

**AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING  
BETWEEN NEVADA JOINT UNION HIGH SCHOOL DISTRICT AND  
SIERRA ACADEMY OF EXPEDITIONARY LEARNING**

This Memorandum of Understanding (“Agreement”) is entered into as of December 22, 2017 (“Effective Date”), by and between the Nevada Joint Union High School District (“District”) and Sierra Academy of Expeditionary Learning (“SAEL”), a California non-profit public benefit corporation. The District and SAEL are collectively referred to as the “Parties.”

**RECITALS**

A. WHEREAS, SAEL intended to submit a Proposition 39 request for facilities to the District for the 2018-2019 school year by the November 1, 2017 statutory/regulatory deadline;

B. WHEREAS, on October 31, 2017, the Parties agreed to extend the deadline for SAEL to submit a Proposition 39 request for facilities for the 2018-2019 school year to December 30, 2017;

C. WHEREAS, the District and SAEL wish to further extend the statutory and regulatory Proposition 39 deadlines to allow the Parties to first discuss and negotiate an in-lieu agreement for facilities.

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

**AGREEMENT**

A. SAEL shall not be required to submit a Proposition 39 request by the November 1, 2017 statutory and regulatory deadline. The Parties agree to extend the deadline for SAEL to submit a Proposition 39 request to the District for the 2018-2019 school year to February 15, 2018.

B. The District and SAEL shall meet in good faith to discuss and negotiate an in-lieu facilities agreement, and shall meet as often as is reasonably necessary to arrive at an in-lieu facilities agreement or make a determination that such an agreement will not be possible. If the Parties arrive at an in-lieu facilities agreement, this agreement shall be memorialized in writing and shall be executed and presented to the District’s Board of Trustees and the SAEL Governing Board for approval and ratification on or before February 14, 2018.

C. If the Parties have not finalized and executed an in-lieu agreement for facilities that has been ratified by both the District’s Board of Trustees and the SAEL Governing Board on February 14, 2018, SAEL may submit a request for facilities under Proposition 39 (“Proposition 39 Request”) on or before February 15, 2018, pursuant to Title 5 of the California Code of Regulations §§ 11969.1 – 11969.11. The deadlines associated with the Proposition 39 Request shall be modified as specified in Paragraph D. below. (All section references hereinafter unless otherwise indicated shall be to Title 5 of the California Code of Regulations.)

D. If SAEL submits a Proposition 39 Request as specified in Paragraph C above, then: (i) the Parties agree that the in-District classroom ADA upon which the District's offer of space will be based is no greater than 155 subject to SAEL providing the District with evidence of such enrollment projects that is reasonably acceptable to the District on or before January 15, 2018; (ii) the District shall provide SAEL with a written preliminary proposal regarding the space to be allocated to SAEL and/or to which SAEL is to be provided access pursuant to Section 11969.9(f) no later than March 15, 2018; (iii) SAEL shall respond in writing to the District's preliminary proposal, expressing any concerns, addressing differences between the preliminary proposal and SAEL's facilities request as submitted pursuant to Section 11969.9(b), and/or make a counter proposal, pursuant to Section 11969.9(g) no later than April 1, 2018; (iv) having reviewed any concerns and/or counter proposals made by SAEL pursuant to Section 11969.9(g), the District shall submit in writing a final notification of the space offered to SAEL pursuant to Section 11969.9(h) no later than May 1, 2018; and (vi) SAEL must notify the District in writing whether or not it intends to occupy the offered space pursuant to Section 11969.9(i) no later than June 1, 2018 or 30 days after the District's notification pursuant to Section 11969.9(h), whichever is later. At all times SAEL's initial Proposition 39 Request, the District's response, and the Parties' counter-responses thereafter shall comply with Sections 11969.1 – 11969.11. Except as expressly provided herein with respect to the timelines, neither party waives or relinquishes any right it may have under the Education Code or the California Code of Regulations by entering into this Agreement.

## I. MISCELLANEOUS PROVISIONS

A. **Governing Law and Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Nevada County Superior Court.

B. **Modifications.** No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of each Party.

C. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

D. **Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

E. **Non-Assignability.** This Agreement may not be assigned by the Parties.

F. **Binding Effect.** This Agreement is binding upon the successors of the parties.

G. **Notices.** All notices required by this Agreement shall be delivered by United States Mail and Electronic Mail as follows:

To the District at: Superintendent Johnson  
NJUHSD  
11645 Ridge Road  
Grass Valley 95945

To the Charter School at: Principal Crane  
SAEL  
340 Buena Vista Street  
Grass Valley, 95945

Any notices required by this Agreement sent by facsimile transmission or to the facsimile and addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

H. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement, subject to approval and ratification of the District's Board of Trustees.

I. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

J. **Severability.** Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first written above.

**Sierra Academy of Expeditionary Learning**

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Erica Crane  
Principal

**Nevada Joint Union High School District**

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Louise Johnson, Ed.D.  
Superintendent