

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE KERN COUNTY OFFICE OF EDUCATION  
AND  
RIDGECREST ELEMENTARY ACADEMY FOR LANGUAGE, MUSIC AND SCIENCE

This Agreement ("Agreement," "Memorandum of Understanding" or "MOU") is executed by and between the Kern County Board of Education ("County Board") and Kern County Superintendent of Schools ("Superintendent"), collectively the Kern County Office of Education ("County"), on one hand, and the Ridgecrest Charter School ("RCS"), a California non-profit public benefit corporation that is operating the Ridgecrest Elementary Academy for Language, Music and Science (collectively "REALMS") on the other.

RECITALS:

- A. The Kern County Board of Education is a County Board of Education existing under the laws of the State of California. The Kern County Superintendent of Schools is a County Superintendent existing under the laws of the State of California and serves as authorized representative of the County Board for purposes of this MOU.
- B. RCS developed and submitted a petition for a charter school, the Ridgecrest Elementary Academy for Language, Music and Science, located in Ridgecrest, CA (the "Charter School"). The petition was initially submitted to the Sierra Sands Unified School District, was denied by the District, was submitted to the County Board on appeal and was granted by the County Board.
- C. The parties to this Agreement recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system and improving student learning through performance-based accountability.
- D. By granting the charter petition, the County Board became the authorizer of the Charter School.
- E. The Charter School commenced operations in the 2019-2020 school year, has continued for a term of two (2) years, and requested an extension of the term of the charter for one (1) additional year, which request was granted by the County Board.
- F. Written modification of this Agreement may be made by mutual agreement as set forth below.

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

AGREEMENTS:

- I. TERM AND RENEWAL

- A. The term of this Agreement, when fully executed by the parties, shall be coterminous with the term of the charter, and any extension thereto.
- B. Any modification of this Agreement 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 RCS Board of Directors or its designee. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of the County are the County Board and the Superintendent, or his or her designee(s). For purposes of amendment of this MOU, the Superintendent is required to take action as authorized representative of the County.
- E. 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.
- F. The action of the County Board to approve extension of the charter term is contingent on the mutual approval of this MOU. To the extent that this Agreement is inconsistent with any of the terms of the charter, this MOU shall supersede the terms of the charter unless specifically noted otherwise herein. Both parties shall meet to amend the Agreement or the charter to achieve consistency as necessary.

## II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 ("the Act") authorizing the creation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act allows the County Board to authorize charter schools under specified circumstances. The County Board has authorized this charter pursuant to the Act, and by doing so, becomes the authorizing agency of the Charter School. The County has delegated to the Superintendent its obligations to oversee the charter under the terms of this MOU and the charter, and applicable laws and regulations, reserving the right and authority, under its obligations, to modify any decision made by the Superintendent.

The fundamental interest of the County is — on a continuing basis — to be reasonably assured that the Charter School is:

- Implementing the provisions of the charter as approved.
- Obeying all requirements of federal, state, and local laws that apply to the Charter School.
- Being operated prudently in all respects.
- Providing a sound education to all of its students.

The Superintendent will report periodically to the County Board regarding its delegated oversight of the Charter School.

The County recognizes that there are a limited number of matters related to the operation of the Charter School and to the effective oversight of the Charter School that go beyond the provisions included in the charter. The County also acknowledges that the general operation of the charter is appropriately carried out by the Charter School's Board of Directors, administrators, faculty, and staff. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of the County, as carried out by the Superintendent. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

### III. DESIGNATION OF SCHOOL

- A. REALMS is to be operated by RCS, a non-profit public benefit corporation pursuant to California law and together they shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this Agreement and its charter.
- B. Grade Levels: The Charter School is approved to serve students in grades TK-6.

### IV. FUNDING

- A. The Charter School shall receive funding under the charter school funding model as established by the Education Code, including:
  - 1. General-purpose entitlement computed by 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, 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.
- B. In addition to the block grant funding specified above, the parties recognize the authority of the Charter School to pursue additional sources of funding.
- C. The County has no obligation to apply for additional sources of funding for the Charter School. However, if the County 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 County shall receive 1% of such funds or as required by the specific funding source.

- D. The Charter School shall cooperate fully with the County in any application made by the County on behalf of the Charter School.
- E. The Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- F. The Charter School has elected to receive funding from the State directly, pursuant to Education Code Section 47651.
- G. With each annual submission of a budget to the County Superintendent for review, the Charter School will provide written assurance of funding from identified sources, including state funding, sufficient to cover all proposed expenditures.

#### V. LEGAL RELATIONSHIP

- A. The parties recognize that REALMS is a separate legal entity. REALMS shall be operated by RCS, a non-profit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(d), if the County complies with all oversight responsibilities required by law, the County Board shall not be liable for the debts or obligations of REALMS or for claims arising from the performance of acts, errors, or omissions by RCS or the Charter School.
- B. The County Board shall have the right to appoint a representative to the RCS Board of Directors with full voting rights.
- C. The Charter School shall work with families who are migrant workers to ensure a space is held for any federally-identified migrant student who must leave the Charter School to return in the same school year for purposes of a parent or parents' migrant occupation.
- D. An enrollment database will be developed and maintained by the Charter School, which identifies all students enrolled in the Charter School by grade level including students who do not complete the school year for any reason, students who are expelled or otherwise removed, and students who transfer during or in between school years. The database will be available to the Superintendent on request.
- E. The Charter School shall hold harmless, defend, and indemnify the County Board and the Superintendent, their officers and employees, from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of the Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, the Charter School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or the County Board or the Superintendent or their officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

## VI. COUNTY OVERSIGHT/SERVICES

- A. In accordance with Education Code Section 47613, the County may charge for the actual costs of supervisory oversight not to exceed one percent of the revenue of the Charter School and to be increased to three percent of the revenue of the Charter School if the Charter School is able to obtain substantially rent free facilities from the County. "Revenue" is defined in accordance with Education Code Section 47613(f).
- B. The Charter School and the County agree that "supervisory oversight," as used in Education Code Sections 47613 and 47604.32, shall include the following:
- All activities related to the charter revocation and renewal processes as described in Section 47607.
  - Activities related to monitoring the performance and compliance of the Charter School with respect to the terms of its charter, related agreements including this Memorandum of Understanding, development and implementation of the LCAP, and all applicable laws.
  - 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, which includes reviewing average daily attendance ("ADA"), budget reports, financial audits, STRS/PERS reporting, LCAP, governance board packets, insurance requirements, and reserve requirements.
  - 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.
- C. To the extent that the County may be required to submit financial forms on behalf of the Charter School, the Charter School is required to maintain official financial records on the County financial system. The County agrees to provide the Charter School with written notification of any applicable processes that may be required. The Charter School agrees to follow processing schedules and specified County business office procedures. The authorized representative of the County shall communicate the procedures to the Charter School.

## VII. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. The fundamental oversight and monitoring of the Charter School shall be in conformance with County policy, state and federal law and the terms of the approved charter.
- B. The Superintendent will conduct at least one site visit annually in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter, this MOU, and any associated agreements. The focus of the review will be on teaching and learning. The County-approved Charter School Evaluation Form and the Document Review Checklist describe the evidence and documentation that will be reviewed and evaluated each year.

The site visit may include review of the facility, review of records maintained by the Charter School, interviews with the C.E.O. of the Charter School, staff, and parents, and observation of instruction in the classroom. The evaluations for each year will be taken into consideration for renewal at the end of the term of the charter. Any deficiencies will be reviewed with the Charter School administration.

The Superintendent reserves the right to make unannounced visits to the Charter School.

- C. Changes to the charter deemed to be material revisions may not be made without County consideration and County Board 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 deletion of an educational program), mission, or vision.
  - Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program.
  - Proposed changes in enrollment that differ by more than 25 percent +/- of the enrollment originally projected in the charter, or as approved by the County in a subsequently revised charter.
  - Addition or deletion of grades or grade levels to be served.
  - Expulsion or removal offenses/process.
  - Changing the location of facilities and/or adding new sites.
  - Admissions preferences.
  - Governance structure.

#### VIII. SPECIAL PROGRAM/SERVICES AND/OR ACTIVITIES/SPORTS

- A. In the event that either party to this MOU wishes to have its students and or staff participate in a program/service/activity offered by the other party, advance approval and arrangements must be made. It is fully recognized that expenses for such participation may be charged. Such arrangements must be made with the appropriate site administration in advance and confirmed in writing.
- B. Upon request by the Superintendent, the Charter School shall provide, to the extent that they are in place, to the Superintendent:

1. Memorandums of Understanding with any college or university that intends to provide credit to Charter School students that includes, at a minimum, 1) when these courses will be taught and how these courses integrate into the Charter School schedule, 2) who will be the instructors and those instructors' employers, 3) any fees charged to the Charter School or students of the Charter School, 4) the number of students in the Charter School who will be allowed to earn credits, and 5) the number of courses/credits that will be provided each year.
2. A projected schedule of courses that clearly delineates 1) high school and college courses (to the extent they are offered), 2) required minimum instructional day for each student, 3) instructor, including employer and credential, 4) the source of any college credit, and 5) instructional minutes associated with all courses.

#### IX. FERPA: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

#### X. CONFLICTS OF INTEREST

The board members, officers and employees of the Charter School shall conduct themselves in accordance with Government Code Section 1090 and the conflict of interest provisions of the Political Reform Act found at Government Code Sections 87100 et seq. The Charter School has adopted and shall maintain a conflict of interest code designating principal officers and employees, including those with authority to make financial decisions, as required, to report financial interests on FPPC Form 700, and the conflict of interest code shall likewise reflect compliance with Section 1090.<sup>1</sup>

#### XI. SPECIFIC REQUIREMENTS

- The Charter School will develop a systematic and strategic plan for implementing its many and varied new instructional and intervention initiatives. Professional development must be provided with a continuum of options such as workshop, coaching support, in-classroom

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<sup>1</sup> The parties agree as to the legal application of Government Code Section 1090 to a charter school, commencing January 1, 2020 if not before, but for purposes of this Agreement have agreed to comply with Section 1090 as set forth in this section. Should any law enacted after the effective date of this MOU or appellate court of applicable jurisdiction determine conclusively that Government Code Section 1090 does not apply to charter schools, the parties shall revise this Agreement to require that the Charter School adopt a policy making the restrictions of Government Code Section 1090 and the remote interest and non-interest provisions of Government Code Sections 1091 and 1091.5 applicable to its board members, officers and employees.

modeling and observation of others with expertise in that specific initiative. This may require the Charter School to contract for services of those with expertise in specific areas or hire additional staff such as a literacy coach.

- The revised teacher observation form will be used to monitor instruction on a daily basis and provide feedback and coaching support to teachers, as needed.
- The Charter School will define its instructional day and align its published bell/daily schedule with its master schedule for instruction and the Parent Student Handbook.
- The Charter School will identify and incorporate some form of literacy assessment (DIEBELS, for example) into its K-3 programs that will be used as a systematic tool for ongoing monitoring and reporting of student growth.
- The Charter School will define when Designated ELD will take place during ELA/reading instructional time, and will define what instrument will be used to monitor progress throughout the year for language proficiency of EL students.
- The Charter School Board will ensure that parents who serve on the board represent the majority of parents of the school.

## XII. LEGAL SERVICES

The Charter School will be responsible for procuring its own legal counsel and the costs of such service.

## XIII. SEVERABILITY

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the MOU, and the charter, shall remain in effect, unless mutually agreed otherwise by the Superintendent and the Charter School. The Superintendent and the Charter School agree to meet to discuss and resolve any issues or differences relating to the provisions of the MOU in a timely, good faith fashion.

## XIV. NOTIFICATION

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

To the County at:

Mary C. Barlow, Kern County Superintendent of Schools  
1300 17<sup>th</sup> Street  
Bakersfield, CA 93301

To the Charter School at:

Ridgecrest Elementary Academy for Language, Music, and Science  
Attn: C.E.O.




325 South Downs Street  
Ridgecrest, CA 93555

XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties 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 Agreement. The parties further recognize that this Agreement shall only be modified in writing by mutual agreement of the parties.

Dated: 1/15/2021

  
REALMS

Dated: 1/25/2021

  
Kern County Office of Education