



# Magnolia Public Schools

## Board Meeting

---

### **Date and Time**

Thursday November 3, 2016 at 6:00 PM

### **Location**

Teleconference Dial: 1.844.572.5683 Code: 1948435

---

### **AGENDA**

#### **Special Meeting of the MPS Board of Directors**

Access to the Board Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

Remotely by dialing in to the numbers below:

Open Session- Dial: 1.844.572.5683 Code: 1948435

- MPS Home Office 250 East 1st St. Ste 1500 Los Angeles, CA 90012 (Mr. Nguyen Huynh)
- 1020 South Olive Street, 7th Floor Los Angeles, CA 90015 (Mrs. Noel Unterburger)
- MSA-3 1254 East Hemlock St. Carson, CA 90745 (Dr. Ali Korkmaz)
- 5113 Babette Ave Los Angeles, CA 90066 (Ms. Diane Gonzalez)
- 11935 Dorothy St. Apt 206 Los Angeles, CA 90049 (Dr. Saken Sherkanov)
- 1363 Ridgcrest Rd Pinole CA 94564 (Serdar Orazov)
- 495 El Camino Real Santa Clara CA 95050 (Dr. Umit Yapanel)

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 to make arrangements and accommodate your disability.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st Street Los Angeles, CA 90012.

MPS Board Members:

---

Ms. Noel Russell- Unterburger, President  
Dr. Umit Yapanel, Secretary  
Mr. Serdar Orazov, Treasurer  
Dr. Saken Sherkhanov  
Dr. Salih Dikbas  
Dr. Ali Korkmaz  
Dr. Remzi Oten  
Ms. Diane Gonzalez  
Mr. Nguyen Huynh

CEO & Superintendent:  
Dr. Caprice Young

---

## Agenda

	Purpose	Presenter	Duration
<b>I. Opening Items</b>			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
C. Public Comments			5
D. Approval of the Agenda	Vote		1
<b>II. Action Item</b>			
A. Ratification of Magnolia Science Academies 1, 2, and 3 Charter Petition Appeal to LA County of Ed.	Vote	Caprice Young	15
B. (Ratify) Overview of the Process Considering a Charter Petition Received on Appeal; LA County of Edu	Vote	Caprice Young	5
C. (Ratify) Updated Magnolia Public Schools Bylaws	Vote	Caprice Young	5
<b>III. Closing Items</b>			
A. Adjourn Meeting	Vote		

## Coversheet

### Ratification of Magnolia Science Academies 1, 2, and 3 Charter Petition Appeal to LA County of Ed.

**Section:** II. Action Item  
**Item:** A. Ratification of Magnolia Science Academies 1, 2, and 3 Charter  
Petition Appeal to LA County of Ed.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II A Resolutions for Submission to LACOS MSa 1-3.pdf



MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION  
BOARD RESOLUTION  
Resolution No. 20161103-1

WHEREAS, the Board of Directors of Magnolia Public Schools (MPS) has authorized the filing of the Magnolia Science Academy-1 ("MSA-1, MSA") Charter Renewal Petition submitted to the Los Angeles Unified School District ("LAUSD");

WHEREAS, the LAUSD Board of Education denied the renewal petition of MSA-1 on October 18, 2016;

WHEREAS, pursuant to Education Code 4760S(j), if the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to Education Code Section 4760S(b). If the petitioner elects to submit a petition for establishment of a charter school to the county board of education and the county board of education denies the petition, the petitioner may file a petition for establishment of a charter school with the state board, and the state board may approve the petition, in accordance with Education Code Section 4760S(b);

NOW, THEREFORE, BE IT RESOLVED that, the Board of Directors approve the filing of the MSA-1 charter renewal petition appeal and authorize the following individual to take all steps necessary to seek renewal approval from the Los Angeles County Board of Education, and if the Los Angeles County Board of Education does not approve the petition, to seek approval from the State Board of Education:

Dr. Caprice Young, Chief Executive Officer, will serve as the "Lead Petitioner," and is hereby authorized to sign any necessary documents and to take all steps necessary for approval.

PASSED AND ADOPTED by the Board of Directors at a meeting held on November 3, 2016, by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

\_\_\_\_\_  
Dr. Umit Yapanel, Secretary MPS  
Board of Directors

November 3, 2016



MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION  
BOARD RESOLUTION  
Resolution No. 20161103-2

WHEREAS, the Board of Directors of Magnolia Public Schools (MPS) has authorized the filing of the Magnolia Science Academy-2 ("MSA-2") Charter Renewal Petition submitted to the Los Angeles Unified School District ("LAUSD");

WHEREAS, the LAUSD Board of Education denied the renewal petition of MSA-2 on October 18, 2016;

WHEREAS, pursuant to Education Code 4760S(j), if the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to Education Code Section 4760S(b). If the petitioner elects to submit a petition for establishment of a charter school to the county board of education and the county board of education denies the petition, the petitioner may file a petition for establishment of a charter school with the state board, and the state board may approve the petition, in accordance with Education Code Section 4760S(b);

NOW, THEREFORE, BE IT RESOLVED that, the Board of Directors approve the filing of the MSA-2 charter renewal petition appeal and authorize the following individual to take all steps necessary to seek renewal approval from the Los Angeles County Board of Education, and if the Los Angeles County Board of Education does not approve the petition, to seek approval from the State Board of Education:

Dr. Caprice Young, Chief Executive Officer, will serve as the "Lead Petitioner," and is hereby authorized to sign any necessary documents and to take all steps necessary for approval.

PASSED AND ADOPTED by the Board of Directors at a meeting held on November 3, 2016, by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

\_\_\_\_\_  
Dr. Umit Yapanel, Secretary MPS  
Board of Directors

November 3, 2016



MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION  
BOARD RESOLUTION  
Resolution No. 20161103-3

WHEREAS, the Board of Directors of Magnolia Public Schools (MPS) has authorized the filing of the Magnolia Science Academy-3 ("MSA-3") Charter Renewal Petition submitted to the Los Angeles Unified School District ("LAUSD");

WHEREAS, the LAUSD Board of Education denied the renewal petition of MSA-3 on October 18, 2016;

WHEREAS, pursuant to Education Code 4760S(j), if the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to Education Code Section 4760S(b). If the petitioner elects to submit a petition for establishment of a charter school to the county board of education and the county board of education denies the petition, the petitioner may file a petition for establishment of a charter school with the state board, and the state board may approve the petition, in accordance with Education Code Section 4760S(b);

NOW, THEREFORE, BE IT RESOLVED that, the Board of Directors approve the filing of the MSA-3 charter renewal petition appeal and authorize the following individual to take all steps necessary to seek renewal approval from the Los Angeles County Board of Education, and if the Los Angeles County Board of Education does not approve the petition, to seek approval from the State Board of Education:

Dr. Caprice Young, Chief Executive Officer, will serve as the "Lead Petitioner," and is hereby authorized to sign any necessary documents and to take all steps necessary for approval.

PASSED AND ADOPTED by the Board of Directors at a meeting held on November 3, 2016, by the following vote:

AYES:                      NOES:                      ABSENT:                      ABSTAIN:

\_\_\_\_\_  
Dr. Umit Yapanel, Secretary MPS  
Board of Directors

November 3, 2016

## Coversheet

### (Ratify) Overview of the Process Considering a Charter Petition Received on Appeal; LA County of Edu

**Section:** II. Action Item  
**Item:** B. (Ratify) Overview of the Process Considering a Charter Petition  
Received on Appeal; LA County of Edu  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** II B Charter Renewal Submissions to LACOE.pdf





Board Agenda Item #	Agenda II B
Date:	November 3, 2016
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Kelly Hourigan, Chief Operations Officer
RE:	Overview of the Process Considering a Charter Petition Received on Appeal; LA County of Education for MSA 1, 2 and 3 (Ratify)

### Proposed Board Recommendation

I move that the board read, understand, and intend to adhere to the requirements outlined in the Overview of the Process for Considering a Charter Petition Received on Appeal, Los Angeles County Board Policies and Administrative Regulations regarding Charter Schools and the Charter School Monitoring and Oversight Memorandum of Understanding for Magnolia Science Academy 1, 2 and 3.

### Background

Magnolia Science Academy 1, 2 and 3 are applying to the Los Angeles County Office of Education (LACOE) on appeal. LACOE requires that the charter schools governing board take action to approve the submitted petition and budget, approve submission of the petition to the County board and read, understand and intend to adhere to the LACOE requirements included in their Oversight Memorandum of Understanding.

### Budget Implications

None at this time.

### Name of Staff Originator:

Kelly Hourigan, Chief Operations Officer

### Attachments

- Los Angeles County Office of Education Monitoring and Oversight Memorandum of Understanding
- Overview of the Process for Considering a Charter Petition Received on Appeal



**Los Angeles County Office of Education**

Charter School Office  
 12830 Columbia Way  
 Downey, CA 90242  
 (562) 922-8806

**Overview of the Process for Considering a Charter Petition Received on Appeal**

The Los Angeles County Office of Education (LACOE) receives and reviews petitions on behalf of the Los Angeles County Board of Education (County Board). The appeal of a previously denied petition to establish or renew a charter is considered to have been received when the petitioner has submitted all of the following:

1. A complete copy of the charter petition *as denied* by the school district board including all supporting documents provided to the district without change or omission; budget documents; and required signatures (not applicable to a renewal petition).

The petition to **renew** a charter must additionally contain documentation that the charter school met at least one of the renewal criteria specified in *Education Code (EC) 47607(b)* and a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed (*California Code of Regulations, Title 5, section 11966.4*).

**The petitioner is responsible to provide district verification that the petition and supporting documents submitted to the County Board are the ones on which the district board based its denial.**

2. Evidence of the school district board's action to deny the petition (e.g., meeting minutes) and its written factual findings specific to the particular petition, setting forth specific facts to support one or more of the grounds for denial as specified in *EC 47605(b)*.<sup>1</sup>
3. A description of any changes to the petition necessary to reflect the County Board as the chartering entity. The description shall be submitted as a separate document that identifies where substantive changes to the petition may be necessary to reflect the County Board as the chartering entity based on the inherent structure of the county office or County Board Policies (e.g., special education, dispute resolution, closure procedures, fiscal reporting). It is not necessary to identify each technical adjustment where the name of the district would change to the County Board or LACOE. The document should identify petition elements and page numbers where the proposed changes would be made. *Do not submit as a "redline" or "track-changes" version of the petition.*
4. Documentation that the school's governing body has approved the petition, proposed budget and submission of the petition to the County Board.
5. Completed and signed forms: *Notice of Submission: Appeal of a Denied Charter Petition* and *Required Documents: Appeal of a Denied Charter Petition*.

**Items 1 – 5 constitute a Submission Package; receipt of all required documentation triggers the timeline for County Board action.**

**Additional Documents:** If the petitioner elects to submit a rebuttal to the district board's findings, it must be submitted with the petition. Once the petition is considered to have been received, no additional documents will be considered unless requested by LACOE to clarify and/or substantiate the petition and/or budget content. Additional information may be requested during the review process, especially if the school is already in operation.

**Verification Process**

Prior to reviewing a petition, LACOE verifies:

1. The appeal was received within the statutory timelines: (A) The appeal of a denied petition to establish a charter must be received within 180 calendar days of the district's denial action; (B) The appeal of a denied petition to renew a charter must be received within 30 calendar days of the district's denial action.

---

<sup>1</sup> If a district board denies a petition to establish or renew a charter without written findings of fact the County Board will not hear the appeal.

**Los Angeles County Office of Education**  
Charter School Office

2. The submitted petition (including budgets and all supporting documents) is the same one acted on by the local district.
3. The authenticity of petition signatures: (A) Teacher signatories must have been meaningfully interested in and qualified to work at the charter at the time of signature; (B) Parent signatories had children who were or would be eligible to attend the charter; and (C) Signatories had the opportunity to review the petition.
4. The submission complies with statutory and regulatory requirements. If LACOE determines the petitioner has not submitted all required documents, the petitioner will be given the option of withdrawing and resubmitting the petition or informing LACOE that it should complete the review based on documents submitted. LACOE shall inform the petitioner of the applicable statutory and regulatory timelines and permissible extensions of those timelines to support the petitioner in making an informed decision. LACOE submits requests for timeline extensions to the County Board for action.

### **Review Process**

LACOE utilizes a review protocol to evaluate petitions. The protocol is based on the model and standards developed by the California Department of Education (CDE). It has been modified to reflect the County Board as the authorizer.

In the case of a renewal, LACOE will also determine whether the charter school has met at least one (1) of the criteria specified in *EC 47607(b)* and that the petition reflects changes to law since the charter was first authorized or last renewed. When considering a petition for renewal, the County Board will consider the past performance of the school with regard to academics, finance, and operation in evaluating the likelihood of success along with any evidence of future plans for improvement (*California Code of Regulations*, Title 5, section 11966.5(c)(1)).

In addition to reviewing the petition and supporting documents, LACOE reviews publicly available information regarding the school (in the case of a renewal), the petitioners, and other schools the petitioners have been associated with. Information reviewed includes school level data available through the CDE DataQuest website, as well as other publicly available documents such as news articles and financial audits.

### **Capacity Interview**

LACOE interviews the governing board and leadership team to help determine if the board has the capacity to govern the school and the leadership team has the background necessary to implement and maintain the charter. Information from the interview is included in the staff report.

### **Presentations to the County Board (Board Meeting Dates)**

The County Board typically considers a petition at two (2) separate regularly scheduled meetings:

1. Public Hearing – Held within 30 calendar days of receipt of a Submission Package. It is the petitioner's opportunity to demonstrate support for the charter and provide an overview of the school's proposed educational program including the school's mission, the educational design and how the proposed school will fulfill the legislative intent of the *Charter Schools Act (EC 47601)*.
2. Staff Report on Findings of Fact and County Board Action – Held within 60 calendar days of receipt of a Submission Package unless both parties agree to an extension of up to 30 days. (The request for an extension must be made prior to the County Board taking a vote to approve or deny the charter petition.) The petitioner may address the County Board, and the County Board may ask questions of LACOE staff and the petitioner.

The County Board typically meets the first three (3) Tuesdays of the month. The County Board calendar is available at <http://www.lacoe.edu/Portals/0/Board/Online%20Calendar.pdf>.

**Los Angeles County Office of Education**  
Charter School Office

**Notification**

LACOE notifies the petitioner in writing when (1) the Submission Package is received; (2) the date/time of the Capacity Interview are set; and (3) the dates of the Public Hearing, Report, and Board Action are established.

Please review the documents entitled *Notice of Submission: Appeal of a Denied Charter Petition* and *Required Documents: Appeal of a Denied Charter Petition* for further information regarding submitting a petition on appeal.

Petitioners may contact the Charter School Office (CSO) at (562) 922-8806 for additional information.

**Los Angeles County Office of Education**

Charter School Office  
12830 Columbia Way  
Downey, CA 90242  
(562) 922-8806

**Notice of Submission: Appeal of a Denied Charter Petition**

To Establish a Charter

To Renew a Charter

*Submit form with petition documents*

*Please print or type*

**Name of Charter School:** \_\_\_\_\_

**Contact Information:**

Name of lead petitioner(s)/relationship to charter school: \_\_\_\_\_

Name of lead contact (if not petitioner): \_\_\_\_\_

Address: Street \_\_\_\_\_

City \_\_\_\_\_

State/Zip code \_\_\_\_\_

Telephone number(s): Office \_\_\_\_\_

Mobile \_\_\_\_\_

FAX number: \_\_\_\_\_

Email: \_\_\_\_\_

**School Information:**

Proposed enrollment: First year: \_\_\_\_\_ Fully implemented: \_\_\_\_\_

Proposed grade levels: First year: \_\_\_\_\_ Fully implemented: \_\_\_\_\_

Proposed opening date: \_\_\_\_\_

Proposed or actual school location/address: Street \_\_\_\_\_

*If more than one site, provide main site here & attach a list of additional site addresses.* City \_\_\_\_\_

State/Zip code \_\_\_\_\_

**Notice of Appeal:**

Signature of lead petitioner(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Los Angeles County Office of Education**  
Charter School Office

**Required Documents: Appeal of a Denied Charter Petition**

To Establish a Charter

To Renew a Charter

**Submission Package:** Submit one (1) set of the following required documents to the Los Angeles County Office of Education (LACOE) Charter School Office.

*Check items submitted and submit this form with petition documents*

- 1. Completed and signed *Notice of Submission: Appeal of a Denied Charter Petition* Form
- 2. Completed and signed *Required Documents: Appeal of a Denied Charter Petition* Form
- Table of Contents for Sections I – VII**

**Section I**

- I.1 Evidence of the school board's action of denial (letter and/or board minutes)
- I.2 School board's written Findings of Fact specific to the denied petition
- I.3 Petitioner's response to Findings of Fact (optional)
- I.4 Evidence the school's governing body approved submission of the petition to the County Board

**Section II**

- A separate narrative containing a description of changes to the petition necessary to reflect the County Board as the authorizer (e.g., special education, dispute resolution, closure procedures, fiscal reporting). Indicate page numbers and elements of changes. *Do not submit as redline or "track-change" petition.*

**Section III**

- III.1 Complete copy of charter petition as denied by local school board (verified by the district)
- III.2 All supporting documents to the petition submitted to the district
- III.3 Signature page of interested parents or teachers with complete contact information (not applicable if a renewal petition)

**Section IV**

- IV.1 Proposed first year operational budget including start-up costs, cash-flow and assumptions as denied by the local district board
- IV.2 Financial projections for the first three (3) years of operation
- IV.3 Copies of the three (3) most recent Independent Financial Audit(s) of 501(c)(3) (if applicable)
- IV.4 Fiscal Policies approved by the governing board.
- IV.5 General Ledger for both the non-profit entity holding the charter and the school for the three (3) months prior to petition submission to local district
- IV.6 Debt Schedule (including total principal, interest due and term of debt)
- IV.7 Bank Statements for the three (3) months prior to petition submission to local district
- IV.8 CMO Contracts and/or Contracts exceeding \$5,000 annually
- IV.9 Public Charter Schools Grant Program application and budget (if applicable)

**Section V**

- V.1 Resumes for the petitioner(s) and members of the Board of Directors (if not included in petition)

**Los Angeles County Office of Education**  
Charter School Office

**Section VI**

- VI.1 Bylaws of 501(c)(3) (if school operated as/by a nonprofit and not included in petition)
- VI.2 Articles of Incorporation of 501(c)(3) (if school operated as/by a nonprofit and not in petition)

**Section VII**

- VII.1 Lease/Rental Agreement(s) or Similar Documents (if not included in petition)
- VII.2 Certificate(s) of Occupancy (if not included in petition)

**Directions:** Submit all documents simultaneously in a loose-leaf (3-ring) binder with numbered dividers inserted between sections. Copies are to be single-sided. Also submit an electronic copy of items 1 – 2, Table of Contents, and Sections I – VII via CD or Flash Drive. Items 1 – 2 may be combined as one file; Table of Contents and each section shall be submitted as separate files. Submit Section III as three (3) separate files (III.1, III.2, III.3). Submit Section IV as eight (8) separate files; budgets as unlocked spreadsheets.

Once LACOE verifies that all required documents have been submitted, it will notify the petitioner in writing. The petitioner shall have no less than five (5) working days to submit 13 collated, two-sided (back-to-back), three-hole punched, rubber banded copies of Sections I through VII.

LACOE reserves the right to request additional documents and information as necessary to provide the County Board with a complete understanding of the proposed charter.

LACOE will conduct a facilities inspection as part of the petition review process or prior to opening, if authorized.

**Required Certification**

Submission of a petition and this signed document certifies that:

1. The governing board has taken action to approve the submitted petition and budget.
2. The governing board has taken action to approve submission of the petition to the County Board.
3. The governing board and lead petitioner(s) have read, understand, and intend to adhere to the requirements outlined in this document, the *Overview of the Process for Considering a Charter Petition Received on Appeal\**; Los Angeles County Board Policies and Administrative Regulations regarding Charter Schools\*\*; and the *Charter School Monitoring and Oversight Memorandum of Understanding (MOU)\*\*\**.

Printed name of board signatory: \_\_\_\_\_

Signature of board signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of lead petitioner(s): \_\_\_\_\_

Signature of lead petitioner(s): \_\_\_\_\_ Date: \_\_\_\_\_

\*Please review the document, *Overview of the Process for Considering a Charter Petition Received on Appeal* or contact the Charter School Office for additional information.

\*\**Los Angeles County Board Policies and Regulations are available at*  
<http://gamutonline.net/district/lacoe/PolicyCategoryList/2422/0>

\*\*\**The Charter School Monitoring and Oversight MOU is available at*  
[http://www.lacoe.edu/Portals/0/LACOE/CharterSchools/MOU\\_Template\\_FINAL\\_3-2016.pdf](http://www.lacoe.edu/Portals/0/LACOE/CharterSchools/MOU_Template_FINAL_3-2016.pdf)



1 **Los Angeles County Office of Education**

2 **Monitoring and Oversight Memorandum of Understanding<sup>1</sup>**

3 **Name Charter School**

4 Charter Authorization Period: **Month Date, Year – Month, Date, Year**

Charter Type: Appeal of Denied Petition (EC § 47605) Establish Renew

Direct to County Board (EC § 47605.5) Establish Renew

Countywide Petition to County Board (EC § 47605.6) Establish Renew

5 **INTRODUCTION**

6 The Los Angeles County Board of Education (hereinafter “County Board”) is guided by the intent of the  
7 legislature, that quality charter schools are and should be an integral part of the California educational  
8 system. The County Board believes that charter schools provide an opportunity to implement  
9 accountability-based school-level reform, support innovation which improves student learning, and  
10 provide choice for parents. Charter schools operate under the provisions of the charter, applicable state  
11 and federal laws, and the general oversight of the County Board.

12 The County Board supports this effort by establishing a defined accountability system for determining  
13 the effectiveness of the charter schools it authorizes. Charter schools are public schools; as such, their  
14 performance is subject to review and comparison with any other publicly funded school. A charter  
15 school’s demographic composition should reflect the community it serves and in which it is located.

16 **PURPOSE OF AGREEMENT**

17 The State of California enacted the Charter Schools Act of 1992 authorizing the creation of charter  
18 schools with the intent that the schools improve student learning through a variety of means, including  
19 increased learning opportunities, innovative teaching methods, expanded choice for parents and pupils,  
20 and performance-based accountability.

21 Education Code (EC) § 47605 requires a charter petition to provide a “reasonably comprehensive  
22 description” of the manner in which the school will operate; it is not a comprehensive document. An  
23 agreement is a useful tool for clarifying the expectations, operations, and responsibilities of both parties  
24 beyond that which is required in the charter but is required for successful operation and monitoring of a  
25 charter school.

26 The County Board has established this Monitoring and Oversight Memorandum of Understanding  
27 (“Agreement”) to address matters not covered in the charter in order to clarify monitoring and oversight  
28 expectations and responsibilities. The Charter School Act allows the County Board to authorize charter  
29 schools under specified circumstances and by doing so, becomes the authorizing agency of the charter  
30 schools. The County Board has delegated to the County Superintendent of Schools (Superintendent),  
31 its obligation to oversee its authorized charter schools under the terms of this Agreement the provisions  
32 of the school’s charter, applicable laws, regulations, and County Board Policy and Administrative  
33 Regulations. The County Board reserves the right and authority to modify any decision made by the  
34 Superintendent, Los Angeles County Office of Education (hereinafter “LACOE”) or a designee.

35 The fundamental interest of LACOE is, on a continuing basis, to be reasonably assured that charter  
36 schools authorized by the County Board are:

---

<sup>1</sup> Adapted from the Memorandum of Understanding (MOU) utilized by the State Board of Education. This agreement reflects changes made for the Los Angeles County Board of Education as the authorizer.

Revised March 2016

- 37 • Implementing the provisions of the charter as approved
- 38 • Adhering to all federal, state, and local laws and regulations that apply to the charter school.
- 39 • Being operated prudently in all respects
- 40 • Providing a sound education pursuant to EC § 47605(b)(5)(A)(i-iii) including any future changes
- 41 and the California Core Content Standards for all of their students

42 LACOE will report periodically (annually or as requested or when necessary) to the County Board  
43 regarding its delegated oversight of the **Name Charter School** (hereinafter, "Charter School").

44 The County Board recognizes that there are matters related to the operation of the Charter School and  
45 to the effective oversight of the Charter School by LACOE that go beyond the provisions included in the  
46 school's charter. The County Board also acknowledges that the day-to-day operation of the Charter  
47 School is appropriately carried out by the Charter School's leadership, faculty, and staff. This  
48 Agreement is intended to address those matters that have not been covered in the charter and to  
49 provide guidance on the oversight policies and procedures of the County Board, as carried out by  
50 LACOE. Further, this Agreement is intended to outline the parties' agreement governing their  
51 respective fiscal and administrative responsibilities and their legal relationships.

52 The Charter School petition and this signed Agreement, which includes:

- 53 • Attachment A: Student Achievement Plan Guidelines
- 54 • Attachment B: Fiscal Oversight Requirements and Financial Reporting
- 55 • Attachment C: Reporting Timeline (as revised yearly)
- 56 • Attachment D: County Board Action to Approve the Charter including Conditions for Approval  
57 constitutes the conditions and terms under which the charter shall be monitored. To the extent  
58 that the terms in the charter vary from the provisions of this Agreement, the Agreement shall  
59 take precedence unless both parties agree to other terms.

60 The Charter School agrees that violation of a specific material provision of this Agreement is conclusive  
61 proof that the Charter School has violated the conditions of the charter within the meaning of EC §  
62 47607(c)(1). The Charter School further agrees that it waives any right to argue that this Agreement is  
63 not enforceable or that violation of this Agreement is not a violation of the charter in any court,  
64 administrative body, or before a mediator or arbitrator in any matter involving this charter.

## 65 **TERM OF AGREEMENT**

66 This Agreement shall commence on the date upon which it is fully executed by all parties and shall  
67 cover the term of the charter. This Agreement between LACOE and the Charter School is inclusive of  
68 Attachments A through **D**.

69 Any modification of this Agreement must be in writing and executed by duly authorized representatives  
70 of the parties.

- 71 1. The duly authorized representatives of the Charter School are the governing board president,  
72 CEO/Director or Principal of the Charter School or designee.
- 73 2. The duly authorized representative of the County Board is the County Superintendent of  
74 Schools or designee. For purposes of material revision/amendments to the charter, such  
75 revisions/amendments may only be made upon the approval of the Charter School's governing  
76 board, and will take effect only if approved by the County Board.

77 This Agreement shall be reviewed at least annually and may be amended or augmented by addendum  
78 at any time with mutual agreement. In the case of changes in law or County Board policy, the County  
79 Board and the Charter School reserve the right to request modifications to this Agreement. Such  
80 modifications, if agreed upon, shall be included as Addenda to this Agreement. Failure to reach

Revised March 2016

81 agreement on required changes to the Agreement which result in a violation of law will result in  
 82 termination of the Agreement and lead to termination or revocation of the charter. The approved  
 83 Agreement (including any subsequent addenda) shall continue unless modified in writing. If the Charter  
 84 School becomes non-operational for any reason, this Agreement (including any addenda) shall remain  
 85 in effect until closure procedures have been completed. The term of the charter automatically expires if  
 86 the Charter School becomes non-operational, because of non-renewal, revocation, or closure.

## 87 **TERM OF THE CHARTER**

88 The Charter School is a public school that is or shall be operating pursuant to a charter (hereinafter the  
 89 "charter"). On Month Date, Year, the County Board took action to approve the charter contingent upon  
 90 the conditions specified in its action (Attachment D). Any condition of authorization that was not met  
 91 through revision of the Charter may be addressed in this Agreement.

- 92 • The Charter School shall operate as a classroom based and/or nonclassroom-based charter  
 93 school within the geographic boundaries of NAME OF DISTRICT in the county of Los Angeles  
 94 in accordance with EC § 47605 and/or EC § 47605.1 as applicable.
- 95 • The Charter School shall serve grades X-XX and shall have an approximate enrollment of TO  
 96 BE SPECIFIED BASED ON THE CHARTER.
- 97 • The Charter School will commence its first year of operation between July 1 and September 30,  
 98 20XX (Not applicable for renewals).
- 99 • The Charter School shall have a NUMBER (X) year term to expire on June 30, Year. The  
 100 provisions of the charter and the Agreement shall be aligned.

101 The Charter School shall be responsible for all the functions of a charter school subject to applicable  
 102 statutes, the terms and conditions set forth in the charter, and this Agreement.

103 The County Board reserves the right to approve material revisions to the charter as authorized and/or  
 104 revoke the charter as specified in EC § 47607.

105 This Agreement is subject to termination during its term as specified by law or as set forth in this  
 106 Agreement.

## 107 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

108 The Charter School will be/is operated by Name of Nonprofit, a nonprofit public benefit corporation,  
 109 formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corporations Code §  
 110 5110 et seq.) (Unless the charter is operated by another entity or LACOE, in which case the following  
 111 sentence may need to be amended). The Charter School is a separate legal entity and neither the  
 112 County Board nor LACOE is liable for the debts and obligations of the Charter School so long as the  
 113 County Board has provided oversight in accordance with EC § 47604(c). The County Board reserves  
 114 the right to appoint a single representative to the Charter School's Board of Directors pursuant to EC  
 115 47604(b). The Charter School shall use all revenue received from state and federal sources only for the  
 116 educational services specified in the charter and this Agreement for the benefit of the students enrolled  
 117 in and attending the Charter School. Other sources of funding must be used in accordance with  
 118 applicable state and federal statutes, and the terms or conditions of any grant or donation.

### 119 **1.1 Organization**

120 The Charter School shall have a phone number and e-mail address posted on its website and shall  
 121 update the posting immediately whenever the information changes. The Charter School's website shall  
 122 also identify the authorizing entity as the Los Angeles County Board of Education. Prior to opening,  
 123 annually and upon revision, the Charter School shall provide LACOE with the following information in  
 124 accordance with Attachment C, Reporting Timeline, and as updated:

Revised March 2016

- 125 • Contact information, including phone numbers, official addresses and e-mail addresses for the  
126 principal contacts for the Charter School and ensure that this information is kept current.
- 127 • Organization chart displaying relationship between governing board and the Charter School  
128 leadership.
- 129 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's  
130 directors, officers, and administrators, and **provide resumes for the new individuals**.

### 131 **1.2 Governing Board Establishment**

132 Prior to opening, annually, and upon revision, the Charter School shall provide to LACOE the following  
133 information; the Charter School shall also have the information posted on its website at all times the  
134 Charter School is operational and shall update the information within 30 days of any changes:

- 135 • Articles of Incorporation
- 136 • Bylaws approved by the governing board
- 137 • Conflict of Interest Policy
- 138 • Roster and resumes of current governing board members

139 The Charter School shall provide to LACOE's Director of Internal Audit and Analysis, (who serves as  
140 the filing officer), annually (except where noted otherwise in Attachment C, Reporting Timeline) and as  
141 updated Assuming Office, Leaving Office, and Annual Filings for the Statement of Economic Interests,  
142 Form 700 for all designated filers pursuant to the Conflict of Interest Code of the Los Angeles County  
143 Office of Education in a timely manner as follows:

- 144 • Assuming Office Statements (i.e., Form 700) – within 30 calendar days of a designated filer  
145 assuming the responsibilities for the Charter School for the position the designated filer is  
146 submitting a Form 700.
- 147 • Leaving Office Statements (i.e., Form 700) – within 30 calendar days of a designated filer no  
148 longer having responsibilities for the Charter School for the position the designated filer  
149 submitted an Assuming Office Form 700; and
- 150 • Annual Statement – by the annual deadline established by the Fair Political Practices  
151 Commission each year, which is typically April 1<sup>st</sup>.

### 152 **1.3 Governing Board Activities**

153 A. Calendar: The Charter School shall provide an annual calendar of regular meetings of the governing  
154 board, including a description of how students, parents, and community members shall be notified of  
155 meetings.

156 B. Governing Board Meetings: The governing board of the Charter School shall conduct public  
157 meetings included on the annual calendar at such intervals as are necessary to ensure that the board is  
158 providing sufficient direction to the Charter School through implementation of effective board policies  
159 and procedures. Governing board meetings shall be conducted in keeping with the requirements of the  
160 Ralph M. Brown Act (Government Code § 54950 - 54962). Governing board adopted policies, meeting  
161 agendas and minutes shall be maintained and available for public inspection and during site visits. For  
162 all regular and special meetings of the governing board and all standing committee meetings, the  
163 Charter School shall provide LACOE with written notification of the meeting, including a copy of the  
164 posted agenda, and shall be posted on the Charter School's website no less than 72 hours prior to a  
165 regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain  
166 a description of where the agenda was posted and that the meeting is held in compliance with the  
167 Americans with Disabilities Act.

168 Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio  
169 recording of the meeting and all materials provided to the governing board by its administration,

Revised March 2016

170 contractors, or the public including approved previous meeting minutes. Once approved by the Charter  
 171 School's governing board, the Charter School shall provide LACOE with a copy of the minutes of the  
 172 meeting within ten (10) calendar days. All policies, policy changes, and approved meeting minutes shall  
 173 be posted on the Charter School's website no more than 30 days after each meeting.

174 C. Brown Act Training: The Charter School shall provide Brown Act training to its governing board  
 175 members and administrative staff **prior** to the execution of any duties. The Charter School shall certify  
 176 to LACOE annually or after any changes in governing board members or administrative staff that the  
 177 Brown Act training was provided.

178 D. Governing Board Policies: Prior to opening, the governing board shall develop and adopt policies  
 179 and procedures to guide the operation of the Charter School, including but not limited to, policies in the  
 180 following areas. The policies shall comply with law and be aligned to the approved charter. A copy of  
 181 these policies and procedures shall be submitted to LACOE no less than 30 days prior to opening,  
 182 annually, and upon revision. All policies and procedures are subject to review during site visits. Policies  
 183 identified with an asterisk shall be posted on the Charter School's website at all times the Charter  
 184 School is operational; the website will be updated within 30 days of any revision.

185 • \*Conflicts of Interest Policy: If it has not already done so for the current year, at the first meeting  
 186 of the Charter School's governing board, following receipt of the MOU and each July thereafter,  
 187 the Charter School's governing board shall: (1) adopt a conflict of interest policy, including  
 188 provisions related to nepotism, for itself and the Charter School's employees and contractors to  
 189 ensure that no action taken by an individual or organization covered by the policy results in  
 190 actual or apparent conflicts of interest; (2) provide verification that all board members and  
 191 designated Charter School management employees (i.e., Form 700 filers) have participated in  
 192 conflict of interest training; and (3) take action to comply with the Political Reform Act and its  
 193 implementing regulations, including adoption of the Conflict of Interest Code of the Los Angeles  
 194 County Office of Education. *Where the filing requirements for the authorizing entity and the*  
 195 *Charter School are discrepant with regard to designated filing positions and/or assigned*  
 196 *disclosure categories, the requirements of the authorizing entity shall prevail.* The Charter  
 197 School shall follow the Political Reform Act, the California Corporation Code, and IRS  
 198 regulations.

199 • \*Internal Fiscal Control Policies: The Charter School shall develop and maintain internal fiscal  
 200 control policies governing all financial activities that are approved by the governing board. **The**  
 201 **charter school shall submit these policies to LACOE no later than 30 days** prior to opening  
 202 **and within 10 days of governing board approval** whenever the policies are revised

203 • Adherence to County Board of Education Policy and Regulation: At the first governing board  
 204 meeting of the Charter School following receipt of the MOU and each July thereafter, the  
 205 governing board of the Charter School shall review and acknowledge in its board minutes that it  
 206 shall adhere to all policies and regulations pertaining to charter schools that have been adopted  
 207 by the Los Angeles County Board of Education and Superintendent, as long as the policies do  
 208 not conflict with Education Code. All new and/or revised policies and procedures will be posted  
 209 on the Charter School's website no more than 14 days after their adoption. Updated policies  
 210 and regulations are available to the Charter School on our website [www.lacoe.edu](http://www.lacoe.edu).

211 • Criminal Background Check Policies: These policies shall set the school's standards for  
 212 employment, volunteering, vendors, and contractors.

213 • \*Educational and Admissions Policies: These policies include admissions, enrollment, and  
 214 lottery process; electronic device use; special education; homeless and foster youth;  
 215 independent study; requirements for graduation and for the Certificate of Completion (as  
 216 applicable)<sup>2</sup>.

<sup>2</sup> If these policies are incorporated into documents that are posted on the Charter School's website, the posting of those documents is sufficient, it is the Charter School's responsibility to identify the document location.

Revised March 2016

- 217 • *\*Uniform Complaint Procedures:* Uniform Complaint Procedures (UCP), approved by the  
 218 Charter School's governing board, shall be posted at all of the Charter School's sites, in a place  
 219 available for public viewing and on its website. Complaint procedures shall identify the Los  
 220 Angeles County Board of Education as the authorizer, and provide the telephone number to the  
 221 LACOE Charter School Office and the LACOE website ([www.lacoe.edu](http://www.lacoe.edu)).
- 222 • *\*Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,  
 223 immunization requirements, for providing emergency medical services, establishing the Section  
 224 504 Accommodation Plan.
- 225 • *\*Comprehensive School Safety Policies:* Policies that provide for a safe learning environment  
 226 for all pupils. Policies shall include but are not limited to those areas specified and/or associated  
 227 with EC 32280-32289, as described in Section 1.4(B) of this document.
- 228 • *\*Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to  
 229 ensure it complies with law and is aligned with the Charter School's board-approved policies  
 230 and authorized charter. The governing board shall ensure that it is distributed in hard copy to all  
 231 families each year, to new enrollees during registration, and upon request, and that it is at all  
 232 times available online. At a minimum, the handbook shall include detailed expectations for  
 233 student attendance, behavior, and discipline, including policies and consequences for bullying  
 234 and harassment, due process rights related to discipline (including suspension, expulsion, and  
 235 special education), and should include policies regarding dress code, student fees and field  
 236 trips, and the school calendar and bell schedule. Also, a description of complaint procedures  
 237 that parents may pursue in the event of disagreements, Independent Study and graduation  
 238 and/or Certificates of Completion requirements. An annual parent meeting shall be held to  
 239 inform parents regarding policies. The handbook shall be translated into language(s) most  
 240 represented in the Charter School.
- 241 • *\*Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it  
 242 complies with law and is aligned with the Charter School's board-approved policies and  
 243 authorized charter. The governing board shall ensure that it is distributed in hard copy to each  
 244 employee at the time of their hire and each year at the beginning of the school year. At a  
 245 minimum, the handbook shall include detailed expectations for standard rules of behavior,  
 246 employee performance, employee problem solving, due process rights of employees related to  
 247 disciplinary actions including termination, compensation and benefit information, and a  
 248 description of both formal and informal complaint procedures, discrimination and harassment,  
 249 workplace security, drug and alcohol policies, at-will employment (if applicable), confidentiality,  
 250 electronic communications, family and medical leave and employee benefits.
- 251 Amendments to the employee handbook may be made and distributed to employees by the  
 252 Charter School during the year. A copy of the handbook may be reviewed during site visits.

#### 253 1.4 Administration

- 254 A. Enrollment and Admissions Documentation: The Charter School shall maintain on file and provide to  
 255 LACOE upon request the following information:
- 256 • Descriptions of outreach and recruitment activities that have been conducted to reach target  
 257 populations as described in the charter
- 258 • Procedures for application, enrollment, admission, wait listing and lotteries for placement  
 259 (enrollment preferences) as described in the charter
- 260 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of  
 261 operation
- 262 • Copy of application and enrollment forms and information provided to prospective families

Revised March 2016

- 263 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers  
264 described in the charter
- 265 • Evidence that each student is a resident of California in accordance with EC § 47612
- 266 • For students over 18, evidence that each student has been continuously enrolled (no break in  
267 enrollment greater than 20 school days) in an educational program and is making satisfactory  
268 progress toward completion of a high school diploma
- 269 B. Health and Safety Plans: Prior to opening, annually, and upon revision, the Charter School shall  
270 provide to LACOE, and have posted on the Charter School's website, a copy of its Health and Safety  
271 Plans as follows:
- 272 • A copy of its health plan for students and employees including policies and procedures related  
273 to absences, illness, medications, blood borne pathogens, immunization requirements, plan for  
274 providing emergency medical services, establishing a Section 504 Accommodation Plan, and  
275 health/mental health services available at and/or through the Charter School.
- 276 • A copy of its Comprehensive School Safety Plan that addresses all components of EC § 32280-  
277 32289.
- 278 • Student Discipline including a list of offenses for which students may be given detention, or may  
279 and must be suspended or expelled, the procedures for suspension or expulsion, procedures by  
280 which parents and students shall be informed about reasons for suspension or expulsion, and of  
281 their due process rights in regard to the disciplinary action.
- 282 • Campus Supervision and Visitors including supervision of students before and after school,  
283 while on campus, and student drop-off and pick-up; policies related to visitors on campus,  
284 entering and leaving the campus.
- 285 • Child Abuse Reporting including procedures consistent with Article 2.5 (commencing with  
286 Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code. The policy should include a  
287 timeline for the annual training of mandated reporters and the process to be used by staff for  
288 reporting suspected child abuse to the appropriate authorities.
- 289 • Teacher Notification of Dangerous Students including procedures to be used to notify teachers  
290 of dangerous pupils pursuant to EC 49079.
- 291 • Discrimination and Harassment consistent with the prohibition of discrimination contained in EC  
292 Part 1, Chapter 2 (commencing with section 200). The policy should include how the information  
293 will be communicated to stakeholder groups and how related complaints may be filed.
- 294 • Dress Code including school-wide dress code, pursuant to EC 35183, that prohibits pupils from  
295 wearing "gang-related apparel" or other items that, if worn on a school campus, could be  
296 reasonably determined to threaten the health and safety of the school environment.
- 297 • Safe and Orderly Environment including procedures designed to ensure a safe and orderly  
298 environment conducive to learning at the school in accordance with EC § 32282(a)(2)(H).
- 299 • Code of Conduct for all students clearly stating the responsibilities of students, teachers, and  
300 administrators in maintaining a classroom environment that allows a teacher to communicate  
301 effectively with all students in the class, allows all students to learn, has consequences that are  
302 fair and age-appropriate, considers the student and circumstances and is enforced accordingly.
- 303 • Anti-Bullying including procedures aimed at the prevention of bullying, including cyber bullying,  
304 to be developed in accordance with AB 9 and that include clear procedures for reporting  
305 incidents of bullying or harassment.
- 306 • Disaster/Emergency Response Plan including the protective measures and procedures to be  
307 followed in the event of a natural disaster or other incident that threatens the health and safety

Revised March 2016

308 of students and staff (ex. earthquake, fire, bomb threat or intruders on campus). Procedures  
 309 should include accommodations for pupils with disabilities and information to parents on the  
 310 student release process.

311 The section of the plan that addresses intruders on campus, bomb threats and other information  
 312 that would compromise the Charter School's security **should not** be included in the website  
 313 posting.

- 314 • Evidence that staff has been trained in health, safety, and emergency procedures.
- 315 • A calendar of emergency drills for students.

316 The Charter School shall provide training for staff in responding to emergencies and conduct routine  
 317 emergency response drills for its students.

318 C. Notice to Parents/Guardians: Annually, the Charter School shall provide to LACOE a copy of the  
 319 annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights  
 320 and Privacy Acts (FERPA).

321 If the Charter School receives Title I funding, parent notice shall provide information regarding the  
 322 federal Every Student Succeeds Act (ESSA), including the right to request and receive essential  
 323 information about the professional and qualifications of the teacher(s) instructing their child.

324 ***At all times the Charter School is operational, it shall post on its website and in the school's***  
 325 ***office(s), a notice that the Charter School is authorized by the Los Angeles County Board of***  
 326 ***Education and the contact telephone number for the Los Angeles County Office of Education,***  
 327 ***Charter School Office.***

328 D. Family Educational Rights and Privacy Act (FERPA): Employees of the Charter School who have a  
 329 legitimate educational interest are entitled to access students education records under 20 U.S.C.A. §  
 330 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC § 49076(b)(6). The Charter  
 331 School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that  
 332 LACOE has an educational interest in the educational records of the Charter School such that LACOE  
 333 shall have access to those records for reasons that include, but are not limited to, records requests,  
 334 complaints, and school closure. Records at a minimum, shall include emergency contact information,  
 335 health and immunization data, attendance summaries, and academic performance data from the  
 336 statewide student assessments required pursuant to EC §§ 60605 and 60851.

337 E. Criminal Record Summaries:

- 338 • Department of Justice (DOJ) Clearance: Prior to hiring any employee, the Charter School must  
 339 obtain an Originating Agency Identifier (ORI) and receive approval of its designated Custodian  
 340 of Records from the DOJ for the purposes of processing all school employees for DOJ  
 341 clearance. Obtaining an ORI cannot be done prior to having obtained a school location.
- 342 • All employees of the Charter School, parent and non-parent volunteers who will be performing  
 343 services that are not under the direct supervision of a certificated teacher, and onsite vendors  
 344 and contractors having unsupervised contact with students shall submit to background checks  
 345 and fingerprinting in accordance with EC §§ 44237 and 45125.1. The Charter School shall  
 346 maintain documentation, and provide to LACOE upon request, that all employees, volunteers,  
 347 and vendors (as applicable) have clear criminal records summaries prior to their having any  
 348 unsupervised contact with students. The Charter School shall maintain on file and have  
 349 available for inspection during site visits, evidence that the Charter School has performed  
 350 criminal background checks for all employees and volunteers (as applicable) and  
 351 documentation that vendors have conducted required criminal background checks for their  
 352 employees prior to any unsupervised contact with students. The Charter school shall provide  
 353 certification to LACOE that all employees and volunteers/vendors (as applicable) have cleared a  
 354 criminal background check prior to any unsupervised contact with students.



Revised March 2016

- 355 • Any visitor to the Charter School shall wear an appropriate identification badge while at the  
356 Charter School.

357 F. Data Reporting: The Charter School shall directly report data to the California Department of  
358 Education (CDE) meeting all required deadlines. These reporting engines include, but are not limited to,  
359 the California School Information Service (CSIS), the California Longitudinal Pupil Achievement Data  
360 System (CALPADS), the Consolidated Application (ConApp), and the CDE charter school database.

361 Some of the specific documents to be submitted are as follows:

- 362 • Charter School Annual Information Survey
- 363 • Local Educational Plan (LEA) Plan
- 364 • Federal Cash Management
- 365 • Consolidated Application

366 A copy of the Consolidated Application, as approved by the school's governing board, and sent to CDE,  
367 shall be submitted to the Charter School Office annually and upon revision.

368 G. The School Accountability Report Card (SARC): On or before the date determined by the CDE each  
369 year, the Charter School shall post its SARC on the Charter School's website. The Charter School may,  
370 but is not required to, use the template developed by the CDE and available  
371 at <http://www.cde.ca.gov/talac/sa> as a guide. The Charter School shall include all elements as  
372 determined by the CDE. If the Charter School does not maintain a school website, it shall print and  
373 make copies of the SARC available to parents and other members of the community and provide CDE  
374 with a copy of the SARC to post on its website. If the Charter School posts the SARC on its website,  
375 and receives a request for a copy, it shall provide the copy at no charge.

376 H. Insurance and Risk Management: Before any individuals are employed, or property or facilities are  
377 acquired or leased, the Charter School shall procure from an insurance carrier licensed to do business  
378 in the State of California, or shall otherwise participate in a Joint Powers Authority (JPA) or other self-  
379 insurance pool consistent with Government Code § 6528 and keep in full force during the term of the  
380 charter, no less than the following insurance coverage:

- 381 • Commercial General Liability, including Fire Legal Liability (Fire Legal Liability is only required  
382 for rented premises the tenant occupies), coverage of \$5,000,000 per Occurrence and in the  
383 Aggregate. The policy shall be endorsed to name the Los Angeles County Office of Education  
384 and the County Board of Education ("County Board") as named additional insured and shall  
385 provide specifically that any insurance carried by the District which may be applicable to any  
386 claims or loss shall be deemed excess and the Charter School's insurance shall be primary  
387 despite any conflicting provisions in the Charter School's policy. Coverage shall be maintained  
388 with no Self Insured Retention above \$15,000 without the prior written approval of the Office of  
389 Risk Management for the LACOE.
- 390 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code  
391 adequate to protect the Charter School from claims that may arise from its operations pursuant  
392 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation  
393 Insurance coverage must also include Employers Liability coverage with limits of  
394 \$1,000,000/\$1,000,000/\$1,000,000.
- 395 • Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with  
396 limits of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not  
397 operate a student bus service. If the Charter School provides student bus services, the required  
398 coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- 399 • Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School  
400 employees who handle, process or otherwise have responsibility for Charter School funds,

Revised March 2016

401 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per  
402 occurrence, with no self-insured retention.

403 • Professional Educators Errors and Omissions liability coverage with minimum limits of  
404 \$3,000,000 per occurrence and \$3,000,000 general aggregate.

405 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and  
406 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by  
407 endorsement in the Commercial General Liability or the Errors and Omissions Policy.

408 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and  
409 \$3,000,000 general aggregate.

410 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

411 Coverage's and limits of insurance may be accomplished through individual primary policies or through  
412 a combination of primary and excess policies. The policy shall be endorsed to name the Los Angeles  
413 County Office of Education and the County Board of Education as named additional insured's and **shall**  
414 **provide specifically that any insurance carried by LACOE which may be applicable to any**  
415 **claims or loss shall be deemed excess and the Charter School's insurance shall be primary**  
416 **despite any conflicting provisions in the Charter School's policy.**

417 The Charter School shall provide evidence of insurance coverage to LACOE prior to opening, annually  
418 and upon revision, its insurance carrier(s) and inform LACOE immediately if the coverage becomes  
419 inoperative for any reason. LACOE may request to see evidence of insurance coverage during site  
420 visits.

421 Certificates of insurance shall be mailed to:

422 Los Angeles County Office of Education  
423 Insurance Compliance  
424 P. O. Box 12010-LA  
425 Hemet, CA 52546-8010

426 In addition, the Charter School shall institute risk management policies and practices to address  
427 reasonably foreseeable occurrences and provide LACOE with evidence of such policies and practices  
428 on an annual basis.

429 The Charter School shall hold harmless, defend, indemnify, and name on the Certificate of Insurance  
430 as additional insureds the County Board, LACOE, its officers, agents, employees, and volunteers, from  
431 every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2)  
432 any injury to person or property sustained by any person, firm, or corporation caused by any act,  
433 neglect, default, or omission of the Charter School, its officers, employees or agents. In cases of such  
434 liabilities, claims, or demands, the Charter School at its own expense and risk shall defend all legal  
435 proceedings which may be brought against it and/or the County Board, LACOE, its officers,  
436 agents, -employees, and volunteers, and satisfy any resulting judgments up to the required amounts  
437 that may be rendered against any of them. Certificates of insurance and policies shall name the County  
438 Board, LACOE, its officers, agents, employees, and volunteers, as additional insureds with respect to  
439 any potential tort liability irrespective of whether such potential liability might be predicted on theories of  
440 negligence, strict liability, or products liability. The certificates and endorsements are to be signed by a  
441 person employed and authorized by the insurer to bind coverage on its behalf and shall specifically  
442 reference this Contract. The certificates of insurance and endorsements are to be received by LACOE  
443 within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require  
444 complete, certified copies of all required insurance policies at any time.

445 I. Exclusive Employer: The Charter School is deemed the exclusive employer of the employees of the  
446 Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government

Revised March 2016

447 Code § 3540, et seq. The Charter School shall have sole responsibility for employment, management,  
448 dismissal, and discipline of its employees.

449 J. Employee Contracts or Agreements: Prior to opening, annually, and upon revision, the Charter  
450 School shall provide to LACOE a sample copy of the employee contract that, at a minimum, states that  
451 the Charter School is the exclusive employer of employees and has sole responsibility for employment,  
452 management, dismissal, and discipline of its employees. Employee contracts, for each type of  
453 employee, shall be available for review by LACOE upon request.

454 K. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel:  
455 Biannually in October and February, in accordance with Attachment C, Reporting Timeline, the Charter  
456 School shall provide to LACOE an all Staff Information List (certificated and non-certificated personnel)  
457 and documentation that all teachers hold a Commission on Teacher Credentialing certificate, permit, or  
458 other document equivalent to that which teachers in other public schools are required to hold, except as  
459 otherwise exempted by The Charter Schools Act.

460 The Charter School shall adhere to all provisions of employment laws applicable to charter schools  
461 including, but not limited to, EC § 47612.5(e)(1) which states: "Notwithstanding any other provision of  
462 law, and as a condition of apportionment, "classroom-based instruction" in a charter school, for the  
463 purposes of this part, occurs only when charter school pupils are engaged in educational activities  
464 required of those pupils and are under the immediate supervision and control of an employee of the  
465 school who possesses a valid teaching certification in accordance with subdivision (l) of Section  
466 47605."

467 L. Specific Roles to be Identified:

- 468 • School Accountability Report Card (SARC) Coordinator - To ensure timely receipt of important  
469 SARC information, it is the Charter School's responsibility to register and/or update the contact  
470 information for a school employee who will assume the responsibilities of SARC Coordinator on  
471 the California Department of Education's (CDE) Accountability Report Card Listserv web page.  
472 This is a user managed unrestricted listserv available to the public.
- 473 • Accountability (Testing) Coordinator - Coordinates and supervises implementation and  
474 administration of federal testing programs, statewide testing programs, state field testing and  
475 sample testing, and local group testing programs. It is the Charter School's responsibility to  
476 name a school employee who will manage, coordinate, identify, organize and distribute  
477 materials and ensure fidelity to the requirements of testing and ensure that all testing  
478 information is properly reported.
- 479 • Custodian of Records - Person responsible for processing, reviewing and maintaining DOJ  
480 clearance records. The individual must receive approval to fulfill this role from the DOJ.
- 481 • Homeless Liaison - Individual responsible to act as point of contact for families as required by  
482 federal law: 42 USC § 11432 (g)(1)(J)(ii).

483 M. Business Services, Education Management, and Vendor Contracts: If within the term of the charter,  
484 the Charter School contracts with a vendor to provide business services including but not limited to  
485 payroll, accounting and budgeting, attendance accounting, fiscal reporting, contract management, or  
486 purchasing, the Charter School must provide LACOE a copy of the agreement that specifies the exact  
487 services to be provided and their cost, the term of the contract and the Charter School's provisions for  
488 monitoring the contract to ensure compliance with the contract and quality of service. **The charter  
489 school shall submit all contracts to LACOE no later than 30 days prior to opening and within 10  
490 days of governing board approval whenever a new contract is entered into or revised.**

491 N. Management Contracts: **Prior** to entering into a new or revised contract with an education or charter  
492 management organization (EMO/CMO), the Charter School shall provide LACOE with the following:

- 493 • A draft of the proposed management contract.

Revised March 2016

- 494 • A recent corporate annual report and audited financial statements for the EMO/CMO.
- 495 • A description of the EMO/CMO's roles and responsibilities for the management of the Charter.
- 496 • School and the internal controls that shall be put in place to guide the relationship.
- 497 • A list of other charter schools managed by the EMO/CMO and the academic and operational
- 498 results of such management.
- 499 • A list of and background on the EMO/CMO's leaders and board of directors.
- 500 • A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that
- 501 none of the principals of either the EMO/CMO or the Charter School have conflicts of interests.

502 The County Board considers entering into a contract with an EMO/CMO not identified in the charter to  
 503 be a material revision to that charter. The County Board shall review and approve any charter school  
 504 management contracts prior to the Charter School entering into the contract. (See Section 4.1 Material  
 505 Revision to Charter)

506 O. Facilities: No later than 60 days prior to the opening of school or the occupying or re-occupying of a  
 507 facility or site, including learning centers, satellite facilities, administrative offices, and/or other facilities  
 508 used by the Charter School, the Charter School shall provide evidence that the facility is/will be  
 509 adequate for the Charter School's needs.

- 510 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in  
 511 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility,  
 512 or in a facility to be occupied under any other arrangement.
- 513 • Prior to signing any lease or similar document, the Charter School will ensure compliance with  
 514 EC § 17215 regarding sites located near runways or potential runways.
- 515 • The Charter School will provide a written signed Agreement (lease or other similar document)  
 516 indicating the Charter School's right to use the principal school site and any ancillary facilities  
 517 identified by the Charter School for the first year of the School's operation and upon any  
 518 change.
- 519 • Prior to opening a site or before an existing school may occupy a new or different facility,  
 520 LACOE will conduct a site review to determine that the facilities are clean, safe, Americans with  
 521 Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The  
 522 Charter School may not operate in the facility until the County Board has granted approval to do  
 523 so. Section 1.4 N of this Agreement describes the pre-opening site visit process and  
 524 requirements.
- 525 • At all times it is operational, the Charter School shall maintain on file, post as required, and  
 526 furnish upon request, certification that its facility or facilities is/are located at a site or sites zoned  
 527 and/or permitted for operation of a charter school (grades operated by Charter School) and has  
 528 been cleared for use as a charter school by all appropriate local authorities (EC § 47610(d)).  
 529 The facility shall meet all applicable fire marshal clearances, certificates of occupancy, signed  
 530 building permit inspections, and approved zoning variances. The Charter School cannot exempt  
 531 itself from applicable/local zoning or building code ordinances.
- 532 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,  
 533 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding  
 534 timely submission of such a request to the district. LACOE will conduct a pre-opening site  
 535 review to approve any facilities allocated to the school by the district.
- 536 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the  
 537 Charter School's needs, is safe, and complies with all applicable codes, laws, and ordinances.  
 538 The school will be expected to make any required corrections identified by the facilities  
 539 inspection team within a timeframe that is commensurate with the violation, or concern.

Revised March 2016

- 540 • Once open, a Charter School may change facilities only with prior approval of the County Board.
- 541 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days
- 542 notification of any change in facilities in order for LACOE to conduct a site visit prior to students
- 543 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities
- 544 necessitated by fire or natural disaster), LACOE may waive the pre-opening site visit.

## **SECTION 2: EDUCATIONAL PERFORMANCE**

### **2.1 Adherence to the Eight Areas of State Priority**

547 The Charter School must recognize the importance of ensuring all students, including all student

548 subgroups, unduplicated students, and students with exceptional needs have attained the skills,

549 knowledge, and attitudes specified in the school's educational program. To ensure success, a

550 description of annual goals to be achieved in the following eight State Priorities as they apply to the

551 grade levels served, or the nature of the program operated, by the Charter School.

	<b>State Priority</b>	<b>Description</b>
1	Basic Services	The degree to which teachers are appropriately assigned (EC § 44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (EC § 60119), and school facilities are maintained in good repair (EC § 17002(d)).
2	Implementation of Common Core State Standards	Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency
3	Parental Involvement	Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation
4	Student Achievement	Pupil achievement, as measured by all of the following, as applicable: <ol style="list-style-type: none"> <li>a. CA Measurement of Academic Progress and Performance statewide assessment</li> <li>b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</li> <li>c. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</li> <li>d. EL reclassification rate</li> <li>e. Percentage of pupils who have passed an AP exam with a score of 3 or higher</li> <li>f. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (EC § 99300 et seq.) or any subsequent assessment of college preparedness</li> </ol>
5	Student Engagement	Pupil engagement, as measured by all of the following, as applicable: <ol style="list-style-type: none"> <li>a. School attendance rates</li> <li>b. Chronic absenteeism rates</li> <li>c. Middle school dropout rates (EC § 52052.1(a)(3))</li> <li>d. High school dropout rates</li> <li>e. High school graduation rates</li> </ol>
6	School Climate	School climate, as measured by all of the following, as applicable: <ol style="list-style-type: none"> <li>a. Pupil suspension rates</li> <li>b. Pupil expulsion rates</li> <li>c. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</li> </ol>
7	Course Access	The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM- eligible, or foster youth; EC § 42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 1-6: English, mathematics, social sciences, science, visual and performing

Revised March 2016

	State Priority	Description
		arts, health, physical education, and other as prescribed by the governing board. (EC § 51210) Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (EC § 51220(a)-(i))
8	Other Student Outcomes	From the subject areas described above in "Course Access" (or #7), as applicable.

552 The Local Control and Accountability Plan (LCAP) and annual update template shall be used to provide  
 553 details regarding the charter school's actions and expenditures to support pupil outcomes and overall  
 554 performance. The Charter School is expected to describe goals and specific actions to achieve those  
 555 goals for all pupils and each subgroup of pupils identified in EC § 52052, including pupils with  
 556 disabilities for each of the state priorities that apply for the grade levels served, or the nature of the  
 557 program operated by the Charter School. The Charter School may identify additional school priorities,  
 558 the goals for the school priorities and the specific annual actions to achieve those goals.

## 559 2.2 Academic Performance

560 Academic Standards are the **benchmarks** of quality and excellence in education. Benchmarks indicate  
 561 the interim steps a student will take to reach an annual goal or objective. The benchmarks serve as a  
 562 measurement gauge to monitor a student's progress and to determine if the student is making sufficient  
 563 progress towards attaining those goals.

564 It will be the responsibility of the Charter School to submit to the LACOE, in a timely manner, the results  
 565 of the academic performance of the students, biannually. The results shall be provided for both English  
 566 Language Arts and Mathematics. Those results should provide the comparison of the students from  
 567 their baseline assessment to their mid-year and then to their end of year results.

- 568 • Mid-Year: mid-point of the fall semester or end of first trimester.
- 569 • End-of-year: mid-to-end of spring semester, end-of-second trimester or mid-third trimester.

570 This data must be submitted electronically in a format easily read by LACOE staff. In submitting  
 571 benchmark school specific data, the Charter School must address how the students are progressing  
 572 towards the measurable pupil outcomes written in the charter.

## 573 2.3 Educational Program

574 At all times it is operational the Charter School shall have available the information listed below. The  
 575 information shall be submitted to LACOE prior to opening, whenever updated, and upon request:

- 576 • Scope and sequence for all subjects to be offered by the Charter School during the school year  
 577 and during any supplemental instruction offering.
- 578 • The complete educational program for students to be served during the first year and each  
 579 subsequent year of operation including, but not limited to:
  - 580 (1) A description of the curriculum and identification of the basic instructional materials to be  
 581 used.
  - 582 (2) Plans for professional development for instructional personnel who will deliver the  
 583 curriculum and use the instructional materials, including agendas, topics to be covered,  
 584 and speakers.
  - 585 (3) Results of interim/benchmark assessments used to evaluate student specific progress  
 586 during the school year in addition to the results of the Standardized Testing and Reporting  
 587 (STAR) program in evaluation of student progress.
  - 588 (4) If a high school, the University of California course descriptions submitted to UC Doorway  
 589 (<http://www.ucop.edu/doorwav/>).

Revised March 2016

- 590 (5) The Charter School's annual calendar for the school year that includes the number of  
591 instructional days (minimum 175 days or as required by law), the annual instructional  
592 minutes, minimum or early release days, holidays, board recess days, and professional  
593 development days.
- 594 (6) Daily bell schedule for site-based programs that includes any passing time, breaks or  
595 recess, lunch breaks, before and after school activities.
- 596 (7) Designation of any nonclassroom-based instructional days.
- 597 (8) Sample student contracts, description of frequency of contact with teachers, pupil/teacher  
598 ratios, and description of how student work will be evaluated for time value for  
599 nonclassroom-based programs (if applicable).
- 600 (9) Initial and mid-term (as appropriate) Western Association of Schools and Colleges  
601 (WASC) accreditation self-study and visiting committee reports (if the school seeks such  
602 accreditation).
- 603 (10) The Charter School's Single Plan/Single School District Plan (if applicable).

#### 604 **2.4 Student Achievement Plan<sup>3</sup>**

605 The Charter School shall not be required to submit a Student Achievement Plan if it has met its LCAP  
606 goals both school-wide and by significant subgroups, each year. If the Charter School fails to meet  
607 goals school-wide or by numerically significant subgroups, it shall be required to submit a Student  
608 Achievement Plan to LACOE according to the following dates:

- 609 • October 1 - Draft Student Achievement Plan
- 610 • December 1 - Final Student Achievement Plan

611 If the Charter School is seeking renewal of a charter and has not met its LCAP goals in the prior year, it  
612 shall submit a draft Student Achievement Plan for the future concurrent with the charter renewal  
613 request.

614 The Charter School shall implement its final Student Achievement Plan that sets forth school specific  
615 goals, how progress towards and achievement of each goal shall be measured, and plans for  
616 addressing areas identified as needing improvement. The Student Achievement Plan shall build upon  
617 the assessment measures, educational goals, and student outcomes described in the charter petition,  
618 and shall provide for more stringent assessment measures, educational goals, and student outcomes  
619 than those described in the charter petition. If the final Student Achievement Plan is less stringent than  
620 the charter, this shall be considered a material revision to the charter and shall be subject to County  
621 Board of Education review and approval. The specific requirements of the Student Achievement Plan  
622 are described in Attachment A, Student Achievement Plan Guidelines.

#### 623 **2.5 Annual Report**

624 Beginning with the second year of operation, by December 1 each year, the Charter School shall  
625 submit a written "Annual Report/School Accountability Report Card" (SARC) to the County Board of  
626 Education for the prior year that examines and describes the following:

- 627 • California Assessment of Student Performance and Progress (CAASPP) results both in  
628 aggregate and disaggregated by numerically significant subgroups.
- 629 • Progress made toward each of the educational goals and student outcomes identified in the  
630 charter (Measureable Pupil Outcomes).
- 631 • Evidence that the Charter School is systematically examining student data and using it to drive  
632 decisions regarding curriculum and instruction.

---

<sup>3</sup> This requirement is subject to amendment in accordance with AB 97, EC § 47605.5 and the implementing Regulations.

Revised March 2016

- 633 • Names and results of any additional internal assessments used by the Charter School not  
634 identified in the charter.
- 635 • Plans to address areas identified as needing improvement by the Charter School.
- 636 • Evidence that the Charter School is financially sound based on certain criteria as indicated in  
637 Attachment B, Fiscal Oversight Requirements and Financial Reporting.
- 638 • Other relevant information as determined by LACOE or the County Board.

639 LACOE shall provide the Charter School with a template for completing the Annual Report/SARC each  
640 year. The Charter School shall also be provided with comparison schools.

641 If the Charter School has been required to submit a Student Achievement Plan, it shall address the  
642 following elements in the Annual Report/SARC:

- 643 • Progress made in areas identified where progress falls short of meeting outcomes identified in  
644 the Student Achievement Plan.
- 645 • Professional development provided to further progress on goals described in the Student  
646 Achievement Plan.
- 647 • Progress made on the implementation of changes to curriculum and instructional strategies  
648 identified in the Student Achievement Plan.
- 649 • Identification of targeted funds to support elements of Student Achievement Plan.
- 650 • Specific evidence that the results, as shown in the Annual Report, are targeting improvement in  
651 student achievement, and that the Charter School is financially sound according to the criteria  
652 as set forth in Attachment B, Fiscal Oversight Requirements and Financial Reporting.

653 On or before July 1, 2015, and each year thereafter, the Annual Report shall conform to the  
654 requirements of AB 97 as specified in EC § 47606.5, the implementing Regulations, County Board  
655 Policy and Administrative Regulations. LACOE shall comply with EC § 47606.3 and the implementing  
656 Regulations, County Board Policy and Administrative Regulations with respect to the monitoring,  
657 oversight, technical assistance and revocation.

## 658 **2.6 Oral Report to the Los Angeles County Board of Education**

659 If requested by the County Board, the Charter School shall also participate in presenting an oral report  
660 to the County Board each year. The presentation shall be after December 1 as calendared by the  
661 County Board, typically between January and April. LACOE shall promptly inform the Charter School of  
662 the date when it is calendared.

663 At the discretion of the County Board, the Charter School may be requested to present additional  
664 updates and or reports during the year.

## 665 **2.7 Services for Students with Disabilities**

666 The Charter School shall submit documentation that it is a Local Education Agency (LEA) with a  
667 Special Education Local Plan Area (SELPA) prior to commencing operations and provide a copy of its  
668 SELPA Agreement to LACOE annually.

## 669 **2.8 Annual Assessment of Students**

670 The Charter School shall comply with all state and federal student assessment requirements. The  
671 Charter School shall test independent of LACOE, comply with all requirements of the Educational  
672 Testing Service (ETS), and provide LACOE with an electronic copy of all Student Level Data provided  
673 by ETS within ten (10) days of receipt of the data from ETS.

## 674 **2.9 Independent Study**



Revised March 2016

675 If the Charter School provides instruction through independent study, (whether it is the primary mode of  
676 instruction or it is on an incidental basis), it will comply with all requirements of statute applicable to the  
677 provision of independent study in charter schools, including EC, Part 28, Chapter 5, Article 5.5  
678 (commencing with Section 51745), and applicable regulations.

679 The Charter School may, on a case-by-case basis, use short-term independent study contracts for  
680 students who receive prior approval for absences due to travel or extended illness of three (3) or more  
681 days of duration. Any such independent study will be limited to occasional, incidental instances of  
682 extended absences, and must be fully compliant with all independent study statutes and regulations  
683 applicable to charter schools.

684 The letter from the auditor certifying compliance must be submitted to LACOE *prior* to reporting  
685 independent study ADA at the apportionment reporting periods.

686 A. Instructional Time Requirements: If the Charter School is approved as a site-based school, it must  
687 provide a classroom-based instructional program such that at least 80 percent of the instructional time  
688 offered by the Charter School is at the school site and the Charter School requires the attendance of all  
689 students for at least 80 percent of the minimum instructional time offered. If the Charter School fails to  
690 meet the instructional time requirements, it will be required to file a funding determination in accordance  
691 with EC § 47634.2.

692 B. Calendar and Bell Schedules: No later than June 30, the Charter School will provide to LACOE-  
693 Controller's Office the instructional calendar for the coming year showing all holidays, staff development  
694 days, minimum days, and any other non-instructional days. In addition, the school will provide a daily  
695 schedule of instruction including minimum days and other non-standard day schedules necessary to  
696 compute annual instructional minutes.

697 The calendar and bell schedules will be reviewed to ensure compliance with minimum annual  
698 instructional minutes by grade level per EC § 47612.5.

699 If the Charter School changes or updates its daily schedule, or instructional days, it must provide to  
700 LACOE-Controller's Office evidence of informing parents and guardians at least 30 days in advance of  
701 the changes as well as the updated calendar or daily schedule.

## 702 **SECTION 3: FISCAL OPERATIONS**

### 703 **3.1 Funding**

704 The Charter School shall be funded in accordance with LCFF legislation, Chapter 47, Statutes of 2013  
705 (AB 97) and Chapter 49, Statutes of 2013 (SB 91) The Charter School's entitlement shall be calculated  
706 in accordance with LCFF Base Grant, Supplemental Grant and Concentration Grant The parties  
707 recognize the authority of the Charter School to pursue additional sources of funding. The County  
708 Board of Education must receive prior written notification of any source of additional funding that may  
709 result in incurring additional debt (i.e., loans) to the Charter School. LACOE shall not be responsible for  
710 resolving fiscal deficiencies for the Charter School.

### 711 **3.2 Fiscal Agent**

712 The Charter School shall contract with LACOE for the Charter School's participation in the State  
713 Teachers' Retirement System (STRS) and/or the Public Employees Retirement System (PERS) if  
714 applicable. See section 3.7 for further discussion of the STRS/PERS responsibilities.

### 715 **3.3 Student Attendance Accounting and Reporting**

716 The Charter School shall use commercially available attendance accounting software that is compliant  
717 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter  
718 School shall provide a copy of the Charter School's procedures for attendance accounting, with  
719 evidence of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The  
720 Charter School shall submit a calendar of attendance months to LACOE no later than June 30,

Revised March 2016

721 submitting it along with the school's bell schedules and instructional calendar. The structure of  
722 attendance months shall adhere to EC § 37201.

723 The Charter School shall submit monthly enrollment and attendance data as required to receive  
724 apportionment of funding within five (5) business days after the end of the attendance month to  
725 LACOE.

726 In addition, the Charter School shall prepare and submit to LACOE/Controller's Office/Pupil Attendance  
727 Accounting and Compliance Unit, the certified data file and original signature reports using the State  
728 Principal Apportionment Data Collection Software reports according to the following schedule:

- 729 • Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the  
730 first business day following April 10.
- 731 • Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a  
732 Saturday or Sunday, the first business day following April 10.
- 733 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1  
734 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day  
735 following January 4.
- 736 • Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1  
737 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following  
738 April 20.
- 739 • Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a  
740 Saturday or Sunday, the first business day following July 5.
- 741 • Corrections to the second principal apportionment and annual principal apportionment reports  
742 shall be received by LACOE not later than September 15 or if it falls on a Saturday or Sunday,  
743 the first business day following September 15.

744 NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely  
745 manner. If the School misses a reporting deadline or submits incomplete reports, it risks being excluded  
746 from that apportionment's certification and funding period. For example, if P-1 attendance data is not  
747 received in time for inclusion in the P-1 certification, the school ADA defaults to zero and no funds are  
748 paid for the P-1 funding period, February through May.

749 The Charter School shall submit with the Monthly Attendance Report, an Exit Report for each student  
750 who leaves the school (except when matriculating to sixth grade). The Exit Report shall be completed  
751 by the parent/guardian and minimally include: (1) reason for withdrawal; (2) date of withdrawal; (3)  
752 school to which student is transferring; (4) parent/guardian signature and date; and (5) administrative  
753 signature and date. The Exit Reports shall coincide with the inclusive dates of the Monthly Attendance  
754 Report.

755 Summer Instruction: If the school is providing summer instruction, a calendar of the summer program  
756 shall be provided to LACOE no less than two (2) weeks prior to the start of the instruction.

### 757 **3.4 Revenue and Expenditure Reporting**

758 The Charter School is required by EC § 47604.33 to submit periodic reports of revenues, expenditures,  
759 and reserves. The Charter School shall submit to LACOE monthly statement of cash flows, copies of  
760 bank statements, General Ledger, Revenue and Expenditure Summary, Statement of Financial  
761 Position, Statement of Fund Balance, Year-to-date Budget to Actual Statement and notes to financial  
762 statements in accordance with Attachment B, Fiscal Oversight Requirements and Financial Reporting.  
763 As part of the continuous oversight, LACOE shall make a periodic assessment of the charter's fiscal  
764 condition.

Revised March 2016

765 In order to meet statutory timelines for revenue and expenditure reporting, The Charter School shall  
 766 submit reports to LACOE for review using the state software (SACS20 ALL), according to the following  
 767 schedule:

- 768 • Preliminary budget on or before July 1
- 769 • First Interim Report (expenditures through 10/31) on or before December 15
- 770 • Second Interim Report (expenditures through 1/31) on or before March 15
- 771 • Unaudited Actuals Report for the prior fiscal year on or before September 15

772 Any changes in the budget or interim reports from one reporting period to the next period shall be  
 773 explained in writing. Explanations and budget assumptions shall accompany the reports. The Charter  
 774 School is expected to maintain reserves of no less than three (3) percent of the Charter School's  
 775 Adopted Budget for the fiscal year. An explanation of any projected drop in reserves below the three (3)  
 776 percent level shall be included in the assumptions.

### 777 3.5 Annual Audit

778 In accordance EC § 41020(b)(3) by March 13 of each year, the Charter School shall submit to LACOE  
 779 information regarding the audit firm that will be conducting the annual audit. Information shall include  
 780 the following:

- 781 • Cover letter includes: Audit firm name, address, partner(s), and audit firm contract number; e-  
 782 mail address, contract period, contract amount, and date of Board approval
- 783 • Copy of Board minutes approving audit firm
- 784 • Copy of the fully executed contract with the audit firm

785 In accordance with EC § 41020, by **December 15** of each year, the Charter School shall submit an  
 786 annual independent financial audit to the State Controller's Office (SCO), LACOE, and the CDE. The  
 787 audit shall be conducted by an auditor from the list approved by the SCO and mutually agreeable to  
 788 LACOE and the Charter School. If any findings or exceptions are identified in the annual audit, the  
 789 Charter School shall implement corrective action plans in a timely manner. ***Continuing or unresolved***  
 790 ***prior year findings or deficiencies shall have negative impact on the Charter School's renewal***  
 791 ***request.***

792 The SCO does not grant filing extensions to charter schools. The extension must be obtained through  
 793 the chartering entity. Submit extension requests to the LACOE Business Advisory Services Division,  
 794 and LACOE will notify the SCO and the CDE of the approved extensions.

795 In addition to the Charter School's financial statements, the audit shall include, as applicable, but not be  
 796 limited to:

- 797 • Contemporaneous records of attendance
- 798 • Annual instructional minutes
- 799 • Documentation related to non-classroom-based instruction
- 800 • Determination of funding for nonclassroom-based instruction as per EC § 47634.2

### 801 3.6 Oversight Fees

802 The Charter School shall be charged an oversight fee not to exceed one (1) percent of the LCFF Base  
 803 Grant, Supplemental Grant and Concentration Grant received by the Charter School in accordance with  
 804 EC § 47613 and used to offset consultant and administrative costs required for comprehensive  
 805 oversight, which includes but is not limited to the following categories:

- 806 • Curriculum and instruction

Revised March 2016

- 807 • Assessment and accountability
- 808 • School fiscal review
- 809 • Site visitations
- 810 • Renewal evaluations
- 811 • Attendance accounting processing, analysis and certification
- 812 • In the case of a countywide charter (EC § 47605.6), the County Board may enter into an
- 813 agreement with a third party, at the expense of the Charter School, to oversee, monitor, and
- 814 report to the County Board on the Charter School's operations. The County Board may
- 815 prescribe the aspects of the Charter School's operations to be monitored by the third party and
- 816 may prescribe appropriate requirements regarding the reporting of information concerning the
- 817 operations of the Charter School to the county board of education. (EC § 47605.6(a)(1)) The
- 818 County Board delegates the authority to make this determination and enter into the agreement
- 819 to the County Superintendent of Schools/designee.

820 The oversight fee shall be based on the LCFF Base Grant, Supplemental Grant and Concentration  
821 Grant funding provided to the Charter School at the Second Principal Apportionment (P-2).

### 822 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)** 823 **Reporting**

824 If the Charter School offers its employees the opportunity to participate in STRS or PERS, the Charter  
825 School shall be responsible for contracting with LACOE for reporting purposes. Such arrangements  
826 shall be made prior to the hiring of any employee. The Charter School shall notify LACOE of the staff  
827 person who will make the arrangements and provide written notification that arrangements have been  
828 made prior to the hiring of employees. If the school participates in any alternative retirement systems,  
829 information regarding those systems must also be provided.

## 830 **SECTION 4: FULFILLING CHARTER TERMS**

### 831 **4.1 Material Revision to Charter**

832 Changes to the charter deemed to be material revisions may not be made without prior approval by the  
833 County Board of Education. Revisions to the charter considered to be material changes include, but are  
834 not limited to, the following:

- 835 • Substantial changes to the educational program (including the addition or deletion of an  
836 educational program), mission, or vision.
- 837 • Changing to or adding a nonclassroom-based program.
- 838 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the  
839 enrollment originally projected in the charter petition in any given year or a change that could  
840 significantly impact the academic or financial sustainability of the School.
- 841 • Addition or deletion of grades or grade levels to be served.
- 842 • Changes to location of facilities or lease agreements for the Charter School sites, resource  
843 centers, meeting space, or other satellite facility including the opening of a new facility;  
844 temporary locations rented for annual student testing purposes shall be exempted from this  
845 provision.
- 846 • Changing admissions requirements and procedures.
- 847 • Governance structure, including but not limited to: changes in number of board members,  
848 method by which new board members are selected, and/or changes in majority/quorum or other  
849 provisions relating to resolution approval.

Revised March 2016

- 850 • Entering into or revising a contract with an EMO/CMO.

#### 851 **4.2 State Assessments**

852 The Charter School agrees to comply with and adhere to the state requirements for participation and  
 853 administration of all state mandated tests, including the designation of a test site coordinator and the  
 854 establishment of accounts with each test vendor. The state tests required to be administered include,  
 855 but may not be limited to:

- 856 • Smarter Balanced Assessments
- 857 • California Standards Tests (select tests/grades)
- 858 • California High School Exit Examination
- 859 • Physical Fitness Test
- 860 • California English Language Development Test
- 861 • California Alternate Performance Assessment
- 862 • Aprenda

#### 863 **4.3 Site Visits**

864 LACOE shall conduct at least two (2) visits during the school year. The site visits shall consist of the  
 865 following:

- 866 • At least one (1) site visit shall be conducted in order to assess the Charter School's progress in  
 867 governance and organizational management, educational performance, fiscal operations, and  
 868 fulfillment of the terms of the charter. The primary focus of the visit shall be on teaching and  
 869 learning and, if applicable, the Student Achievement Plan (described under Section 2:  
 870 Educational Performance). The site visit may include review of the facility, review of records  
 871 maintained by the Charter School, interviews with administrators, staff, students, and parents,  
 872 and observation of instruction in the classroom. The evaluations for each year shall constitute  
 873 one (1) basis upon which a renewal decision shall be made at the end of the term of the charter  
 874 in accordance with the Education Code. Any deficiencies shall be reviewed with the Charter  
 875 School administration. The Charter School administration will be given an opportunity to  
 876 address the deficiencies.
- 877 • At least one (1) site visit shall be conducted to review the charter school facilities. LACOE will  
 878 conduct an annual facilities inspection to ensure the facility is adequate for the Charter School's  
 879 needs, is safe, and complies with all applicable codes, laws, and ordinances. The school will be  
 880 expected to make any required corrections identified by the facilities inspection team within a  
 881 timeframe that is commensurate with the violation, or concern.

882 EC § 47604.32(b) requires LACOE to conduct a site visit at least annually. The purpose of the visits  
 883 shall be to monitor the instructional program and operations in accordance with County Board of  
 884 Education Policy 0420.4. The County Board and LACOE staff may inspect or observe any part of  
 885 the charter school at any time. (EC § 47607(a)(1)).

#### 886 **4.4 Renewals**

887 The Charter School may seek renewal of its charter prior to expiration of the term of the charter in  
 888 accordance with EC § 47605(k)(3), EC § 47607(a) and (b), the implementing Regulations, County  
 889 Board Policy and Administrative Regulations.

890 In the case of a countywide charter, the elements of the renewal petition shall comply with EC §  
 891 47605.6. The Charter School shall submit its renewal petition for the next charter term along with a  
 892 copy of the most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The  
 893 renewal petition may be submitted no earlier than the date CDE releases the schools' academic

Revised March 2016

894 performance data for the school year prior to the last year of the term of the charter and no later than  
895 January 31 of the last year of the term of the charter except as provided for under LACOE Board Policy.

896 LACOE shall review the charter petition, consider the Charter School's academic, financial, and  
897 operational performance (including its audit reports and annual visitation reports), and conduct a  
898 renewal site visit as part of the renewal process. To the extent required, the charter petition shall be  
899 revised in accordance with current statutes and regulations. LACOE shall abide by Education Code,  
900 California Code of Regulations (CCR), and County Board Policy and Regulation when considering  
901 charter renewal.

#### 902 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

903 The County Board may provide notice of violation, opportunity to remedy, and revoke the charter as set  
904 forth in EC § 47607, its implementing Regulations, County Board Policy, and Administrative  
905 Regulations.

#### 906 **4.6 Closure Procedures**

907 At all times it is operational, the Charter School shall have closure procedures in place and available for  
908 review. Closure procedures shall be submitted to LACOE prior to opening, whenever updated, and  
909 upon request. Procedures shall be compliant with EC § 47604.32, 47605, 47605.6 and 47607; with Title  
910 5, CCR § 11962 and 11962.1; as well as with County Board Policies and Procedures, and shall contain  
911 at a minimum, the following:

- 912 • Identification of a responsible person(s) (e.g., Executive Director, Financial Officer, President of  
913 the Charter School governing board) to oversee and conduct the closure process; this provision  
914 shall include a process to ensure that closure procedures are updated no less than annually or  
915 when any change is made.
- 916 • Notification of students and families of the Charter School closure.
- 917 • Security of student and business records.
- 918 • System for exiting all students correctly in CALPADS. The exit date must be on or before the  
919 official closure date.
- 920 • Processing of final employee payroll and benefits, including contributions to STRS/PERS, as  
921 applicable.
- 922 • Identification of all assets and liabilities and the plan for transfer as detailed in the charter.
- 923 • Final close-out audit to be paid for by the Charter School.
- 924 • Identification of a source of funding to be used for closeout expenses including the final audit.
- 925 • Dissolution of the Charter School and/or nonprofit corporation.

926 Further descriptions of each of these items can be found in the laws and regulations listed above in 4.6.

927 If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or  
928 revocation), LACOE shall serve written notice on the Charter School that closure procedures have been  
929 invoked. No later than 10 days after receiving that notice, the Charter School will meet with LACOE to  
930 plan for the orderly closing of the Charter School. Individuals present at that meeting shall include the  
931 individual the Charter School identified as responsible for closure, a member of the Charter School's  
932 governing board and LACOE staff that will work with the Charter School to complete all close out  
933 activities.

934 The Charter School expressly acknowledges the right of LACOE, on behalf of the County  
935 Superintendent of Schools to take immediate and direct control of all of the Charter School's student  
936 and business records at any time after LACOE gives written notice that it is invoking closure  
937 procedures.

Revised March 2016

938

**SECTION 5: REQUIRED DISCLOSURES**

939 The preliminary or final written results of any investigation of the Charter School will be provided as  
940 soon as possible, (within 48 hours of receipt), to the LACOE Charter School Office for its review. This  
941 includes, but is not limited to, any Notices of Violation or Orders to Comply from any federal, state of  
942 local agency. LACOE will determine whether the violation constitutes grounds for revocation under  
943 Education Code 47607(c)(1).

944

**SECTION 6: NONDISCRIMINATION**

945 The parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian,  
946 and pursuant to EC § 200, the School shall be open to all students regardless of race, ethnicity,  
947 national origin, gender, sexual orientation (whether perceived or actual), religion, socioeconomic status,  
948 or disability, or any other characteristic that is contained in the definition of hate crimes set forth in §  
949 422.55 of the Penal Code. These non-discrimination provisions shall apply to employment of all staff  
950 members as well.

951

**SECTION 7: SEVERABILITY**

952 If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable  
953 or contrary to public policy, or statute, the remainder of this Agreement shall not be affected thereby  
954 and shall remain valid and fully enforceable.

955

**SECTION 8: NON-ASSIGNMENT**

956 No portion of this Agreement or the charter petition approved by the LACOE may be assigned to  
957 another entity without the prior written approval of the County Board of Education.

958

**SECTION 9: WAIVER**

959 A waiver of any provision or term of this Agreement shall be in writing and signed by both parties. Any  
960 such waiver shall not constitute a waiver of any other provision of this Agreement. All parties agree that  
961 neither party to this Agreement waives any of the rights, responsibilities, and privileges established by  
962 the Charter Schools Act of 1992.

963

**SECTION 10: NOTIFICATION**

964 All notices, requests, and other communications under this Agreement shall be in writing and mailed to  
965 the proper addresses as follows:

To LACOE:

Controller's Office  
C/O Patricia Smith, Executive Director  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, CA 90242

or Charter School Office  
C/O Dina Wilson, Director II  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, CA 90242

To the Charter School:

Name: \_\_\_\_\_  
Name of Charter School  
Address 1  
Address 2  
City, State Zip Code

Title: \_\_\_\_\_

Revised March 2016

To the Charter School governing board:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Name of Charter School  
 Address 1  
 Address 2  
 City, State Zip Code

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

\_\_\_\_\_  
 Date Print Sign  
 Authorized Board Representative, Name of Charter School

\_\_\_\_\_  
 Date Print Sign  
 Authorized Board Representative, Name of Charter School

\_\_\_\_\_  
 Date Patricia Smith, Executive Director  
 Business and Finance  
 Los Angeles County Office of Education



## **Attachment A: Student Achievement Plan Guidelines**

### **I. Overview**

A Student Achievement Plan is required to be submitted to the Los Angeles County Office of Education (LACOE) if the Charter School fails to meet all of its Measureable Pupil Outcomes (MPOs) and/or LCAP goals in any year. The Achievement Plan requires the Charter School to establish specific goals and actions the Charter School will take to improve student academic achievement in those areas identified through the MPOs and/or LCAP update as not meeting performance criteria. The Charter School shall be expected to present an annual update to the County Board of Education on the progress made in meeting goals identified in the Student Achievement Plan. These guidelines make explicit the elements that shall be addressed in the Student Achievement Plan for any subject area or criteria in which the Charter School falls short of targets. Data compiled from this Student Achievement Plan and the annual update, plus confirming evidence gathered during periodic site visits will provide LACOE with evidence of whether the Charter School is on track to its charter being renewed.

In addition to the MPOs and LCAP goals, the Charter School may incorporate a variety of additional outcome measures to further demonstrate academic achievement and organizational effectiveness. While these various supplemental measures will not carry as much weight as the required measures in making renewal decisions, they may be important in helping the Charter School achieve its academic goals and distinctive qualities in the Charter School's mission as well as highlight those goals.

### **II. Required Components of the Student Achievement Plan**

For each area in which the Charter School did not meet its MPOs or LCAP goals, the Charter School shall submit a plan to the LACOE describing specific and concrete actions the Charter School will take in order to improve student achievement over the course of the current school year. The Student Achievement Plan shall address, at a minimum, the following elements:

- Methods or system the Charter School uses to examine student achievement data on a regular basis across grade levels, by subject matter, by significant subgroups, and across the Charter School as a whole.
- Analysis of the CAASPP results that identifies the specific problem in the area(s) not meeting targets and/or criteria.
- Specific actions, which follow from the examination of student data, which the Charter School will take to improve student achievement in the area(s) identified as needing improvement, including changes to curriculum, instruction, assessment, governance, and organization.
- Professional development plan for teachers and/or other staff that supports the activities the Charter School will implement to improve performance in targeted areas.
- Diagnostic assessments that will be used to enable the Charter School to monitor the effects of proposed changes on student performance.

The Charter School shall submit a draft Student Achievement Plan to LACOE by October 1 if the Charter School did not meet its MPOs or LCAP goals in the prior year. LACOE will review the draft plan and either approve it as submitted or request changes to it. If changes are required, the final Plan shall be due to LACOE by December 1.

Further information regarding API may be found at [www.cde.ca.gov/ital/aciap/index.asp](http://www.cde.ca.gov/ital/aciap/index.asp) on the LACOE website. Information on AYP, including targets and criteria may be found at [www.cde.ca.gov/iteac/ayfindex.asp](http://www.cde.ca.gov/iteac/ayfindex.asp).

In accordance with AB 97, prior to July 1, 2015, these guidelines may be amended to reflect EC § 47605.5 and the implementing Regulations.

## **Attachment B: Fiscal Oversight Requirements and Financial Reporting**

LACOE shall determine fiscal soundness of the Charter School by reviewing and analyzing the financial reports and documents provided by the Charter School. This determination shall be made each month and LACOE shall notify the Charter School in writing of any concerns it may have regarding the financial stability of the Charter School.

If the Charter School is in its first year of operation and will begin instruction by September 30, or if the Charter School is significantly expanding, the school may receive a special advance and/or allocation on their funding for certain state and federal categorical programs. The special advance and/or allocation are based on estimates of the school's upcoming enrollment, average daily attendance and/or pupil demographic data. These data estimates are submitted in the Pupil Estimates for New or Significantly Expanding Charters (PENSEC) report. This report should be submitted online on the CDE website with the original report submitted to LACOE, no later than the last day of July of that same year.

LACOE requires that the charter school shall make available for the authorizer's review any revisions in revenue and expenditures that it has made to its budget, not later than 45 days after the Governor signs the annual Budget Act, to reflect the funding made available by that Budget Act. This is pursuant to Ed. Code § 42127(i)(4).

In addition to the above, by the fifteen of each month the Charter School shall provide the following reports and documents with full disclosure of transactions to the Business Advisory Services Division for the prior month:

1. Monthly bank statements
2. Monthly bank reconciliations
3. Monthly general ledger
4. Statement of revenue and expenditures
5. Statement of financial position
6. Year to date budget to actual statement
7. Notes to financial statements

Beginning with the 2012–13 school-year, the Charter School will receive general purpose state aid funding pursuant to Proposition 30, known as the Education Protection Account (EPA). To be compliant with the requirements of Proposition 30, the school must:

1. The Charter School's governing board must meet to make spending determinations for the funds at an open public meeting.
2. Report the amount of funds received and how the funds will be/were spent.

LACOE may require additional financial related documents and shall request them of the Charter School as needed.

**Attachment C: Reporting Timeline (Revised Annually)**

**Los Angeles County Office of Education  
Timeline and Due Dates**

**Attachment D**

Action of the County Board to Authorize the Charter School

(Provided as a separate file)

**(Include with MOU)**

Request for Taxpayer Identification Number and Certification

(Provided as a separate file)



# Coversheet

## (Ratify) Updated Magnolia Public Schools Bylaws

<b>Section:</b>	II. Action Item
<b>Item:</b>	C. (Ratify) Updated Magnolia Public Schools Bylaws
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	IIC Amended and Restated Bylaws (redlined).pdf



# MAGNOLIA PUBLIC SCHOOLS

## Board Of Directors

---

Board Agenda Item #	II C
Date:	11.03.2016
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	David Yilmaz, Chief Accountability Officer
RE:	Approval of Updated Magnolia Public Schools Bylaws

### Proposed Board Recommendation

I move that the board approve the Updated Magnolia Public Schools Bylaws.

### Background

As per the settlement agreement with LAUSD and to provide stability in our governance structure, Magnolia Board provides for staggered terms which is accomplished by appointing members of the Board at different times and for staggered terms. We are updating our Corporate Bylaws to reflect this structure.

### Budget Implications

None at this time.

### Name of Staff Originator:

David Yilmaz  
Chief Accountability Officer

### Attachments

Updated Bylaws (clean and redline copies)



AMENDED AND RESTATED BYLAWS  
OF  
MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION

(A California Nonprofit Public Benefit Corporation)

**ARTICLE I  
NAME**

Section 1. NAME. The name of this corporation is Magnolia Educational & Research Foundation.

**ARTICLE II  
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 250 East 1<sup>st</sup> Street, Suite 1500, Los Angeles, 90012 California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III  
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purposes of this corporation are to provide community support in educational and research areas, which include, but are not limited to the following: managing, operating, guiding, directing and promoting public charter schools; conducting scientific research at K-12 schools and colleges to identify and implement successful education practices; promoting and discovering the research modules in scientific areas with applied and practicable methods to promote prospective scientists; coordinating international conferences/competitions in various fields of academic study. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

**ARTICLE IV  
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

**ARTICLE V  
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts, liabilities and all charter obligations of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for the public and/or charitable purposes of managing, operating, guiding, directing, promoting, and/or supporting one or more California public charter schools that serve students in grades K-12 and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI  
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law.

**ARTICLE VII  
BOARD OF DIRECTORS**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS. The number of directors shall be no less than **three (3)** and no more than eleven (11), unless changed by amendments to these bylaws. The exact number of directors shall be fixed within these limits by a Resolution of the Board. All directors shall be designated by the existing Board of Directors.

The Board of Directors commits to designating at least one (1) director who resides in each county where this corporation operates a charter school. The Board of Directors shall strive to recruit directors representing parents and the charter school communities, from diverse professional and ethnic backgrounds and commits to designating at least one (1) director representing parents at all times.

Section 4. RESTRICTION ON EMPLOYEE DIRECTORS. No current employees of the Corporation may serve on the Board of Directors.

Section 5. DIRECTORS' TERMS. Each director shall hold office for five (5) years and until a successor director has been designated and qualified. The terms of directors shall be staggered as determined by the Board. Staggering has been accomplished by the Board appointing directors on different dates. The staggered terms of the current Board are as follows:

	First Name	Last Name	Beginning Term	End term
1	Ms. Noel	Russell-Unterburger	10/11/12	10/10/17 (former parent)
2	Dr. Umit	Yapanel	10/11/12	10/10/17
3	Mr. Nguyen	Huynh	3/12/15	10/10/17
4	Mr. Saken	Sherkhanov	12/12/13	12/11/18 (former teacher)
5	Dr. Salih	Dikbas	4/21/16	12/10/19
6	Mrs. Diane	Gonzalez	12/11/14	12/10/19
7	Dr. Remzi	Oten	3/12/15	03/11/20 (current parent)
8	Dr. Ali	Korkmaz	9/10/15	9/9/20

Amended and Restated Bylaws of Magnolia Educational & Research Foundation  
 Adopted: 6/16/08 Amended: 4/19/12, 4/11/13, 12/12/13, 1/9/15, 2/16/15, 8/11/16, 10/26/16, 11/3/16

**Kimberly Rodriguez 10/24/2016 11:20 AM**  
**Comment [1]:** Per the Settlement Agreement the Board must add 3 new directors. It is my understanding that the Board had 4 directors at the time of the Agreement. As such, adding 3 directors would result there being a minimum number of 7 directors. If it is your understanding that the Settlement requires that the Board have a minimum of 7 directors, this language should be revised. As it is my understanding that LAUSD did not express concern regarding this section of the Bylaws I did not make any changes to Section 3. If this language is revised the other charters of the schools operated by MERF should be consulted to ensure that this revision does not cause the Bylaws to be inconsistent with these charters.

**Kimberly Rodriguez 10/24/2016 2:28 PM**  
**Deleted:** All directors are to be designated at the corporation's annual meeting of the B... [1]

**David Yilmaz 10/25/2016 8:36 AM**  
**Deleted:**

**David Yilmaz 10/25/2016 8:34 AM**  
**Moved (insertion) [2]**

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 4

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 1

**David Yilmaz 10/25/2016 8:34 AM**  
**Moved (insertion) [1]**

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 7

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 2

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 3

**David Yilmaz 10/25/2016 8:34 AM**  
**Moved up [2]:** 4 . Ms. . Noel . Russell- ... [2]

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 5

**David Yilmaz 10/25/2016 8:35 AM**  
**Deleted:** 6

**David Yilmaz 10/25/2016 8:34 AM**  
**Moved up [1]:** 7 . Mr. . Nguyen . ... [3]

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

**David Yilmaz 10/25/2016 8:38 AM**  
**Deleted:** 0

9 Mr. Serdar Orazov 9/10/15 9/9/20

Staggering shall be maintained as directors shall be appointed to fill vacant seats at the expiration of each staggered term.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to nominate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee. Any member of the community may also refer a potential candidate to the Board for consideration.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be designated, no corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by a simple majority of directors then in office at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous

- Kimberly Rodriguez 10/24/2016 2:31 PM  
**Deleted:** designate
- Kimberly Rodriguez 10/24/2016 2:31 PM  
**Deleted:** election
- Kimberly Rodriguez 10/24/2016 2:31 PM  
**Deleted:** election
- Kimberly Rodriguez 10/24/2016 2:32 PM  
**Deleted:** election
- Kimberly Rodriguez 10/24/2016 2:05 PM  
**Deleted:** .
- Kimberly Rodriguez 10/24/2016 2:36 PM  
**Deleted:** elected

- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o
- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o
- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o
- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o
- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o
- David Yilmaz 10/25/2016 8:38 AM  
**Deleted:** o

consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. QUORUM. A majority of the directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the directors at the meeting shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Directors may not vote by proxy. The vote or abstention of each board member present for each action taken shall be publicly reported.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Amend or repeal bylaws or adopt new bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- e. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 17. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

Board of Directors' actions, and the Brown Act, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 18. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 19. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 20. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The Corporation shall comply with applicable conflict of interest laws, including the Political Reform Act of 1974 (Chapter 1 (commencing with Section 81000) of Title 9 of the Government Code) and Govt. Code § 1090 et seq.

**ARTICLES VIII  
MEETINGS**

Section 1. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting and which is in compliance with the Ralph M. Brown Act. The Board of Directors commits to rotating the locations of its regular physical meetings among the counties where the corporation's charter school sites are located, and to holding at least one of its regular physical meetings in a calendar year in each of those counties, and that the final date, time, and place will be specified in the notice of the meeting in compliance with the Ralph M. Brown Act.

All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 2. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

second Thursday of each month, unless the second Thursday of the month should fall on a legal holiday in which event the regular meeting shall be held at the same hour and place on the next business day following the legal holiday. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer or a majority of the Board of Directors. If a Chairman of the Board has not been elected, then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of a school district in which at least one of the charter schools operated by the corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

meeting;

- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;<sup>1</sup>
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.<sup>2</sup>

Section 7. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

**ARTICLE X  
OFFICERS OF THE CORPORATION**

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Secretary, and Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article X Section 4, of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

<sup>1</sup> This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.  
<sup>2</sup> The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o



Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special and, if special, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained,

- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

Section 13. VICE-CHAIRMEN. One Vice-Chairman of the Board of Directors will be assigned to each county in which a charter school operated by the corporation is located.

**ARTICLE XI  
CONTRACTS WITH DIRECTORS**

Section 1. CONTRACTS WITH DIRECTORS. In compliance with Government Code Section 1090 et seq., the corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

**ARTICLE XII  
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 2. AGAINST NEPOTISM. If a member of an officer's or employee's immediate family is to be hired to work in a position directly subordinate or supervisory to the officer or employee, that fact should be disclosed in advance to the Board of Directors so that a determination can be made whether to permit an exception to the normal prohibition against nepotism.

**ARTICLE XIII  
LOANS TO DIRECTORS AND OFFICERS**

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or

- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

**ARTICLE XIV  
INDEMNIFICATION**

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

**ARTICLE XV  
INSURANCE**

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

**ARTICLE XVI  
MAINTENANCE OF CORPORATE RECORDS**

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

**ARTICLE XVII  
INSPECTION RIGHTS**

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XVIII  
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

aggregate, more than \$50,000. For this purpose, an "interested person" is either:

- (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- b. The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the corporation pursuant to Article XIV of these Bylaws.

**ARTICLE XIX  
BYLAW AMENDMENTS**

Section 1. **BYLAW AMENDMENTS.** The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws. The Board of Directors may only amend these Bylaws provisions fixing the authorized number of directors or establishing procedures for the nomination or appointment of directors by unanimous vote of all directors then in office. This section may only be amended by the unanimous vote of the all the directors then in office.

**ARTICLE XX  
FISCAL YEAR**

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Magnolia Educational & Research Foundation, a California nonprofit public benefit corporation; that these amended and restated bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the Board of Directors on November 3, 2016; and that these amended and restated bylaws have not been amended or modified since that date.

\_\_\_\_\_  
Secretary

- Barbara Torres 11/3/2016 11:34 AM  
Deleted: 4
- David Yilmaz 10/25/2016 8:37 AM  
Deleted: August
- Barbara Torres 11/3/2016 11:34 AM  
Deleted: Octob
- Barbara Torres 11/3/2016 11:34 AM  
Deleted: er
- Barbara Torres 11/3/2016 11:34 AM  
Deleted: 26
- David Yilmaz 10/25/2016 8:37 AM  
Deleted: 11
- David Yilmaz 10/25/2016 8:37 AM  
Deleted: \_\_

- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o
- David Yilmaz 10/25/2016 8:38 AM  
Deleted: o