

PUSD Board Approval
June 24, 2015 SC16-125-PUSD
Comprehensive

Memorandum of Understanding By and Between
Plumas Unified School District (PUSD)
And
Plumas Charter School (PCS)

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING (MOU):

1. This MOU outlines the specific funding sources available to the Plumas Charter School (School) and terms under which the School will be entitled to these funding sources.
2. Identifies those support services provided to the School.
3. Defines business-related statements of compliance.
4. This MOU is not part of the charter document and may be renegotiated each year, prior to July 1.

AGREEMENT TERM:

This agreement is for the fiscal year 7/1/15 to 6/30/16 and represents the 3rd year of a fourth five-year PUSD approved charter. The mediator shall be advisory only.

DISPUTES:

PUSD and PCS shall make every effort to mutually resolve any disputes regarding this MOU. Absent resolution, the dispute(s) shall be referred to a mediator.

MATERIAL REVISION OF CHARTER:

Any material revisions to the Charter require approval of the authorizer and are governed by the petition standards and criteria. A material revision is defined as "any change to the charter's program or structure that is significant enough that it would alter the original description of charter elements or could be grounds for revocation". Examples of material revisions include, but are not limited to:

- Adding new grade levels
- Growing school population beyond petition description significantly enough to affect charter's facilities needs, finances, and/or staffing
- Reconfiguration of board structure (any change that could lead to a potential change in doing business such as quorum, voting, or process regarding selection of new members)
- Dropping or adding key curriculum components.

DEFINITIONS:

AVERAGE DAILY ATTENDANCE (ADA):

Average Daily Attendance, shall mean the attendance of charter school pupils while engaged in educational activities required of them by the charter school, as defined in Education Code

Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

The School's average daily attendance will be calculated using the following formula:
$$[\text{teaching days} \times \# \text{ of students enrolled}] - (\text{non-enrolled days}) = \text{apportioned days} \quad (\text{apportioned days} - \text{absences}) / [(\text{teaching days in a period P2})] = \text{ADA}.$$

School's ADA will be calculated using the same formula as PUSD.

FUNDING SOURCES:

1. **CHARTER SCHOOL FUNDING MODEL:** Ed Code 47651 (a) identifies that a Charter School may receive the state aid portion of the charter school's total general-purpose entitlement and categorical block grant directly or through the local educational agency that either grants the charter or was designated by the State Board of Education. PCS has established itself as a "Direct" funded entity. As established by Education Code Section 47630 et. seq., the Charter School shall receive funding under the charter school-funding model as follows:
 - a. A general purpose entitlement pursuant to Education Code Section 47633, which includes in-lieu property taxes and state aid.
 - b. A categorical block grant amount pursuant to Education Code Section 47634.
 - c. PUSD will transfer PCS's in lieu property tax funding by the 15th of each month as delineated in the state's monthly property tax cash flow schedule, Education Code Section 47635. Funding from July 1 through P1 shall be based upon prior year P2 counts, with an adjustment made at P1 and finally at P2 thereafter. If any errors in allocation are made, PUSD will request that the Plumas County Treasurer will adjust the interest apportionment back to the effective date of the error.
2. **STATE AND FEDERAL CATEGORICAL PROGRAMS:** PCS will be responsible for applying for any other categorical programs in which it wishes to participate; assuming said categorical funding is available to PCS.
3. **FEDERAL FOREST RESERVE RECEIPTS:** PCS will participate in the receipt of this revenue source, if available. PCS shall receive an amount to be determined per estimated 2015/2016 P-2 ADA for Plumas County Students. (*Estimated* amount is equal to \$31.56 (estimated) per ADA, reduced by the 15/16 proportionate annual reduction of PUSD Secure Rural School revenue.) Students who are not residents of Plumas County are not eligible for Forest Reserve funds. Eighty percent of the anticipated allocation $(14/15 \text{ ADA} \times .80) \times [\text{amount to be determined}]$ will be available to PCS within 30 days of actual receipt by PUSD to the extent that associated revenues are available. An adjustment, up or down, will be calculated upon completion of the "Second Period Attendance Report" and funds will be made available to PCS or reimbursement to PUSD.

within 30 days of the report completion. Any subsequent corrections to the P2 ADA will result in further adjustments, up or down, as necessary.

Subsequent annual funding rates shall be reduced on the same percentage as the annual funding reduction to PUSD.

4. LOTTERY FUNDS: The State Controller's Office will distribute Lottery funds directly to the Charter School pursuant to Education Code Section 47638.
5. NEW FUNDING: PCS may participate in all State and Federal program dollars to which it is specifically entitled. PUSD and PCOE will endeavor to notify the school of additional funding available to the Charter School.
6. MANDATED COST REIMBURSEMENTS: PCS will apply for those Mandated Cost Reimbursements for which it is specifically eligible. Eligible expenses which PUSD may incur as a result of the charter school law (SB1448) or other subsequent charter school legislation or CDE interpretations of these laws, are not the responsibility of PCS and should be addressed by PUSD and or PCOE through the mandated cost reimbursement program.
7. INTEREST EARNED: PCS's interest bearing fund (#57) will have its own balance sheet with a cash balance, therefore all interest will be calculated by the County Treasurer and applied to said fund independent of any other fund.
8. OTHER FUNDING: PCS shall receive a "per ADA" share of:
 - a. Sales and Use taxes, to the extent that the associated revenues are available for non-capital expenses of public schools.
 - b. PCS is not entitled to PUSD funds (e.g., parcel tax, bonds, etc.). Any such potential sharing of revenue would strictly be based upon negotiations between the parties.
 - c. Ad Valorem property taxes received by the school district, which exceed its revenue limit entitlement, except Bond 2002 Measure "A" funding.
9. LOANS OR OTHER SHORT TERM FUNDING: PCS must notify PUSD in advance if PCS moves to secure loans or other short term funding apart from normal state subventions for charter schools. The potential lenders must be notified, in writing, with a copy to PUSD, that Plumas Unified School District is not responsible for the repayment of the loan.
10. LEGAL RELATIONSHIP: The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a nonprofit public benefit corporation under Education Code Section 47604. As such, in accordance with Education

Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District 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.

DIRECT SERVICES:

1. DATA REPORTING: Charter School CALPADS and OPUS-CBEDS data reporting options are (a) the Charter School reports data independent of its authorizing agency directly to CALPADS and OPUS-CBEDS, or (b) the authorizing agency reports the Charter School data to CALPADS and OPUS-CBEDS. The Charter School reporting method will be the same for both CALPADS and OPUS-CBEDS. Reporting status does not impact or have any relation to the Charter School funding. Responsibilities relative to each option are outlined:
 - a. Charter Schools electing to report CALPADS and OPUS-CBEDS data independent of the authorizing agency will be responsible for:
 - Obtaining and maintaining Statewide Student Identifiers (SSID) in CALPADS for all enrolling and exiting students
 - Maintaining and submitting Fall CALPADS data (individual student data and staff assignment data)
 - Maintaining and submitting Spring CALPADS data (individual student data)
 - Maintaining and submitting Year-end CALPADS data (individual student, teacher, and course data)
 - Submitting Fall aggregate school and course data to OPUS-CBEDS
 - b. Charter schools electing to have the authorizing agency (PUSD) report CALPADS and OPUS-CBEDS data on their behalf: Authorizing agencies will be responsible for:
 - Obtaining and maintaining Statewide Student Identifiers (SSIDs) in CALPADS for all enrolling and exiting students
 - Maintaining and submitting Fall CALPADS data (individual student data and staff assignment data)
 - Maintaining and submitting Spring CALPADS data (individual student data)
 - Maintaining and submitting Year-end CALPADS data (individual student, teacher, and course data)
 - Submitting Fall aggregate school and course data to OPUS-CBEDS

In the event that PCS elects to have the authorizing agency report on their behalf, PUSD and PCS shall enter into a separate agreement for services as provided under "Cost of Services" below. Additionally, PCS shall meet the following PUSD reporting

requirements:

- PCS shall purchase a site license for Aeries® student information system (SIS) from Eagle software and keep that license current.
- PCS shall be responsible for any and all initial and on-going costs incurred related to the licensing of their "school site".
- PCS shall keep all student, staff and course data up-to-date and current with no more than 5 working days between the occurrence of a reportable event and its data entry into the SIS.
- PCS shall meet all data standards associated with CALPADS, OPUS-CBEDS, and standardized state testing requirements as well as meeting any local data requirements.
- PCS shall maintain and keep current appropriate hardware for Aeries® student information system that meets at least minimum requirements.
- PCS shall be responsible for any costs related to appropriate hardware and its upkeep.
- PCS shall be responsible for any technology support and associated costs related to implementation, data conversion and ongoing support from PUSD and/or Eagle software.
- PCS shall be responsible for any training and associated costs related to said training.

PCS has obtained California Department of Education approval to independently report for CALPADS, and OPUS-CBEDS. Should PCS desire to contract with PUSD to provide future reporting services, PCS agrees to provide at least 90 days notice and fulfill all CDE notification requirements.

If any new reporting requirements become necessary during the term of this contract, responsibility for such reporting will be negotiated separately.

2. **ATTENDANCE REPORTING:** PCS will keep accurate attendance records, providing the information in the prescribed format necessary for PUSD to submit the state approved J18/19 forms at P1, P2 and Annual reporting periods. PCS will provide a copy of their school calendar to PUSD for review no later than June 10 prior to the beginning of the new fiscal year. PUSD will review to ensure compliance with attendance reporting requirements and will notify PCS within 10 days of receipt if there are any areas of non-compliance. PCS will notify and provide a copy to PUSD if there are subsequent changes to the school calendar; this should be done prior to the completion of any attendance-reporting period, which may be impacted. PCS will advise PUSD if during any month, actual ADA falls more than ten-percent (10%) below estimated ADA.
3. **ANNUAL AUDIT:** PCS shall cause an independent financial audit to be conducted annually. A copy of the audit report will be filed with the sponsoring district's superintendent. Negative findings on the charter school's audit that fiscally impact PUSD shall be reimbursed by PCS, to include but not limited to, the cost of revising State reports.

4. LEGAL: PCS will retain independent counsel at its own expense.
5. CONFLICT OF INTEREST: The by-laws of PCS shall include a written Conflict of Interest policy. Form 700 shall be completed annually by all designated employees and board members, and shall be forwarded by April 1 to PUSD for retention.
6. INSURANCE: PCS will obtain at its own cost: property and liability, auto, workers comp, errors and omissions, and any other areas of insurance coverage required by law. PCS shall maintain a minimum of \$10,000,000 general liability insurance coverage. PCS will be responsible for property coverage of all PCS-owned items located at premises owned by PUSD. In addition, PCS will provide a Certificate of Insurance to PUSD as proof of such insurance mentioned above. PUSD shall be named as an additional insured under all insurance carried on behalf of the Charter School.
7. PUPIL TESTING: For the purpose of this MOU, the School is treated as a school site independent of PUSD and will be responsible for ordering their own testing materials and seeing them securely returned. The School will conduct student testing and return materials to the various testing organizations. PCS shall provide PUSD the results of all student testing, API and AYP or other federal and state reporting measures on an annual basis.
8. FINANCIAL OVERSIGHT, BUDGET AND SOLVENCY: PCS shall prepare and submit the following financial information to the District's Director of Business:

A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identifiable and reasonable assumptions prior to the beginning of the fiscal year.

PCS shall provide two interim budget reports (First Interim & Second Interim) and one end-of-year (Unaudited Actuals) financial report displaying the financial status of PCS. Such reports shall be provided on December 15th, March 15th and September 15th respectively. These reports shall include budgeted revenues and expenditures as compared with actual figures to date, along with projected year-end figures by major category of revenue and expenditure. PCS shall also include a three-year multi-year projection with the interim reports.

The primary factors in determining whether an entity is fiscally sound are meeting a required level of reserves and sufficient available cash. PCS shall identify a board-approved level of reserves that it shall maintain and shall provide PUSD with supporting documentation.

PCS shall provide PUSD with a copy of any negative finding or failure identified in the scope of SB740 as it affects the Charter's fiscal status, including a corrective plan of action.

PCS shall adopt and meet generally accepted accounting principles and shall ensure that: (1) expenditures are authorized by an accord with amounts specified in the PCS Board-adopted budget; (2) the Charter School's funds are managed and held in a manner that provide 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 to the State as required by the District, the County Office of Education or Department of Education.

PCS will maintain and process their own records in Human Resources, Accounts Payable, Accounts Receivable, and General Ledger. PCS shall make these records available for review upon request by PUSD. This request shall be based on concerns identified in PUSD's fiscal review and analysis.

9. SECTION 504 OF THE REHABILITATION ACT: Pursuant to this agreement PUSD shall assist the Charter School in the identification of students requiring accommodation under Section 504 of the Rehabilitation Act ("Section 504") and the formulation and administration of accommodation with respect to eligible students in the same manner as any other school of PUSD.

SPECIAL EDUCATION SERVICES: The following provisions govern the application of special education to Charter School students:

1. It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.
2. A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency for the purposes of compliance with federal law, Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. Sec. 1400, et seq.) and for eligibility for federal and state special education funds. A charter school that does not provide such verifiable written assurances shall be deemed a public school of the local educational agency that granted the charter (Education Code Section 47641) for the purposes of special education.
3. The Charter School has not provided verifiable written assurances that the Charter School will participate as a local educational agency in a special education plan approved by the State Board of Education. Therefore, the Charter School shall be deemed a public school of PUSD for the purposes of special education.
4. In accordance with Education Code Section 47646, a Charter School that is deemed to be a public school of the local educational agency that granted the charter shall participate in state and federal funding in the same manner as any other public school of the granting agency. Further, a child with disabilities attending the charter school shall receive special educational instruction or designated instruction and services, or both, in the same manner as a child with disabilities who attends another public school of that district. The agency that granted the charter shall ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a

manner that is consistent with their individualized education program and in compliance with the IDEA.

5. Services

- a. The Charter School and PUSD intend that the School will be treated as any other public school in PUSD with respect to the provision of special education services, including the allocation of duties between on-site staff and resources and PUSD staff and resources.

- b. Division and Coordination of Responsibility:

PUSD and the School agree to allocate responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Plan ("IEP"), development and modification, and educational services) in a manner consistent with their allocation between PUSD and its local public school sites. Where particular services are generally provided by staff at the local school site level, the Charter School will be responsible for providing said staff and programming; where particular services are provided to the school by the central district office, those services will be made available to the Charter School in a similar fashion.

- c. Identification and Referral:

The Charter School shall have the same responsibility as any other public school in PUSD to work cooperatively with PUSD in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and PUSD policy. As between the Charter School and PUSD, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Program ("IEP") and other special education information on any student enrolling from a non-PUSD school. A pupil shall be referred for special education instruction and services only after the resources of the general education program have been considered and where appropriately utilized.

PUSD shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. PUSD will ensure that the Charter School is provided with notification and relevant files of all students transferring to the School from a PUSD school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between PUSD schools. All records and files will be released with the signed permission of the parent/guardian.

d. Evaluation

PUSD, in concert with the Charter School, shall make the determination as to what evaluations are necessary, including evaluations for all referred students, annual evaluations and re-evaluations, in accordance with PUSD's general practice and procedure and applicable law. The Charter School shall not conduct unilateral independent evaluations without prior written approval of PUSD.

e. Individualized Education Program:

~~Responsibility for arranging necessary IEP meetings shall be allocated in accordance with PUSD's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the general education program at the Charter School.~~

f. Eligibility and Placement:

Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of the Charter School (or designee) and the designated representative of PUSD (or designee). Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of PUSD and of the Local Plan for Special Education.

g. Interim Placement:

It is understood that in accordance with Education code Section 51745(c), no individual with exceptional needs may participate in independent study, unless his or her individualized education program specifically provides for that participation. Accordingly, students who seek enrollment in the charter school with an active IEP may not be formally enrolled until an IEP team has convened to ensure the appropriateness of the placement. Parents shall be notified of this process upon application to the School. The interim placement IEP meeting will be held no longer than 30 days after the student's conditional enrollment.

h. Educational Services and Programs:

To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the Charter School staff, PUSD shall provide and/or arrange for such services in the same manner that it would be legally obligated to provide to the students at its other PUSD schools. The Charter School shall be involved with the selection of staff that serves Charter School students to ensure that services are delivered in a manner, which is consistent with the charter. PUSD services shall include consultative services by PUSD staff to

Charter School staff in the same manner that PUSD staff consults with staff at other PUSD schools.

i. Parent Concerns:

The Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the Charter School staff. The Charter School staff shall then in turn consult with the designated representative of PUSD regarding such concerns. The PUSD representative in consultation with the Charter School's designated representative shall respond to and address the parent/guardian concerns.

j. Complaints:

In consultation with the Charter School, PUSD shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.

k. Due Process Hearings:

The District and the Charter School shall work together to defend any due process proceeding brought by a student enrolled in the Charter School. If such proceeding arises out of or results from the Charter School's wrongful acts or omissions in the performance of its special education obligations under this Agreement, the Charter School shall indemnify the District for the costs of defending the action as well as the costs of any remedies ordered, to the fullest extent allowable by law. If such proceeding arises out of or results from the District's wrongful acts or omissions in the performance of its special education obligations under this Agreement, the District shall indemnify the Charter School for any costs incurred in defending the action to the fullest extent allowable by law. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, selected by the District, unless there is a conflict of interest. The fees and costs incurred in joint representation shall be shared equally. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

In consultation with the Charter School, PUSD may initiate a due process hearing on behalf of a student enrolled in Charter School as PUSD determines is legally necessary.

l. SELPA Activities and Meetings:

The PUSD Superintendent or designee shall represent the Charter School at all SELPA meetings as it represents the needs of all schools in PUSD. Reports to the

Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter School as they are to all other schools within PUSD. To the extent that PUSD and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to Charter School staff. To the extent that PUSD site staff has the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Charter School staff.

m. School District of Residence:

PUSD shall be responsible for providing all services under this Agreement to all students of the Charter School regardless of their school district of residence.

n. SELPA Requirements:

The Charter School agrees to adhere to the policies and requirements of the Local Plan for Special Education and to PUSD policies regarding services to special education students.

o. Contracted Services:

If needed due to limited special education staff, PUSD may seek out contracts with other school districts, or companies, or organizations to serve Charter School students. The Charter School shall assist PUSD in procuring such services as necessary.

6. Funding

a. Pass Through of Special Education Funds by PUSD:

The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Charter School has elected a status similar to any other public school in PUSD for the purposes of special education services and funding. PUSD has agreed to assist the School in providing special education services. Consistent with this division of responsibility, PUSD shall receive and pass through all state and federal special education funding, except infant and preschool, allocated for Charter School students through the SELPA, with the exception of 37.5% retained for the School's contribution to administrative costs. Administrative costs shall include all mandated reporting, access to the web-based IEP system, professional development activities, the use of the PUSD psychologist and school nurses for IEP related assessments, and consultation on contracting with PUSD for services.

School Contribution to Encroachment:

Additionally, rather than paying a pro-rata share of PUSD's unfunded special education costs ("encroachment") the School will be responsible for hiring and

paying the salaries and benefits for their own special education teacher(s). These teachers will be responsible for managing all of the Schools IEPs, and for providing Specialized Academic Instruction to students. These teachers will access and use the web-based IEP system for oversight and documentation of student IEP's, and will be subject to the same regulations and level of compliance as those teachers employed by PUSD. In the event that the Charter School is not able to direct hire appropriate SPED teachers, they will contract back with PUSD for teacher services. In the event of the Charter School contracting with PUSD for teacher services, the School will be billed for the teacher's time based on an average hourly cost of \$80 per hour for Mild to Moderate credential special education teacher time, and \$80 per hour for Moderate to Severe credential special education teacher time. In situations where a paraeducator provides IEP services, the School will be billed for the paraeducator's time at a flat rate of \$20 per hour.

- b. The Charter School shall be responsible for furnishing related for Charter School students whose IEP's prescribe them. The Charter School will have the option to contract with PUSD for all related services. The contracted service options and their average hourly costs are as follows:
- Speech: \$90 per hour
 - Occupational Therapy: \$90 per hour
 - Behavior Specialist: \$100 per hour
 - Adaptive PE: \$90 per hour
 - Physical Therapy: \$100 per hour
 - Assisted Technology: \$90 per hour
 - Vocational Education: \$20 per hour
 - School Psychologist: \$90 per hour for non-assessment related services
 - School Nurse: \$90 per hour for non-assessment related services
- c. Low Incidence Services
The Charter School will be responsible for providing all low incidence services that a student's IEP prescribes. The Charter School will have the option of contracting with PUSD for these services at \$90 per hour.
- d. Paraeducator Support
The Charter School will be responsible for providing all paraeducator support that a student's IEP prescribes. The Charter School will have the option of contracting with PUSD for these services.
- e. The Charter School shall be invoiced quarterly. The Charter School shall have 10 business days from the date of receipt of the invoice to dispute an invoice or the documentation contained therein. After 10 business days, the invoice and documentation therein shall be deemed accepted by the Charter School.

7. Special education funds shall be used solely for special education services. Funds received by Plumas Charter that are not used for special education services shall be returned to PUSD by July 31, 2016.

COST OF SERVICES:

1. In accordance with Education Code Section 47613, PUSD may charge for the actual costs of supervisorial oversight not to exceed 1 percent of the revenue of the charter school. "Revenue" is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and categorical block grant, as defined in Education Code Section 47632(a) and (b). In the event of a change in the basis of state funding, "Revenue" shall be deemed to mean 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. PUSD shall invoice for current year annual billing by June based on P2 ADA revenue projections. Billing shall include any adjustments, up or down, to reflect changes to prior year billing based on actual revenues received.
2. Charter School and PUSD agree that "supervisorial oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
 - All activities related to the Charter revocation and renewal and processes as described in Section 47607.
 - Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.
 - Participating in the dispute resolution process described in the Charter.
 - Review and timely response to the Charter School's Annual Independent Fiscal and Performance Audit.
 - Identify at least one Staff member as a contact person for the Charter School.
 - Visit the Charter School at least annually.
 - Monitor the fiscal condition of the Charter School.
 - Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - The Charter School will cease operation for any reason.

3. Additional services may be contracted by the Charter School from the District if available pursuant to a separate written agreement between the Parties. In addition to the supervisory oversight responsibilities described above, the District shall also provide the Charter School with the following services:

Description of Service	Estimated Fee	Description of How Fee Shall Be Calculated
Supplemental training and support	\$65.00 per hour	Hourly rate

4. The Charter School shall retain the authority to contract with third parties for any services required to operate the charter in the accordance with the law, this MOU, and the approved charter.

AMENDMENTS:

This agreement may be amended or modified in whole or part, in writing and must be signed by both parties. This agreement may be terminated by either part with 60 days written notice. Written notification will be presented through the U.S. Mail and be addressed as follows:

PUSD
~~Micheline G. Miglis~~ *Terry Oestreich*
 For: Superintendent, PUSD
 1446 E. Main Street
 Quincy, CA 95971

PCS
 Taletha Washburn
 Director, PCS
 175 N. Mill Creek Rd.
 Quincy, CA 95971

In Agreement:

Terry R. Oestreich
~~Micheline G. Miglis~~, Superintendent
Terry Oestreich
7-27-15
 Date

Taletha
 Taletha Washburn, Director
7/27/15
 Date