


~~Resolution 3044~~ ND

**AGREEMENT BETWEEN GRIFFIN TECHNOLOGY ACADEMIES AND
VALLEJO CITY UNIFIED SCHOOL DISTRICT FOR CONTINUED OPERATION
OF CHARTER SCHOOLS WITH CONDITIONS**

THIS AGREEMENT FOR CONTINUED OPERATION OF CHARTER SCHOOLS WITH CONDITIONS (“Agreement”) is entered into between Griffin Technology Academies (“GTA”), a nonprofit public benefit corporation operating the Mare Island Technology Academy, MIT Academy, Griffin Academy Middle School, and Griffin Academy High School (collectively, “Charter Schools”), and the Vallejo City Unified School District (“District”). GTA, on behalf of the Charter Schools, and the District shall be individually referred to herein as a “Party” and collectively referred to as the “Parties.” This Agreement shall take effect immediately upon full execution by the authorized representatives of GTA and the District, and the approval of the Parties’ respective governing boards as set out below.

WHEREAS, the District is a public school district in Vallejo, California;

WHEREAS, each of the Charter Schools is independently authorized by the District and possesses its own respective charter number assigned by the State Board of Education;

WHEREAS, the Charter Schools are collectively governed by the Board of Directors of GTA, which serves as the entity managing the Charter Schools, and are operated by the same senior-level administration of GTA;

WHEREAS, pursuant to Education Code section 47607(g), on April 29, 2022, the District’s Board of Trustees issued Notices of Violation (“NOVs”) to each of the Charter Schools alleging that the Charter Schools (i) committed material violations of the conditions, standards, or procedures set forth in the charter; (ii) failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement; and (iii) violated provisions of law;

WHEREAS, the District provided the Charter Schools with the opportunity to refute or remedy the violations by June 6, 2022, and if the District’s Board determined the Charter Schools failed to refute or remedy, to its satisfaction, one or more of the violations identified in the NOVs, the Board could then consider and take action to issue a Notice of Intent to Revoke to each of the Charter Schools, as applicable;

WHEREAS, on June 6, 2022, each of the Charter Schools submitted a Response to Notice of Violations (“NOV Responses”) in which each Charter School asserted that it had refuted, remedied, or proposed to remedy all violations in the NOVs;

WHEREAS, the District has conducted a thorough and detailed review of the NOV Responses;

WHEREAS, while the District acknowledges that the Charter Schools have made changes to the overall structure and operations of the Charter Schools in an effort to remedy the violations in the NOV's, the District believes there are violations remaining that have not been refuted or remedied;

WHEREAS, both Parties acknowledge that the District could, in its discretion, choose to proceed with the issuance of Notices of Intent to Revoke, but the Parties deemed it in their best interests to pause the revocation proceedings to negotiate this Agreement that would provide the Charter Schools an opportunity to meet defined conditions within a specific period of time to remedy outstanding violations in the NOV's; and

WHEREAS, the Parties approved and executed a Tolling Agreement, including a First Amendment to the Tolling Agreement, copies of which are included as **Exhibit A** to this Agreement and incorporated herein by reference, to toll the statutory and regulatory time frame in which the District must issue one or more Notices of Intent to Revoke to give the Parties an opportunity to negotiate, approve, and execute this Agreement.

NOW, THEREFORE, to avoid the time, risk, and expense of further implementing the revocation proceedings, including any appeals, and for the purpose of granting GTA, on behalf of the Charter Schools, the opportunity to remedy the outstanding violations, the following Agreement is reached between the Parties:

1. **Term.** This Agreement shall begin on the Effective Date and shall terminate on September 1, 2023 ("Term"). GTA understands, acknowledges, and agrees that there shall be no extension of the Term unless agreed to in writing by the District and authorized by its Board of Trustees.
2. **Conditions for Compliance.** GTA and the Charter Schools shall meet each of the conditions listed below by the corresponding deadline specified.

No.	Compliance Area	Condition	Deadline
1	Governance	GTA shall amend its corporate bylaws to specify that all persons who both (i) served as a voting member of the GTA Board of Directors (formerly under the name of MIT Academy) and (ii) resigned on or prior to June 15, 2022, as well as members of those persons' immediate families (defined as a spouse/partner, child, brother/sister, or member of the same household), shall be permanently disqualified from serving on the GTA Board or any successor board of a nonprofit corporation whose purpose is to manage, govern, and/or operate one or more of the Charter Schools.	November 1, 2022

2	Governance	<p>GTA shall amend its corporate bylaws to limit the total number of terms that a member of the Board of Directors may serve, to not cumulatively exceed nine (9) years; provided, however, the corporate bylaws may specify a “cooling off” period of no less than three (3) years after which the same former member of the Board of Directors may be reappointed for one or more terms that do not cumulatively exceed nine (9) years. The same “cooling off” process and timelines shall apply for any subsequent reappointments of the same member to the Board of Directors.</p>	November 1, 2022
3	Governance	<p>Verification of Board Member and GTA senior administration participation in trainings on the following by one or more vendor(s) of GTA’s choosing:</p> <ul style="list-style-type: none"> • Charter School Law – An Overview • Charter School Fiscal Operations • Brown Act and Public Transparency Laws • Conflict of Interest Issues and Public Trust • Board Governance and Fiduciary Duties • Independent Study • Facilities Management and Oversight • Student Health and Safety • Employees and Employee Relations • District Oversight and Communications <p>Verification of such participation shall be based on sign-in sheets, training materials, and certificates of completion (the “Verification Materials”). For the avoidance of doubt, this condition shall be deemed satisfied where the Verification Materials indicate attendance by: (i) all Board members sitting on the Board as of the Effective Date (and who remain as Board members through the Term) even if the training is conducted at different times (or is viewed by a Board member on a pre-recorded basis), and (ii) at least two members of GTA’s senior-level administration as selected by GTA as appropriate to receive the training.</p>	June 1, 2023

4	Governance	GTA shall submit to the District Superintendent a completed Brown Act Compliance Checklist following each Regular and Special Board meeting. GTA shall submit to the District Superintendent a completed Board Accountability Tracker following each Regular and Special Board meeting that triggers an accountability requirement under the Board Accountability Tracker. For the avoidance of doubt, this condition shall be deemed satisfied following the timely submission of all the tracker documents for GTA's Regular and Special Board meetings occurring after the Effective Date and through June 30, 2023, and which show compliance with all applicable Brown Act requirements and/or remedial action(s) taken to resolve or correct a Brown Act violation or violations.	Within three (3) business days after each Board meeting.
5	Governance	On a quarterly basis, GTA's Chief Accountability Officer shall provide a comprehensive oral and written report to the District's Board of Trustees addressing the overall status of operations of the Charter Schools, as well as GTA's status of compliance with each of the conditions listed in this Paragraph 2. The written report shall be provided to the District at least seven (7) business days prior to the scheduled meeting. For the avoidance of doubt, this condition shall be deemed satisfied upon the submission of all written reports and the delivery of all oral reports during the Term of the Agreement, and without regard to the District's subjective judgment of the contents of the same. In the absence of the Chief Accountability Officer, the oral presentation requirement shall be deemed satisfied if the oral presentation is made by GTA's Superintendent.	Quarterly, at a regularly-scheduled District Board of Trustees meeting in: October 2022 February 2023 April 2023 July 2023
6	Facilities	GTA shall demonstrate that each and every facilities deficiency identified in the NOV's to Mare Island Technology Academy and MIT Academy have been fully addressed and remedied to ensure student and staff safety, health, and welfare. This shall be documented by written evidence and visual site inspection(s) by District administration based on the Facilities Compliance Checklist included as Exhibit B to this Agreement and incorporated herein by reference.	March 1, 2023

7	Facilities	<p>GTA shall fill all vacant facilities, maintenance, and operations positions to ensure safety, cleanliness, and operational continuity at all sites operated by the Charter Schools, and/or contract with third-party vendors for the same. Full staffing in the 2022-23 school year shall be the full-time equivalent staffing of a plant/custodial/maintenance manager, an assistant plant/custodial/maintenance manager, and three (3) custodians. For the avoidance of doubt, the Parties recognize that filling vacancies and retaining employees can be dependent on market conditions and personal circumstances that are outside of GTA's control. Therefore, should GTA have a vacancy in one or more of the above-noted positions for a period of thirty (30) calendar days or more, GTA shall enter into one or more contracts with third-party vendors to provide services that otherwise would be performed directly by an employee or employees in the vacant position(s), and proof of such contract or contracts shall also satisfy this condition wherein the contract specifies the full-time equivalency of the position being performed by the vendor and the dates of service begin no more than forty-five (45) calendar days after the vacancy in the position(s) occurred.</p>	December 1, 2022
8	Facilities	<p>GTA shall provide the District with evidence that it has adopted and is utilizing Incident IQ, FMX, or a comparable platform as a maintenance management system. Should GTA utilize any maintenance management system other than Incident IQ or FMX, the system must identify all types of maintenance needs and provide for the submission of work orders that can be reviewed, prioritized, and assigned to the appropriate maintenance/custodial staff. For work orders that require an outside contractor, the system must allow for the recording of work completed through open purchase orders or contracts. The system must also allow for work time and materials to be recorded and for work orders to be closed once completed. For the avoidance of doubt, this condition shall be deemed satisfied upon presentation of (i) a purchase order, invoice, receipt, or contract for Incident IQ or a comparable maintenance management system; and (ii) a signed attestation describing how</p>	December 1, 2022

		Incident IQ or a comparable system is being utilized by GTA.	
9	Facilities	<p>GTA shall verify in writing to the District that it shall, at least ten (10) business days prior to submitting an application for funding under the Charter School Facility Grant Program (SB 740), provide a complete copy of all completed application materials to the District.</p> <p>GTA also shall verify in writing, consistent with its affirmation in its response to the NOV's, that it (inclusive of GTA Facilities) will only apply for funding for lease or rent payments that are paying off the actual mortgage or other financing of non-District facilities used by the Charter School(s). GTA may also apply for SB 740 funding that is available to cover reimbursable maintenance/repair costs associated with the leased facilities, including but not limited to deferred maintenance/repair costs and facilities-related expenses, to the greatest extent allowable under the Charter School Facilities Grant Program (SB 740) program. GTA agrees that neither GTA Facilities nor GTA shall utilize equity in the portable buildings owned by GTA Facilities to acquire, mortgage, and/or finance other facilities for which SB 740 funding is sought, which shall survive the expiration of the Term of this Agreement.</p>	June 1, 2023
10	Business/Fiscal	As affirmed in GTA's Responses to the NOV's, GTA will provide written verification to the District of participation in quarterly fiscal reporting and oversight by GTA employees in the fiscal services department and members of the Board of Directors serving on any fiscal/budget committees. For the avoidance of doubt, this condition shall be deemed satisfied upon presentation to the District of a signed declaration by a member of GTA administration attesting to the attendance of a GTA fiscal services department employee and a majority of the members of the fiscal/budget committee at each quarterly fiscal/budget committee meeting.	Within three (3) business days of each quarterly fiscal budget committee meeting.
11	Business/Fiscal	GTA shall meet all legal or existing negotiated fiscal reporting deadlines, including statutory deadlines set out in Education Code section 47604.33 and Section 8 of the Operations	As specified in statute and MOU.

		Memoranda of Understanding between the District and each of the Charter Schools.	
12	Business/Fiscal	GTA shall hire or contract for a full financial team necessary to meet all required financial reporting and compliance timelines and to function efficiently, defined as meaning the hiring of four (4) full-time equivalent employees, as well as a contracted audit advisor. GTA shall provide the District with the names, titles, and job duties of all persons hired as part of the financial team, and any applicable third-party contracts. For the avoidance of doubt, the Parties recognize that filling vacancies and retaining employees can be dependent on market conditions and personal circumstances that are outside of GTA's control. Therefore, should GTA have a vacancy in one or more of the above-noted positions for a period of thirty (30) calendar days, GTA shall enter into one or more contracts with third-party vendors to provide services that otherwise would be performed directly by an employee or employees in the vacant position(s), and proof of such a contract or contracts shall also satisfy this condition wherein the contract specifies the full-time equivalency of the position being performed by the vendor and the dates of service begin no more than forty-five (45) calendar days after the vacancy in the position(s) occurred. GTA represents that it has established a relationship with Total School Solutions to provide fiscal training for GTA staff and Board members, and to offer auxiliary support as needed.	November 1, 2022
13	Business/Fiscal	GTA shall provide at least three (3) specialized trainings for its fiscal staff and shall submit to the District verification of such trainings. Verification of such participation shall be based on sign-in sheets, training materials, and certificates of completion (the "Fiscal Verification Materials"). For the avoidance of doubt, it shall be within GTA's sole discretion to determine what specialized trainings are appropriate and necessary for fiscal staff. This condition shall be deemed satisfied where the Fiscal Verification Materials indicate attendance by all members of GTA's fiscal staff, and copies of the sign-in sheets, training materials, and certificates of completion for each fiscal staff	Training #1 by: December 1, 2022 Training #2 by: February 1, 2022 Training #3 by: April 1, 2022 Fiscal Verification Materials due within three (3) business days of each specialized training.

		<p>member. GTA represents that it has established a relationship with Total School Solutions to provide fiscal training for GTA staff and Board members, and to offer auxiliary support as needed.</p>	
14	Business/Fiscal	<p>GTA will provide the following documentation to the District, as affirmed in its Responses to the NOV's:</p> <ul style="list-style-type: none"> • Sample screenshots of a digitized accounting procedures workflow on Asana • Fiscal and Budgeting Calendar • GTA Fiscal Policies and Procedures Manual <p>GTA will provide written verification that all financial records made from July 1, 2022 forward have been digitized, and this condition shall be deemed satisfied upon submission of this verification to the District, along with the above-listed documents.</p>	November 1, 2022
15	Business/Fiscal	<p>GTA will contract with the Fiscal Crisis Management Assistance Team (FCMAT) or Total School Solutions to perform a follow-up assessment of GTA's compliance with FCMAT's prior recommendations regarding streamlined internal controls examination for purposes of verifying that, overall, GTA has been demonstrating sound fiscal management and internal controls since the start of the 2022-2023 fiscal year. A copy of the final report shall be provided to the District within two (2) business days of its receipt by GTA. The examination and report preparation will be funded by GTA. For the avoidance of doubt, this condition shall be deemed satisfied upon submission of FCMAT's or Total School Solutions' report to the District; provided that the report must show, based on the totality of FCMAT's or Total School Solutions' review, that GTA resolved the concerns raised in the prior FCMAT assessment (completed in April 2022) and is demonstrating sound fiscal management and internal controls since the start of the 2022-2023 fiscal year.</p>	Transmission of the final FCMAT or Total School Solutions report to the District within two (2) business days of receipt from FCMAT or Total School Solutions or no later than July 15, 2023, whichever occurs first.

16	Friends of MIT Academy Foundation	<p>GTA will provide the District with written evidence of the full wind down and dissolution of the Friends of Mare Island Technology Academy Foundation (the "Foundation"), including:</p> <ul style="list-style-type: none"> • Certificate of Dissolution • Final Tax Documents (IRS Form 990s for last three (3) accounting periods, etc.) • Dissolution Waiver from Attorney General's Office (as applicable) • Listing of all assets and liabilities • Letter detailing all names/groups/organizations that will be receiving corporation's remaining assets • Final financial report showing all assets distributed properly, resulting in a zero balance <p>The Parties recognize that the Foundation is a separate legal entity from GTA of which GTA has no legal right to control. While GTA agrees to work in good faith with the Foundation to ensure that the Foundation is wound up, in the event that the Foundation fails to provide one of the above documents to GTA by the stated deadline, GTA shall nonetheless be deemed to meet this condition by producing evidence that it made a written demand to the Foundation for these documents on or prior to November 1, 2022. GTA acknowledges and agrees that, should the Foundation fail to provide the requested documentation, it will not take any actions to challenge or otherwise hinder any decision by the District to notify the California Attorney General's Office, Solano County District Attorney's Office, or other agency that may have jurisdiction concerning the Foundation's failure to disclose the requested records and/or information.</p>	March 1, 2023
17	Friends of MIT Academy Foundation	<p>GTA shall, consistent with its affirmations in its Responses to the NOV's, provide any and all documents obtained from the Foundation in response to GTA legal counsel's letter dated June 3, 2022 to the Foundation's Chief Executive Officer, which includes a list of the District's specific document requests that were not fulfilled by the Foundation.</p> <p>For the avoidance of doubt, this condition shall be deemed satisfied upon submission of</p>	November 1, 2022

		<p>documents that GTA obtains from the Foundation, irrespective of whether GTA has obtained each and every document sought by the District, a copy of the written demand letter sent to the Foundation on or prior to November 1, 2022 seeking all such requested documents, and a written verification by GTA that it has provided all documents it obtained to the District. GTA acknowledges and agrees that, should the Foundation fail to provide the requested documentation, it will not take any actions to challenge or otherwise hinder any decision by the District to notify the California Attorney General's Office, Solano County District Attorney's Office, or other entity that may have jurisdiction concerning the Foundation's failure to disclose the requested records and/or information.</p>	
18	Instructional Program	<p>GTA shall fund a compliance review of Mare Island Technology Academy and MIT Academy's special education program ("Special Education Compliance Review") during the time period in which students were receiving nonclassroom-based instruction due to the closure of the 1 and 2 Positive Place campus facilities. The scope of services to be performed as part of the review is set out in Exhibit C to this Agreement. The Special Education Compliance Review shall encompass students who were attending Mare Island Technology Academy and MIT Academy during all or any portion of the time period of the closure of the campus facilities.</p> <p>GTA and the District shall mutually agree on a third party contractor to perform the Special Education Compliance Review. Neither the contractor, nor any of its employees or subcontractors, shall have any conflicts of interest with either GTA or the District. GTA and the District may each identify at least one candidate that is qualified to perform the scope of services in Exhibit C by October 10, 2022. Should the Parties be unable to agree on any of the candidates, the District Superintendent or designee shall draw by lot the name of one of the identified candidates. If contract negotiations with the candidate are unsuccessful, the Superintendent or designee shall draw by lot the</p>	<p>November 1, 2022 to enter into contract.</p> <p>Four (4) months from GTA's receipt of the completed written report to implement applicable recommendations as indicated in this condition and submit written evidence of such compliance to the District.</p>

name of one of the remaining candidates. This process shall continue until a contract has been successfully executed and approved.

The District shall enter into an independent contractor agreement with the selected contractor for the performance of the Special Education Compliance Review. The contractor shall issue findings concerning the review and any recommendations for the Charter School(s) to implement. The scope of the review shall be limited to making findings and issuing recommendations to the extent the review identifies specific evidence that one or more students was/were deprived of educational programming or specific services required under the student's individualized education program ("IEP"), a cited law, or regulation applicable to the Charter School(s). The District will provide GTA with a copy of the final Special Education Compliance Review report within two (2) business days of receipt. The Charter School(s) shall have four (4) months from the date of receipt of the contractor's findings and recommended corrective actions to implement those corrective actions (e.g., offer of compensatory education) and provide the District with written evidence of such implementation. Consistent with the terms of this condition and subject to the parameters described in Exhibit C, GTA shall use its best efforts to ensure that such recommendations as described in the report are fully implemented during that timeframe. Should GTA not have sufficient staffing to implement such recommendations, it shall contract for such special education and related services, as applicable, consistent with the manner prescribed in the policies and procedures of the Special Education Local Plan Area to which it belongs. Except as otherwise required by a legal proceeding or settlement with a former student, GTA shall have no obligation to implement recommended corrective actions for students who are no longer in attendance at Mare Island Technology Academy or MIT Academy. GTA shall have no obligation to implement recommended corrective actions for students whose parent(s)/guardian(s) decline *in writing* or do not accept any additional services/support/instruction that shall be offered

		<p>in writing pursuant to any recommended corrective actions. Written evidence of such implementation shall include (1) letters to parents/guardians addressing the corrective action(s), such as an offer of compensatory education for service minutes that were missed, and the opportunity to avail themselves of these services, supports, and/or programming for the direct benefit of their student; (2) parent/guardian written acceptance or decision to decline offered services, supports, and/or programming or lack of response after at least three (3) attempts to contact; and (3) evidence of completion of corrective action(s) (e.g., dated/signed service logs) if the parent/guardian opts in for such services, supports, and/or programming. For the avoidance of doubt, GTA shall be deemed to have satisfied its obligation under this condition upon submission of such written evidence, and without regard to subjective judgment on the manner of implementation so long as it is compliant with the student's IEP, cited law, and regulation, as applicable.</p> <p>GTA shall reimburse the District for the full cost of the Special Education Compliance review within thirty (30) days of receipt of an itemized invoice, which shall be provided following completion of the review and issuance of the final report.</p>	
19	Instructional Program	<p>GTA shall fund a compliance review of Mare Island Technology Academy and MIT Academy's English Learner program ("English Learner Compliance Review") during the time period in which students were receiving nonclassroom-based instruction due to the closure of the 1 and 2 Positive Place campus facilities. The scope of services to be performed as part of the English Learner Compliance Review is set out in Exhibit D to this Agreement, and will include, at a minimum, a review and analysis of GTA's administration of the English Language Proficiency Assessments for California, compliance with charter petitions, and teacher lesson plans, if available.</p> <p>GTA and the District shall mutually agree on a third party contractor to perform the English Learner Compliance Review. Neither the contractor, nor any of its employees or</p>	<p>November 1, 2022 to enter into contract.</p> <p>Four (4) months from GTA's receipt of the completed written report to implement applicable recommendations as indicated in this condition.</p>

subcontractors, shall have any conflicts of interest with either GTA or the District. GTA and the District may each identify at least one candidate that is qualified to perform the scope of services in Exhibit D by October 10, 2022. Should the Parties be unable to agree on any of the candidates, the District Superintendent or designee shall draw by lot the name of one of the identified candidates. If contract negotiations with the candidate are unsuccessful, the Superintendent or designee shall draw by lot the name of one of the remaining candidates. This process shall continue until a contract has been successfully made.

GTA shall enter into an independent contractor agreement with the selected contractor for the performance of the English Learner Compliance Review. The contractor shall issue findings concerning the compliance review and any recommended corrective actions for the Charter School(s) to implement. The scope of the English Learner Compliance Review shall be limited to making findings and issuing recommended corrective actions to the extent the English Learner Compliance Review identifies specific evidence that one or more students was deprived of educational programming or specific services required under a cited law or regulation applicable to the Charter School(s). GTA will provide the District with a copy of the English Learner Compliance Review report within two (2) business days of receipt. The Charter School(s) shall have four (4) months from the date of receipt of the contractor's recommended corrective actions to implement those corrective actions and to provide the District with written evidence of such implementation. Consistent with the terms of this condition and subject to the parameters described in Exhibit D, GTA shall use its best efforts to ensure that such recommendations as described in the report are fully implemented during that timeframe. Except as required by law, GTA shall have no obligation to implement recommended corrective actions for students who are no longer in attendance at Mare Island Technology Academy or MIT Academy. GTA shall have no obligation to implement recommended corrective actions for students whose parent(s)/guardian(s) decline in writing

		<p>any services/support/instruction that shall be offered pursuant to any recommended corrective actions. Written evidence of such implementation shall include (1) letters to parents/guardians of all students identified as having been deprived of educational programming or specific services that explain their option to accept such compensatory programming and/or services for their student; (2) parent/guardian written acceptance or decision to decline offered programming and/or services, or evidence of at least three (3) attempts to contact, with no response; and (3) evidence of completion of compensatory programming and/or services for each student whose parent/guardian opts in for such programming and/or services. For the avoidance of doubt, GTA shall be deemed to have satisfied its obligation under this condition upon submission of such written evidence, and without regard to subjective judgment on the manner of implementation.</p>	
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3. **Discontinuation of Charter Revocation Proceedings.** As of the Effective Date of this Agreement, the charter revocation proceedings initiated by the District's Board of Trustees on April 29, 2022 pursuant to Education Code section 47607(g) and Title 5 of the California Code of Regulations, section 11968.5.2, including the issuance of the NOV's, shall be deemed to be discontinued. The District shall provide written notice of the same, but the absence of written notice does not limit or call into question the discontinuance.

4. **Determination of Compliance with Conditions.** The District developed the conditions in Paragraph 2, with the input of GTA, to be as measurable and objective as possible to determine whether GTA and the Charter Schools have satisfied each and every condition in Paragraph 2. The Parties shall have at least two (2) milestone meetings, during which they will discuss progress made on the conditions and which conditions appear to be satisfied; provided that GTA understands and agrees that the District's Board of Trustees will be responsible for ultimately determining if the conditions have been met consistent with its obligations under this Paragraph 4. GTA may, at its election, send evidence of meeting conditions to VCUSD at least five (5) business days in advance of a deadline, and VCUSD shall review such evidence for its appropriateness in meeting the condition(s) and provide written feedback at least two (2) business days in advance of a deadline. The decision of whether the conditions in Paragraph 2 have been fully satisfied shall be within the sole discretion of the District's Board of Trustees following a thorough review and consideration of all written documentation submitted by GTA to demonstrate such compliance, subject to the Board of Trustees' obligation to fairly credit the evidence presented by GTA that GTA satisfied the subject conditions, which shall not be exercised in an arbitrary or capricious manner. An immaterial, limited, non-excessive

breach(es) of the subject conditions shall not invoke the remedies in Paragraph 5, e.g., a minor, technical violation, such as one incomplete box on the Accountability Tracker or failure to meet a submission deadline by three (3) minutes. All information and records submitted by GTA to the District to document compliance with the conditions must be received by the District Superintendent **on or before the deadline specified for the corresponding condition in Paragraph 2 above**. If any deadline falls on a weekend or state holiday recognized by the California Secretary of State, then the deadline shall be the next day that is neither a weekend day nor a holiday. A deadline shall be deemed met if it is transmitted by GTA to the District by 11:59 p.m. on the date the submission is due. A submission may, at GTA's option, be made by electronic means by emailing the documentation to the District Superintendent, in the body of the email, as an attachment, or through a hyperlink to a website. The District's Board of Trustees will then consider at a public meeting by September 1, 2023 whether GTA fully and completely satisfied all of the conditions in Paragraph 2. Should the District's Board of Trustees determine that all conditions have been fully and completely satisfied, the Charter Schools shall continue in active status as independent charter schools operating under the District's authorization. Alternatively, should the District's Board of Trustees determine that one or more conditions have not been fully satisfied, the requirements in Paragraph 5 shall apply.

5. **Failure to Satisfy Conditions.** GTA and the Charter Schools understand and agree that non-compliance with this Agreement, including all terms and conditions included herein, will be cause for the District's Board of Trustees to direct GTA's Board of Directors to either (a) close the Charter Schools (with student instruction terminating at the end of the then-current semester) and implement the full dissolution of GTA, as the nonprofit corporation operating the Charter Schools, consistent with the requirements in the Charter Schools' respective charters and the closure procedures in Title 5 of the California Code of Regulations, section 11962, as amended from time to time ("Option (a)"); or (b) the transition of the Charter Schools to "dependent" charter schools of the District and full dissolution of GTA as the nonprofit corporation operating the Charter Schools ("Option (b)"). For purposes of this Paragraph 5, the term "dependent" shall mean that the Charter Schools would remain in active status and the District's Board of Trustees would assume the role of the governing body of the Charter Schools.
 - a. The decision of whether to proceed with Option (a) or Option (b) shall rest with GTA's Board of Directors, except as provided in subparagraph 5.b. below. The GTA Board of Directors shall, within fifteen (15) days of the District Board's determination that GTA failed to satisfy all of the conditions in this Agreement, take action during an open, public meeting to select Option (a) or Option (b). Following such action, GTA shall promptly begin implementing the procedures necessary for the option selected.
 - b. Should GTA's Board of Directors fail to make a decision of whether to proceed with Option (a) or Option (b) within thirty (30) days of the District Board's determination, irrespective of the reason for such inaction, the District Board shall, at its next regularly-scheduled or special meeting, make a decision to proceed with Option (a) or Option (b) on GTA's behalf. GTA shall act in good

faith and ensure full cooperation with the District in the implementation of Option (a) or Option (b), whichever is selected.

- c. For Option (b) only:
 - i. Upon dissolution of the non-profit corporation operating the Charter Schools, after paying or making provision for the payment of all existing liabilities of GTA, the then-existing GTA Board of Directors shall transfer governance control of GTA to the District, inclusive of public assets attributable to the Charter Schools for use in furtherance and for the benefit of the dependent Charter Schools. The District shall develop additional written procedures to facilitate the transition of the Charter Schools to dependent status in a timely manner (while minimizing disruption to the educational programming for GTA students), and GTA shall use its best efforts to implement the same. In developing written procedures, the District shall consult and collaborate with GTA on the transition.

GTA and the Charter Schools understand and agree that each and every condition in Paragraph 2 must be fully and completely satisfied irrespective of whether a given condition does not directly apply to one or more of the Charter Schools. For illustration purposes only, if Mare Island Technology Academy failed to address the findings and implement the corrective actions described in the third party contractor's Special Education Compliance Report by the deadline specified for the condition, all of the Charter Schools would be required to close or transition to dependent charter status, as determined by the District's Board of Trustees. The terms, conditions, and requirements of this Paragraph 5 shall survive the expiration of the Term of this Agreement such that any actions, statutory or regulatory requirements, or procedures necessary to effectuate either Option (a) or Option (b), as determined by the District, may occur following the expiration of the Term. GTA warrants and agrees that it will fully cooperate with the terms of this Agreement and all legal requirements applicable to the implementation of Options (a) and/or (b), whichever is selected by GTA's Board of Directors, should the District's Board of Trustees determine that GTA failed to satisfy all of the conditions in Paragraph 2, subject to the District's obligations under Paragraph 2.

- 6. Breach of Agreement. In the event any of the provisions in this Agreement are found to be unenforceable by a court of competent jurisdiction, the Parties hereto stipulate that an arbitrator, court, or other reviewing body's jurisdiction shall be limited to determining whether or not either Party or both Parties breached this Agreement. In the event that an arbitrator, court, or other reviewing body finds a Party or the Parties in breach of this Agreement, the arbitrator, court, or other reviewing body shall have no power to alter or vary the conditions set forth in Paragraph 2 of this Agreement.
- 7. No Restriction on District Oversight Rights. This Agreement, and the conditions contained herein, are recognized and understood by GTA and the Charter Schools to be in addition to the District's right to take any actions, consistent with its oversight authority under Education Code sections 47600 *et seq.*, concerning the Charter Schools.

Further, this Agreement shall not be construed or interpreted to restrict or otherwise limit the District's ability to initiate charter revocation proceedings under Education Code section 47607 concerning any facts that do not directly concern the violations raised in the District's NOV's issued on April 29, 2022.

8. Restriction on Re-Initiation of Revocation Proceedings Concerning Violations Resolved in This Agreement. The District agrees that it shall not reinitiate revocation proceedings under Education Code section 47607(g) and Title 5 of the California Code of Regulations, section 11968.5.2 concerning any of the facts supporting the violations that occurred during the date spans detailed in the District's NOV's issued to the Charter Schools on April 29, 2022 and resolved under this Agreement. This provision shall not prohibit or otherwise restrict the District from issuing any written notices, corrective actions, or oversight directives for new violations that arise, consistent with its authority under applicable laws, regulations, and the Operations MOUs between the Parties.
9. Legal Fees. GTA and the Charter Schools shall be jointly responsible for paying all of the District's legal fees and costs associated with overseeing the implementation of this Agreement, including the assessment of GTA's and the Charter Schools' compliance with the conditions described in Paragraph 2 above, to a maximum of \$40,000.00. The District shall provide GTA with an invoice documenting such fees and costs, which GTA shall pay within thirty (30) days of the date of the invoice. The Parties understand and agree that all legal fees and costs invoiced by the District to GTA shall be for the specific purpose of overseeing, monitoring, and evaluating GTA's and the Charter Schools' compliance with this Agreement, including the conditions described in Paragraph 2. Any charges for the actual costs of supervisory oversight by the District pursuant to Education Code section 47613 shall be separate and distinct from the legal fees charged under this Agreement.
10. Submission of Form J-13A. The District will not agree to sign GTA's Form J-13A; however, the District's Superintendent will provide a signed letter indicating the date span of the period in which students were not receiving in-person instruction and that the closure was due to the presence of mold and other facilities deficiencies. The District will also include the reasons supporting its decision to decline the signing of the application. Nothing herein shall prevent or otherwise impede GTA's ability to directly submit a Form J-13A to the Solano County Superintendent of the Schools, the State Superintendent of Public Instruction and/or the California Department of Education for consideration and processing, even in the absence of the District's signature on the application.
11. Joint Obligation of GTA and Charter Schools. For all purposes set forth in this Agreement, and except where otherwise expressly stated herein, whenever the terms of this Agreement obligate GTA to a particular course of action or prohibit/restrict GTA from a particular course of action, the Charter Schools shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither

Party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement cannot be changed or supplemented orally, and supersedes any prior agreement between them concerning the subject matter of this Agreement.

13. Voluntary Agreement. By into entering this Agreement, GTA and the Charter Schools acknowledge that they have read and considered each of the provisions of this Agreement, that they have had the opportunity to consult with representatives of their choosing, and that they voluntarily enter into this Agreement with full knowledge of its consequences.
14. Governing Board Approval/Effective Date. This Agreement shall become effective upon approval by the Charter School's Board of Directors and the District's Board of Trustees, whichever date is later ("Effective Date").

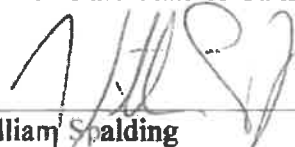
The Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

VALLEJO CITY UNIFIED SCHOOL DISTRICT,
a public school district organized and existing under the laws of the State of California

By: _____

Name: William Spalding
Title: Superintendent



GTA / CHARTER SCHOOLS:

GRIFFIN TECHNOLOGY ACADEMIES,
a California nonprofit public benefit corporation on behalf of the Charter Schools

By: _____

Name: Nick Driver
Title: Superintendent

Date of District Board of Trustees Approval: September 21, 2022

Date of GTA Board of Directors Approval:

Party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement cannot be changed or supplemented orally, and supersedes any prior agreement between them concerning the subject matter of this Agreement.

13. **Voluntary Agreement.** By into entering this Agreement, GTA and the Charter Schools acknowledge that they have read and considered each of the provisions of this Agreement, that they have had the opportunity to consult with representatives of their choosing, and that they voluntarily enter into this Agreement with full knowledge of its consequences.
14. **Governing Board Approval/Effective Date.** This Agreement shall become effective upon approval by the Charter School's Board of Directors and the District's Board of Trustees, whichever date is later ("Effective Date").

The Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

VALLEJO CITY UNIFIED SCHOOL DISTRICT,
a public school district organized and existing under the laws of the State of California

By: _____
Name: William Spalding
Title: Superintendent

GTA / CHARTER SCHOOLS:

GRIFFIN TECHNOLOGY ACADEMIES,
a California nonprofit public benefit corporation on behalf of the Charter Schools

By: 
Name: Nick Driver
Title: Superintendent

Date of District Board of Trustees Approval: _____

Date of GTA Board of Directors Approval: 9/26/22

EXHIBIT A

Tolling Agreement & First Amendment

Tolling Agreement

This Tolling Agreement (“Agreement”) is by and between the Vallejo City Unified School District (“District”) and Griffin Technology Academies (“GTA”). The District and GTA are individually referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the District is a public school district in the City of Vallejo, California.

WHEREAS, GTA is a nonprofit public benefit corporation that functions as the charter managing entity for four public charter schools authorized by the District, including MIT Academy, Mare Island Technology Academy, Griffin Academy Middle School, and Griffin Academy High School (collectively “the Charter Schools”).

WHEREAS, while each of the Charter Schools are independently authorized by the District and possess their own respective charter numbers assigned by the State Board of Education, they are collectively governed by the same GTA Board of Directors (“GTA Board”) and are operated by the same senior-level administration.

WHEREAS, pursuant to Education Code section 47607(g), on April 29, 2022, the District’s Board of Trustees (“Board”) issued Notices of Violations (“NOV”) to each of the Charter Schools alleging that the Charter Schools (i) committed material violations of the conditions, standards, or procedures set forth in the charter; (ii) failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement; and (iii) violated provisions of law.

WHEREAS, the District provided the Charter Schools with an opportunity to refute or remedy the violations by June 6, 2022, and that if the Board determined the Charter Schools had failed to refute or remedy, to its satisfaction, one or more of the violations identified in the NOVs, the Board could then consider and take action to issue a Notice of Intent to Revoke to each of the Charter Schools, as applicable.

WHEREAS, on June 6, 2022, each of the Charter Schools submitted a Response to Notice of Violations (“NOV Response”) in which each Charter School asserted that it had refuted and remedied all violations in the NOVs.

WHEREAS, pursuant to Title 5, section 11968.5.2 of the California Code of Regulations, the District has sixty (60) calendar days from the conclusion of the remedy period to act or else the revocation process is terminated and the NOVs are void.

WHEREAS, the District has conducted a thorough and comprehensive review of the NOV Responses.

WHEREAS, while the District acknowledges that the Charter Schools have made changes to the overall structure and operations of the Charter Schools in an effort to remedy the violations in the NOVs, the District believes there are violations remaining that have not been refuted or remedied.

WHEREAS, both Parties acknowledge that the District may, in its discretion, choose to proceed with the issuance of Notices of Intent to Revoke, but the Parties deem it to be in their best interest and mutual benefit to pause the revocation proceedings to negotiate a “Last Chance Agreement” that would provide the Charter Schools an opportunity to meet defined conditions within a specific period of time to remedy outstanding violations in the NOV’s.

WHEREAS, the Parties desire by this Agreement to toll the statutory and regulatory time frame in which the District must issue one or more Notices of Intent to Revoke to give the Parties the opportunity to negotiate, approve, and execute a Last Chance Agreement.

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

1. **Recitals**. The Parties confirm and adopt the Recitals set forth above as true and correct.
2. **Tolling**. With respect to the sixty-day (60) timeframe set forth in Title 5, section 11968.5.2 of the California Code of Regulations, the Parties agree that the timeframe shall be tolled until the Expiration of this Agreement, including any Extension (as defined by Section 3) or the early termination of this Agreement (as defined by Section 4).
3. **Term/Expiration**. This Agreement shall become effective on the date in which it has been fully executed and approved by the Parties’ respective governing boards, and will expire sixty (60) calendar days thereafter (“Expiration”), unless the Parties have agreed in writing to extend the Agreement and such extension is approved by the Parties’ respective governing boards (“Extension”). If the Parties have not executed and approved a Last Chance Agreement by the Expiration or last day of the Extension, the District shall have twenty (20) days, beginning on the next business day following the Expiration or last day of the Extension, as applicable, to issue a Notice of Intent to Revoke to one or more of the Charter Schools pursuant to Education Code section 47607(h) and 5 C.C.R. section 11968.5.2(d); otherwise, the revocation proceedings will be deemed terminated.
4. **Termination**. Either Party may terminate this Agreement early for any reason by serving written notice pursuant to Section 5 below. Upon such service of notice, the District shall have twenty (20) days, beginning on the next business day following issuance of the notice, to issue a Notice of Intent to Revoke to one or more of the Charter Schools pursuant to Education Code section 47607(h) and 5 C.C.R. section 11968.5.2(d); otherwise, the revocation proceedings will be deemed terminated.
5. **Notice**. The Parties may terminate this Agreement early at any time by serving notice in writing on the other Party. Such notice shall be served by e-mail communication and may also be served by hand or mail, and shall be followed by delivery of the original written notice by United States certified mail, return receipt requested, to the following persons at the following addresses:


Griffin Technology Academies
Nick Driver, Superintendent

2 Positive Place
Vallejo, CA 94589
E-Mail: ndriver@mitacademy.org

Vallejo City Unified School District
William Spalding, Superintendent
665 Walnut Avenue
Vallejo, CA 94592
E-Mail: wspalding@vcusd.org

6. **Prejudice.** Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of the NOVs, NOV Responses, or the charter revocation proceedings generally.
7. **Authority.** Each Party represents and warrants that each individual signing this Agreement on behalf of each Party has the authority to sign on behalf of the individual or entity for which they acting as signatory and bind such individual or entity to the terms and obligations of this Agreement; provided, however, that this Agreement shall not be deemed effective unless and until it is approved or ratified by the governing boards of the respective Parties.
8. **Signatures.** The Parties hereby ratify the preceding terms and conditions through the signature of their representatives as follows:

VALLEJO CITY UNIFIED SCHOOL DISTRICT

By: 
Name: Mitchell A. Roman
Title: Asst. Supt., Operations
Date: July 26, 2022

GRIFFIN TECHNOLOGY ACADEMIES

By: _____
Name: _____
Title: _____
Date: _____

Date of District Board of Trustees approval/ratification: July 20, 2022

Date of GTA Board of Directors approval/ratification: _____

Griffin Technology Academies
Nick Driver, Superintendent
2 Positive Place
Vallejo, CA 94589
E-Mail: ndriver@mitacademy.org


Vallejo City Unified School District
William Spalding, Superintendent
665 Walnut Avenue
Vallejo, CA 94592
E-Mail: wspalding@vcusd.org

6. **Prejudice.** Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of the NOVs, NOV Responses, or the charter revocation proceedings generally.
7. **Authority.** Each Party represents and warrants that each individual signing this Agreement on behalf of each Party has the authority to sign on behalf of the individual or entity for which they acting as signatory and bind such individual or entity to the terms and obligations of this Agreement; provided, however, that this Agreement shall not be deemed effective unless and until it is approved or ratified by the governing boards of the respective Parties.
8. **Signatures.** The Parties hereby ratify the preceding terms and conditions through the signature of their representatives as follows:

VALLEJO CITY UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

GRIFFIN TECHNOLOGY ACADEMIES

By: 
Name: Nick Driver
Title: Superintendent
Date: 7/22/22

Date of District Board of Trustees approval/ratification:

Date of GTA Board of Directors approval/ratification: 7/21/22

FIRST AMENDMENT TO TOLLING AGREEMENT

This **FIRST AMENDMENT TO TOLLING AGREEMENT** (“First Amendment”) dated as of September 7, 2022 is made by and between the Vallejo City Unified School District (“District”) and Griffin Technology Academies (“GTA”). The District and GTA are individually referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Tolling Agreement, effective on July 22, 2022, to memorialize the terms and conditions pursuant to which the statutory and regulatory time frame for the District to issue one or more Notices of Intent to Revoke would be tolled in order to give the Parties the opportunity to negotiate, approve, and execute a Last Chance Agreement;

WHEREAS, pursuant to Section 3, the Tolling Agreement will expire sixty (60) calendar days after the date in which it was fully executed and approved by the Parties’ respective governing boards, such that the Tolling Agreement will expire on September 20, 2022, unless extended by the Parties; and

WHEREAS, the Parties are in the process of negotiating the terms of conditions of a Last Chance Agreement and desire to enter into a short extension of the 60-day timeline in an effort to complete such negotiations and finalize the agreement for consideration and approval by the respective governing boards of the Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements described in this First Amendment, the Parties agree as follows:

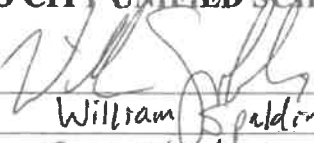
1. Section 3 is hereby amended and replaced in its entirety with the following:

Term/Expiration. This Agreement shall become effective on the date in which it has been fully executed and approved by the Parties’ respective governing boards, and will expire on **Monday, September 26, 2022** (“Expiration”), unless the Parties have agreed in writing to extend the Agreement and such extension is approved by the Parties’ respective governing boards (“Extension”). If the Parties have not executed and approved a Last Chance Agreement by the Expiration or last day of the Extension, the District shall have twenty (20) days, beginning on the next business day following the Expiration or last day of the Extension, as applicable, to issue a Notice of Intent to Revoke to one or more of the Charter Schools pursuant to Education Code section 47607(h) and 5 C.C.R. section 11968.5.2(d); otherwise, the revocation proceedings will be deemed terminated.

2. Except as otherwise stated herein, the terms of the Tolling Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Tolling Agreement by and between the District and GTA as of the dates set forth below.

VALLEJO CITY UNIFIED SCHOOL DISTRICT

By: 
Name: William Spalding
Title: Superintendent
Date: September 16, 2022

GRIFFIN TECHNOLOGY ACADEMIES

By: _____
Name: _____
Title: _____
Date: _____


Date of District Board of Trustees approval/ratification: September 7, 2022

Date of GTA Board of Directors approval/ratification: _____

VALLEJO CITY UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

GRIFFIN TECHNOLOGY ACADEMIES

By:  _____
Name: Nick Driver
Title: Superintendent
Date: 9/14/22

Date of District Board of Trustees approval/ratification: _____

Date of GTA Board of Directors approval/ratification: 9/13/22

EXHIBIT B

Facilities Compliance Checklist

District Inspection Date(s)

Inspection #1 (Fall 2022): _____

Inspection #2 (Spring 2023): _____

Category	Corrective Item	Status – Resolved/Unresolved	Notes/Feedback
Systems	Multiple inoperable HVAC units in classrooms		
Systems	Exposed electrical wiring in MPR		
Systems	Unsafe use of electrical cords in multiple classrooms		
Systems	Exterior of MPR has an uncovered electrical outlet		
Systems	Missing and/or inoperable smoke detectors		
Systems	Missing and/or inoperable thermostats		
Systems	Missing and/or inoperable motion detectors		
Systems	Missing or open utility housing		
Systems	Existing utility housing is too close to walkway		
Systems	Vines scaling external building wall covering/		

	Impacting mechanical systems		
Interior	Evidence of leaking roofs, mildew, mold, dry rot		
Interior	Missing and/or broken lighting covers		
Interior	Missing and/or damaged ceiling tiles		
Interior	Torn and frayed carpet		
Interior	Dry rot		
Cleanliness	Pest infestation		
Cleanliness	Classroom sinks unclean		
Cleanliness	Classroom sinks inoperable		
Cleanliness	Storage areas cluttered or unclean		
Cleanliness	Dumpster is overfull and surrounded by debris		
Cleanliness	Water fountains unsanitary		
Cleanliness	Water fountains inoperable		
Cleanliness	Improper storage of mops/ buckets		
Cleanliness	Torn/ dirty floor mats placed on handrails		
Restrooms	Missing locks on bathroom stalls		
Restrooms	Missing doors on bathroom stalls		

Restrooms	Missing floor tiles in bathroom		
Restrooms	Broken mirrors in bathroom		
Restrooms	Corrosion and rust from urine splatter on stall panels		
Restrooms	Holes in bathroom walls		
Restrooms	Sinks inoperable		
Restrooms	Broken toilet handles		
Restrooms	Improper storage of cleaning equipment		
Safety	Emergency exits are inoperable		
Safety	MPR emergency exit sealed with tape		
Safety	Classroom doors lack appropriate hardware		
Safety	Classroom doors tied open for ventilation		
Safety	Fire extinguishers missing monthly inspection verifications		
Safety	Exit door is blocked with furnishings and debris		
Safety	Sharp edges on door due to missing mechanism		
Safety	Emergency exist stairs are detached from building		
Safety	Missing handrails		
Safety	Rotting handrails		
Safety	Handrails jutting into walkway		

Safety	Storage of chemicals and cleaning supplies is noncompliant		
Safety	No COVID precautions in place (see below)		
Structural	Undersides of buildings have holes, broken or jagged boards, missing boards, crumpled vents, moisture and insulation barrier failures, pest, and mildew infiltration		
Structural	Holes in walls floors and ceilings		
Structural	Dry rot causing separation of wall from floor		
Structural	Dry rot, rust, and chipped paint in many buildings		
Structural	Door frames and thresholds rotting and not secured		
External	Ramps and handrails have broken planks, dry rot, peeling paint, missing railings, and jagged edges		
External	Missing covers on exterior lighting		
External	Doors to classrooms and other buildings do not have mechanism for automatic door closure		
External	Walking paths uneven and trip hazard		

External	Utility boxes on the ground are uneven		
External	Exposed tree roots		
External	Missing concrete blocks		
External	Excessive debris surrounding Conex storage containers and in other areas of campus		

EXHIBIT C

Special Education Compliance Review – Scope of Services

1. Independent contractor (“Contractor”) will review GTA’s compliance with providing required special education services for approximately 52 eligible students (“Eligible Students”) enrolled at Mare Island Technology Academy and MIT Academy during the time period of November 10, 2021 to approximately March 1, 2022, during which students were served in an independent study instruction model. Contractor will determine whether the required instruction, services, and support established in the individualized education programs (“IEPs”) for the Eligible Students was provided during the time period in question.
2. Contractor will review the IEPs and service records/logs for the Eligible Students for the time period in question and interview special education staff at the two charter schools to make a determination of compliance in providing the required instruction, services, and support established in the IEPs for the Eligible Students. Review of IEPs and interviews of staff may be done on location of school sites, unless alternative remote access to required records can be provided or interviews can occur in a virtual format/setting.
3. Based upon the analysis completed in Items 1 and 2, Contractor will develop findings related to each charter school’s compliance with providing legally-required special education and related services, and provide recommendations for corrective action for each Eligible Student to address compliance deficiencies, if found to be necessary. Each finding and recommendation must be based upon and cite to a provision of an operative IEP, law, or regulation requiring a particular service or instruction, and specific evidence or lack of evidence that supports the conclusion the particular service or instruction required was not provided. For purposes of special education and/or related services required under a student’s IEP, to the extent that service logs or other written records documenting minutes of special education and/or related services, as applicable, are absent, a signed and dated written attestation from the student’s teacher or service provider, as applicable, for the special education and/or related service(s) at issue, including the dates of the special education and/or service(s), and number of minutes of the special education and/or service(s) provided to the student during the specified time period at issue, shall be sufficient to demonstrate actual special education and/or service minutes delivered, in the absence of evidence to the contrary. All recommendations must be reasonably feasible for completion within a four (4) month timeframe for all students subject to the recommendations.
4. The findings and recommendations, including the methodology used for the compliance review, will be provided as a summary report to the District and GTA. GTA will be provided with a preliminary review of the summary report for a period of ten (10) days prior to issuance of the final report to District. GTA can provide clarification, corrections, or inquiries related to the summary report to Contractor for consideration. Contractor is

not under any obligation to modify the summary report based upon the clarification, corrections, or inquiries submitted by GTA. Contractor will provide the final summary report to the District for review on a mutually agreed upon date. A copy of the final summary report will be provided to GTA within two (2) business days of receipt by the District.

EXHIBIT D

English Learner Compliance Review – Scope of Services

1. Independent contractor (“Contractor”) will review GTA’s compliance with providing instruction, services, and supports for approximately 110 students classified as English Learners (“Eligible Students”) enrolled in Mare Island Technology Academy and MIT Academy during the time period of November 10, 2021 to approximately March 1, 2022, during which students were served in an independent study instruction model. Contractor will determine whether the instruction, services, and supports required under applicable law, the most recently approved charter petitions, and GTA’s English Learner Master Plan, were provided to the Eligible Students during the time period in question.
2. Contractor will review the Eligible Students’ student records, teacher lesson plans, California English Language Development standards, documentation of English Language Proficiency Assessments for California (“ELPAC”) administration, the most recently approved charter petitions for the two charter schools, GTA’s English Learner Master Plan, and other records directly relevant to English Learner instruction and support for the time period in question. Contractor will also interview GTA’s English Learner Coordinator, or equivalent, and teaching staff (as applicable) at the two charter schools to make a determination of compliance in providing the required instruction, services, and supports for the Eligible Students. Review of student records and interviews of staff may be done on location of school sites, unless alternative remote access to required records can be provided or interviews can occur in a virtual format/setting. GTA shall be considered to have satisfied its obligation to have offered designated English Language Development (“ELD”) based on records of attendance for designated ELD blocks (regardless of whether all students attended or not). In addition, GTA shall provide documentary evidence, in written or electronic format, that integrated ELD instruction was provided to Eligible Students in compliance with the most recently approved charter petitions, GTA’s English Learner Master Plan, law, and/or regulation, as applicable. In the absence of such documentary evidence, GTA shall be considered to have satisfied its obligation to provide integrated ELD instruction only if GTA submits a signed and dated written attestation from each Eligible Student’s teacher (for whom documentary evidence is absent) verifying that, during the time period at issue, integrated ELD instruction was delivered to the Eligible Student in compliance with the most recently approved charter petitions, GTA’s English Learner Master Plan, law, and/or regulation, as applicable.
3. Based upon the analysis completed in Items 1 and 2, Contractor will develop findings related to each charter school’s compliance with providing any required instruction and supports, and provide recommendations for corrective action for each Eligible Student to address compliance deficiencies, if found to be necessary. The findings and recommendations, including the methodology used for the compliance review, will be provided as a summary report to the District and GTA. Each finding and recommendation must be based upon and cite to a provision of an operative charter petition, English Learner Master Plan or equivalent utilized by GTA, law, or regulation

requiring a particular service or instruction. All recommendations must be reasonably feasible for completion by GTA's instructional staff within the scope of the existing regularly scheduled school day and school calendar, and within a four (4) month timeframe for all students subject to the recommendations, taking into account students' current year coursework and scheduling. To the extent that Contractor recommends the provision of additional instructional minutes beyond students' existing courses and interventions, GTA may satisfy such recommendation through computer/web-based programs such as Lexia.

4. GTA will be provided with a preliminary review of the summary report for a period of ten (10) days prior to issuance of the final report to District. GTA can provide clarification, corrections, or inquiries related to the summary report to Contractor for consideration. Contractor is not under any obligation to modify the summary report based upon the clarification, corrections, or inquiries submitted by GTA. Contractor will provide the final summary report to GTA for review on a mutually agreed upon date. A copy of the final summary report will be provided to the District within two (2) business days of receipt by GTA.