

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE POINT ARENA SCHOOLS BOARD OF TRUSTEES
AND PACIFIC COMMUNITY CHARTER SCHOOL
December 11, 2024

This Agreement is executed between the Point Arena Schools Board of Trustees and the Governance Council of the Pacific Community Charter School.

I. RECITALS:

- A. The Point Arena Schools District is a school district existing under the laws of the State of California hereinafter referred to as the District.
- B. The Pacific Community Charter School was developed by a community-based group and was approved by the Arena Union Elementary School District on March 25, 1999. The Pacific Community Charter School is hereinafter referred to as Pacific School and/or Pacific High School. The Pacific School Charter five-year renewal was approved by the Point Arena Schools Board of Trustees on May 20, 2004. The Pacific School Charter five-year renewal was again approved by the Point Arena Schools Board of Trustees on May 21, 2009, April 9, 2014, and March 6, 2019.
- C. The District is the sponsoring district of Pacific School. This Agreement is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.
- D. Pacific School commenced its first year of operation in August 1999.
- E. Written modification of this Agreement may be made by mutual agreement as set forth below.
- F. Pacific School agrees to operate its school program for the number of days and minutes required by applicable law and regulations.

II. AGREEMENTS:

- A. TERM: This Agreement along with applicable provisions of the Charter Petition and the Education Code will govern the relationship between the District and Pacific School. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties.
 - 1. The duly authorized representatives of Pacific School are the Pacific School Governance Council and/or a designated employee.

2. The duly authorized representatives of the District are the Point Arena Schools Board of Trustees and Superintendent.
 3. By May 1, of each year, both parties will meet to present proposed revisions to the MOU, if any. If either party recommends revisions, they must be approved by both parties by June 30th of each year. If there are no changes, the original MOU will remain in effect.
 4. The District reserves the right of renewing and/or revoking the Pacific School charter as specified in the Education Code and applicable regulations.
 5. Pacific School agrees to specify its maximum enrollment for the following school year on or before March 1 of each year. Such determination shall be communicated to District in writing on or before March 1 of each year.
- B. FUNDING: The State has developed a system whereby Charter Schools may be funded directly through the State and County rather than through a local school district. Pacific School shall participate in such funding systems.
1. To the extent that Pacific School must submit records to the District for submission to the County and State, those records must be prepared by Pacific School in conformance with District and County timelines, procedures and software requirements.
 2. To the extent that the direct funding model recognizes the authority of a charter school to pursue additional sources of funding, the parties recognize Pacific School's right to pursue such funding.
- C. LEGAL RELATIONSHIP
1. The Parties recognize that the Pacific School is a separate legal entity, is a nonprofit corporation and is solely responsible for its obligations and debts.
 2. The parties recognize that the District and Pacific School are separate legal entities. In respect to its operations under the Charter and this Agreement, Pacific School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Pacific School or its officers, employees, agents or consultants under the Charter and this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees. Further, the

District shall be named as also insured in respect to all Pacific School insurance coverage.

In respect to its operations under the Charter and this Agreement, the District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend Pacific School, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs arising out of injury to any person, including death or damage to any property caused by connected with, or attributable to the willful misconduct, negligent acts errors or omissions of the District or its officers, employees, agents or consultants under the Charter and this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of Pacific School, its officers, directors or employees.

Should Pacific School retain the legal services of a public organization or any private law firm that also is retained by the District, Pacific School agrees that, in the event legal disputes arise between the parties, Pacific School will move to retain legal representation by a separate organization or firm.

Pacific School has no authority to enter into a contract which would bind the District, or to extend the credit of the District to any third person or party. Pacific School shall clearly indicate to vendors and other entities and individuals outside the District, with whom Pacific School enters into an agreement or contract for goods or services, that the obligations under such agreement or contract are solely the responsibility of Pacific School and are not the responsibility of the District.

D. FISCAL RELATIONSHIPS:

1. The District and Pacific School agree that the District shall not act as fiscal agent for the Pacific School.
2. **FISCAL OVERSIGHT:** Pacific School will maintain a budget committee and/or treasurer to monitor all fiscal operations of the program including budget development and oversight. Pacific School shall annually prepare and submit the following reports the District:
 - a. A preliminary budget on or before July 1.
 - b. A first interim financial report on or before December 15.
 - c. A second interim financial report on or before March 15.
 - d. A final un-audited report for the full prior year on or before September 15.
3. **AVERAGE DAILY ATTENDANCE:** Pacific School will be responsible for its daily and monthly attendance accounting. Pacific School will submit the attendance reports in accordance with the District format and State law and

regulations to the District's business manager in a timely manner and in a manner which is consistent with District process and software.

4. ANNUAL AUDIT: Pacific School shall not be part of the annual district auditing process. Pacific School shall be responsible for having an annual audit done and distributed in accordance with all laws applicable to Charter Schools and State and County timelines. A copy of the audit report shall be submitted to the District not later than December 15th each year and provide that errors and omissions will be resolved to the satisfaction of the District.
 5. The Pacific School will maintain a system for internal fiscal management and a calendar for fiscal services to include cash flow check points, hiring of auditor, audit timeline and attendance reporting. Details regarding the fiscal controls, as well as the calendar for fiscal services, will be available for District review.
 6. In the event that the District seeks and receives a voter approved bond, parcel tax, etc., Pacific School shall have no entitlement to any of the funds, unless otherwise specified in the bond, parcel tax, etc.
 7. It is agreed that all loans received by Pacific School shall be the sole responsibility of Pacific School and the District shall have no obligation for repayment. Pacific School will provide notification to District prior to the loan, including written disclaimer of any responsibility for the District. A fiscal plan for repayment of any loans received by Pacific School shall be developed and approved by the Pacific School Council in advance of receipt of such loans and provide written notification to the lender that the District is not party to the loan.
 8. The District shall not advance any funds to Pacific School for cash flow purposes. In addition, the District shall not act or provide a line of credit for Pacific School.
 9. In the event that Pacific School desires any fiscal services from the District, arrangements must be made in advance which shall include the charges.
- E. SECTION 504 SERVICES: The Pacific School agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for Section 504 Services. The Pacific School will develop, maintain and implement policies and procedures to ensure identification of students who may require Section 504 accommodation(s). Unless otherwise agreed between the parties, all aspects of Section 504 compliance will be the sole responsibility of the Pacific School.
- F. SPECIAL EDUCATION SERVICES: The following paragraphs shall govern the provision of special education services for Pacific School students:

1. The Pacific School agrees to implement a Student Study Team, a regular education function, to monitor and guide referrals for special education. The Pacific School will develop, maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, exceptional needs.
2. The Pacific School agrees to adhere to all policies, procedures and requirements of the Mendocino County Special Education Local Planning Agency (SELPA) and the Local Plan for Special Education in the same manner and to the same extent as other schools within the District.
3. District special education staff serving Pacific School students will be under the supervision of the District Director of Special Education, or his/her designee.
4. Any student who may qualify for special education services shall be referred to the District Office of Special Education by the Pacific School for evaluation. If such evaluation establishes that the student is eligible for special education services, such services shall be provided by the District. However, by agreement of the parties, such services may instead be provided by the Pacific School. In this case, the District must approve all aspects of the plan for service, as well as receiving progress reports, as required by Federal and State laws, by which to monitor compliance. The progress reporting dates shall be based upon the standardized reporting dates for the school district, and shall include due dates for IEPs, dates for evaluation, implementation of the IEP, provision of services, etc. The Pacific School shall also be responsible for having the designated representative(s) in attendance, at IEP meetings which will be scheduled by the District.
5. Unless otherwise agreed, the District shall make the sole determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments. The Pacific School will follow all SELPA Policies regarding assessments, including unilateral, independent assessments. The District is responsible for generating the assessment plan for parental consent.
6. Parents and guardians enrolling their child in the Pacific School shall be informed by the Pacific School that, if their child requires special education services, such services shall be provided in accordance with the IEP in the same manner as other students of the District including the possibility that services may be provided at a site other than the Pacific School site, at the discretion of the District Office of Special Education.
7. Special education services, whether provided by District or Pacific School personnel, shall be determined in accordance with each student's individualized education program (IEP) and the policies, procedures, and requirements of the Local Plan for Special Education.

8. The Pacific School shall advise Parents/Guardians to initially raise concerns regarding special education services, related services and rights to the Pacific School staff. The Pacific School staff shall then in turn consult with the designated representative of the District regarding such concerns. The District representative, in consultation with the Pacific School's designated representative, shall respond to and address the parent/guardian concerns.
9. In consultation with the Pacific School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.
10. In consultation with the Pacific School, the District may initiate a due process hearing on behalf of a student enrolled in the Pacific School as the District determines is legally necessary to meet a school agency's responsibilities under federal and state law. The District shall defend any due process hearing or other legal action brought by a student enrolled in the Pacific School. In the event that the District determines that legal counsel representation is needed, the District/Pacific School shall be jointly represented by District legal counsel.
11. The District Superintendent or designee shall represent the Pacific School at all SELPA meetings as it represents the needs and interests of all schools in the District.
12. Reports to the Pacific School regarding SELPA decisions, policies, etc. shall be communicated to the Pacific School by the District as they are to all other schools/special education personnel within the District. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall also be made available to Pacific School staff. Also, to the extent that District site staff members have the opportunity to participate in committee meetings of the SELPA as representatives of their district, such opportunities shall be made available to Pacific School staff.
13. The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the Pacific School has elected the status of "any other public school in the District" in accordance with Education Code Section 47651(b) for the purposes of special education services and funding, and the District has agreed in accordance with Education Code Sections 47646(a) and (b) to provide, or otherwise ensure, special education services for Pacific School students, consistent with the services it provides at its other District schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Pacific School students through the SELPA.
14. Additionally, in accordance with Education Code Section 47646(c) the Pacific School shall owe the District a pro-rata share of the District's unfunded special

education costs (“encroachment”). At the end of each fiscal year, the District shall calculate the Pacific School’s pro-rata share of the District-wide encroachment for that year as calculated by 1) taking overall district-wide special education costs minus the state and federal funds received by the District for special education and related services (which equals “unfunded costs”); and 2) the total unfunded special education costs of the District (including those costs attributable to the Pacific School) divided by the total number of District ADA (including Pacific School Students) and multiplied by the total number of Pacific School ADA. Pacific School ADA shall include all students, regardless of home district. Adjustments will be made to include, on a pro-rated basis, students who enroll after the student-enrollment calculation is made but no later than P-2 counts, or for students who leave during the academic year. Reimbursement to the Pacific School for mutually agreed upon services provided by the Pacific School to identified students will be subtracted from the encroachment calculation. This amount shall be calculated at the end of the fiscal year and paid by the Pacific School in monthly payments during the following school year upon presentation of an invoice and documentation by the District.

15. The District shall provide the Pacific School with documentation as to the calculation of the Pacific School’s share of District encroachment and allow the Pacific School an opportunity to provide input and respond to the calculation. Any disputes over the calculation of the encroachment share shall be resolved through the dispute resolution procedures provided in the charter.
16. In lieu of payments by the Pacific School to the District, the District may reduce the monthly in lieu property taxes due to the Pacific School under Education Code Section 47635 by the monthly amount.
17. In respect to its operations relative to special education services, Pacific School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys’ fees and costs arising out of injury to any person or legal claims caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of Pacific School or its officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of the District, its officers, directors or employees.

In respect to its operations relative to special education services, the District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend Pacific School, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys’ fees and costs arising out of injury to any

person or legal claims caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the District or its officers, employees, agents or consultants under this Agreement, excepting only those claims, demands, actions suits, losses, liability expenses and costs caused by the sole negligence of Pacific School, its officers, directors or employees.

G. **INSURANCE AND RISK MANAGEMENT:** Pacific School will maintain at its own expense its own policies of comprehensive and liability insurance and property damage coverage sufficient to insure Pacific School as provided in Education Code 35208. The District shall be named as also insured, and certificates of insurance shall be submitted to the district. Additional insurance as set forth below shall also be provided as required by law or as decided by Pacific School.

1. Student Insurance: Pacific School may offer to its students an opportunity to participate at student expense in a student insurance program.
2. Workers' Compensation.
3. General Liability, and Property.
 - a. General liability insurance shall be in the amount of ten (10) million dollars aggregate and one (1) million dollars occurrence based. Property coverage shall be for replacement value. The amount of such insurance may be reviewed and revised by mutual agreement.
4. Transportation Insurance shall be covered in a separate MOU that includes the California Charter Schools Joint Powers Authority.
5. Pacific School Health and Welfare Benefits for employees as decided by Pacific School Governance Council.
6. Pacific School shall obtain necessary insurance commensurate with its corporate status and assets.
7. Pacific School shall establish and supervise a risk management program. Report of the risk management program operation shall be submitted to the District by October 31 each year. The components of the report should include the Designated Safety Person and provide documentation that the following are in place:
 - a. Injury Illness Prevention Plan;
 - b. Blood Borne Pathogen Training;
 - c. Hazard Communication Program;
 - d. Emergency Plan;
 - e. Documentation of Employee Safety Training; and
 - f. Annual Safety Inspections

H. HUMAN RESOURCES MANAGEMENT: All staff members of Pacific School are employees of Pacific School. Pacific School shall have sole responsibility for employment, management, dismissal and discipline of its employees.

1. Pacific School will conform to the laws regarding background checks, TB testing and fingerprinting.
2. The Pacific School may offer existing or new employees the opportunity to participate in an Individual Retirement Plan.
3. It is recognized that current staff members of the District that choose employment with Pacific School shall have no reemployment rights with the District. It is further agreed that any future employees of Pacific School who decide to leave their employment with the District in order to take a position with Pacific School shall have no continued rights of employment with the District.
4. In accordance with Education Code Section 47605, subdivision (1), teachers in the Pacific School shall be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Those documents shall be maintained on file at the Pacific School and shall be subject to periodic inspection by the District. Further, the Pacific School agrees to comply with the “highly qualified” requirements of the Every Student Succeeds Act, as it is deemed to apply to charter schools. The Pacific School agrees to comply with state and federal laws regarding Common Core standards implementation, the Local Control Funding Formula (LCFF) and the Local Control Accountability Plan (LCAP).
5. Pacific School shall provide the District with the following documents, with respect to the then current school year, by October 31 of each year:
 - a. List of all employees verifying fingerprints, and TB clearance.
 - b. List of certificated employees verifying credentials and expiration dates of credentials.
 - c. Master schedule showing teaching assignments.

I. FACILITIES:

1. Pacific School will be responsible for obtaining its own site(s) and for the costs of maintenance and operations of its facilities.
2. All Pacific School facilities shall meet all applicable fire and safety code requirements.

3. The parties agree that Pacific School is exempt from the Field Act Standards.
4. Pacific School recognizes that its facilities and programs must conform to all applicable provisions of the American with Disabilities Act and any other applicable federal requirement.
5. Point Arena Joint Union High School will provide the Pacific High School with:
 - a. A classroom
 - b. Staff use of the Point Arena High School staff restroom facilities
 - c. Student use of the Point Arena High School student restroom facilities
 - d. Student use of the Point Arena High School library facilities
 - e. Staff and student access to the Cafeteria Program
6. Pacific School is responsible for maintaining the high school classroom in the condition received.
7. Any improvements or changes proposed by Pacific School to the high school building or grounds must be approved by the Superintendent or designee.
8. Pacific High School students and staff may park appropriately registered vehicles in the student parking lot. All vehicles, parked on high school property and use of campus parking, are subject to all policies, rules and restrictions set forth by the Point Arena Joint Union High School District and Point Arena High School.

J. EVALUATION OF EDUCATIONAL PROGRAMS:

1. On or before October 20th of each year, Pacific School shall provide the District with an annual report and evaluation of its educational program. This report shall include, but is not limited to, the following information.
 - a. Analysis of whether goals included in the approved charter are being met; review of all state and federal student assessment data and reports,
 - b. Summary of major decisions made/policies established by the GC in prior year.
 - c. Data on level of parent involvement in governance and operation of the Pacific School.
 - d. Summary data from annual student/parent satisfaction survey.
 - e. Data regarding number of staff, their qualifications and verification of credentials for the prior year.
 - f. Summary of any major changes of health/safety procedure.
 - g. Report on the suitability of the facility in terms of health and safety.
 - h. Report on the suitability of the facility in terms of educational utility.
 - i. Review copies of all requested documentation (e.g. budget reports, financial projections, leases, insurance, etc.).

- j. Overview of admission practices including:
 - i. Number of students actually enrolled
 - ii. Waiting lists.
 - k. Report on expulsions and suspensions during prior year.
 - l. Review of any internal/external dispute resolutions during prior year.
 - 2. Pacific School agrees to administer current statewide performance assessment/s.
- K. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS:
- 1. Additional District programs/services that may be desired by Pacific School must be requested and acquired through meetings with appropriate district administration and prior written agreements.
 - 2. Pacific High School local area network (LAN) will be allowed access to the Point Arena High School wide area network (WAN) with the following provisions:
 - a. Pacific High School will provide and maintain at their own expense connection from the LAN to the WAN.
 - b. The Point Arena Schools District Tech Coordinator/Network operator will provide network maintenance services for Pacific High School.
 - c. Pacific High School agrees to pay the Arena Union Elementary School District for these services at the Tech/Coordinators hourly rate.
 - 3. In the event the District and Pacific School desire to allow Pacific School and Point Arena High School students to participate in on campus courses at the other high school, both parties through written mutual agreement will determine, in writing, a cost per student prior to the end of the current school year. The cost per student will be charged the same by the District to the Pacific School and by the Pacific School to the District. Students enrolled in either high school may take no more than three (3) classes at the other school. If there is an equal number of students participating from each campus (a seat for seat basis) there will be no costs incurred by either party.
 - 4. Students in class(es) at the other high school will receive transferable credit for course(s) and must meet all course pre-requisites, abide by all classroom/school rules and expectation and are subject to all grading policies and procedures of the course. This transferable credit agreement for the next school year can be terminated by the District of the Pacific School with written notification to the other party prior to the end of the current school year.
 - 5. Cafeteria Services: Pacific High School students will have access to the cafeteria lunch program at Point Arena High School, as specified in a separate cafeteria MOU.

6. Pacific High School students will be able to participate in the Point Arena High School Interscholastic Athletic Program in compliance with current CIF rules and appropriate waivers. Pacific High School students will be responsible to meet and maintain all Point Arena High School eligibility requirements.
 7. Pacific High School students have access to Point Arena High School extracurricular activities as approved by the District.
- L. CONFORMANCE TO CHARTER AND MOU: The Pacific School Governance Council shall be responsible for operating the Pacific School in conformance with its charter and with the provisions of this MOU. All handbooks, policies or procedures of Pacific School must conform to the Charter and MOU as applicable.
- M. Copies of Pacific School’s policies and procedures shall be available to the District.
- N. ADMISSION: It is understood that Pacific School must operate in full compliance with the provisions and intent of Education Code Section 47605 (d). Pacific School recognizes that a charter school shall admit all pupils who wish to attend the school. However, if the number of pupils who wish to attend the Pacific School exceeds the school’s capacity, attendance, except for existing pupils of the Pacific School, shall be determined by a public random drawing. Prior to any random drawing, preference shall be extended to pupils currently attending the Pacific School and pupils who reside in the district. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law. Pacific School recognizes its responsibility to have written admission practices and that Pacific School is fully responsible for addressing and/or remedying any complaints regarding such practices. The parties also understand and agree that admission practices of Pacific School may be reviewed under Education Code Section 47607.
- O. BROWN ACT: Pacific School shall conduct all governance meetings according to the Brown Act.
- P. PUPIL TRANSPORTATION: Point Arena Transportation agrees to give access to Pacific School for home-to-school transportation services as follows. These services will be provided only on days and for runs that Point Arena Transportation provides home-to-school transportation services for Point Arena High School and Arena Union Elementary School District students, and the services will be provided only when bus capacity permits. “Services” is defined as home-to-school bus runs and stops planned for operation by Point Arena Transportation prior to serving Pacific School.
1. Bus and van use for field trips shall be negotiated separately.
 2. PICK-UP AND DELIVERY OF STUDENTS: In the mornings, Pacific School will provide an adult contact to meet Pacific School students on the Arena

Elementary School site where and when students disembark the buses. The Pacific School adult contact will then assist Pacific School students in crossing Lake Street when the area is clear of buses. In the afternoons, Pacific School will provide a safe and legal method for Pacific School's students to cross Lake Street and wait on the Arena Elementary School site where and until when the buses have picked up students.

3. CONTINGENCIES: In the event Point Arena Transportation needs to cancel bus runs for any reason, Point Arena Transportation will immediately notify Pacific School, and home-to-school transportation services to Pacific School students will be suspended until the bus runs are reinstated.
 4. CANCELLATION: This portion of this MOU may be canceled by either party upon the giving of thirty (30) days written notice to the other party. Any such notice will be made between the Point Arena Superintendent (or designee) and the Pacific School Governance Council Chair (or designee).
- Q. LEGAL COSTS: Pacific School will be responsible for procuring its own legal counsel and the costs of such service.
- R. OVERSIGHT: As provided in Education Code Section 47613, one percent (1%) of Pacific School's General Purpose Entitlement (as computed by the Local Control Funding Formula pursuant to Education Code Section 42238.02, as implemented by Section 42238.03) revenues will be paid to the District for oversight services. Pacific School and the District agree that "supervisory oversight", as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal and processes as described in Section 47607.
 2. Activities relating to monitoring the performance and compliance of the Pacific School with respect to the terms of its Charter, related agreements, and all applicable laws.
 3. Participating in the dispute resolution process described in the Charter.
 4. Review and timely response to the Pacific School's Annual Independent Fiscal and Performance Audit.
 5. Identify at least one Staff member as a contact person for the Pacific School
 6. Visit the Pacific School at least annually.
 7. Monitor the fiscal condition of the Pacific School.
 8. Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - a. A renewal of the Charter is granted or denied.
 - b. The Charter is revoked.
 - c. The Pacific School will cease operation for any reason.

9. **REQUIRED REPORTS:** Pacific School agrees to complete and submit all reports required of Charter schools in a timely fashion. Copies of all such reports will also be submitted to the District.
 10. **STATEMENT OF FACTS ROSTER:** It shall be the sole responsibility of the Pacific School to file, and update as required, the “Statement of Facts Roster of Public Agencies” as required by Government Code Section 53051. The current Statement of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of the Pacific School to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g.: Legal name and mailing address of the school, name and residence or business address of each member of the governing board, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to the District within 10 days after the change.
 11. Comply with all provisions addressing the Brown Act, applicable Conflict of Interest laws, and the Public Records Act.
- S. **TERM:** The Pacific School Charter will have a five-year term to expire on June 30, 2024 (extended to June 30, 2026 due to COVID). Review of the Charter will be based on compliance with the terms set forth above in this MOU and with the Charter, requirements of the Education Code and supporting regulations. The District Board will review the material submitted in accordance with this MOU as well as the continued fiscal viability of the Charter and conformance with any annual audit issues. Final review of the Charter and any action by the District Board to renew or revoke the Charter shall be in accordance with applicable State law.
- T. **SEVERABILITY:** If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- U. **NOTIFICATION:** All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses below:

To the District at: Point Arena Schools District
P.O. Box 87
Point Arena, CA 95468
Attn: Point Arena Schools Board of Trustees President

To the School at: Pacific Community Charter School
P.O. Box 984

Point Arena, CA 95468
Attn: Governance Council Chair

- V. INTERPRETATION: The parties agree that in the event of any questions as to the meaning or application of any provision of this Agreement the parties will meet and confer in good faith as to the resolution of the issue. Should this informal process fail to resolve the issue, then either party, upon written notification to the other, may invoke the dispute resolution procedures as specified in the charter.

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

Dated: _____

Board of Trustees President
Point Arena Schools

Dated: _____

PCCS Governance Council Chair
Pacific Community Charter School