

# **TRANSITION MEMORANDUM OF UNDERSTANDING**

**Between**

**NAPA VALLEY UNIFIED SCHOOL DISTRICT**

**And**

**RIVER SCHOOL FOUNDATION, on behalf of RIVER MIDDLE CHARTER SCHOOL**

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of June 2019 by and between River School Foundation (River Foundation) a non-profit public benefit corporation, on behalf of the River Middle Charter School, and the Napa Valley Unified School District (District).

## **RECITALS**

A. River Middle Charter School (River School) is currently a charter school established under the laws of California and governed by the River School Foundation, a non-profit public benefit corporation (River Foundation).

B. The River Foundation voted on May 20, 2019 to voluntarily relinquish River School's charter, effective at the close of the 2018-19 fiscal year, and permit its conversion to a district public school within the District, commencing in the 2019-2020 fiscal year.

C. The District supports the philosophy central to River School's vision and values and is committed to supporting the programmatic educational model that River School offers students and their families, including River School's focus on it's Implicit Curriculum.

D. The River School Foundation has expressed the intent to transform its function from operation of River School to support of River School programs and activities.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein set forth, the River Foundation and District agree as follows:

### **1. Closure of River School as a Charter School and Reopening as a District Public School**

River Charter Middle School will voluntarily close as a charter school on June 30, 2019, i.e., the end of the 2018-19 school year, and its charter will terminate as of that date.

River Charter Middle School will, upon closure, initiate the closure procedures set forth under California Code of Regulations, Title 5, section 11962 and its charter, under the supervision of District staff.

River School will reopen as a district public middle school operated by the District for the 2019-2020 school year.

### **2. School Location and Facilities**

River School will occupy its current facilities at the Harvest Middle School campus, located at 2447 Old Sonoma Road in Napa for the Fall semester of the 2019-2020 school year and until new facilities become available.

River School will relocate to a new campus which is currently under construction at 1850 Salvador Avenue, Napa ("New Site"), after the New Site is completed, with relocation currently anticipated to take place during December 2019, over the winter school recess.

The District will incorporate River School into its 2019-2020 implementation plan for technological facility improvements purchased with funds from Measure H bonds and will implement technological improvements for River School which are equivalent to those being implemented at all other District middle schools. This implementation plan will include installation of interactive boards in classrooms, purchase of devices for use by students, and security cameras.

The District will additionally purchase and install at the New Site initial facilities and equipment for certain elements of River School's curriculum, including culinary classroom appliances and related infrastructure and casework, as well as a garden fence, which were requested by River School as part of its 2019-20 Proposition 39 facilities request (as referenced in Exhibit D to the Preliminary Offer of Facilities sent by the District on February 1, 2019).

### **3. Staffing and Enrollment**

River School will remain a school of choice through the District's open enrollment process. The District and River School administration will use best efforts to meet the District's enrollment goals for the 2019-2020 school year as set forth in the District's desegregation plan.

River School will maintain an equivalent staffing model to other District schools. In order to implement this staffing model, the District will increase River School's certificated staffing for the 2019-2020 school year by 5.5 full-time equivalent (FTE) to reach a total of 20.8 FTE. In addition, the District will adjust River School's classified staffing for the 2019-2020 school year by adding an additional library media technician and an additional campus supervisor.

### **4. Instructional Program**

River School will continue to operate according to the Educational Program as set forth in Section A of its 2015-2020 Charter, including both the Explicit Curriculum and the Implicit Curriculum. The District's Department of Instructional Services will have oversight of River School's instructional program, and River School will follow the District's policies regarding school accountability, reporting, testing, and assessments.

The River School Principal will identify and implement any adjustments to River School's policies and procedures that are necessary to implement River School's Educational Program under the oversight of the District's Department of Instructional Services.

### **5. Transition of River Charter Council and River School Foundation**

River School will be operated by the District starting in the 2019-2020 school year. As such, the River Foundation will no longer play any role in River School's governance and operation. The River Foundation will continue on as a school-connected organization, which governs itself as an independent entity but supports the educational mission of the River School. On or before

September 1, 2019, River Foundation will amend its Bylaws to reflect this change in role and purpose.

The River School Foundation will comply with all applicable state laws, including without limitation the California Corporations Code and any laws or regulations regarding annual reporting and audits that may be required. While the River Foundation can accept donations and engage in fundraising activities (consistent with District BP 1321 and AR 1342) and disburse funds to the River School or the District, it will not control the school treasury or any District assets or facilities. The River Foundation will comply with any and all District Board policies and the California Education Code's requirements that govern booster clubs, parent clubs, and other similar groups, and student and school fundraising activities.

River School Foundation will carry its own liability insurance for activities; follow the District's facility use policies for activities on school premises; and refrain from any activities that are partisan, political, sectarian, or denominational, or that discriminate on the basis of any protected category or characteristic. River School Foundation may not charge fees for participation in school-related activities.

**6. Miscellaneous Provisions.**

This Agreement represents the entire understanding by and between the District and the River School Foundation as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties. Any waiver by either party of any provision of this Agreement must be in writing and be attached as an Addendum to this Agreement. Any written waiver will affect only the provision specified and only for the time and in the manner stated in the writing. No waiver by a party of any provision in this Agreement will be considered a waiver of any other provision in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

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Rosanna Mucetti  
Superintendent  
Napa Valley Unified School District



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Richard Hall  
President  
River School Foundation