



Board Agenda Item #	III A- Action Item
Date:	March 8, 2018
To:	Regular Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Ismael Soto, Interim Chief External Officer
RE:	LACOE MOU and Conditions of Authorization for MSA-5

**Proposed Board Motion**

I move that the board agrees and approves the provisions of the Memorandum of Understanding (MOU), Conditions of Authorization (COA), Board Resolution and CMO Fees Fiscal Policy per COA requirements for Magnolia Science Academy-5 (“MSA-5”).

**Background**

The Board of Directors of Magnolia Public Schools (“MPS”) sought authorization of the Magnolia Science Academy-5, (“MSA-5”) charter renewal petition submitted on appeal to the Los Angeles County Board of Education (“LACBOE”); and LACBOE approved the charter renewal petition appeal of MSA-5 on January 23, 2018.

**Analysis (If applicable)**

If needed, upcoming renewals for other Magnolia Science Academies may seek approval from the Los Angeles County Office of Education. It is important to be in compliance with all that is in the MOU and Conditions of Authorization to continue to be eligible for renewal through the different authorizers.

**Budget Implications**

None



Exhibits (attachments):

1. Memorandum Of Understanding (MOU) Feb 2018
2. Conditions of Authorization (COA)
3. Board Resolution
4. Fiscal Policy G&A124 CMO Fees

1 **Los Angeles County Office of Education**  
2 **Monitoring and Oversight Memorandum of Understanding<sup>1</sup>**

3 Magnolia Science Academy-5

4 Charter Authorization Period: July 1, 2018 – June 30, 2023

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 the  
13 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 school’s  
15 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), its  
31 obligation to oversee its authorized charter schools under the terms of this Agreement the provisions of  
32 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:

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

- 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-5 (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 Agreement  
48 is intended to address those matters that have not been covered in the charter and to provide guidance  
49 on the oversight policies and procedures of the County Board, as carried out by LACOE. Further, this  
50 Agreement is intended to outline the parties' agreement governing their respective fiscal and  
51 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 take
- 59 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 cover  
67 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 Schools  
74 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 January 23, 2018, the County Board took action to approve the charter contingent upon  
90 the conditions specified in its action (Attachment D). Any condition of authorization that was not met  
91 through revision of the Charter may be addressed in this Agreement.

- 92 • The Charter School shall operate as a classroom based charter school within the geographic  
93 boundaries of Los Angeles Unified School District in the county of Los Angeles in accordance  
94 with EC § 47605.
- 95 • The Charter School shall serve grades 6-12 and shall have an approximate enrollment of 298 in  
96 2018-19 to 460 in 2022-23.
- 97 • The Charter School shall have a five (5) year term to expire on June 30, 2023. 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 County  
109 Board nor LACOE is liable for the debts and obligations of the Charter School so long as the County  
110 Board has provided oversight in accordance with EC § 47604(c). The County Board reserves the right to  
111 appoint a single representative to the Charter School’s Board of Directors pursuant to EC 47604(b). The  
112 Charter School shall use all revenue received from state and federal sources only for the educational  
113 services specified in the charter and this Agreement for the benefit of the students enrolled in and  
114 attending the Charter School. Other sources of funding must be used in accordance with applicable state  
115 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 Internal Audit & Analysis Unit (which houses the filing  
137 officer), 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 submitted  
146 an Assuming Office Form 700; and
- 147 • Annual Statement – by the annual deadline established by the Fair Political Practices Commission  
148 each year, which is typically April 1<sup>st</sup>.

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

174 D. Governing Board Policies: Prior to opening, the governing board shall develop and adopt policies and  
175 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 School  
180 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 actual  
186 or apparent conflicts of interest; (2) provide verification that all board members and designated  
187 Charter School management employees (i.e., Form 700 filers) have participated in conflict of  
188 interest training; and (3) take action to comply with the Political Reform Act and its implementing  
189 regulations, including adoption of the Conflict of Interest Code of the Los Angeles County Office  
190 of Education. *Where the filing requirements for the authorizing entity and the Charter School are*  
191 *discrepant with regard to designated filing positions and/or assigned disclosure categories, the*  
192 *requirements of the authorizing entity shall prevail.* The Charter School shall follow the Political  
193 Reform Act, the California Corporation Code, and IRS regulations.

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

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

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

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

211 • \*Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the Charter  
212 School's governing board, shall be posted at all of the Charter School's sites, in a place available  
213 for public viewing and on its website. Complaint procedures shall identify the Los Angeles County  
214 Board of Education as the authorizer, and provide the telephone number to the LACOE Charter  
215 School Office and the LACOE website ([www.lacoe.edu](http://www.lacoe.edu)).

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

- 216 • *\*Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,  
217 immunization requirements, for providing emergency medical services, establishing the Section  
218 504 Accommodation Plan<sup>2</sup>.
- 219 • *\*Comprehensive School Safety Policies:* Policies that provide for a safe learning environment for  
220 all pupils. Policies shall include but are not limited to those areas specified and/or associated with  
221 EC 32280-32289, as described in Section 1.4(B) of this document.
- 222 • *\*Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to  
223 ensure it complies with law and is aligned with the Charter School’s board-approved policies and  
224 authorized charter. The governing board shall ensure that it is distributed in hard copy to all  
225 families each year, to new enrollees during registration, and upon request, and that it is at all  
226 times available online. At a minimum, the handbook shall include detailed expectations for student  
227 attendance, behavior, and discipline, including policies and consequences for bullying and  
228 harassment, due process rights related to discipline (including suspension, expulsion, and special  
229 education), and should include policies regarding dress code, student fees and field trips, and the  
230 school calendar and bell schedule. Also, a description of complaint procedures that parents may  
231 pursue in the event of disagreements, Independent Study and graduation and/or Certificates of  
232 Completion requirements. An annual parent meeting shall be held to inform parents regarding  
233 polices. The handbook shall be translated into language(s) most represented in the Charter  
234 School.
- 235 • *\*Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it  
236 complies with law and is aligned with the Charter School’s board-approved policies and  
237 authorized charter. The governing board shall ensure that it is distributed in hard copy to each  
238 employee at the time of their hire and each year at the beginning of the school year. At a minimum,  
239 the handbook shall include detailed expectations for standard rules of behavior, employee  
240 performance, employee problem solving, due process rights of employees related to disciplinary  
241 actions including termination, compensation and benefit information, and a description of both  
242 formal and informal complaint procedures, discrimination and harassment, workplace security,  
243 drug and alcohol policies, at-will employment (if applicable), confidentiality, electronic  
244 communications, family and medical leave and employee benefits.
- 245 Amendments to the employee handbook may be made and distributed to employees by the  
246 Charter School during the year. A copy of the handbook may be reviewed during site visits.

#### 247 **1.4 Administration**

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

- 250 • Descriptions of outreach and recruitment activities that have been conducted to reach target  
251 populations as described in the charter
  - 252 • Procedures for application, enrollment, admission, wait listing and lotteries for placement  
253 (enrollment preferences) as described in the charter
- 254 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of  
255 operation
- 256 • Copy of application and enrollment forms and information provided to prospective families
- 257 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers  
258 described in the charter
- 259 • Evidence that each student is a resident of California in accordance with EC § 47612



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

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

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

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

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

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

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

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

331 E. Criminal Record Summaries:

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

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

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

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

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

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

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

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

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

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

411 The Charter School shall provide evidence of insurance coverage to LACOE 30 days prior to opening,  
412 annually and upon revision, its insurance carrier(s) and inform LACOE immediately if the coverage  
413 becomes inoperative for any reason. LACOE may request to see evidence of insurance coverage during  
414 site visits.

415 Certificates of insurance shall be mailed to:

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

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

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

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

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

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

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

460 L. Specific Roles to be Identified:

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

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

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

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

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

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

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

- 503 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in  
504 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility, or  
505 in a facility to be occupied under any other arrangement.
- 506 • Prior to signing any lease or similar document, the Charter School will ensure compliance with  
507 EC § 17215 regarding sites located near runways or potential runways.
- 508 • The Charter School will provide a written signed Agreement (lease or other similar document)  
509 indicating the Charter School's right to use the principal school site and any ancillary facilities  
510 identified by the Charter School for the first year of the School's operation and upon any change.
- 511 • Prior to opening a site or before an existing school may occupy a new or different facility, LACOE  
512 will conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities  
513 Act (ADA) compliant, and have the necessary local approvals to operate. The Charter School may  
514 not operate in the facility until the County Board has granted approval to do so. Section 1.4 O of  
515 this Agreement describes the pre-opening site visit process and requirements.
- 516 • At all times it is operational, the Charter School shall maintain on file, post as required, and furnish  
517 upon request, certification that its facility or facilities is/are located at a site or sites zoned and/or  
518 permitted for operation of a charter school (grades 6-12) and has been cleared for use as a charter  
519 school by all appropriate local authorities (EC § 47610(d)). The facility shall meet all applicable  
520 fire marshal clearances, certificates of occupancy, signed building permit inspections, and  
521 approved zoning variances. The Charter School cannot exempt itself from applicable/local zoning  
522 or building code ordinances.
- 523 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,  
524 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding  
525 timely submission of such a request to the district. LACOE will conduct a pre-opening site review  
526 to approve any facilities allocated to the school by the district.
- 527 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the Charter  
528 School's needs, is safe, and complies with all applicable codes, laws, and ordinances. The school  
529 will be expected to make any required corrections identified by the facilities inspection team within  
530 a timeframe that is commensurate with the violation, or concern.
- 531 • Once open, a Charter School may change facilities only with prior approval of the County Board.
- 532 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days  
533 notification of any change in facilities in order for LACOE to conduct a site visit prior to students

534 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities  
 535 necessitated by fire or natural disaster), LACOE may waive the pre-opening site visit.

536 **SECTION 2: EDUCATIONAL PERFORMANCE**

537 **2.1 Adherence to the Eight Areas of State Priority**

538 The Charter School must recognize the importance of ensuring all students, including all student  
 539 subgroups, unduplicated students, and students with exceptional needs have attained the skills,  
 540 knowledge, and attitudes specified in the school’s educational program. To ensure success, a description  
 541 of annual goals to be achieved in the following eight State Priorities as they apply to the grade levels  
 542 served, or the nature of the program operated, by the Charter School must be contained in the charter  
 543 and reported on annually to the County Board (Annual Report, Section 2.5).

	<b>State Priority</b>	<b>Description</b>
1	Basic Services	The degree to which teachers are appropriately assigned (EC § 44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (EC § 60119), and school facilities are maintained in good repair (EC § 17002(d)).
2	Implementation of Common Core State Standards	Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency
3	Parental Involvement	Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation
4	Student Achievement	Pupil achievement, as measured by all of the following, as applicable: 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:

	State Priority	Description
		Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (EC § 51210) Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (EC § 51220(a)-(i))
8	Other Student Outcomes	From the subject areas described above in “Course Access” (or #7), as applicable.

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

551 **2.2 Academic Performance**

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

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

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

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

565 **2.3 Educational Program**

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

- 568 • Scope and sequence for all subjects to be offered by the Charter School during the school year  
 569 and during any supplemental instruction offering.
- 570 • The complete educational program for students to be served during the first year and each  
 571 subsequent year of operation including, but not limited to:
  - 572 (1) A description of the curriculum and identification of the basic instructional materials to be  
 573 used.
  - 574 (2) Plans for professional development for instructional personnel who will deliver the  
 575 curriculum and use the instructional materials, including agendas, topics to be covered, and  
 576 speakers.
  - 577 (3) Results of interim/benchmark assessments used to evaluate student specific progress  
 578 during the school year in addition to the results of the California Assessment of Student  
 579 Progress and Performance (CAASPP) program in evaluation of student progress.



- 580 (4) If a high school, the University of California course descriptions submitted to UC Doorway  
581 (<http://www.ucop.edu/doorwav/>).
- 582 (5) The Charter School's annual calendar for the school year that includes the number of  
583 instructional days (minimum 175 days or as required by law), the annual instructional  
584 minutes, minimum or early release days, holidays, board recess days, and professional  
585 development days.
- 586 (6) Daily bell schedule for site-based programs that includes any passing time, breaks or  
587 recess, lunch breaks, before and after school activities.
- 588 (7) Designation of any nonclassroom-based instructional days.
- 589 (8) Sample student contracts, description of frequency of contact with teachers, pupil/teacher  
590 ratios, and description of how student work will be evaluated for time value for  
591 nonclassroom-based programs (if applicable).
- 592 (9) Initial and mid-term (as appropriate) Western Association of Schools and Colleges (WASC)  
593 accreditation self-study and visiting committee reports (if the school seeks such  
594 accreditation).
- 595 (10) The Charter School's Single Plan/Single School District Plan (if applicable).

#### 596 **2.4 Student Achievement Plan<sup>3</sup>**

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

- 601 • December 1 - Draft Student Achievement Plan
- 602 • February 1 - Final Student Achievement Plan

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

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

#### 614 **2.5 Annual Report**

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

- 618 • California Assessment of Student Performance and Progress (CAASPP) results both in aggregate  
619 and disaggregated by numerically significant subgroups.
- 620 • Progress made toward each of the educational goals and student outcomes identified in the  
621 charter (Measureable Pupil Outcomes).

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

- 622 • Evidence that the Charter School is systematically examining student data and using it to drive  
623 decisions regarding curriculum and instruction.
- 624 • Names and results of any additional internal assessments used by the Charter School not  
625 identified in the charter.
- 626 • Plans to address areas identified as needing improvement by the Charter School.
- 627 • Evidence that the Charter School is financially sound based on certain criteria as indicated in  
628 Attachment B, Fiscal Oversight Requirements and Financial Reporting.
- 629 • Other relevant information as determined by LACOE or the County Board.

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

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

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

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

## 649 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

## 656 **2.7 Services for Students with Disabilities**

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

## 660 **2.8 Annual Assessment of Students**

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

## 665 **2.9 Independent Study**

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

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

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

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

683 B. Calendar and Bell Schedules: No later than June 30, the Charter School will provide to LACOE-Pupil  
684 Attendance Accounting and Compliance Unit the instructional calendar for the coming year showing all  
685 holidays, staff development days, minimum days, and any other non-instructional days. In addition, the  
686 school will provide a daily schedule of instruction including minimum days and other non-standard day  
687 schedules necessary to compute annual instructional minutes.

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

690 If the Charter School changes or updates its daily schedule, or instructional days, it must provide to  
691 LACOE-Pupil Attendance Accounting and Compliance Unit evidence of informing parents and guardians  
692 at least 30 days in advance of the changes as well as the updated calendar or daily schedule.

## 693 **SECTION 3: FISCAL OPERATIONS**

### 694 **3.1 Funding**

695 The Charter School shall be funded in accordance with LCFF legislation, Chapter 47, Statutes of 2013  
696 (AB 97) and Chapter 49, Statutes of 2013 (SB 91). The Charter School's entitlement shall be calculated  
697 in accordance with LCFF Base Grant, Supplemental Grant and Concentration Grant. The parties  
698 recognize the authority of the Charter School to pursue additional sources of funding.

699 The County Board of Education must receive prior written notification of any source of additional funding  
700 that may result in incurring additional debt (i.e., loans, grants investments and/or bonds) to the Charter  
701 School. LACOE shall not be responsible for resolving fiscal deficiencies for the Charter School.

### 702 **3.2 Fiscal Agent**

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

### 706 **3.3 Student Attendance Accounting and Reporting**

707 The Charter School shall use commercially available attendance accounting software that is compliant  
708 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter  
709 School shall provide a copy of the Charter School's procedures for attendance accounting, with evidence

710 of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The Charter  
711 School shall submit a calendar of attendance months to LACOE no later than June 30, submitting it along  
712 with the school's bell schedules and instructional calendar. The structure of attendance months shall  
713 adhere to EC § 37201.

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

716 In addition, the Charter School shall prepare and submit to LACOE-Pupil Attendance Accounting and  
717 Compliance Unit, the certified data file and original signature reports using the State Principal  
718 Apportionment Data Collection Software reports according to the following schedule:

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

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

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

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

### 746 **3.4 Revenue and Expenditure Reporting**

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

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

- 756 • Preliminary budget on or before July 1
- 757 • First Interim Report (expenditures through 10/31) on or before December 15
- 758 • Second Interim Report (expenditures through 1/31) on or before March 15
- 759 • Unaudited Actuals Report for the prior fiscal year on or before September 15

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

### 765 **3.5 Annual Audit**

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

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

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

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

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

- 784 • Contemporaneous records of attendance
- 785 • Annual instructional minutes
- 786 • Documentation related to non-classroom-based instruction
- 787 • Determination of funding for nonclassroom-based instruction as per EC § 47634.2

### 788 **3.6 Oversight Fees**

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

- 793 • Curriculum and instruction
- 794 • Assessment and accountability
- 795 • School fiscal review
- 796 • Site visitations

- 797 • Renewal evaluations
- 798 • Attendance accounting processing, analysis and certification
- 799 • In the case of a countywide charter (EC § 47605.6), the County Board may enter into an  
800 agreement with a third party, at the expense of the Charter School, to oversee, monitor, and report  
801 to the County Board on the Charter School's operations. The County Board may prescribe the  
802 aspects of the Charter School's operations to be monitored by the third party and may prescribe  
803 appropriate requirements regarding the reporting of information concerning the operations of the  
804 Charter School to the county board of education. (EC § 47605.6(a)(1)) The County Board  
805 delegates the authority to make this determination and enter into the agreement to the County  
806 Superintendent of Schools/designee.

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

809 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**  
810 **Reporting**

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

817 **SECTION 4: FULFILLING CHARTER TERMS**

818 **4.1 Material Revision to Charter**

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

- 822 • Substantial changes to the educational program (including the addition or deletion of an  
823 educational program), mission, or vision.
- 824 • Changing to or adding a nonclassroom-based program.
- 825 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the  
826 enrollment originally projected in the charter petition in any given year or a change that could  
827 significantly impact the academic or financial sustainability of the School.
- 828 • Addition or deletion of grades or grade levels to be served.
- 829 • Changes to location of facilities or lease agreements for the Charter School sites, resource  
830 centers, meeting space, or other satellite facility including the opening of a new facility; temporary  
831 locations rented for annual student testing purposes shall be exempted from this provision.
- 832 • Changing admissions requirements and procedures.
- 833 • Governance structure, including but not limited to: changes in number of board members, method  
834 by which new board members are selected, and/or changes in majority/quorum or other  
835 provisions relating to resolution approval.
- 836 • Entering into or revising a contract with an EMO/CMO.

837 **4.2 State Assessments**

838 The Charter School agrees to comply with and adhere to the state requirements for participation and  
839 administration of all state mandated tests, including the designation of a test site coordinator and the

840 establishment of accounts with each test vendor. The state tests required to be administered include, but  
841 may not be limited to:

- 842 • Smarter Balanced Assessments
- 843 • California Standards Tests (select tests/grades)
- 844 • Physical Fitness Test
- 845 • California English Language Development Test / English Language Proficiency Assessments for  
846 California
- 847 • California Alternate Assessments

#### 848 **4.3 Site Visits**

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

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

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

#### 870 **4.4 Renewals**

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

874 In the case of a countywide charter, the elements of the renewal petition shall comply with EC § 47605.6.

875 The Charter School shall submit its renewal petition for the next charter term along with a copy of the  
876 most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The renewal petition  
877 may be submitted no earlier than the date CDE releases the schools' academic performance data for the  
878 school year prior to the last year of the term of the charter and no later than January 31 of the last year  
879 of the term of the charter except as provided for under LACOE Board Policy.

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

885 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

888 **4.6 Closure Procedures**

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

- 894 • Identification of a responsible person(s) (e.g., Executive Director, Financial Officer, President of  
895 the Charter School governing board) to oversee and conduct the closure process; this provision  
896 shall include a process to ensure that closure procedures are updated no less than annually or  
897 when any change is made.
- 898 • Notification of students and families of the Charter School closure.
- 899 • Security of student and business records.
- 900 • System for exiting all students correctly in CALPADS. The exit date must be on or before the  
901 official closure date.
- 902 • Processing of final employee payroll and benefits, including contributions to STRS/PERS, as  
903 applicable.
- 904 • Identification of all assets and liabilities and the plan for transfer as detailed in the charter.
- 905 • Final close-out audit to be paid for by the Charter School.
- 906 • Identification of a source of funding to be used for closeout expenses including the final audit.
- 907 • Dissolution of the Charter School and/or nonprofit corporation.

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

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

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

919 **SECTION 5: REQUIRED DISCLOSURES**

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



925

**SECTION 6: NONDISCRIMINATION**

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

932

**SECTION 7: SEVERABILITY**

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

936

**SECTION 8: NON-ASSIGNMENT**

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

939

**SECTION 9: WAIVER**

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

944

**SECTION 10: NOTIFICATION**

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

To LACOE:

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

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

To the Charter School:

Name: Caprice Young, Ed.D.  
Magnolia Science Academy-5  
250 East 1<sup>st</sup> St.  
Suite 1500  
Los Angeles, CA 90012

Title: Chief Executive Director

To the Charter School governing board:

Name: \_\_\_\_\_  
Magnolia Science Academy-5  
250 East 1<sup>st</sup> St.  
Suite 1500  
Los Angeles, CA 90012

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

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

_____	_____	_____
Date	Print	Sign
Authorized School Representative, Magnolia Science Academy-5		

_____	_____	_____
Date	Print	Sign
Authorized Board Representative, Magnolia Science Academy-5		

_____	_____
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](http://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](http://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 and/or CMO/EMO 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**

Category	Report/Activity	Send to^	Jun '17	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul '18
Administrative	Local Control Accountability Plan (LCAP) and 2017-18 budget, approved by the school's governing board. <b>Due July 6, 2017</b>	COE cc: CSO		X												
Administrative	Annual Report to LACOE Board (Written): <b>Due Dec. 1</b>	CSO							X							
Administrative	SARC (School Accountability Report Card): Publish annual update on school website. Provide web link or hard copy. Annual notification to parents per CDE guidelines. ( <a href="https://www.ed-data.k12.ca.us/Pages/sarc/sarclanding.aspx">https://www.ed-data.k12.ca.us/Pages/sarc/sarclanding.aspx</a> ) *If available, use CDE online SARC for 2015-16. <b>Draft Due Dec. 1</b> (to CSO); <b>Final Due Feb. 1</b> (to CDE/CSO)	CDE CSO							X		X					
Administrative	Blank Employment Agreement/Contract for each employee type (i.e., certificated, non-certificated, mgnt., etc.) <b>Due Aug. 11</b>	CSO			X											
Administrative	Charter School Annual Site Information Survey: <b>Tentatively due to CDE in June; Monitor CDE Website</b> ( <a href="http://www.cde.ca.gov/sp/cs/acl/">http://www.cde.ca.gov/sp/cs/acl/</a> ) Send CSO a copy of CDE submission	CDE cc:CSO	X												X	
Administrative	FERPA (Family Educational Rights and Privacy Act): Annual Parent Notification ( <a href="http://www2.ed.gov/policy/gen/guid/fpco/ferpa/parents.html">http://www2.ed.gov/policy/gen/guid/fpco/ferpa/parents.html</a> ) Sample copy of dated Notification: <b>Due Aug 11</b>	CSO			X											
Administrative	Comprehensive School Safety Plan (Include emergency drill calendar and staff training schedule including mandated reporting): <b>Due Aug. 11</b>	CSO			X											
Administrative	Parent/Student Handbook & Employee Handbooks: <b>Due Aug 11</b> (and when modified)	CSO cc: CO/PAAC			X											
Administrative	Copy of Intent to Enroll (Lottery) Application and Enrollment Forms: <b>Due July 7</b>	CSO			X											
Administrative	Scheduled Charter School Office Meetings: <b>Dates TBD</b>	N/A				X							X			
Administrative	School Contact Information (General & School Leadership Team): <b>Due Aug.11 (Include name and email address of Assessment Coordinator, Accountability Coordinator, Homeless Liaison, Foster Youth Liaison, Special Education Coordinator, Title IX Coordinator)</b>	CSO			X											
Administrative	Site Lease Agreements: <b>Due Aug. 11</b> (and when modified)	CSO			X											
Administrative	Staff Information: Affidavit of DOJ Clearance. Site Administrator's signed statement that background checks have been completed for all staff. <b>Due one (1) week prior to first day of school.</b>				X											
Administrative	Staff Information Lists (Certificated and non-certificated) and copies of teacher credentials: <b>Due Oct. 6 and Feb. 2</b> Submit to LACOEMIS website @ <a href="https://www.lacoemis.org/default.aspx">https://www.lacoemis.org/default.aspx</a> <b>(Include all certificated and/or licensed individuals are on your site including independent contractors, long term subs, and those who provide services through an agency)</b>	CSO					X				X					
Administrative	Master Schedule indicating the course &/or grade level taught (by period if applicable): <b>Due Oct. 6 and Feb. 2</b>	CSO					X				X					
Administrative	Student Information List: <b>Due Oct. 6 and Feb. 3</b> Submit to LACOEMIS website at <a href="https://www.lacoemis.org/default.aspx">https://www.lacoemis.org/default.aspx</a>	CSO					X				X					
Attendance	<b>New charters* or expanding grade level charters ONLY:</b> Submit certification pages for the PENSEC for signatures to CO/PAAC no later than <b>July 21, 2017.</b> *call CO/PAAC for clarification as to whether you're considered a new charter	CO/PAAC		X												
Attendance	<b>New charters* or expanding grade level charters ONLY:</b> Submit certification pages for the <b>Charter 20 Day Attendance Report</b> for signatures to CO/PAAC no later than <b>October 20, 2017.</b> These reports must be certified electronically before certification page can be generated. See CDE website for details, instructions and PIN information: <a href="http://www.cde.ca.gov/fg/aa/pa/">http://www.cde.ca.gov/fg/aa/pa/</a> *call PAAC for clarification as to whether you're considered a new charter	CO/PAAC					X									
Attendance	Instructional Calendar and Bell Schedules: Prelim <b>Due June 15, 2017</b> for review. CO/PAAC will review and provide feedback re compliance with instructional time, and ADA maximization. Send Final Board approved calendars and bell schedules by <b>Aug 11 or 30 days prior to first day of school</b> – whichever is first - to CO/PAAC and CSO. If calendar/bell schedule need to be revised during the year, notify CO/PAAC immediately and send a draft copy of revisions for review and feedback. <b>Be sure to include:</b> minimum days & the testing windows for CAASPP, ELPAC, & PFT (as applicable).	CO/PAAC & CSO	X		X											
Attendance	P-1 State Attendance Report (All Charters except SEA): Certified data file e-mailed by <b>Dec 20, 2017.</b> Send original signature documents sent after data file is accepted by CO/PAAC.	CO/PAAC								X						

Subject to Amendment and/or Revision.

Note: If a stated date falls on the weekend or holiday, due next business day.

Category	Report/Activity	Send to^	Jun '17	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul '18
Attendance	P-2 State Attendance Report (All Charters except SEA): Original signature documents received & certified data file e-mailed by <b>Apr 11, 2018</b> . Send original signature documents sent after data file is accepted by CO/PAAC.	CO/PAAC											X			
Attendance	P-3 State Annual Attendance Report (All Charters except SEA): Original signature documents received and certified data file e-mailed by <b>July 3, 2018</b> . Send original signature documents sent after data file is accepted by CO/PAAC.	CO/PAAC													X	X
Attendance	Summer Session Schedule (including days and hours): Due no later than 2 weeks prior to start of summer session for all 10-Month Charters.	CO/PAAC cc: CSO												X	X	
Attendance	Summer Session Attendance Reports: Due no later than the Friday following the close of the summer session (if applicable) for all 10-Month Charters.	CO/PAAC		X	X	X										X
Attendance	Monthly Attendance Reports: Must be received by the first Friday after end of the attendance month. Exceptions P-1, P-2 and P-3/Annual closing periods: the attendance reports for the last month in the reporting period must be received by the first Wednesday after the end of the attendance month. Amendments: must be received as soon as created, or no later than the next attendance month.	CO/PAAC		X	X	X	X	X	X	X	X	X	X	X	X	
Fiscal	Final, unaudited actual data of the prior year: <b>Due on or before August 15, 2017</b> (Ed Code 42100(b)).	BAS cc: CSO			X											
Fiscal	First Interim Financial Report: <b>Due Dec 1</b> (Ed Code 47604.33)	BAS cc: CSO							X							
Fiscal	Independent Annual Audit Report: <b>Due Dec 15</b> (Ed Code 41020(h)). <u>Extension requests for filing the Independent Annual Audit Report must be submitted to LACOE four weeks prior to Dec 15.</u>	State CO, CDE, BAS							X							
Fiscal	Monthly Cash Flow projections submitted on Quarterly Basis: <b>Due 15 days after quarter ends</b>	BAS cc: CSO		X			X			X			X			
Fiscal	Monthly Financial Reports: <b>Must be received by the 15th day of the following month:</b> 1) Monthly bank statements, 2) Monthly bank reconciliation, 3) Monthly general ledger, 4) Statement of revenue and expenses, 5) Statement of financial position, 6) Year to date Budget to Actual Statement, 7) Notes to financial statements, 8) Schedule of Debts/Liabilities, 9) Copies of quarterly payroll tax reports, 10) Copies of Annual Tax returns.	BAS		X	X	X	X	X	X	X	X	X	X	X	X	
Fiscal	Proof of Insurance (Worker's Comp., Comp. Bodily Injury & Property Damage Liability, Property Damage/Boiler & Machinery/Electronic Data Processing Insurance, etc. per MOU requirements): Annually, <b>30 days prior to start of school year</b>	Ebix (LACOE's Insurance Compliance Office); CSO		X	X											
Fiscal	Second Interim Financial Report: <b>Due March 1</b> (Ed Code 47604.33 due 3-15)	BAS cc: CSO										X				
Fiscal	Annual Audit Contract for 2016-17: <b>Due March 15, 2018</b> . Submit Board minutes approving auditor, copy of signed contract, and cover letter.	BAS cc: CSO										X				
Fiscal	Preliminary Budget for Fiscal Year <b>2017-18</b> : <b>Due June 15</b> . Submit DAT & Excel files for details (i.e. budget assumptions, enrollment, ADA, staffing, etc.). The signature page with original signature is required.	BAS												X		
Fiscal	LCAP (Draft) for Fiscal Year <b>2017-18</b> : <b>Due June 15</b> . Submit along with the Preliminary Budget for FY 2017-18. (Note: This submission is separate from submitting to LACOE as the COE as described at <a href="http://www.lacoe.edu/SchoolImprovement/LCAP.aspx">http://www.lacoe.edu/SchoolImprovement/LCAP.aspx</a> )	BAS cc: CSO												X		
Governance	Governing Board List of Members, Officers, Affiliations, and Contact Info (email; phone number): <b>Due Aug. 11</b> (and within 10 days of any changes)	CSO			X											
Governance	Bylaws: <b>Due Aug 11</b> (and within 10 days of any changes)	CSO			X											
Governance	Governing Board Meeting Schedule for 2017-18: <b>Due Aug.11</b> (and when modified)	CSO			X											
Governance	Governing Board Regular & Special Meeting Agenda Notice: When posted per Brown Act; Audio recording, approved minutes & materials provided to the governing board <b>within 10 working days of meeting</b>	CSO		X	X	X	X	X	X	X	X	X	X	X	X	
Governance	Organization Chart displaying relationship between governing board and school leadership: <b>Due Aug.11</b>	CSO			X											
Governance	All Board Policies: Including but not limited to, fiscal, suspension/expulsion, UCP, K/TK, graduation/credit, employment (if not in employment handbook), admissions/enrollment, and student fees. <b>New policy on Suicide Prevention</b> required for 2017-18 <b>Due Aug. 11</b> (And when modified)	CSO			X											

Category	Report/Activity	Send to^	Jun '17	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul '18
Governance	Form 700: Filed charter authorization, annual filing <b>Due by April 1st</b> , taking office and leaving board filings ( <b>within 10 days of change in board membership</b> )	LACOE Internal Audits & Analysis											X			
Instruc	CAASPP: Dates of Testing Window <b>Due Aug 11</b>	CSO			X											
Instruc	CAASPP: Testing Schedules <b>Due 2 weeks prior</b> to first day of the testing window											X	X	X		
Instruc	CALPADS (California Longitudinal Pupil Achievement Data System): Upload all required student data. Follow CALPADS guidelines. ( <a href="http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a> )	CDE		X	X	X	X	X	X	X	X	X	X	X	X	
Instruc	CBEDS (California Basic Educational Data System) reporting date is the <b>first Wednesday in October</b> . Data should be submitted online. See CALPADS website for data submission windows. ( <a href="http://www.cde.ca.gov/ds/dc/cb/">http://www.cde.ca.gov/ds/dc/cb/</a> )	CDE					X									
Instruc	SELPA (Special Education Local Plan Area) Agreement: <b>Due Aug 11</b> (and when modified) ( <a href="http://www.cde.ca.gov/sp/se/as/caselpas.asp">http://www.cde.ca.gov/sp/se/as/caselpas.asp</a> )	CSO			X											
Instruc	UC Doorways Course Submission: (High Schools Only). Submission cycle opens in February and closes in September. ( <a href="http://www.ucop.edu/doorways">http://www.ucop.edu/doorways</a> )	CSO		X	X	X					X	X	X	X	X	
Instruc	Senior List: Submit roster of all 12th graders (enrolled at October Census date) including name, date of birth and graduation status. <b>Due June 30</b>														X	
Instruc	WASC: Accreditation timeline/report, if applicable. Follow individual school plan submission and visitation cycle. ( <a href="http://www.acswasc.org/">http://www.acswasc.org/</a> )	CSO		X												
Instruc-EL	ELPAC Annual Testing Window	FYI		X	X	X	X									
Instruc-EL	EL Initial Assessment - Within 30 days of enrollment for students not previously enrolled in a CA school ( <a href="http://www.cde.ca.gov/ta/tg/el/cefceltdt.asp">http://www.cde.ca.gov/ta/tg/el/cefceltdt.asp</a> )	FYI		X	X	X	X	X	X	X	X	X	X	X	X	
Instruc-EL	EL Placement Parent Letter - To parents no later than 30 days after the start of the school year or within two weeks of student placement. Sample of letter to be sent to parents <b>Due Aug. 11</b> ( <a href="http://www.cde.ca.gov/ta/tg/el/resources.asp">http://www.cde.ca.gov/ta/tg/el/resources.asp</a> )	CSO			X	X	X									
Instruc-EL	English Learner Plan: <b>Due August 11</b> ( <a href="http://www.cde.ca.gov/sp/el/">http://www.cde.ca.gov/sp/el/</a> )	CSO			X											
Instruc-EL	English Learner Waiver Program, annual information to parents: Sample of information to be sent to parents <b>Due Aug. 11</b>	CSO			X											
Instruc-Spec Ed	Quarterly Special Education Report (LACOE Form)	CSO				X			X			X			X	
Instruc-Title I	School Plan/Single Plan for Student Achievement (if applicable) <b>Due Dec. 15</b>	CSO							X							
Site Visit	Site Facility Inspections (TBD by Facilities Planning Unit)	N/A		X	X	X	X	X	X	X	X	X	X	X	X	
Site Visit	Site Visit Per EC 47604.32 (TBD)	N/A		X	X	X	X	X	X	X	X	X	X	X	X	
	^Key to Abbreviations: CDE = California Department of Education CSO = Charter School Office CO = Controller's Office CO/PAAC = Controller's Office Pupil Attendance COE = County Office of Education BAS = Business Advisory Services - CAASPP = California Assessment of Student Performance & Progress FYI = For Your Information (no documents to submit)															



**Attachment D**

Action of the County Board to Authorize the Charter School

(Provided as a separate file)

APPROVED  
LOS ANGELES COUNTY  
BOARD OF EDUCATION

JAN 23 2010

Board Meeting- January 23, 2018

BY: f)D: ,?k-

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Ex Officio Secretary

Item VII. Recommendations

- A. Approve the Superintendent's Recommendation to Authorize the *Magnolia Science Academy-5, Grades 6-12*: Appeal of a Renewal Petition Previously Denied by Los Angeles Unified School District Board of Education

The Superintendent recommends that the Los Angeles County Board of Education (County Board) take action to approve the renewal of the Magnolia Science Academy-5 (MSA-5) charter school for a term of five (5) years, commencing July 1, 2018, and ending June 30, 2023, subject to meeting the following conditions by the specified dates:

1. **By March 1, 2018**, the school shall submit to the Los Angeles County Office of Education (LACOE) the following:
  - a. Evidence the school's governing board has accepted the terms of the Conditions of Authorization provided herein as items 1-6.  
  
*Failure of the school's governing board to approve the Conditions of Authorization is considered a denial of authorization of the charter.*
  - b. Signed Monitoring and Oversight Memorandum of Understanding (MOU) following approval by the school's governing board. The MOU shall include the following:  
  
The Charter School shall submit, on a monthly basis, the bank statement for the reserve account set up by the CMO and restricted to the Charter School. Any changes to the account balance must be accompanied by documentation explaining the change. A failure to maintain the annual cumulative fund is grounds for revocation under EC§ 47607(c)(l).
2. **By March 15, 2018**, the school shall submit to the LACOE the following:
  - a. A revised charter petition containing necessary technical adjustments, including the non-material changes needed to reflect the County Board as the authorizer, and addressing the deficiencies identified in the LACOE Report of the Findings of Fact to the County Board dated January 23, 2018, including those found in Finding five (5): *Description of the Educational Program* (Element 1); *Measureable Pupil Outcomes* (Element 2); *Method for Measuring Student*

***Progress*** (Element 3); ***Employee Qualifications*** (Element 5); ***Admissions Requirements*** (Element 8); and ***Dispute Resolution Procedures*** (Element 14).

- b. Revised fiscal policies which address the deficiencies identified under Finding three (3) in the LACOE Report of the Findings of Fact to the County Board dated January 23, 2018, including, but not limited to, the following:
  - i. The revised fiscal policies are to include a clear definition of the Charter Management Organization's (CMO) fee rate to be charged to the school. The CMO fee is not to exceed 15% of the school's revenue, defined as the amount received in the current fiscal year from the local control formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.
11. A clearly-articulated policy, through board resolution, for the reserve to be set aside and restricted to support Magnolia Science Academy-5 only. The policy should indicate the amount to be set aside as 1% of MSA-5's total revenues which will be cumulative over the next five (5) years. It must also address where the funds will be kept, how they will be accessed and who may authorize the use of the funds. The policy must also indicate that a failure to follow said policy is grounds for charter revocation under EC § 47607(c)(1).

The County Superintendent of Schools shall determine whether the changes are sufficient; if they are not, the school shall complete additional changes to be sufficient by **April 13, 2018**.

3. **By April 30, 2018**, the school shall submit to the LACOE:  
A draft of the Health and Safety Plan, including its Comprehensive Safe School Plan.  
The final plan will be submitted according to the dates specified in the MOU.
4. **By June 15, 2018**, the school shall submit to LACOE:
  - a. A revised 2018-19 budget.
  - b. A Local Control and Accountability Plan (LCAP) approved by the charter school's governing board.
5. **By July 2, 2018**, the school shall submit to the LACOE the following:

- a. Evidence of SELPA acceptance.
  - b. An executed Lease or Facilities Use Agreement and a Certificate of Occupancy (or equivalent) that permits the operation of a charter school within the boundaries of Los Angeles Unified School District (LAUSD).
  - c. Evidence of having scheduled and completed a LACOE Facilities and Construction Unit site visit and supplied all necessary documents.
6. **By July 13, 2018**, the school shall comply with all corrections identified in the Facilities and Construction Unit's report.

If any part or sub-part of conditions one (1) through six (6) is not met by the date specified, the Superintendent will notify the County Board at a regularly scheduled meeting. Failure to meet any of the conditions by the specified timeline is grounds for termination by the County Board.

Terminating authorization of the charter is considered a denial.

The complete Report of the Findings of Fact on the petition for the Magnolia Science Academy-5 is attached to the Report Item dated January 23, 2018.



## MAGNOLIA PUBLIC SCHOOLS BOARD RESOLUTION

**WHEREAS**, the Board of Directors of Magnolia Public Schools (“MPS”) sought authorization of the Magnolia Science Academy-5 (“MSA-5”) charter renewal petition submitted on appeal to the Los Angeles County Board of Education (“LACBOE”); and

**WHEREAS**, LACBOE approved the charter renewal petition appeal of MSA-5 on January 23, 2018 subject to certain conditions of authorization; specifically, such conditions include, but are not limited to, the following revisions to MPS’s fiscal policies applicable to MSA-5 (the “Fiscal Policy Conditions”):

- i. The CMO fee rate to be charged by Magnolia Educational Research & Education Foundation dba Magnolia Public Schools (“Charter Management Organization” or “CMO”) to Magnolia Science Academy-5 (“MSA-5”) shall not exceed fifteen percent (15%) of MSA-5’s “Revenue. “Revenue” is defined as the amount received by MSA-5 in the current fiscal year from the local control formula calculated pursuant to Section 42238.02 of the State of California Education Code (the “Ed Code”), as implemented by Section 42238.03 of the Ed Code.
- ii. A reserve (the “Reserve”) shall be set aside and restricted solely to support MSA-5 and no other school in the CMO network. The Reserve amount shall be equal to one percent (1%) of MSA-5’s total Revenues, which will be cumulative over the next five (5) years commencing with MSA-5’s next fiscal year (2018-19). The Reserve amount shall be kept in a separate segregated account at a financial institution of the CMO’s choosing. The Reserve may only be accessed upon approval by the MPS Board of Directors. Such Board approval shall indicate who may access such Reserve amounts. The CMO and MSA-5 understand and agree that failure to follow said policy shall be grounds for revocation of MSA-5’s charter petition under Ed Code Section 47607(c)(1).

**NOW, THEREFORE, BE IT RESOLVED**, that, the Board of Directors of MPS hereby agrees to and adopts the Fiscal Policy Conditions as the fiscal policies applicable to MSA-5.

**RESOLVED FURTHER**, that, the Board of Directors of MPS hereby agrees to and adopts the provisions of the Memorandum of Understanding for MSA-5, attached hereto as Exhibit 1.

**RESOLVED FURTHER**, that, the Board of Directors of MPS hereby authorizes and directs the management of MPS to take all necessary legal and administrative actions as may be required or necessary to implement foregoing Resolutions.

**OMNIBUS RESOLUTIONS**

**RESOLVED**, the Secretary or Assistant Secretary of the Board of Directors of MPS acting singly or together, be and hereby is and are authorized and directed to execute, acknowledge and deliver a certified copy of these resolutions to any person or agency which may require copies of these resolutions and that the certification of the Secretary or Assistant Secretary as to the signatures of the officers, agents or employees will be binding on MPS.

**RESOLVED FURTHER**, that the appropriate officers of MPS are hereby authorized and directed to take such additional actions, to execute and deliver such additional instruments, and to make such further determinations as may be necessary or appropriate to carry into effect the foregoing resolutions.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

\_\_\_\_\_  
Date

**SOP # G&A124 Revision: 0**  
**Effective Date: 3/08/18**

**Prepared by: Central Office**  
**Approved by: BOD**

**Title: G&A 124 CMO FEES**

**Policy:** Charter school-related organizations (CSRO) may charge a charter school fees for the legitimate, contractually agreed upon services it provides to the charter school.

**Purpose:** To clearly define CMO Fee calculations for all MPS school sites

**Scope:** This applies to all MPS schools of the organization.

**Responsibilities:**

Finance Team is responsible for review and confirmation of all monthly calculation and payments from school sites to MERF.

Back-office service provider is responsible for accurate bookkeeping and recording of all payments and outstanding fees.

Chief Executive Officer and Chief Financial Officer are responsible for approval all CMO Fee transactions.

**Procedures:** CMO Fees calculation is based on total allowable expenses allocated using a tiered methodology approved by the board, as follows:

School Names	ADA for Fiscal Year	Tier Factor	Subtract Factor calculated with different fee structure	Adjusted Tier Factor	
Magnolia Science Academy	#	1.60		1.60	
Magnolia Science Academy 2	#	1.60		1.60	
Magnolia Science Academy 3	#	1.45		1.45	
Magnolia Science Academy 4	#	0.12		0.12	
Magnolia Science Academy 5	#	0.12		0.12	not to exceed 15%
Magnolia Science Academy 6	#	0.12		0.12	
Magnolia Science Academy 7	#	0.80		0.80	
Magnolia Science Academy 8	#	1.60		1.60	
MSA- San Diego	#	1.30	1.30	-	not to exceed 11%
MSA- Santa Ana	#	1.60		1.60	
<b>TOTAL</b>	<b>###</b>	<b>10.31</b>	<b>1.30</b>	<b>9.01</b>	

The CMO fee for MSA 5 is not to exceed 15% of the school’s revenue, defined as the amount received in the current fiscal year from LCFF calculated pursuant to Section 42238.02, as implemented by Section 42238.03, per LACOE’s condition for authorization beginning fiscal year 2018-19. The CMO fee for MSA San Diego shall not exceed 11% of the total LCFF revenue based on the MOU with the current authorizer, SDUSD effective fiscal year 20015-16.

