



Board Agenda Item #	Agenda # IV C
Date:	02.09.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Alfredo Rubalcava, Chief External Officer
RE:	LACOE MOU Resolution for MSA 1,2,3

Proposed Board Recommendation

I move that the board read, understand and agree to the provisions of the Memorandum of Understanding (MOU) for each Magnolia Science Academy-1, (“MSA-1”), Magnolia Science Academy-2, (“MSA-2”), and Magnolia Science Academy-3 (“MSA-3”).

Background

The Board of Directors of Magnolia Public Schools (“MPS”) sought authorization of the Magnolia Science Academy-1, (“MSA-1”), Magnolia Science Academy-2, (“MSA-2”), and Magnolia Science Academy-3 (“MSA-3”) charter renewal petitions submitted on appeal to the Los Angeles County Board of Education (“LACBOE”); and LACBOE approved the charter renewal petition appeals of MSA-1, MSA-2, and MSA-3 on December 20, 2016.

Budget Implications

None at this time.

How Does This Action Relate/Affect/Benefit All MSAs?

If needed, upcoming renewals for other Magnolia Science Academies may seek approval from LACOE. It is important to be in compliance with all that is in the MOU to continue to be eligible for renewal through the different authorizers.

Name of Staff Originator:

Alfredo Rubalcava, Chief External Officer

Attachments

Resolution No. 20170209-2



MAGNOLIA PUBLIC SCHOOLS

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MAGNOLIA PUBLIC SCHOOLS

BOARD RESOLUTION

Resolution No. 20170209-2

WHEREAS, the Board of Directors of Magnolia Public Schools (“MPS”) sought authorization of the Magnolia Science Academy-1, (“MSA-1”), Magnolia Science Academy-2, (“MSA-2”), and Magnolia Science Academy-3 (“MSA-3”) charter renewal petitions submitted on appeal to the Los Angeles County Board of Education (“LACBOE”); and

WHEREAS, LACBOE approved the charter renewal petition appeals of MSA-1, MSA-2, and MSA-3 on December 20, 2016; and

WHEREAS, LACBOE and the Los Angeles County Office of Education presented a Memorandum of Understanding for each MSA-1, MSA-2, and MSA-3;

NOW, THEREFORE, BE IT RESOLVED that, the Board of Directors agree to the provisions of the Memoranda of Understanding for each MSA-1, MSA-2, and MSA-3, attached hereto as Exhibits 1, 2, and 3, respectively.

PASSED AND ADOPTED by the Board of Directors at a meeting held on February 09, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Umit Yapanel, Secretary
MPS Board of Directors

Date

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

3 Magnolia Science Academy-1

4 Charter Authorization Period: July 1, 2017-June 30, 2022

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 Magnolia Science Academy-1 (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 December 20, 2016, the County Board took action to approve the charter contingent
90 upon the conditions specified in its action (Attachment D). Any condition of authorization that was not
91 met through revision of the Charter may be addressed in this Agreement.

- 92 • The Charter School shall operate as a classroom based charter school within the geographic
93 boundaries of the Los Angeles Unified School District in the county of Los Angeles in
94 accordance with EC § 47605.
- 95 • The Charter School shall serve grades 6-12 and shall have an approximate enrollment of 610 in
96 2017-18 to 925 in 2021-22.
- 97 • The Charter School shall have a five (5) year term to expire on June 30, 2022. The provisions of
98 the charter and the Agreement shall be aligned.

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

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

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

105 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

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

116 **1.1 Organization**

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

- 122 • Contact information, including phone numbers, official addresses and e-mail addresses for the
123 principal contacts for the Charter School and ensure that this information is kept current.
- 124 • Organization chart displaying relationship between governing board and the Charter School
125 leadership.

- 126 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's
127 directors, officers, and administrators, and **provide resumes for the new individuals.**

128 **1.2 Governing Board Establishment**

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

- 132 • Articles of Incorporation
133 • Bylaws approved by the governing board
134 • Conflict of Interest Policy
135 • Roster and resumes of current governing board members

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

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

149 **1.3 Governing Board Activities**

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

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

165 Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio
166 recording of the meeting and all materials provided to the governing board by its administration,
167 contractors, or the public including approved previous meeting minutes. Once approved by the Charter
168 School's governing board, the Charter School shall provide LACOE with a copy of the minutes of the
169 meeting within ten (10) calendar days. All policies, policy changes, and approved meeting minutes shall
170 be posted on the Charter School's website no more than 30 days after each meeting.

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

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

- 182 • *Conflicts of Interest Policy: If it has not already done so for the current year, at the first meeting
183 of the Charter School's governing board, following receipt of the MOU and each July thereafter,
184 the Charter School's governing board shall: (1) adopt a conflict of interest policy, including
185 provisions related to nepotism, for itself and the Charter School's employees and contractors to
186 ensure that no action taken by an individual or organization covered by the policy results in
187 actual or apparent conflicts of interest; (2) provide verification that all board members and
188 designated Charter School management employees (i.e., Form 700 filers) have participated in
189 conflict of interest training; and (3) take action to comply with the Political Reform Act and its
190 implementing regulations, including adoption of the Conflict of Interest Code of the Los Angeles
191 County Office of Education. *Where the filing requirements for the authorizing entity and the*
192 *Charter School are discrepant with regard to designated filing positions and/or assigned*
193 *disclosure categories, the requirements of the authorizing entity shall prevail.* The Charter
194 School shall follow the Political Reform Act, the California Corporation Code, and IRS
195 regulations.
- 196 • *Internal Fiscal Control Policies: The Charter School shall develop and maintain internal fiscal
197 control policies governing all financial activities that are approved by the governing board. **The**
198 **charter school shall submit these policies to LACOE no later than 30 days** prior to opening
199 **and within 10 days of governing board approval** whenever the policies are revised
- 200 • Adherence to County Board of Education Policy and Regulation: At the first governing board
201 meeting of the Charter School following receipt of the MOU and each July thereafter, the
202 governing board of the Charter School shall review and acknowledge in its board minutes that it
203 shall adhere to all policies and regulations pertaining to charter schools that have been adopted
204 by the Los Angeles County Board of Education and Superintendent, as long as the policies do
205 not conflict with Education Code. All new and/or revised policies and procedures will be posted
206 on the Charter School's website no more than 14 days after their adoption. Updated policies
207 and regulations are available to the Charter School on our website www.lacoe.edu.
- 208 • Criminal Background Check Policies: These policies shall set the school's standards for
209 employment, volunteering, vendors, and contractors.
- 210 • *Educational and Admissions Policies: These policies include admissions, enrollment, and
211 lottery process; electronic device use; special education; homeless and foster youth;
212 independent study; requirements for graduation and for the Certificate of Completion (as
213 applicable)².
- 214 • *Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the
215 Charter School's governing board, shall be posted at all of the Charter School's sites, in a place
216 available for public viewing and on its website. Complaint procedures shall identify the Los

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 Angeles County Board of Education as the authorizer, and provide the telephone number to the
218 LACOE Charter School Office and the LACOE website (www.lacoe.edu).

219 • **Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,
220 immunization requirements, for providing emergency medical services, establishing the Section
221 504 Accommodation Plan².

222 • **Comprehensive School Safety Policies:* Policies that provide for a safe learning environment
223 for all pupils. Policies shall include but are not limited to those areas specified and/or associated
224 with EC 32280-32289, as described in Section 1.4(B) of this document.

225 • **Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to
226 ensure it complies with law and is aligned with the Charter School's board-approved policies
227 and authorized charter. The governing board shall ensure that it is distributed in hard copy to all
228 families each year, to new enrollees during registration, and upon request, and that it is at all
229 times available online. At a minimum, the handbook shall include detailed expectations for
230 student attendance, behavior, and discipline, including policies and consequences for bullying
231 and harassment, due process rights related to discipline (including suspension, expulsion, and
232 special education), and should include policies regarding dress code, student fees and field
233 trips, and the school calendar and bell schedule. Also, a description of complaint procedures
234 that parents may pursue in the event of disagreements, Independent Study and graduation
235 and/or Certificates of Completion requirements. An annual parent meeting shall be held to
236 inform parents regarding policies. The handbook shall be translated into language(s) most
237 represented in the Charter School.

238 • **Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it
239 complies with law and is aligned with the Charter School's board-approved policies and
240 authorized charter. The governing board shall ensure that it is distributed in hard copy to each
241 employee at the time of their hire and each year at the beginning of the school year. At a
242 minimum, the handbook shall include detailed expectations for standard rules of behavior,
243 employee performance, employee problem solving, due process rights of employees related to
244 disciplinary actions including termination, compensation and benefit information, and a
245 description of both formal and informal complaint procedures, discrimination and harassment,
246 workplace security, drug and alcohol policies, at-will employment (if applicable), confidentiality,
247 electronic communications, family and medical leave and employee benefits.

248 Amendments to the employee handbook may be made and distributed to employees by the
249 Charter School during the year. A copy of the handbook may be reviewed during site visits.

250 **1.4 Administration**

251 A. Enrollment and Admissions Documentation: The Charter School shall maintain on file and provide to
252 LACOE upon request the following information:

253 • Descriptions of outreach and recruitment activities that have been conducted to reach target
254 populations as described in the charter

255 • Procedures for application, enrollment, admission, wait listing and lotteries for placement
256 (enrollment preferences) as described in the charter

257 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of
258 operation

259 • Copy of application and enrollment forms and information provided to prospective families

260 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers
261 described in the charter

262 • Evidence that each student is a resident of California in accordance with EC § 47612

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

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

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

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

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

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

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

325 D. Family Educational Rights and Privacy Act (FERPA): Employees of the Charter School who have a
326 legitimate educational interest are entitled to access students education records under 20 U.S.C.A. §
327 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC § 49076(b)(6). The Charter
328 School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that
329 LACOE has an educational interest in the educational records of the Charter School such that LACOE
330 shall have access to those records for reasons that include, but are not limited to, records requests,
331 complaints, and school closure. Records at a minimum, shall include emergency contact information,
332 health and immunization data, attendance summaries, and academic performance data from the
333 statewide student assessments required pursuant to EC §§ 60605 and 60851.

334 E. Criminal Record Summaries:

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

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

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

- 359 • Charter School Annual Information Survey
- 360 • Local Educational Plan (LEA) Plan
- 361 • Federal Cash Management
- 362 • Consolidated Application

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

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

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

- 378 • Commercial General Liability, including Damage to Rented Premises coverage (only required
379 for rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate.
380 The policy shall be endorsed to name the Los Angeles County Office of Education and the
381 County Board of Education ("County Board") as named additional insured and shall provide
382 specifically that any insurance carried by the District which may be applicable to any claims or
383 loss shall be deemed excess and the Charter School's insurance shall be primary despite any
384 conflicting provisions in the Charter School's policy. Coverage shall be maintained with no Self
385 Insured Retention above \$15,000 without the prior written approval of the Office of Risk
386 Management for the LACOE.
- 387 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code
388 adequate to protect the Charter School from claims that may arise from its operations pursuant
389 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation
390 Insurance coverage must also include Employers Liability coverage with limits of
391 \$1,000,000/\$1,000,000/\$1,000,000.
- 392 • Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with
393 limits of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not
394 operate a student bus service. If the Charter School provides student bus services, the required
395 coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- 396 • Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School
397 employees who handle, process or otherwise have responsibility for Charter School funds,
398 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per
399 occurrence, with no self-insured retention.

- 400 • Professional Educators Errors and Omissions liability coverage with minimum limits of
401 \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- 402 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and
403 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by
404 endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 405 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and
406 \$3,000,000 general aggregate.
- 407 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

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

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

418 Certificates of insurance shall be mailed to:

419 Los Angeles County Office of Education
420 Insurance Compliance (EBIX)
421 P. O. Box 100085-LA
422 Duluth, GA 30096

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

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

442 I. Exclusive Employer: The Charter School is deemed the exclusive employer of the employees of the
443 Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government
444 Code § 3540, et seq. The Charter School shall have sole responsibility for employment, management,
445 dismissal, and discipline of its employees.

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

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

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

464 L. Specific Roles to be Identified:

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

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

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

- 490 • A draft of the proposed management contract.
- 491 • A recent corporate annual report and audited financial statements for the EMO/CMO.
- 492 • A description of the EMO/CMO's roles and responsibilities for the management of the Charter.

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

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

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

- 507 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in
 508 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility,
 509 or in a facility to be occupied under any other arrangement.
- 510 • Prior to signing any lease or similar document, the Charter School will ensure compliance with
 511 EC § 17215 regarding sites located near runways or potential runways.
- 512 • The Charter School will provide a written signed Agreement (lease or other similar document)
 513 indicating the Charter School's right to use the principal school site and any ancillary facilities
 514 identified by the Charter School for the first year of the School's operation and upon any
 515 change.
- 516 • Prior to opening a site or before an existing school may occupy a new or different facility,
 517 LACOE will conduct a site review to determine that the facilities are clean, safe, Americans with
 518 Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The
 519 Charter School may not operate in the facility until the County Board has granted approval to do
 520 so. Section 1.4 O of this Agreement describes the pre-opening site visit process and
 521 requirements.
- 522 • At all times it is operational, the Charter School shall maintain on file, post as required, and
 523 furnish upon request, certification that its facility or facilities is/are located at a site or sites zoned
 524 and/or permitted for operation of a charter school (grades 6-12) and has been cleared for use as
 525 a charter school by all appropriate local authorities (EC § 47610(d)). The facility shall meet all
 526 applicable fire marshal clearances, certificates of occupancy, signed building permit inspections,
 527 and approved zoning variances. The Charter School cannot exempt itself from applicable/local
 528 zoning or building code ordinances.
- 529 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,
 530 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding
 531 timely submission of such a request to the district. LACOE will conduct a pre-opening site
 532 review to approve any facilities allocated to the school by the district.
- 533 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the
 534 Charter School's needs, is safe, and complies with all applicable codes, laws, and ordinances.
 535 The school will be expected to make any required corrections identified by the facilities
 536 inspection team within a timeframe that is commensurate with the violation, or concern.
- 537 • Once open, a Charter School may change facilities only with prior approval of the County Board.

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

542 **SECTION 2: EDUCATIONAL PERFORMANCE**

543 **2.1 Adherence to the Eight Areas of State Priority**

544 The Charter School must recognize the importance of ensuring all students, including all student
 545 subgroups, unduplicated students, and students with exceptional needs have attained the skills,
 546 knowledge, and attitudes specified in the school's educational program. To ensure success, a
 547 description of annual goals to be achieved in the following eight State Priorities as they apply to the
 548 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 arts, health, physical education, and other as prescribed by the governing board. (EC

	State Priority	Description
		§ 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.

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

556 **2.2 Academic Performance**

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

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

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

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

570 **2.3 Educational Program**

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

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

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

601 **2.4 Student Achievement Plan³**

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

- 606 • December 1 - Draft Student Achievement Plan
- 607 • February 1 - Final Student Achievement Plan

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

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

620 **2.5 Annual Report**

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

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

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

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

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

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

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

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

655 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

662 **2.7 Services for Students with Disabilities**

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

666 **2.8 Annual Assessment of Students**

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

672 **2.9 Independent Study**

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

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

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

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

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

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

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

700 **SECTION 3: FISCAL OPERATIONS**

701 **3.1 Funding**

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

709 **3.2 Fiscal Agent**

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

713 **3.3 Student Attendance Accounting and Reporting**

714 The Charter School shall use commercially available attendance accounting software that is compliant
715 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter
716 School shall provide a copy of the Charter School's procedures for attendance accounting, with
717 evidence of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The

718 Charter School shall submit a calendar of attendance months to LACOE no later than June 30,
719 submitting it along with the school's bell schedules and instructional calendar. The structure of
720 attendance months shall adhere to EC § 37201.

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

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

- 727 • Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the
728 first business day following April 10.
- 729 • Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a
730 Saturday or Sunday, the first business day following April 10.
- 731 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1
732 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day
733 following January 4.
- 734 • Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1
735 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following
736 April 20.
- 737 • Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a
738 Saturday or Sunday, the first business day following July 5.
- 739 • Corrections to the second principal apportionment and annual principal apportionment reports
740 shall be received by LACOE no later than September 15 or if it falls on a Saturday or Sunday,
741 the first business day following September 15.

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

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

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

755 **3.4 Revenue and Expenditure Reporting**

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

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

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

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

775 **3.5 Annual Audit**

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

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

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

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

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

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

799 **3.6 Oversight Fees**

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

804

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

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

821 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**
 822 **Reporting**

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

829 **SECTION 4: FULFILLING CHARTER TERMS**

830 **4.1 Material Revision to Charter**

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

- 834 • Substantial changes to the educational program (including the addition or deletion of an
 835 educational program), mission, or vision.
- 836 • Changing to or adding a nonclassroom-based program.
- 837 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the
 838 enrollment originally projected in the charter petition in any given year or a change that could
 839 significantly impact the academic or financial sustainability of the School.
- 840 • Addition or deletion of grades or grade levels to be served.
- 841 • Changes to location of facilities or lease agreements for the Charter School sites, resource
 842 centers, meeting space, or other satellite facility including the opening of a new facility;
 843 temporary locations rented for annual student testing purposes shall be exempted from this
 844 provision.
- 845 • Changing admissions requirements and procedures.

- 846 • Governance structure, including but not limited to: changes in number of board members,
847 method by which new board members are selected, and/or changes in majority/quorum or other
848 provisions relating to resolution approval.
- 849 • Entering into or revising a contract with an EMO/CMO.

850 **4.2 State Assessments**

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

- 855 • Smarter Balanced Assessments
- 856 • California Science Assessments
- 857 • Physical Fitness Test
- 858 • California English Language Development Test/English Language Proficiency Assessments for
859 California
- 860 • California Alternate Assessments

861 **4.3 Site Visits**

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

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

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

884 **4.4 Renewals**

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

888 In the case of a countywide charter, the elements of the renewal petition shall comply with EC §
889 47605.6. The Charter School shall submit its renewal petition for the next charter term along with a
890 copy of the most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The

891 renewal petition may be submitted no earlier than the date CDE releases the schools' academic
892 performance data for the school year prior to the last year of the term of the charter and no later than
893 January 31 of the last year of the term of the charter except as provided for under LACOE Board Policy.

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

900 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

904 **4.6 Closure Procedures**

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

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

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

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

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

936

SECTION 5: REQUIRED DISCLOSURES

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

942

SECTION 6: NONDISCRIMINATION

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

949

SECTION 7: SEVERABILITY

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

953

SECTION 8: NON-ASSIGNMENT

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

956

SECTION 9: WAIVER

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

961

SECTION 10: NOTIFICATION

962 All notices, requests, and other communications under this Agreement shall be in writing and mailed to
963 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: Dr. Caprice Young
Magnolia Science Academy-1
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

Title: Chief Executive Officer

964

To the Charter School governing board:

Name: Noel Unterberger Title: Board Chair
Magnolia Science Academy-1
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

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

Date Print Sign
Authorized School Representative, Magnolia Science Academy-1

Date Print Sign
Authorized Board Representative, Magnolia Science Academy-1

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.govitalaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.goviteac/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)

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

3 Magnolia Science Academy-2

4 Charter Authorization Period: July 1, 2017-June 30, 2022

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 Magnolia Science Academy-2 (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 December 20, 2016, the County Board took action to approve the charter contingent
90 upon the conditions specified in its action (Attachment D). Any condition of authorization that was not
91 met through revision of the Charter may be addressed in this Agreement.

- 92 • The Charter School shall operate as a classroom based charter school within the geographic
93 boundaries of the Los Angeles Unified School District in the county of Los Angeles in
94 accordance with EC § 47605.
- 95 • The Charter School shall serve grades 6-12 and shall have an approximate enrollment of 473.
- 96 • The Charter School shall have a five (5) year term to expire on June 30, 2022. The provisions of
97 the charter and the Agreement shall be aligned.

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

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

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

104 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

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

115 **1.1 Organization**

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

- 121 • Contact information, including phone numbers, official addresses and e-mail addresses for the
122 principal contacts for the Charter School and ensure that this information is kept current.
- 123 • Organization chart displaying relationship between governing board and the Charter School
124 leadership.

- 125 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's
126 directors, officers, and administrators, and **provide resumes for the new individuals.**

127 **1.2 Governing Board Establishment**

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

- 131 • Articles of Incorporation
- 132 • Bylaws approved by the governing board
- 133 • Conflict of Interest Policy
- 134 • Roster and resumes of current governing board members

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

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

148 **1.3 Governing Board Activities**

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

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

164 Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio
165 recording of the meeting and all materials provided to the governing board by its administration,
166 contractors, or the public including approved previous meeting minutes. Once approved by the Charter
167 School's governing board, the Charter School shall provide LACOE with a copy of the minutes of the
168 meeting within ten (10) calendar days. All policies, policy changes, and approved meeting minutes shall
169 be posted on the Charter School's website no more than 30 days after each meeting.

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

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

- 181 • *Conflicts of Interest Policy: If it has not already done so for the current year, at the first meeting
182 of the Charter School's governing board, following receipt of the MOU and each July thereafter,
183 the Charter School's governing board shall: (1) adopt a conflict of interest policy, including
184 provisions related to nepotism, for itself and the Charter School's employees and contractors to
185 ensure that no action taken by an individual or organization covered by the policy results in
186 actual or apparent conflicts of interest; (2) provide verification that all board members and
187 designated Charter School management employees (i.e., Form 700 filers) have participated in
188 conflict of interest training; and (3) take action to comply with the Political Reform Act and its
189 implementing regulations, including adoption of the Conflict of Interest Code of the Los Angeles
190 County Office of Education. *Where the filing requirements for the authorizing entity and the*
191 *Charter School are discrepant with regard to designated filing positions and/or assigned*
192 *disclosure categories, the requirements of the authorizing entity shall prevail.* The Charter
193 School shall follow the Political Reform Act, the California Corporation Code, and IRS
194 regulations.
- 195 • *Internal Fiscal Control Policies: The Charter School shall develop and maintain internal fiscal
196 control policies governing all financial activities that are approved by the governing board. **The**
197 **charter school shall submit these policies to LACOE no later than 30 days** prior to opening
198 **and within 10 days of governing board approval** whenever the policies are revised
- 199 • Adherence to County Board of Education Policy and Regulation: At the first governing board
200 meeting of the Charter School following receipt of the MOU and each July thereafter, the
201 governing board of the Charter School shall review and acknowledge in its board minutes that it
202 shall adhere to all policies and regulations pertaining to charter schools that have been adopted
203 by the Los Angeles County Board of Education and Superintendent, as long as the policies do
204 not conflict with Education Code. All new and/or revised policies and procedures will be posted
205 on the Charter School's website no more than 14 days after their adoption. Updated policies
206 and regulations are available to the Charter School on our website www.lacoe.edu.
- 207 • Criminal Background Check Policies: These policies shall set the school's standards for
208 employment, volunteering, vendors, and contractors.
- 209 • *Educational and Admissions Policies: These policies include admissions, enrollment, and
210 lottery process; electronic device use; special education; homeless and foster youth;
211 independent study; requirements for graduation and for the Certificate of Completion (as
212 applicable)².
- 213 • *Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the
214 Charter School's governing board, shall be posted at all of the Charter School's sites, in a place
215 available for public viewing and on its website. Complaint procedures shall identify the Los

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.

216 Angeles County Board of Education as the authorizer, and provide the telephone number to the
217 LACOE Charter School Office and the LACOE website (www.lacoe.edu).

218 • **Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,
219 immunization requirements, for providing emergency medical services, establishing the Section
220 504 Accommodation Plan².

221 • **Comprehensive School Safety Policies:* Policies that provide for a safe learning environment
222 for all pupils. Policies shall include but are not limited to those areas specified and/or associated
223 with EC 32280-32289, as described in Section 1.4(B) of this document.

224 • **Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to
225 ensure it complies with law and is aligned with the Charter School's board-approved policies
226 and authorized charter. The governing board shall ensure that it is distributed in hard copy to all
227 families each year, to new enrollees during registration, and upon request, and that it is at all
228 times available online. At a minimum, the handbook shall include detailed expectations for
229 student attendance, behavior, and discipline, including policies and consequences for bullying
230 and harassment, due process rights related to discipline (including suspension, expulsion, and
231 special education), and should include policies regarding dress code, student fees and field
232 trips, and the school calendar and bell schedule. Also, a description of complaint procedures
233 that parents may pursue in the event of disagreements, Independent Study and graduation
234 and/or Certificates of Completion requirements. An annual parent meeting shall be held to
235 inform parents regarding policies. The handbook shall be translated into language(s) most
236 represented in the Charter School.

237 • **Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it
238 complies with law and is aligned with the Charter School's board-approved policies and
239 authorized charter. The governing board shall ensure that it is distributed in hard copy to each
240 employee at the time of their hire and each year at the beginning of the school year. At a
241 minimum, the handbook shall include detailed expectations for standard rules of behavior,
242 employee performance, employee problem solving, due process rights of employees related to
243 disciplinary actions including termination, compensation and benefit information, and a
244 description of both formal and informal complaint procedures, discrimination and harassment,
245 workplace security, drug and alcohol policies, at-will employment (if applicable), confidentiality,
246 electronic communications, family and medical leave and employee benefits.

247 Amendments to the employee handbook may be made and distributed to employees by the
248 Charter School during the year. A copy of the handbook may be reviewed during site visits.

249 **1.4 Administration**

250 A. Enrollment and Admissions Documentation: The Charter School shall maintain on file and provide to
251 LACOE upon request the following information:

252 • Descriptions of outreach and recruitment activities that have been conducted to reach target
253 populations as described in the charter

254 • Procedures for application, enrollment, admission, wait listing and lotteries for placement
255 (enrollment preferences) as described in the charter

256 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of
257 operation

258 • Copy of application and enrollment forms and information provided to prospective families

259 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers
260 described in the charter

261 • Evidence that each student is a resident of California in accordance with EC § 47612

262 • For students over 18, evidence that each student has been continuously enrolled (no break in
263 enrollment greater than 20 school days) in an educational program and is making satisfactory
264 progress toward completion of a high school diploma

265 B. Health and Safety Plans: Prior to opening, annually, and upon revision, the Charter School shall
266 provide to LACOE, and have posted on the Charter School's website, a copy of its Health and Safety
267 Plans as follows:

268 • A copy of its health plan for students and employees including policies and procedures related
269 to absences, illness, medications, blood borne pathogens, immunization requirements, plan for
270 providing emergency medical services, establishing a Section 504 Accommodation Plan, and
271 health/mental health services available at and/or through the Charter School.

272 • A copy of its Comprehensive School Safety Plan that addresses all components of EC § 32280-
273 32289.

274 • Student Discipline including a list of offenses for which students may be given detention, or may
275 and must be suspended or expelled, the procedures for suspension or expulsion, procedures by
276 which parents and students shall be informed about reasons for suspension or expulsion, and of
277 their due process rights in regard to the disciplinary action.

278 • Campus Supervision and Visitors including supervision of students before and after school,
279 while on campus, and student drop-off and pick-up; policies related to visitors on campus,
280 entering and leaving the campus.

281 • Child Abuse Reporting including procedures consistent with Article 2.5 (commencing with
282 Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code. The policy should include a
283 timeline for the annual training of mandated reporters and the process to be used by staff for
284 reporting suspected child abuse to the appropriate authorities.

285 • Teacher Notification of Dangerous Students including procedures to be used to notify teachers
286 of dangerous pupils pursuant to EC 49079.

287 • Discrimination and Harassment consistent with the prohibition of discrimination contained in EC
288 Part 1, Chapter 2 (commencing with section 200). The policy should include how the information
289 will be communicated to stakeholder groups and how related complaints may be filed.

290 • Dress Code including school-wide dress code, pursuant to EC 35183, that prohibits pupils from
291 wearing "gang-related apparel" or other items that, if worn on a school campus, could be
292 reasonably determined to threaten the health and safety of the school environment.

293 • Safe and Orderly Environment including procedures designed to ensure a safe and orderly
294 environment conducive to learning at the school in accordance with EC § 32282(a)(2)(H).

295 • Code of Conduct for all students clearly stating the responsibilities of students, teachers, and
296 administrators in maintaining a classroom environment that allows a teacher to communicate
297 effectively with all students in the class, allows all students to learn, has consequences that are
298 fair and age-appropriate, considers the student and circumstances and is enforced accordingly.

299 • Anti-Bullying including procedures aimed at the prevention of bullying, including cyber bullying,
300 to be developed in accordance with AB 9 and that include clear procedures for reporting
301 incidents of bullying or harassment.

302 • Disaster/Emergency Response Plan including the protective measures and procedures to be
303 followed in the event of a natural disaster or other incident that threatens the health and safety
304 of students and staff (ex. earthquake, fire, bomb threat or intruders on campus). Procedures
305 should include accommodations for pupils with disabilities and information to parents on the
306 student release process.

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

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

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

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

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

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

324 D. Family Educational Rights and Privacy Act (FERPA): Employees of the Charter School who have a
325 legitimate educational interest are entitled to access students education records under 20 U.S.C.A. §
326 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC § 49076(b)(6). The Charter
327 School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that
328 LACOE has an educational interest in the educational records of the Charter School such that LACOE
329 shall have access to those records for reasons that include, but are not limited to, records requests,
330 complaints, and school closure. Records at a minimum, shall include emergency contact information,
331 health and immunization data, attendance summaries, and academic performance data from the
332 statewide student assessments required pursuant to EC §§ 60605 and 60851.

333 E. Criminal Record Summaries:

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

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

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

- 358 • Charter School Annual Information Survey
- 359 • Local Educational Plan (LEA) Plan
- 360 • Federal Cash Management
- 361 • Consolidated Application

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

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

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

- 377 • Commercial General Liability, including Damage to Rented Premises coverage (only required
378 for rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate.
379 The policy shall be endorsed to name the Los Angeles County Office of Education and the
380 County Board of Education ("County Board") as named additional insured and shall provide
381 specifically that any insurance carried by the District which may be applicable to any claims or
382 loss shall be deemed excess and the Charter School's insurance shall be primary despite any
383 conflicting provisions in the Charter School's policy. Coverage shall be maintained with no Self
384 Insured Retention above \$15,000 without the prior written approval of the Office of Risk
385 Management for the LACOE.
- 386 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code
387 adequate to protect the Charter School from claims that may arise from its operations pursuant
388 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation
389 Insurance coverage must also include Employers Liability coverage with limits of
390 \$1,000,000/\$1,000,000/\$1,000,000.
- 391 • Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with
392 limits of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not
393 operate a student bus service. If the Charter School provides student bus services, the required
394 coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- 395 • Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School
396 employees who handle, process or otherwise have responsibility for Charter School funds,
397 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per
398 occurrence, with no self-insured retention.

- 399 • Professional Educators Errors and Omissions liability coverage with minimum limits of
400 \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- 401 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and
402 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by
403 endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 404 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and
405 \$3,000,000 general aggregate.
- 406 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

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

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

417 Certificates of insurance shall be mailed to:

418 Los Angeles County Office of Education
419 Insurance Compliance (EBIX)
420 P. O. Box 100085-LA
421 Duluth, GA 30096

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

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

441 I. Exclusive Employer: The Charter School is deemed the exclusive employer of the employees of the
442 Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government
443 Code § 3540, et seq. The Charter School shall have sole responsibility for employment, management,
444 dismissal, and discipline of its employees.

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

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

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

463 L. Specific Roles to be Identified:

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

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

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

- 489 • A draft of the proposed management contract.
- 490 • A recent corporate annual report and audited financial statements for the EMO/CMO.
- 491 • A description of the EMO/CMO's roles and responsibilities for the management of the Charter.

- 492 • School and the internal controls that shall be put in place to guide the relationship.
 - 493 • A list of other charter schools managed by the EMO/CMO and the academic and operational
 - 494 results of such management.
 - 495 • A list of and background on the EMO/CMO's leaders and board of directors.
 - 496 • A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that
 - 497 none of the principals of either the EMO/CMO or the Charter School have conflicts of interests.
- 498 The County Board considers entering into a contract with an EMO/CMO not identified in the charter to
- 499 be a material revision to that charter. The County Board shall review and approve any charter school
- 500 management contracts prior to the Charter School entering into the contract. (See Section 4.1 Material
- 501 Revision to Charter)
- 502 O. Facilities: No later than 60 days prior to the opening of school or the occupying or re-occupying of a
- 503 facility or site, including learning centers, satellite facilities, administrative offices, and/or other facilities
- 504 used by the Charter School, the Charter School shall provide evidence that the facility is/will be
- 505 adequate for the Charter School's needs.
- 506 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in
 - 507 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility,
 - 508 or in a facility to be occupied under any other arrangement.
 - 509 • Prior to signing any lease or similar document, the Charter School will ensure compliance with
 - 510 EC § 17215 regarding sites located near runways or potential runways.
 - 511 • The Charter School will provide a written signed Agreement (lease or other similar document)
 - 512 indicating the Charter School's right to use the principal school site and any ancillary facilities
 - 513 identified by the Charter School for the first year of the School's operation and upon any
 - 514 change.
 - 515 • Prior to opening a site or before an existing school may occupy a new or different facility,
 - 516 LACOE will conduct a site review to determine that the facilities are clean, safe, Americans with
 - 517 Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The
 - 518 Charter School may not operate in the facility until the County Board has granted approval to do
 - 519 so. Section 1.4 O of this Agreement describes the pre-opening site visit process and
 - 520 requirements.
 - 521 • At all times it is operational, the Charter School shall maintain on file, post as required, and
 - 522 furnish upon request, certification that its facility or facilities is/are located at a site or sites zoned
 - 523 and/or permitted for operation of a charter school (grades 6-12) and has been cleared for use as
 - 524 a charter school by all appropriate local authorities (EC § 47610(d)). The facility shall meet all
 - 525 applicable fire marshal clearances, certificates of occupancy, signed building permit inspections,
 - 526 and approved zoning variances. The Charter School cannot exempt itself from applicable/local
 - 527 zoning or building code ordinances.
 - 528 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,
 - 529 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding
 - 530 timely submission of such a request to the district. LACOE will conduct a pre-opening site
 - 531 review to approve any facilities allocated to the school by the district.
 - 532 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the
 - 533 Charter School's needs, is safe, and complies with all applicable codes, laws, and ordinances.
 - 534 The school will be expected to make any required corrections identified by the facilities
 - 535 inspection team within a timeframe that is commensurate with the violation, or concern.
 - 536 • Once open, a Charter School may change facilities only with prior approval of the County Board.

- 537 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days
538 notification of any change in facilities in order for LACOE to conduct a site visit prior to students
539 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities
540 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

The Charter School must recognize the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs have attained the skills, knowledge, and attitudes specified in the school's educational program. To ensure success, a description of annual goals to be achieved in the following eight State Priorities as they apply to the 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 arts, health, physical education, and other as prescribed by the governing board. (EC

	State Priority	Description
		§ 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.

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

555 **2.2 Academic Performance**

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

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

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

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

569 **2.3 Educational Program**

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

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

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

600 **2.4 Student Achievement Plan³**

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

- 605 • December 1 - Draft Student Achievement Plan
- 606 • February 1 - Final Student Achievement Plan

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

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

619 **2.5 Annual Report**

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

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

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

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

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

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

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

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

654 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

661 **2.7 Services for Students with Disabilities**

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

665 **2.8 Annual Assessment of Students**

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

671 **2.9 Independent Study**

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

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

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

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

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

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

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

699 **SECTION 3: FISCAL OPERATIONS**

700 **3.1 Funding**

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

708 **3.2 Fiscal Agent**

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

712 **3.3 Student Attendance Accounting and Reporting**

713 The Charter School shall use commercially available attendance accounting software that is compliant
714 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter
715 School shall provide a copy of the Charter School's procedures for attendance accounting, with
716 evidence of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The

717 Charter School shall submit a calendar of attendance months to LACOE no later than June 30,
718 submitting it along with the school's bell schedules and instructional calendar. The structure of
719 attendance months shall adhere to EC § 37201.

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

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

- 726 • Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the
727 first business day following April 10.
- 728 • Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a
729 Saturday or Sunday, the first business day following April 10.
- 730 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1
731 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day
732 following January 4.
- 733 • Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1
734 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following
735 April 20.
- 736 • Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a
737 Saturday or Sunday, the first business day following July 5.
- 738 • Corrections to the second principal apportionment and annual principal apportionment reports
739 shall be received by LACOE no later than September 15 or if it falls on a Saturday or Sunday,
740 the first business day following September 15.

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

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

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

754 **3.4 Revenue and Expenditure Reporting**

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

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

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

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

774 **3.5 Annual Audit**

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

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

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

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

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

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

798 **3.6 Oversight Fees**

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

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

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

820 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**
 821 **Reporting**

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

828 **SECTION 4: FULFILLING CHARTER TERMS**

829 **4.1 Material Revision to Charter**

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

- 833 • Substantial changes to the educational program (including the addition or deletion of an
 834 educational program), mission, or vision.
- 835 • Changing to or adding a nonclassroom-based program.
- 836 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the
 837 enrollment originally projected in the charter petition in any given year or a change that could
 838 significantly impact the academic or financial sustainability of the School.
- 839 • Addition or deletion of grades or grade levels to be served.
- 840 • Changes to location of facilities or lease agreements for the Charter School sites, resource
 841 centers, meeting space, or other satellite facility including the opening of a new facility;
 842 temporary locations rented for annual student testing purposes shall be exempted from this
 843 provision.
- 844 • Changing admissions requirements and procedures.

- 845 • Governance structure, including but not limited to: changes in number of board members,
846 method by which new board members are selected, and/or changes in majority/quorum or other
847 provisions relating to resolution approval.
- 848 • Entering into or revising a contract with an EMO/CMO.

849 **4.2 State Assessments**

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

- 854 • Smarter Balanced Assessments
- 855 • California Science Assessments
- 856 • Physical Fitness Test
- 857 • California English Language Development Test/English Language Proficiency Assessments for
858 California
- 859 • California Alternate Assessments

860 **4.3 Site Visits**

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

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

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

883 **4.4 Renewals**

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

887 In the case of a countywide charter, the elements of the renewal petition shall comply with EC §
888 47605.6. The Charter School shall submit its renewal petition for the next charter term along with a
889 copy of the most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The

890 renewal petition may be submitted no earlier than the date CDE releases the schools' academic
891 performance data for the school year prior to the last year of the term of the charter and no later than
892 January 31 of the last year of the term of the charter except as provided for under LACOE Board Policy.

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

899 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

903 **4.6 Closure Procedures**

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

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

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

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

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

935

SECTION 5: REQUIRED DISCLOSURES

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

941

SECTION 6: NONDISCRIMINATION

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

948

SECTION 7: SEVERABILITY

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

952

SECTION 8: NON-ASSIGNMENT

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

955

SECTION 9: WAIVER

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

960

SECTION 10: NOTIFICATION

961 All notices, requests, and other communications under this Agreement shall be in writing and mailed to
962 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: Dr. Caprice Young
Magnolia Science Academy-2
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

Title: Chief Executive Officer

963

To the Charter School governing board:

Name: Noel Unterberger Title: Board Chair
Magnolia Science Academy-2
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

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

Date Print Sign
Authorized School Representative, Magnolia Science Academy-2

Date Print Sign
Authorized Board Representative, Magnolia Science Academy-2

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.govitalaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.goviteac/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)

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

3 Magnolia Science Academy-3

4 Charter Authorization Period: July 1, 2017-June 30, 2022

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 Magnolia Science Academy-3 (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 December 20, 2016, the County Board took action to approve the charter contingent
90 upon the conditions specified in its action (Attachment D). Any condition of authorization that was not
91 met through revision of the Charter may be addressed in this Agreement.

- 92 • The Charter School shall operate as a classroom based charter school within the geographic
93 boundaries of the Los Angeles Unified School District in the county of Los Angeles in
94 accordance with EC § 47605.
- 95 • The Charter School shall serve grades 6-12 and shall have an approximate enrollment of 449.
- 96 • The Charter School shall have a five (5) year term to expire on June 30, 2022. The provisions of
97 the charter and the Agreement shall be aligned.

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

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

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

104 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

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

115 **1.1 Organization**

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

- 121 • Contact information, including phone numbers, official addresses and e-mail addresses for the
122 principal contacts for the Charter School and ensure that this information is kept current.
- 123 • Organization chart displaying relationship between governing board and the Charter School
124 leadership.

- 125 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's
126 directors, officers, and administrators, and ***provide resumes for the new individuals.***

127 **1.2 Governing Board Establishment**

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

- 131 • Articles of Incorporation
132 • Bylaws approved by the governing board
133 • Conflict of Interest Policy
134 • Roster and resumes of current governing board members

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

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

148 **1.3 Governing Board Activities**

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

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

164 Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio
165 recording of the meeting and all materials provided to the governing board by its administration,
166 contractors, or the public including approved previous meeting minutes. Once approved by the Charter
167 School's governing board, the Charter School shall provide LACOE with a copy of the minutes of the
168 meeting within ten (10) calendar days. All policies, policy changes, and approved meeting minutes shall
169 be posted on the Charter School's website no more than 30 days after each meeting.

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

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

- 181 • *Conflicts of Interest Policy: If it has not already done so for the current year, at the first meeting
182 of the Charter School's governing board, following receipt of the MOU and each July thereafter,
183 the Charter School's governing board shall: (1) adopt a conflict of interest policy, including
184 provisions related to nepotism, for itself and the Charter School's employees and contractors to
185 ensure that no action taken by an individual or organization covered by the policy results in
186 actual or apparent conflicts of interest; (2) provide verification that all board members and
187 designated Charter School management employees (i.e., Form 700 filers) have participated in
188 conflict of interest training; and (3) take action to comply with the Political Reform Act and its
189 implementing regulations, including adoption of the Conflict of Interest Code of the Los Angeles
190 County Office of Education. *Where the filing requirements for the authorizing entity and the*
191 *Charter School are discrepant with regard to designated filing positions and/or assigned*
192 *disclosure categories, the requirements of the authorizing entity shall prevail.* The Charter
193 School shall follow the Political Reform Act, the California Corporation Code, and IRS
194 regulations.
- 195 • *Internal Fiscal Control Policies: The Charter School shall develop and maintain internal fiscal
196 control policies governing all financial activities that are approved by the governing board. **The**
197 **charter school shall submit these policies to LACOE no later than 30 days** prior to opening
198 **and within 10 days of governing board approval** whenever the policies are revised
- 199 • Adherence to County Board of Education Policy and Regulation: At the first governing board
200 meeting of the Charter School following receipt of the MOU and each July thereafter, the
201 governing board of the Charter School shall review and acknowledge in its board minutes that it
202 shall adhere to all policies and regulations pertaining to charter schools that have been adopted
203 by the Los Angeles County Board of Education and Superintendent, as long as the policies do
204 not conflict with Education Code. All new and/or revised policies and procedures will be posted
205 on the Charter School's website no more than 14 days after their adoption. Updated policies
206 and regulations are available to the Charter School on our website www.lacoe.edu.
- 207 • Criminal Background Check Policies: These policies shall set the school's standards for
208 employment, volunteering, vendors, and contractors.
- 209 • *Educational and Admissions Policies: These policies include admissions, enrollment, and
210 lottery process; electronic device use; special education; homeless and foster youth;
211 independent study; requirements for graduation and for the Certificate of Completion (as
212 applicable)².
- 213 • *Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the
214 Charter School's governing board, shall be posted at all of the Charter School's sites, in a place
215 available for public viewing and on its website. Complaint procedures shall identify the Los

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.

216 Angeles County Board of Education as the authorizer, and provide the telephone number to the
217 LACOE Charter School Office and the LACOE website (www.lacoe.edu).

218 • **Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,
219 immunization requirements, for providing emergency medical services, establishing the Section
220 504 Accommodation Plan².

221 • **Comprehensive School Safety Policies:* Policies that provide for a safe learning environment
222 for all pupils. Policies shall include but are not limited to those areas specified and/or associated
223 with EC 32280-32289, as described in Section 1.4(B) of this document.

224 • **Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to
225 ensure it complies with law and is aligned with the Charter School's board-approved policies
226 and authorized charter. The governing board shall ensure that it is distributed in hard copy to all
227 families each year, to new enrollees during registration, and upon request, and that it is at all
228 times available online. At a minimum, the handbook shall include detailed expectations for
229 student attendance, behavior, and discipline, including policies and consequences for bullying
230 and harassment, due process rights related to discipline (including suspension, expulsion, and
231 special education), and should include policies regarding dress code, student fees and field
232 trips, and the school calendar and bell schedule. Also, a description of complaint procedures
233 that parents may pursue in the event of disagreements, Independent Study and graduation
234 and/or Certificates of Completion requirements. An annual parent meeting shall be held to
235 inform parents regarding policies. The handbook shall be translated into language(s) most
236 represented in the Charter School.

237 • **Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it
238 complies with law and is aligned with the Charter School's board-approved policies and
239 authorized charter. The governing board shall ensure that it is distributed in hard copy to each
240 employee at the time of their hire and each year at the beginning of the school year. At a
241 minimum, the handbook shall include detailed expectations for standard rules of behavior,
242 employee performance, employee problem solving, due process rights of employees related to
243 disciplinary actions including termination, compensation and benefit information, and a
244 description of both formal and informal complaint procedures, discrimination and harassment,
245 workplace security, drug and alcohol policies, at-will employment (if applicable), confidentiality,
246 electronic communications, family and medical leave and employee benefits.

247 Amendments to the employee handbook may be made and distributed to employees by the
248 Charter School during the year. A copy of the handbook may be reviewed during site visits.

249 **1.4 Administration**

250 A. Enrollment and Admissions Documentation: The Charter School shall maintain on file and provide to
251 LACOE upon request the following information:

252 • Descriptions of outreach and recruitment activities that have been conducted to reach target
253 populations as described in the charter

254 • Procedures for application, enrollment, admission, wait listing and lotteries for placement
255 (enrollment preferences) as described in the charter

256 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of
257 operation

258 • Copy of application and enrollment forms and information provided to prospective families

259 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers
260 described in the charter

261 • Evidence that each student is a resident of California in accordance with EC § 47612

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

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

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

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

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

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

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

324 D. Family Educational Rights and Privacy Act (FERPA): Employees of the Charter School who have a
325 legitimate educational interest are entitled to access students education records under 20 U.S.C.A. §
326 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC § 49076(b)(6). The Charter
327 School, its officers and employees shall comply with FERPA at all times. In addition, it is agreed that
328 LACOE has an educational interest in the educational records of the Charter School such that LACOE
329 shall have access to those records for reasons that include, but are not limited to, records requests,
330 complaints, and school closure. Records at a minimum, shall include emergency contact information,
331 health and immunization data, attendance summaries, and academic performance data from the
332 statewide student assessments required pursuant to EC §§ 60605 and 60851.

333 E. Criminal Record Summaries:

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

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

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

- 358 • Charter School Annual Information Survey
- 359 • Local Educational Plan (LEA) Plan
- 360 • Federal Cash Management
- 361 • Consolidated Application

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

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

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

- 377 • Commercial General Liability, including Damage to Rented Premises coverage (only required
378 for rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate.
379 The policy shall be endorsed to name the Los Angeles County Office of Education and the
380 County Board of Education ("County Board") as named additional insured and shall provide
381 specifically that any insurance carried by the District which may be applicable to any claims or
382 loss shall be deemed excess and the Charter School's insurance shall be primary despite any
383 conflicting provisions in the Charter School's policy. Coverage shall be maintained with no Self
384 Insured Retention above \$15,000 without the prior written approval of the Office of Risk
385 Management for the LACOE.
- 386 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code
387 adequate to protect the Charter School from claims that may arise from its operations pursuant
388 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation
389 Insurance coverage must also include Employers Liability coverage with limits of
390 \$1,000,000/\$1,000,000/\$1,000,000.
- 391 • Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with
392 limits of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not
393 operate a student bus service. If the Charter School provides student bus services, the required
394 coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- 395 • Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School
396 employees who handle, process or otherwise have responsibility for Charter School funds,
397 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per
398 occurrence, with no self-insured retention.

- 399 • Professional Educators Errors and Omissions liability coverage with minimum limits of
400 \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- 401 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and
402 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by
403 endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 404 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and
405 \$3,000,000 general aggregate.
- 406 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

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

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

417 Certificates of insurance shall be mailed to:

418 Los Angeles County Office of Education
419 Insurance Compliance (EBIX)
420 P. O. Box 100085-LA
421 Duluth, GA 30096

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

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

441 I. Exclusive Employer: The Charter School is deemed the exclusive employer of the employees of the
442 Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government
443 Code § 3540, et seq. The Charter School shall have sole responsibility for employment, management,
444 dismissal, and discipline of its employees.

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

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

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

463 L. Specific Roles to be Identified:

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

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

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

- 489 • A draft of the proposed management contract.
- 490 • A recent corporate annual report and audited financial statements for the EMO/CMO.
- 491 • A description of the EMO/CMO's roles and responsibilities for the management of the Charter.

- 492 • School and the internal controls that shall be put in place to guide the relationship.
 - 493 • A list of other charter schools managed by the EMO/CMO and the academic and operational
 - 494 results of such management.
 - 495 • A list of and background on the EMO/CMO's leaders and board of directors.
 - 496 • A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that
 - 497 none of the principals of either the EMO/CMO or the Charter School have conflicts of interests.
- 498 The County Board considers entering into a contract with an EMO/CMO not identified in the charter to
499 be a material revision to that charter. The County Board shall review and approve any charter school
500 management contracts prior to the Charter School entering into the contract. (See Section 4.1 Material
501 Revision to Charter)
- 502 O. Facilities: No later than 60 days prior to the opening of school or the occupying or re-occupying of a
503 facility or site, including learning centers, satellite facilities, administrative offices, and/or other facilities
504 used by the Charter School, the Charter School shall provide evidence that the facility is/will be
505 adequate for the Charter School's needs.
- 506 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in
507 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility,
508 or in a facility to be occupied under any other arrangement.
 - 509 • Prior to signing any lease or similar document, the Charter School will ensure compliance with
510 EC § 17215 regarding sites located near runways or potential runways.
 - 511 • The Charter School will provide a written signed Agreement (lease or other similar document)
512 indicating the Charter School's right to use the principal school site and any ancillary facilities
513 identified by the Charter School for the first year of the School's operation and upon any
514 change.
 - 515 • Prior to opening a site or before an existing school may occupy a new or different facility,
516 LACOE will conduct a site review to determine that the facilities are clean, safe, Americans with
517 Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The
518 Charter School may not operate in the facility until the County Board has granted approval to do
519 so. Section 1.4 O of this Agreement describes the pre-opening site visit process and
520 requirements.
 - 521 • At all times it is operational, the Charter School shall maintain on file, post as required, and
522 furnish upon request, certification that its facility or facilities is/are located at a site or sites zoned
523 and/or permitted for operation of a charter school (grades 6-12) and has been cleared for use as
524 a charter school by all appropriate local authorities (EC § 47610(d)). The facility shall meet all
525 applicable fire marshal clearances, certificates of occupancy, signed building permit inspections,
526 and approved zoning variances. The Charter School cannot exempt itself from applicable/local
527 zoning or building code ordinances.
 - 528 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,
529 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding
530 timely submission of such a request to the district. LACOE will conduct a pre-opening site
531 review to approve any facilities allocated to the school by the district.
 - 532 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the
533 Charter School's needs, is safe, and complies with all applicable codes, laws, and ordinances.
534 The school will be expected to make any required corrections identified by the facilities
535 inspection team within a timeframe that is commensurate with the violation, or concern.
 - 536 • Once open, a Charter School may change facilities only with prior approval of the County Board.

- 537 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days
538 notification of any change in facilities in order for LACOE to conduct a site visit prior to students
539 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities
540 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

The Charter School must recognize the importance of ensuring all students, including all student subgroups, unduplicated students, and students with exceptional needs have attained the skills, knowledge, and attitudes specified in the school's educational program. To ensure success, a description of annual goals to be achieved in the following eight State Priorities as they apply to the 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 arts, health, physical education, and other as prescribed by the governing board. (EC

	State Priority	Description
		§ 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.

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

555 **2.2 Academic Performance**

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

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

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

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

569 **2.3 Educational Program**

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

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

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

600 **2.4 Student Achievement Plan³**

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

- 605 • December 1 - Draft Student Achievement Plan
- 606 • February 1 - Final Student Achievement Plan

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

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

619 **2.5 Annual Report**

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

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

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

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

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

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

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

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

654 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

661 **2.7 Services for Students with Disabilities**

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

665 **2.8 Annual Assessment of Students**

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

671 **2.9 Independent Study**

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

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

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

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

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

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

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

699 **SECTION 3: FISCAL OPERATIONS**

700 **3.1 Funding**

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

708 **3.2 Fiscal Agent**

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

712 **3.3 Student Attendance Accounting and Reporting**

713 The Charter School shall use commercially available attendance accounting software that is compliant
714 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter
715 School shall provide a copy of the Charter School's procedures for attendance accounting, with
716 evidence of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The

717 Charter School shall submit a calendar of attendance months to LACOE no later than June 30,
718 submitting it along with the school's bell schedules and instructional calendar. The structure of
719 attendance months shall adhere to EC § 37201.

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

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

- 726 • Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the
727 first business day following April 10.
- 728 • Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a
729 Saturday or Sunday, the first business day following April 10.
- 730 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1
731 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day
732 following January 4.
- 733 • Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1
734 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following
735 April 20.
- 736 • Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a
737 Saturday or Sunday, the first business day following July 5.
- 738 • Corrections to the second principal apportionment and annual principal apportionment reports
739 shall be received by LACOE no later than September 15 or if it falls on a Saturday or Sunday,
740 the first business day following September 15.

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

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

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

754 **3.4 Revenue and Expenditure Reporting**

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

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

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

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

774 **3.5 Annual Audit**

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

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

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

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

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

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

798 **3.6 Oversight Fees**

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

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

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

820 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**
821 **Reporting**

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

828 **SECTION 4: FULFILLING CHARTER TERMS**

829 **4.1 Material Revision to Charter**

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

- 833 • Substantial changes to the educational program (including the addition or deletion of an
- 834 educational program), mission, or vision.
- 835 • Changing to or adding a nonclassroom-based program.
- 836 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the
- 837 enrollment originally projected in the charter petition in any given year or a change that could
- 838 significantly impact the academic or financial sustainability of the School.
- 839 • Addition or deletion of grades or grade levels to be served.
- 840 • Changes to location of facilities or lease agreements for the Charter School sites, resource
- 841 centers, meeting space, or other satellite facility including the opening of a new facility;
- 842 temporary locations rented for annual student testing purposes shall be exempted from this
- 843 provision.
- 844 • Changing admissions requirements and procedures.

- 845 • Governance structure, including but not limited to: changes in number of board members,
846 method by which new board members are selected, and/or changes in majority/quorum or other
847 provisions relating to resolution approval.
- 848 • Entering into or revising a contract with an EMO/CMO.

849 **4.2 State Assessments**

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

- 854 • Smarter Balanced Assessments
- 855 • California Science Assessments
- 856 • Physical Fitness Test
- 857 • California English Language Development Test/English Language Proficiency Assessments for
858 California
- 859 • California Alternate Assessments

860 **4.3 Site Visits**

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

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

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

883 **4.4 Renewals**

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

887 In the case of a countywide charter, the elements of the renewal petition shall comply with EC §
888 47605.6. The Charter School shall submit its renewal petition for the next charter term along with a
889 copy of the most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The

890 renewal petition may be submitted no earlier than the date CDE releases the schools' academic
891 performance data for the school year prior to the last year of the term of the charter and no later than
892 January 31 of the last year of the term of the charter except as provided for under LACOE Board Policy.

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

899 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

903 **4.6 Closure Procedures**

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

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

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

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

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

935

SECTION 5: REQUIRED DISCLOSURES

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

941

SECTION 6: NONDISCRIMINATION

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

948

SECTION 7: SEVERABILITY

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

952

SECTION 8: NON-ASSIGNMENT

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

955

SECTION 9: WAIVER

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

960

SECTION 10: NOTIFICATION

961 All notices, requests, and other communications under this Agreement shall be in writing and mailed to
962 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: Dr. Caprice Young
Magnolia Science Academy-3
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

Title: Chief Executive Officer

963

To the Charter School governing board:

Name: Noel Unterberger Title: Board Chair
Magnolia Science Academy-3
250 East 1st St.
Suite 1500
Los Angeles, CA 90012

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

Date Print Sign
Authorized School Representative, Magnolia Science Academy-3

Date Print Sign
Authorized Board Representative, Magnolia Science Academy-3

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.govitalaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.goviteac/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)