



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)*.¹
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.

¹ 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>.

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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)

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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

1 **Los Angeles County Office of Education**
2 **Monitoring and Oversight Memorandum of Understanding¹**

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:

¹ 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.

- 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

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:

- 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 1st.

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,

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.

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)².

² 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.

- 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).
- 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

- 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

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.

- 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,

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

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.

- 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.

- 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.

	State Priority	Description
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: a. CA Measurement of Academic Progress and Performance statewide assessment b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education 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) d. EL reclassification rate e. Percentage of pupils who have passed an AP exam with a score of 3 or higher 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
5	Student Engagement	Pupil engagement, as measured by all of the following, as applicable: a. School attendance rates b. Chronic absenteeism rates c. Middle school dropout rates (EC § 52052.1(a)(3)) d. High school dropout rates e. High school graduation rates
6	School Climate	School climate, as measured by all of the following, as applicable: a. Pupil suspension rates b. Pupil expulsion rates c. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness
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

	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/>).

- 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 Plan³**

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.

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

- 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**

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,

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.

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

- 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.

- 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

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.

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: _____

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/italaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at 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)

