

**MEMORANDUM OF UNDERSTANDING**  
**JOHN MUIR CHARTER SCHOOL**  
**AND**  
**CITY OF RIVERSIDE**

The John Muir Charter School, a Nevada non-profit public-benefit corporation ("Muir") and City of Riverside ("City") enter this Memorandum of Understanding ("MOU") in order to collaboratively provide high school students in Riverside with the best education opportunities possible. This document articulates the commitments Muir and City make to each other and to the students they serve.

**I. Joint Mission**

Muir and City together will provide each student with the opportunity to progress academically, personally, and socially and to obtain the high school diploma and/or a GED for students enrolled at the Bryant Park, Eric M. Solander Center and Bobby Bonds Park, Cesar Chavez Community Center in the City of Riverside ("John Muir Charter School Sites"). Participants enrolled at Muir shall work toward the diploma. If in the course of working toward a diploma a student obtains a GED, the student shall continue his or her studies toward the diploma.

**II. Shared Commitment to Student Achievement**

Muir and City will collaborate to provide the best education possible to students with available resources. Muir and City will collaborate at all times in creating and delivering education opportunities for students. They will adopt and abide by common standards of professional behavior among staff members, and they will share high expectations and standards for student effort, behavior, and performance.

**III. Muir Budget**

Muir's revenue comes from state Proposition 98 funds, which the state apportions based on the average daily attendance (ADA) of Muir students during the year. These funds may be used only for activities in support of the academic achievement of students.

**A. Projecting ADA.** City will provide Muir staff with City population data for purposes of projecting ADA. Muir will work closely with City to project ADA for each school year. Muir will have ultimate say in the ADA it uses in budget projections. Muir funding of its site budgets will ultimately be based on actual, not projected, ADA for the site.

**B. Draft Muir Site Budget.** Muir's budget manager will provide the lead Muir staff person and a City representative with a draft budget prior to the upcoming school year. Muir's Executive Director, the Nevada County Office of Education, the lead Muir teacher, and the designated City representative, will jointly manage the Muir site budget at the City location(s). Muir's Executive Director or Deputy Director will have final say in all Muir budget matters.

**C. Final Muir Budget.** The Muir budget manager will provide the lead Muir staff person and the designated City representative with a copy of the final proposed Muir budget and monthly budget updates.

**D. Budget Priorities and Cost Reimbursement.** In consultation with the City, Muir's Executive Director or Deputy Director will make all final decisions about budget priorities. Muir's Executive Director or Deputy Director will also have final say over all expenditures made from the Muir site budget. Generally, Muir establishes the following priorities for budgeting and expenditure of funds at the John Muir Charter School Sites:

1. Regulatory and support charges by the Nevada County Office of Education (6 percent of ADA revenue)
2. Certificated Muir staff to provide high-quality education services to Muir students.
3. Adequate books and supplies to provide high-quality education services to Muir students.
4. Sufficient computer technology.
5. Muir-required staff training and associated travel.
6. Muir direct and indirect services as charged on a per-ADA basis across all Muir sites.

To the extent that funds in the Muir site budget are sufficient to meet all six of the items listed above, and are sufficient to retain in the site budget a 3 percent reserve for economic uncertainties, Muir will consider reimbursing the City for its costs directly linked to the education of Muir students at the John Muir School Sites. In consultation with the City, Muir will enter into an agreement to reimburse the City for the following costs:

7. Classroom and Muir-staff space costs, not to exceed reasonable space requirements and not to exceed actual or local market-rate space charges.
8. Utility charges for classroom and Muir-staff space.
9. Use by Muir of City telephones and other equipment.
10. Classroom furniture.
11. If applicable, City staff directly involved in the education of Muir students.
12. Other activities that directly support the education of Muir students.

Muir must identify and prioritize for reimbursement costs during the budgeting planning process, and must update this plan throughout the year in response to changes in budget conditions and education priorities. In the event that Muir revenue or costs at City differ from planned budgets, highest priority for funding will be for items numbered 1 through 6 above. Reimbursements for items numbered 7 through 12 above are at the discretion of Muir's Executive Director or Deputy Director.

#### **IV. Facilities Use and Care**

City will provide adequate space for Muir classes, including reasonable accommodations for Muir teachers to prepare for and conduct classroom business. Muir staff shall inform the City

staff of its schedule of classes and other school activities to allow City sufficient time to manage local space resources. City staff will notify Muir staff about any space conflicts as soon as possible, and will work with the Muir staff to resolve any space conflicts as expeditiously as possible. Muir staff and students will respect City facilities and will maintain them and organize them in a reasonable manner.

## **V. Equipment Use and Care**

City and Muir will each respect the properties of the other. City and Muir will establish guidelines for developing terms and conditions of equipment use.

**A. Classroom Supplies.** Muir will provide books, paper, pencils, chalk, and other supplies necessary for the conduct of Muir classes.

**B. Office Equipment.** Muir staff will be able to have reasonable use of telephones, audio-visual equipment, copiers, and other equipment as necessary to conduct school business. Local staff will establish a mutually agreeable understanding regarding equipment use.

**C. Computer Hardware and Software.** Muir and City will develop policies and procedures to provide computers, monitors, mice, headphones, printers, scanners, software and other computer-related items necessary for Muir staff to deliver Muir curriculum.

## **VI. Class Scheduling and Student Attendance**

**A. School Year.** Muir and City will agree upon a standard annual school calendar. City staff will notify Muir staff as early as possible in the event students are not able to attend class on a specific day or days. Muir staff will notify City staff as early as possible in the event that Muir cannot offer classes on a specific day or days.

**B. Student Attendance.** State law requires Muir to offer pupils in grades 9 - 12 at least 64,800 minutes of class time per school year. (See Education Code § 47612.5(a)(1).) Muir class time will consist of vocational, physical education, in-class time, and supervised academic experiences. Muir will account for the statutory hours of attendance according to the rules established by the State of California and consistent with Muir policy. All practices of ADA accounting will be approved by the Muir Board of Directors and communicated to City to ensure consistency in reporting.

## **VII. Muir Curriculum**

The Muir curriculum is based on state academic standards. Muir will provide age-appropriate instruction at each student's academic level.

**A. Post-Secondary Education.** Few Muir students perform within the top 12.5 percent (qualification standard for the University of California-UC) or top 33 percent (qualification standard for the California State University-CSU) of high school seniors in California. Consequently, Muir will not provide coursework sufficient to meet all of the entrance requirements of UC and CSU, such as laboratory sciences. (Muir will focus its resources on curricula most suited to its student body.) Similarly, Muir will not provide any Advanced Placement courses. Muir students are eligible to attend college in the California Community

College system during and after attending Muir. They may become eligible to transfer from the colleges to four-year colleges and universities. If students request assistance, Muir teachers will help students understand the admissions processes for post-secondary education, including trade and vocational schools, and universities and colleges.

**B. Initial Student Assessment.** To ensure that students obtain appropriate instruction, Muir will:

- Review the academic records of each student.
- Review prior assessments administered to the student, including those administered by City staff. City staff will provide Muir teachers with all scores it obtains on students from any standard assessments administered to the student.
- Administer a standards-based assessment to each incoming student. From the assessment, Muir will identify each student's academic strengths and weaknesses, assign appropriate curriculum to meet individual student needs, and deliver computer-based coursework to supplement other Muir coursework to improve academic performance.

**C. Ongoing Student Assessment.** To measure student progress, and to allow Muir and City to evaluate school performance, Muir will:

- Administer assessments on a periodic basis with the purpose of assessing student progress.
- Evaluate student academic progress in the classroom, on the job, and in the community on a regular basis. City and Muir will mutually develop the form of the job and community evaluation, with the goal of establishing a record of performance for the student and the school.
- Muir and City staff will confer on a periodic and scheduled basis about the classroom, work, and community activities of each Muir student. Muir teachers will solicit information and comments from work supervisors and other City staff about student performance. City staff will provide Muir teachers with information requested by Muir teachers that will help teachers evaluate the performance of students in the experiential components of the Muir curriculum.

**D. Vocational Integration.** Muir staff and City staff will work together to offer students cost-effective formal vocation-related learning opportunities. Muir and City will work together to incorporate reading, writing, math, critical thinking, and civic education activities into project work and utilize the context of City project work for delivering high school courses.

**E. Curriculum Information.** Muir will maintain student information, which will be available to each student's teacher and Muir administrators. Muir will provide City administrators with access to student data via PowerSchool, provided that all students participating in "John Muir Sites" sign a waiver that permits City to have access to student



records. Muir will provide City with summary data regarding student enrollment, assessment, credits, California High School Exit Exam ("CAHSEE"), and graduation status.

### **VIII. Student Behavior**

John Muir Charter School expects and requires students to act in a safe, courteous, and respectful manner at all times. Muir teachers at the John Muir Charter School Sites will establish rules and regulations for classroom behavior that are consistent with state laws and Muir policies. Muir teachers will document and advise City staff of significant breaches of school policies by students Muir and City will be jointly responsible for maintaining behavior standards. Student discipline is the joint responsibility of Muir and City.

### **IX. Professional Behavior**

Muir and City staff will abide by common standards of professional conduct and courtesy.

### **X. Staff Communication and Collaboration**

The success of John Muir Charter School students depends on ongoing and effective communication and collaboration between Muir and City staff. To this end:

- Muir shall designate one of its staff at the John Muir Charter School Sites as its lead teacher. City will designate one of its staff as its "Muir" liaison. The Southern Regional Director of Muir will be Muir's lead liaison to City. From time to time when necessary, each of these liaisons may designate a colleague to act as the liaison in their stead.
- City may, if appropriate, invite Muir staff to attend City staff meetings at the site. Muir staff shall attend all staff meetings to which they are invited to the extent they are reasonably notified and able.
- Muir staff shall apprise City staff of Muir policies and practices that might reasonably affect the ability of City to successfully host Muir classes.
- Appropriate Muir staff and City staff shall meet frequently (i.e., at a minimum of once per month) to discuss the conduct and progress of Muir students and to discuss issues that may arise between Muir and City staff.

### **XI. Conflict Resolution**

Muir and City agree to resolve disputes as close to their sources as possible.

**A. Personal Responsibility.** Muir expects its staff to resolve conflicts with City staff, when possible, with the person or persons with whom they disagree and in a manner consistent with Muir policy. City expects its employees to resolve conflicts with Muir staff, when possible, with the person or persons with whom they disagree and in a manner consistent with City policy. City and Muir staff will confer as appropriate with their respective managers to help them

resolve disagreements that they believe they might not be able to resolve themselves appropriately. While direct communication between parties to a conflict should be the first step in any conflict resolution procedure, the parties recognize that some conflicts may necessitate skipping this step. All employees and students should be directed to Muir or City policies concerning conflict resolution, harassment, and sexual harassment for additional guidance. Further, site staff will notify their respective managers about disputes and agreements that might affect Muir-City relations and policies.

**B. Site-Based Responsibility.** To the extent that Muir and City staffs are not able to resolve a disagreement either together or with the assistance of others at the site, they will notify the City Manager or designee and Muir's Executive Director of the dispute. If circumstances arise at the local level that are contrary to any terms of this agreement, both the City Manager or designee and Muir's Executive Director will be notified immediately. The City Manager or designee and Muir's Executive Director will collaborate to investigate and resolve the matter.

## **XII. Term of MOU**

**A. Entire Agreement and Modifications.** This Agreement supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Muir shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Muir specifically acknowledges that in entering into and executing this Agreement, Muir relies solely upon the provisions contained herein and no other contract or oral discussions prior to entering into this Agreement.

This MOU shall commence on the date upon which it is fully executed by the parties and shall remain in effect until it is renewed, amended, or terminated. This MOU shall remain in effect until such time as the parties agree to a new MOU or until such time as it is terminated as set forth below. The MOU is subject to termination during the term or any renewal as set forth in this MOU. Either party may present proposed revisions to the MOU at any time and this MOU may be amended by mutual written agreement.

**B. Modification:** Any modification of this MOU must be in writing and executed by duly authorized representatives of the parties specifically indicating the intent of the parties to modify this MOU. Unless otherwise agreed, all modification and amendment of the MOU shall take effect upon full execution of the amendment by both parties.

**C. Approval.** This agreement shall require the signatures of the duly authorized representatives of Muir and City.

- The duly authorized representative of Muir is its Executive Director.
- The duly authorized representative of City is the City Manager or his designee.

**D. No Waiver:** The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.

**E. Headings:** The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provision of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.

**F. Non Assignment of Agreement:** This Agreement is intended to secure specialized services of Muir and Muir shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of both parties, and any such assignment, transfer, delegation or sublet without both parties prior written consent shall be considered null and void.

**G. Certification Regarding Debarment, Suspension or other Ineligibility-**  
(applicable to all agreements funded in part or whole with federal funds).

- a) Muir agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. part 98).
- b) Muir certifies to the best of its knowledge and belief that it and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b (2) above, of this certification;
  4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  5. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  6. Include in all lower tier transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

**G. Termination.** Either party may terminate the Memorandum of Understanding for any reason or no reason with written notice of at least 60 days. Prior to terminating this agreement, each party agrees to give due consideration to the effect that such termination will have on the

Muir students, Muir faculty, and City staff and the educational program, and each party will give notice to the other of any possible termination plans as soon as they are seriously contemplated.

If the Nevada County Board of Education revokes the Muir charter, Muir will advise the City of such revocation and discontinue operations in conjunction with City as soon as it is legally required to do so. Muir will inform City of any possible revocation of its charter as soon as it becomes aware of any such possibility.

If either Muir or City fails to comply with any of the terms of this Memorandum of Understanding either party may terminate the relationship upon written notice of at least 30 days. If, in the view of City, Muir, or the Nevada County Superintendent of Schools, the terms of this agreement create any threat to student or staff safety, any one or more of these parties may terminate this agreement immediately.

If either Muir or City terminates this agreement, all funds generated by Muir students will remain with Muir. No funds will be transferred from Muir or Nevada County Superintendent of Schools to any other school, charter authorizer, or local educational agency. All properties purchased for the program directly by Muir or via reimbursement to City with Muir funds will remain property of Muir, except as described below. If a program will continue to be served by another public school, Muir's Executive Director may transfer such properties to the other school, provided the property has a current value of less than \$500, or if Muir's Executive Director declares in writing that Muir does not need the properties. The \$500 limit shall include the cumulative value of items determined by Muir's Executive Director to be of a similar kind (e.g., textbooks, tables, computers, etc.). Muir's Executive Director shall report to the Muir Board all transfers of properties to another school that are individually or cumulatively (similar kind) valued over \$500. These provisions are declaratory of long-standing Muir policy and practice.

### **XIII. Insurance**

Muir shall procure the following required insurance policies at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance policies are to be placed with insurers authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**A. Comprehensive General Liability:** Muir shall maintain in full force and effect, for the period covered by this Agreement, Comprehensive General Liability Insurance with the following coverages:

1. Personal Injury and Bodily Injury, including death resulting there from;
2. Property Damage;
3. Automobile coverage which shall include owned and non-owned vehicles.

**B.** The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, and property



damage in the total amount of \$1,000,000. The following endorsements must be attached to the policy:

1. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence;"
2. The policy must cover personal injury as well as bodily injury:
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. The City is self-insured and its officers, employees and agents are covered under said policy. Muir, its officers, employees and agencies shall be named under the Muir policy, and the policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the City, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.

**C. Workers' Compensation Insurance:** In accordance with the provisions of section 3700 of the Labor Code, Muir, if Muir has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Muir agrees to comply with such provisions before commencing the performance of the work of this Agreement.

**D.** The following requirements apply to all insurance to be provided by Muir:

1. A certificate of insurance shall be furnished to City of Riverside prior to commencement of work. Upon request by City of Riverside, Muir shall provide a certified copy of any insurance policy to City of Riverside within ten (10) working days.

2. Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to City of Riverside.

3. Approval of the insurance by City of Riverside shall not relieve or decrease the extent to which Muir may be held responsible for payment of damages resulting from Muir's services or operations pursuant to this Agreement.

4. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement.

#### **XIV. Assurances and Certifications**

**A. Remedies.** Non-compliance or failure to perform may result in a demand for corrective action, disallowance of costs, suspension or termination of Agreement, set-off of damages from monies due under this Agreement with Muir, whether related or unrelated, or such other lawful remedies as City of Riverside may determine are appropriate; and may include debarment for a year or more.

**B. Non-Discrimination:** During the performance of this Agreement, Muir will not discriminate against any employee or applicant for employment (including Muir participants) because of race, color, sex, religion, disability, age, political affiliation, orientation, belief, or

national origin, and specifically agrees to comply with the provisions of section 202 of Presidential Executive Order No 11246, as amended by E.O. 11375 and supplemented by the requirement of 41 CFR Part 60.

**C. Copyrights:** The application of this clause is limited to those awards which involve the use or development of copyrighted materials. Contract shall comply with copyright regulations cited in the Code of Federal Regulations (Title 29, Labor, Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C – Post-Award Requirements, section 97.34, Copyrights).

1. The Federal awarding agency, State of California, and the City of Riverside Department of Parks, Recreation and Community Services reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes: (i) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (ii) any rights of copyright to which a grantee, sub-grantee or Muir purchases ownership with grant support.

**D. Client Grievance Process:** Clients and students may participate in Muir's student grievance process as described in the Muir Student Achievement Plan. All clients must be advised of the process with written material readily available upon request.

**E. Certifications:** Upon execution of this agreement, Muir shall execute "Certification Regarding Debarment, Suspension and other Responsibility Matters" and "Drug-Free Workplace Certification" which shall be provided to Muir by City of Riverside Department of Parks, Recreation and Community Services.

## **XV. Other Provisions**

**A. School Accreditation.** Muir is fully accredited by the Western Association of Schools and Colleges (WASC). Muir and City agree to work collaboratively in Muir's efforts to maintain accreditation from WASC. Muir will update City on the status of its accreditation and take the necessary steps to maintain its accreditation.

**B. Program.** It is the sole responsibility of City to maintain all elements of its youth development program consistent with the program requirements of its authorizing agency or law and any agreements established between City and Muir.

**B. Muir Employment.** The Muir Executive Director, subject to the approval of the Muir Board of Directors, has the authority and the discretion to set compensation terms for Muir employees. The Executive Director and the Board of Directors shall approve all contracts for employment with Muir.

**C. Mediation.** Prior to the filing of any judicial action between City, Muir, and/or the Nevada Superintendent of Schools, the parties agree to attempt to resolve the issues by way of non-binding mediation. Each party shall pay an equal share of the cost of mediation. Each party shall be responsible for its own costs and expenses related to participation in mediation. The parties shall mutually agree on a mediator.

**D. Jurisdiction.** The parties agree that for all legal action, the appropriate jurisdiction is Riverside County, State of California.

**E. Severability.** If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

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

To Muir at:

John Muir Charter School  
Attn: Executive Director  
9845 Horn Road, Suite 150  
Sacramento, RCS WIA 95827

To City at:

City of Riverside Department of Parks, Recreation  
and Community Services  
Attn: Patricia Solano  
6927 Magnolia Ave., 2<sup>nd</sup> Flr.  
Riverside, CA 92506

**G. No Partnership.** Nothing in this agreement is intended or deemed to constitute a partnership or joint venture between any of the parties.

**H. Entire Agreement.** This agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing by the mutual agreement of the parties.

**I. Joint Indemnification.** With respect to its operations under this agreement City shall, to the fullest extent permitted by law, hold harmless and indemnify, Muir and the Nevada County Superintendent of Schools and Nevada County Office of Education, its officers, directors, and employees from and against any and all claims, demands, actions, suits and losses, arising out of the actions of City or any of its employees, officers, agents, including injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of City or its employees, officers and agents, excepting only that portion of those claims, demands, actions, suits, losses, liability expenses and costs caused in whole or in part by the negligence or willful misconduct of Muir or the Nevada County Superintendent of Schools, its officers, directors, and employees to the extent that portion of such negligence or willful misconduct is established by a final judgment of a court of competent jurisdiction. If a court determines that Muir or the Nevada County Superintendent of Schools was negligent or engaged in willful misconduct the responsible party shall hold harmless and indemnify City for the losses attributable to such party's actions.

With respect to its operations under this agreement Muir shall, to the fullest extent permitted by law, hold harmless and indemnify, City and the Nevada County Superintendent of Schools and Nevada County Office of Education, its employees, officers and agents from and against any and all claims, demands, actions, suits and losses, arising out of the actions of Muir or any of its employees, officers, and agents, including injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of Muir or its employees, officers and agents, excepting only that portion of those claims, demands, actions, suits, losses, liability expenses and costs caused in whole or in part by the negligence or willful misconduct of City, its employees, officers and agents to the extent that portion of such negligence or willful misconduct is established by a final judgment of a court of competent jurisdiction. If a court determines that City was negligent or engaged in willful misconduct the responsible party shall hold harmless and indemnify Muir and/or the Nevada County Superintendent of Schools and Nevada County Office of Education for the losses attributable to such party's actions.

J. **Amendment.** Any amendment to this MOU must be in writing, signed by both Parties.

**XVI. Signatures of Approval**

**CITY**

By: Beth J. Lohr  
City Manager

Dated: May 30, 2013

**JOHN MUIR CHARTER SCHOOL**

R.J. Guess  
Executive Director, John Muir Charter School

Dated: 04/01/13

Attest: Sherry M. Moore  
City Clerk

**APPROVED AS TO FORM:**

By: R. M. Galt  
Deputy City Attorney