

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**HANFORD JOINT UNION HIGH SCHOOL DISTRICT**  
**and**  
**LEMOORE UNION HIGH SCHOOL DISTRICT**

The Hanford Joint Union High School District, a California public school district, hereinafter called "HJUHS" and the Lemoore Union High School District, a California public school district, hereinafter called "LUHS" mutually agree as follows:

**RECITALS**

WHEREAS, the Kings County Office of Education is closing their County Community School effective June 30, 2017; and

WHEREAS, all districts within Kings County will be responsible for providing appropriate educational programs for their expelled pupils; and

WHEREAS, HJUHS currently operates a Community Day School that can be expanded to include additional expelled students; and

WHEREAS, HJUHS owns the real property on which their Community Day School is located; and

WHEREAS, LUHS does not currently operate a Community Day School and has asked HJUHS, and HJUHS has agreed, to accept and enroll expelled students of LUHS into the Community Day School of HJUHS until the Community Day School of LUHS is operational.

**AGREEMENT**

1. **PURPOSE:** The purpose of this Agreement is to allow expelled students of LUHS to attend the Community Day School of HJUHS.
2. **STUDENTS:**

- A. HJUHSD agrees to offer HJUHSD Community Day School only to eligible expelled students of LUHSD. Students are expected to follow the terms of their expulsion or risk being expelled from HJUHSD Community Day School. If a student of LUHSD is expelled from HJUHSD Community Day School, student placement in an education program will then be the responsibility of LUHSD.
  - B. Revenues generated through the Local Control Funding Formula (LCFF) for Average Daily Attendance (ADA) for pupils of LUHSD attending HJUHSD Community Day School will be reported, collected and kept by HJUHSD.
- 3. **TERM:** The term of this Agreement is from July 1, 2017 and ending June 30, 2018 unless earlier terminated in accordance with this Agreement or by operation of law.
- 4. **COSTS AND FACILITY MAINTENANCE:**
  - A. HJUHSD will hire all necessary staff to operate the Community Day School.
  - B. HJUHSD will be responsible for payment of all supplies and technology for instruction and administration.
  - C. HJUHSD will NOT provide transportation for LUHSD students to or from HJUHSD Community Day School.
  - D. HJUHSD will be responsible for payment of all utility charges, custodial, maintenance and other facility needs for the Community Day School.
  - E. HJUHSD shall maintain and keep in good order, condition and repair all improvements to the Property, including but not limited to, window glass, outdoor lights (if any), signs, the exterior and interior of all buildings and other structures, and infrastructure improvements on, above and under the Property, hereinafter collectively referred to as “the Facilities.”

**F.** LUHSD will pay HJUHSD \$25,500 each for five (5) guaranteed spots for the Fiscal Year. For each student enrolled in HJUHSD Community Day School above the five, LUHSD will pay HJUHSD \$150 per enrolled day.

**G.** HJUHSD will credit LUHSD from their annual bill the amount received in LCFE funding generated by LUHSD student ADA.

**5. INSURANCE:**

**A. General Liability Insurance:** Throughout the term of this Agreement, LUHSD, at its sole cost and expense, shall maintain in full force and effect comprehensive or commercial general liability insurance covering bodily injury (including death), personal injury, and property damage, including loss of use. LUHSD shall provide HJUHSD with a certificate of insurance indicating the aforementioned provisions are in effect and naming HJUHSD as additional insured and including a provision for thirty (30) calendar days' notice prior to cancellation or a material change in coverage. This insurance shall be written for not less than One Million Dollars (\$1,000,000) per person, One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) for all damages or liability arising out of injury to or destruction of property.

**6. STUDENT INFORMATION:** LUHSD students, upon acceptance, will be registered as students of HJUHSD for the term of this agreement.

**7. HOLD HARMLESS:** LUHSD agrees to indemnify and hold harmless HJUHSD from any and all claims, costs, and liability for any damage, injury or death of or to any person or the property of any person, to the extent arising out of negligent acts, errors or omissions of LUHSD, its officers, employees, Board members, agents, contractors, subcontractors or invitees. LUHSD shall not be responsible for the negligence or willful

misconduct of HJUHSD, which results in damage to any person or property, to the extent arising out of HJUHSD's negligence or willful misconduct. HJUHSD agrees to indemnify and hold harmless LUHSD from any and all claims, costs, and liability for any damages, injury or death of any person or the property of any person, to the extent arising out of negligent acts, errors or omissions of HJUHSD, its officers, agents, employees or invitees. HJUHSD shall not be liable for the negligence or willful misconduct of LUHSD, which results in damage to any person or property to the extent arising out of LUHSD's negligence or willful misconduct.

**8. DEFAULTS:** LUHSD's failure to comply with any material term or provision of this Agreement shall constitute a default by LUHSD if such failure continues for sixty (60) days after written notice of failure from HJUHSD to LUHSD specifying in reasonably sufficient detail the nature of said failure. If the required cure of the noticed default cannot be completed within sixty (60) days, LUHSD's failure to perform shall constitute a default under this Agreement unless KCOE has attempted to cure the failure within sixty (60) days and diligently and continuously attempts to complete this cure as soon as reasonably possible. On the occurrence of an Event of Default by LUHSD, HJUHSD shall give LUHSD written notice of such default and termination of the Agreement and if LUHSD does not vacate the premises within 90 days, proceed to repossess HJUHSD's real property in accordance with the law.

**9. OPTION TO RENEW:** LUHSD may request an option to renew and extend the term of this Agreement by one additional year by providing written notice to HJUHSD, no later than December 31<sup>st</sup> of the respective school year for the next school year, provided that at the time notice is given, LUHSD is not in default under the Agreement

and HJUHS D agrees to the renewal in writing prior to March 31<sup>st</sup> of said school year.

The renewal of the Agreement shall be upon the same terms and conditions set forth in the Agreement, or as otherwise agreed to by the parties.

- 10. NOTICES AND RECORDATION:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, or overnight mail and addressed to the other party as follows or as otherwise designated by written notice hereunder from time to time:

To Lemoore Union High School District:  
5 Powell Avenue  
Lemoore, CA 93245  
Attn: Superintendent

To Hanford Joint Union High School District  
823 W Lacey Blvd.  
Hanford, CA 93230  
Attn: Superintendent

- 11. TIME IS OF THE ESSENCE** of each and all of the terms and provisions of this Agreement.

- 12. ASSIGNMENT OR SUBLEASE:** LUHSD shall not have the right to assign this Agreement or any part thereof, delegate any of its duties, or sublease the Property or Improvements at any time during the term of this Agreement.

- 13. SUCCESSORS AND ASSIGNS:** The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.

- 14. SEVERABILITY:** In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not materially

prejudice either HJUHSD or LUHSD in its respective rights and obligations contained in the valid provisions of this Agreement.

15. **WRITTEN AGREEMENT:** Neither party has relied on any promise or representation not contained in this Agreement. All previous and contemporaneous conversations, negotiations, and understandings, written or oral, are of no further force or effect and are superseded, unless such agreement is expressly incorporated herein. This Agreement is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement may be modified only by a writing signed by both parties. The headings of the pages and paragraphs are for convenience only and are not a part of this Agreement, nor shall they be considered in construing the intent of this Agreement.

WHEREFORE, the parties hereto, by their signatures herein below, enter into this Agreement effective on the date indicated in Section 4. of this Agreement. This Agreement shall be deemed fully executed by facsimile or photocopy signature and in counterparts and a copy or original with all signatures appended together shall be deemed a fully executed Agreement.

**Hanford Joint Union High School District**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William L. Fishbough, Superintendent

**Lemoore Union High School District**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debbie Muro, Superintendent