 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 District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code sections 47604.32 and 47605(m).
- C. The Charter School shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.
- D. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and 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, attorney's 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, the Charter School's performance under this MOU, the Charter or any acts or errors or omissions by the Charter School or its Board of Directors, administrators, employees, agents, representatives, volunteers, successors and assigns; provided, however, that Charter School shall not have any obligation to indemnify, hold harmless or defend the District and/or District Personnel against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's 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, the Charter School's performance under this MOU, resulting from or arising out of the negligence or intentional acts, errors or omissions of the District and/or District Personnel

- E. The Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, Section 54950 *et seq.*), the California Public Records Act (Gov. Code, Section 6250 *et seq.*), the Political Reform Act (Gov. Code Section 87100), and Government Code Section 1090, as set forth in Education Code Section 47604.1. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C.A. Section 1232(g), and all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. Section 6301, *et seq.* as amended by the Every Student Succeeds Act of 2015 (hereinafter the law, state and federal regulations referred to herein as “ESSA”). The Charter School also agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing. Charter School shall comply with all provisions of applicable law regarding participation of Board Directors by video/teleconference.

- F. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or Office of Civil Rights) received by the District about any aspect of the operation of Charter School or about Charter School shall be forwarded by the District to the Charter School. The District may request that the Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. The Charter School shall handle its own complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 *et seq.*

VI. DISTRICT OVERSIGHT

A. District Oversight Obligations

1. In accordance with Education Code Section 47613(b), the Charter School shall be charged an annual oversight fee of three percent (3%) of the revenue of the Charter School because the Charter School receives substantially rent free facilities from the District until June 30, 2023. Beginning July 1, 2023 the Charter School shall pay the District one percent (1%) of the Charter School’s revenues to cover the actual cost of supervisory oversight. “Charter School revenue” is defined in Education Code Section 47613(f) as the amount received 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 oversight fee will be based on the funding provided to the Charter School at the Second Principal Apportionment (“P-2”). The Charter School will be invoiced in April of each year based upon P-2 data for 95 percent of the

estimated total. The invoice will also include an adjustment for the preceding year based upon final revenue for that year. Invoices are due and payable to the District within 30 days of receipt.

2. The Charter School and the District agree that “supervisory oversight,” as used in Education Code Section 47613 and Education Code Section 47604.32 shall include but not be limited to the following:
 - a. Identify at least one staff member as a contact person for the Charter School.
 - b. Visit the Charter School at least annually.
 - c. Ensure the Charter School complies with all reports required of charter schools by law, including the annual update required pursuant to Section 47606.5.
 - d. Monitor the fiscal condition of the Charter School.
 - e. Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - (1) A renewal of the charter is granted or denied.
 - (2) The charter is revoked.
 - (3) The Charter School will cease operation for any reason.
3. The Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records, pursuant to the requirements of Education Code Section 47604.3.

B. Fiscal Relationship

1. For purposes of fiscal oversight and monitoring by the District, the Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by the Charter School and delivered to the District shall be brought to the Charter School’s attention in writing.
 - a. Average Daily Attendance (“ADA”)

The Charter School shall maintain contemporaneous daily and monthly written records of enrollment and ADA and make these records available to the District for inspection and audit. The Charter School will submit the attendance reports in accordance with state requirements to the District’s

attendance officer in a timely manner and in a format that is consistent with District processes and software.

b. Budget/Financial Data, and Annual Audit

(1) Budget and Financial Data:

Bank account reconciliations will be the responsibility of the Charter School.

The Charter School shall submit reports to District in accordance with Education Code Section 47604.33 as follows:

- (a) Preliminary budget on or before July 1
- (b) First interim financial report on or before December 15
- (c) Second interim financial report on or before March 15
- (d) Final unaudited report for the full prior year on or before September 15

(2) Financial Audit:

The Charter School shall contract with an auditor from the Certified Public Accountant's Directory published by the State Controller's Office. The Charter School shall choose a new audit firm or a new audit partner with the current firm every six (6) years for the audit performed in the seventh subsequent year.

The audit shall be conducted in accordance with the General Accounting Office ("GAO") standards for financial and compliance audits and in accordance with the audit guide adopted by the Education Audit Appeals Panel.

The Charter School shall provide a copy of the Charter School's Audited Financial Report to the District, the Santa Clara County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by the Charter School through the development of a remediation plan outlining how and when they will be resolved. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the procedures for dispute resolution as stated in the Charter.

c. Governance Data/Meeting Information

Copies of meeting agendas and minutes for meetings of the Charter School Board of Directors are available to the District on the Charter School's website at the time they are posted and distributed to the public pursuant to the Brown Act. Agendas and minutes are posted on the Charter School website.

d. Reserve Requirement

The Charter School shall maintain a minimum reserve requirement for the Charter School's ending balance at no less than 3% or as otherwise agreed upon by the Parties. The reserve shall be calculated as a percentage of the Charter School's annual expenditures.

e. Other

The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District.

C. Administrative Services

The Charter School has the obligation to provide all services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services. This provision does not preclude the Charter School from purchasing services from the District should the District and the Charter School agree to do so. Should the Charter School desire to purchase administrative or business services from the District, and the District is willing, the applicable charge for such services shall be set forth in writing.

The Charter School shall provide the District a copy of its agreement(s), if applicable, with the vendor(s) that will provide business services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, etc., specifying the exact services that will be provided and the cost, the term of the contract, and how the Charter School will monitor the vendor to ensure quality of service.

D. State Teachers Retirement System ("STRS") Reporting

The Charter School shall process Charter School STRS through the Santa Clara County Office of Education in accordance with Education Code Section 47611.3.

VII. SPECIAL EDUCATION SERVICES/SECTION 504

The following provisions govern the provision of special education services to Charter School students.

- A. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.
- B. The Charter School shall participate as a local educational agency in the Sonoma County Special Education Local Plan Area (“SELPA”), and thus shall be deemed an Local Education Agency (“LEA”) for purposes of compliance with federal law, the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) (20 U.S.C. Section 1400 *et seq.*) and for eligibility for federal and state special education funds pursuant to Education Code Section 47641(a). In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School shall provide notice to the District, the SELPA, and the California Department of Education (“CDE”) before June 30 of the year before services are to commence.
- C. IDEA: The Charter School will ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School is solely and independently responsible for compliance with the 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 the Charter School. The Charter School shall follow the plan for “Services for Students under the IDEA,” as outlined in the Charter.
- D. Funding. All special education funding due to the Charter School shall be apportioned through the allocation plan of the SELPA of which Charter School is an LEA member, and shall not be forwarded to the District. Charter School shall not be required to pay a contribution to the District for District-wide special education funding.
- E. Section 504: The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the Americans with Disabilities Act, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The 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 the 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. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms.

VIII. INSURANCE AND RISK MANAGEMENT

A. The Charter School will procure from an insurance carrier licensed to do business in the State of California, and keep in full force during the term of the Charter, at least the following insurance coverage:

- *Property Insurance* – for replacement value, if offered by the insurance carrier, including coverage for all assets listed in the Charter School’s property inventory and consumables. If full replacement value coverage is not available, the Charter School shall procure property insurance in amounts as close to replacement value as possible.
- *General Liability* – At least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the Charter School, its Governing Board, officers, agents, employees, or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of the Charter School, its Governing Board, officers, agents, employees, or students.
- *Workers’ Compensation* – In accordance with the provisions of the California *Labor Code*, insurance adequate to protect the Charter School from claims under Workers’ Compensation Acts which may arise from its operation, with statutory limits.
- *Automobile Insurance* – to the extent necessary and in amounts appropriate for the type and use of the automobile.

In addition, the Charter School will institute risk management policies and practices to address reasonably foreseeable occurrences.

- B. The District shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- C. The Charter School shall provide the District with certificates of insurance upon request by the District.
- D. The Charter School assumes all responsibilities with respect to risk management, including but not limited to all training and notification requirements, and

budgeting to cover Charter School self-insured retentions/deductibles for all claims that are made or anticipated.

- E. The Charter School shall review and update its School Safety Plan by March 1 of every year, and shall provide a copy to the District upon request.
- F. To the extent that language in Section VIII conflicts with Appendix A-3 in the Parties' Lease Agreement for Encinal School effective July 1, 2023, the language in Appendix A-3 shall prevail.

IX. HUMAN RESOURCES MANAGEMENT

- A. All persons working at the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, payroll, salary, benefits, dismissal and discipline of its employees as further outlined in the Charter including conducting criminal background checks on all employees and volunteers and maintaining all confidential personnel records.
- B. The Charter School will be considered the public school employer of the employees at the Charter School for purposes of collective bargaining.
- C. At all times it is operational, the Charter School will have an employee handbook that, at a minimum, includes detailed 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. The Charter School will provide a copy to the District upon request and/or during their annual site visit.
- D. The Charter School agrees to comply with Education Code Sections 47605(l) and 47605.4(a) requirements for teaching credentials. The Charter School will have documentation on file of its teachers' credentials, authorizations for CLAD/BCLAD or other EL authorization, which shall be provided to the District upon request.
- E. The Charter School will make contributions to STRS and/or Social Security as required by the state or federal government, if applicable, for these programs and as determined by the Charter School Board of Directors.

X. EDUCATIONAL PROGRAM/REPORTING

- A. In compliance with its Charter and applicable state and federal law, including, without limitation, ESSA, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program.
- B. The Charter School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests.

- C. At all times it is operation, the Charter School shall have the following information posted on the Charter School website and shall update the posting as quickly as possible wherever the information changes:
- An annual calendar and daily bell schedule, which complies with all applicable instructional day and minutes requirements.
- D. Services provided by the District shall follow established District calendars.
- E. The Charter School shall be responsible for submitting the Consolidated Application and LEA Plan to the State.
- F. On or before July 1, annually, the Charter School shall prepare and submit to the District an annual update to the Local Control and Accountability Plan (“LCAP”) required pursuant to Education Code Section 47606.5.
- G. On or before April 30 of each year, the Charter School will post its School Accountability Report Card (“SARC”) for the prior year on the Charter School’s own website. The Charter School may, but is not required to, use the template developed by the California Department of Education. The Charter School shall include all the state required elements for a regular public school and may present additional pertinent information.

XI. FACILITIES

- A. The Charter School shall be located at District facilities at 9530 North Monterey Road, Morgan Hill, CA 95037. The terms and use of the facilities shall be governed by the Facilities Use Agreement between the District and the Charter School.
- B. The Charter School may change facilities only with prior approval of the District. In the event the Charter School moves into a non-District owned facility, a District site review of the Charter School’s facilities will determine that the facilities are clean, safe, American Disabilities Act compliant, and have the necessary local approvals to operate a charter school.

XII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. §1232(g), the Family Educational Rights and Privacy Act, and California Education Code Section 49076(b)(6) as to District pupils who are enrolled in the Charter School. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled to access to education records under the Family Educational Rights and Privacy Act (“FERPA”). The Charter School, its officers and employees shall comply with FERPA at all times.

XIII. RENEWAL

The Charter School will submit its renewal petition for the next charter term to the District no later than December 1 of the school year in which the Charter School would cease operations without renewal.

XIV. MATERIAL REVISIONS

Changes to the Charter deemed to be material revisions may not be made without District consideration and approval. Amendments to the Charter considered to be material revisions include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or termination of an educational program), mission, or vision;
- Changing to (or adding) a nonclassroom-based program, if originally approved as a classroom-based program;
- Proposed changes in enrollment as follows:
 - Enrollment change differs by more than five percent (5%) +/- of the enrollment originally projected in the Charter will be subject to District Administration approval;
 - Enrollment change differs by more than ten percent (10%) +/- of the enrollment originally projected in the Charter will be presented to the Morgan Hill Unified Board of Education for approval as a material revision to the Charter;
- Addition of grades or grade levels to be served;
- Admission preferences;
- Governance structure.

XV. CLOSURE PROCEDURES

In the event the Charter School closes, it shall comply with the applicable requirements and procedures outlined in its Charter, consistent with Title 5, California Code of Regulations, Sections 11962 and 11962.1.

XVI. LEGAL SERVICES

The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.

XVII. PROVISION OF DOCUMENTS

With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner so it may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

XVIII. 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. The replacement of the Charter School with any 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.

XIX. 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.

XX. DISPUTE RESOLUTION

All disputes regarding this MOU shall be resolved in accordance with the procedures for dispute resolution as stated in the Charter.

XXI. NOTIFICATION

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

To the District at: Superintendent
Morgan Hill Unified School District
15600 Concord Circle
Morgan Hill, CA 95037

To the Charter School at: Executive Director
Charter School of Morgan Hill
9530 Monterey Rd.
Morgan Hill, CA 95037

XXII. ENTIRE AGREEMENT

This represents the full and final MOU between the Charter School and the District with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned

acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties. By signing below, each party represents that this MOU has been approved and ratified by its Board and in accordance with any applicable provisions of law or policy.

Dated: _____

Dr. Carmen Garcia, Superintendent
Morgan Hill Unified School District

Dated: _____

Paige Cisewski, Executive Director
Charter School of Morgan Hill