Los Angeles County Office of Education

Monitoring and Oversight Memorandum of Understanding

XXXXXX Charter School

Charter Authorization Period: July 1, 20XX – June 30, 20XX

Charter Type: □ Appeal of Denied Petition (EC § 47605)
□ Direct to County Office (EC § 47605.5)
□ Countywide Petition to County Office (EC § 47605.6)

INTRODUCTION

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

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

PURPOSE OF AGREEMENT

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

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

County Board has established this Monitoring and Oversight Memorandum of Understanding (“Agreement”) to address matters not covered in the charter in order to clarify the monitoring and oversight expectations and responsibilities. The Charter School Act allows the County Board to authorize charter schools under specified circumstances and by doing so, becomes the authorizing agency of the charter schools. The County Board has delegated to the County Superintendent of Schools, its obligations to oversee its authorized charter schools under the terms of this Agreement, the provisions of the school’s charter, applicable laws, regulations, and County Board Policy and Regulation.

The fundamental interest of the Los Angeles County Office of Education (hereinafter “LACOE”) is — on a continuing basis — to be reasonably assured that charter schools authorized by the County Board are:

1 Adapted from the Memorandum of Understanding (MOU) utilized by the State Board of Education. This agreement reflects changes made for the Los Angeles County Board of Education as the authorizer.
• Implementing the provisions of the charter as approved
• Adhering to all requirements of federal, state, and local law that apply to charter schools
• Being operated reasonably in all respects
• Providing a sound education for all their students

LACOE will report periodically to the County Board regarding its delegated oversight of the XXXXXX Charter School (hereinafter, “Charter School”).

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

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

• Attachment A: Student Achievement Plan Guidelines
• Attachment B: Fiscal Oversight Requirements and Financial Reporting
• Attachment C: Reporting Timeline (as revised yearly)
• Attachment D: LACOE Closure Procedures
• Attachment E: County Board Action to Approve the Charter including Conditions for Approval

constitutes the conditions and terms under which the charter shall be monitored. To the extent that the terms in the charter vary from the provisions of this Agreement, the Agreement shall take precedence unless both parties agree to other terms.

TERM OF AGREEMENT

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

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

1. The duly authorized representatives of the Charter School are the governing board president, CEO/Director or Principal of the Charter School or designee.

2. The duly authorized representative of the County Board is the County Superintendent of Schools or designee. For purposes of material revisions/amendments to the charter, such revisions/amendments may only be made upon the approval of the Charter School’s governing board, and will take effect only if approved by the County Board.

This Agreement shall be reviewed at least annually, and may be amended or augmented by addendum at any time with mutual agreement. In the case of changes in laws or policies, the County Board and the Charter School reserve the right to request modifications to this Agreement. Such modifications, if agreed upon, shall be included as Addenda to this Agreement. Failure to reach agreement on required changes to the Agreement may result in termination of the Agreement and lead to termination or revocation of the charter. The approved Agreement (including any subsequent Addenda) shall continue unless modified in writing. The approved Agreement (including any
Addendums) continues in existence as long as the Charter School is operational, but the term of the charter automatically expires if the Charter School becomes non-operational, typically because of non-renewal, revocation, or voluntary closure.

TERM OF THE CHARTER

The Charter School is a public school that is or shall be operating pursuant to a charter (hereinafter the “charter”). On Month XX, 20XX, the County Board took action to approve the charter contingent upon the conditions specified in its action (Attachment E). Any condition of authorization that was not met through revision of the Charter may be addressed in this Agreement.

- The Charter School shall operate as a classroom based/non-classroom based charter school within the geographic boundaries of NAME OF DISTRICT in the county of Los Angeles.
- The Charter School shall serve grades XX-XX and shall have an approximate enrollment of TO BE SPECIFIED BASED ON THE CHARTER.
- The Charter School will commence its first year of operation between July 1 and September 30, 20XX (Not applicable for renewals).
- The Charter School shall have a NUMBER (X) year term to expire on June 30, 20XX. The provisions of the charter and the Agreement shall be aligned.

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

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

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The Charter School is operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corporations Code § 5110 et seq.). The Charter School is a separate legal entity and neither the County Board nor LACOE is liable for the debts and obligations of the Charter School so long as the County Board has provided oversight in accordance with EC § 47604(c). The Charter School shall use all revenue received from state and federal sources only for the educational services specified in the charter and this Agreement for the benefit of the students enrolled in and attending the Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions of any grant or donation.

1.1 Organization

The Charter School shall provide to LACOE annually in accordance with Attachment C, Reporting Timeline, and as updated:

- Contact information, including phone numbers, official addresses and e-mail addresses for the principal contacts for the Charter School
- Organization chart displaying relationship between governing board and the Charter School leadership
- Written notice of any change in the directors, officers, and administrators

1.2 Governing Board Establishment

The Charter School shall provide to LACOE annually in accordance with Attachment C, Reporting
Timeline, and as updated:

- Articles of Incorporation
- Bylaws approved by the governing board
- Conflict of Interest Policy
- Roster and resumes of current governing board members
- Statement of Economic Interests, Form 700 for all filers

1.3 Governing Board Activities

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

B. **Governing Board Meetings:** The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective board policies and procedures. Governing board meetings shall be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code § 54950 - 54962). Governing board adopted policies, meeting agendas and minutes shall be maintained and available for public inspection and during site visits. For all regular and special meetings of the governing board and all standing committee meetings, the Charter School shall provide LACOE with written notification of the meeting, including a copy of the posted agenda, no less than 72 hours prior to a regular meeting and no less than 24 hours prior to a special meeting. The posted agenda shall contain a description of where the agenda was posted and that the meeting is held in compliance with the Americans with Disabilities Act. Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio recording of the meeting, and any changes, additions and/or materials provided to the governing board. Once approved by the Charter School’s governing board, the Charter School shall provide LACOE with a copy of the minutes of the meeting within five (5) calendar days.

C. **Brown Act Training:** The Charter School should provide Brown Act training to its governing board members and administrative staff prior to the execution of any duties.

D. **Governing Board Policies:** Prior to opening, the governing board shall develop and adopt policies and procedures to guide the operation of the Charter School, including but not limited to, policies in the following areas. A copy of these policies and procedures shall be submitted to LACOE prior to opening and upon revision.

- **Conflicts of Interest:** If it has not already done so for the current year, at the first meeting of the Charter School’s governing board, following receipt of the MOU and each July thereafter, the Charter School’s governing board shall: (1) adopt a conflict of interest policy, including provisions related to nepotism, for itself and the Charter School’s employees and contractors to ensure that no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest; (2) provide verification that all board members and Charter School management employees (i.e., Form 700 filers) have participated in conflict of interest training; and (3) take action to comply with the Political Reform Act, including adoption of a conflict of interest policy compliant with the Act and its implementing regulations. The Charter School shall follow the Political Reform Act, the California Corporation Code, and IRS regulations.

- **Internal Fiscal Controls:** The Charter School shall develop and maintain internal fiscal control policies governing all financial activities. Such policies and procedures are subject to review during site visits to see that they are being implemented.
• **Campus Supervision:** The Charter School shall implement the governing board policy relative to the supervision of students before and after school, while on campus, student pick-up, as well as a procedure for visitors to enter and leave campus.

• **Discipline Policies:** The Charter School shall implement the governing board policies relative to student discipline, including a list of the offenses for which students may (and must) be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students shall be informed about reasons for suspension or expulsion, and of their due process rights in regard to either disciplinary action.

• **Parent/Student Handbook:** The Charter School shall distribute a hard copy of the parent/student handbook to families each year or make the handbook available online and provide a hard copy upon request. At a minimum, the handbook shall include detailed expectations for student attendance, behavior, and discipline, including policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements, Independent Study and graduation requirements.

• **Adherence to County Board of Education Policy and Regulation:** At the first governing board meeting of the Charter School following receipt of the MOU and each July thereafter, the governing board of the Charter School shall review and acknowledge in its board minutes that it shall adhere to all policies and regulations pertaining to charter schools that have been adopted by the Los Angeles County Board of Education, as long as the policies do not conflict with Education Code. LACOE shall provide the Charter School with a copy of these policies and regulations annually and upon revision.

• **Educational Policies:** Independent study, requirements for graduation and for a certificate of completion (as applicable).

### 1.4 Administration

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

- Descriptions of outreach and recruitment activities that have been conducted to reach target populations as described in the charter
- Procedures for application, enrollment, admission, wait listing and lotteries for placement (enrollment preferences) as described in the charter
- Evidence of enrollment preferences consistent with the charter and with LACOE conditions of operation
- Copy of enrollment forms and information provided to prospective families
- Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers described in the charter
- Evidence that each student is a resident of California in accordance with EC § 47612
- For students over 18, evidence that each student has been continuously enrolled (no break in enrollment greater than 20 school days) in an educational program and is making satisfactory progress toward completion of a high school diploma

**B. Health and Safety Plan:** Prior to opening, annually, and upon revision, the Charter School shall provide to LACOE:

- A copy of the health, safety, and emergency plan for students and employees
• Evidence that staff has been trained in health, safety, and emergency procedures
• A calendar of emergency drills for students

The health and safety plan shall address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff. The Charter School shall provide training for staff in responding to emergencies and conduct emergency response drills for its students. Amendments to the plan may be made by the Charter School throughout the year. The Charter School shall provide LACOE with a copy of the amended plan.

C. Notice to Parents/Guardians: Annually, the Charter School shall provide to LACOE a copy of the annual notice sent to all parents/guardians regarding their rights under the Family Educational Rights and Privacy Acts (FERPA). If the Charter School receives Title I funding, parent notice shall provide information regarding the federal No Child Left Behind (NCLB) Act, including the right to request and receive essential information about the professional and educational background of the teacher(s) instructing their child and notification when their child is taught for four or more weeks by a teacher who is not “highly qualified.”

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

E. Criminal Records Summaries: All employees of the Charter School, parent and non-parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students shall submit to background checks and fingerprinting in accordance with EC §§ 44237 and 45125.1. The Charter School shall maintain documentation, and provide to LACOE upon request, that all employees, volunteers, and vendors (as applicable) have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School shall maintain on file and have available for inspection during site visits, evidence that the Charter School has performed criminal background checks for all employees and volunteers (as applicable) and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

F. Data Reporting: The Charter School shall directly report data to the California School Information Service (CSIS), California Longitudinal Pupil Achievement Data System (CALPADS), and/or any other state-mandated data collection system required by the California Department of Education (CDE).

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

H. Insurance and Risk Management: The Charter School shall procure from an insurance carrier
licensed to do business in the State of California, or shall otherwise participate in a Joint Powers Authority (JPA) or other self-insurance pool consistent with Government Code § 6528 and keep in full force during the term of the charter, no less than the following insurance coverage:

- Commercial General Liability, including Fire Legal Liability (Fire Legal Liability is only required for rented premises the tenant occupies), coverage of $5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles County Office of Education and the County Board of Education ("County Board") as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance shall be primary despite any conflicting provisions in the Charter School's policy. Coverage shall be maintained with no Self Insured Retention above $15,000 without the prior written approval of the Office of Risk Management for the LACOE.

- Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

- Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the Charter School does not operate a student bus service. If the Charter School provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

- Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be $50,000 per occurrence, with no self-insured retention.

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

- Sexual Molestation and Abuse coverage with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

- Employment Practices Legal Liability coverage with limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

- Property Damage Liability replacement value limits sufficient to protect the school’s assets.

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

The Charter School shall provide evidence of insurance coverage to LACOE prior to beginning operations, annually and upon policy renewal and shall instruct its insurance carrier(s) to inform LACOE immediately if the coverage becomes inoperative for any reason. LACOE may request to see evidence of insurance coverage during site visits.

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees,
Volunteers, and Board is named as an additional insured as to commercial general liability. The
certificates and endorsements are to be signed by a person employed and authorized by the insurer
to bind coverage on its behalf and shall specifically reference this Contract. The certificates of
insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full
execution of this Contract. LACOE reserves the right to require complete, certified copies of all
required insurance policies at any time.

Certificates of insurance shall be mailed to:

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

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

The Charter School shall hold harmless, defend, indemnify, and name on the Certificate of insurance
as additional insureds the County Board, LACOE, its officers and employees, from every liability,
claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to
person or property sustained by any person, firm, or corporation caused by any act, neglect, default,
or omission of the Charter School, its officers, employees or agents. In cases of such liabilities,
claims, or demands, the Charter School at its own expense and risk shall defend all legal
proceedings which may be brought against it and/or the County Board, LACOE, its officers and
employees, and satisfy any resulting judgments up to the required amounts that may be rendered
against any of them. Certificates of insurance and policies shall name the County Board, LACOE, its
officers and employees, as additional insureds with respect to any potential tort liability irrespective of
whether such potential liability might be predicted on theories of negligence, strict liability, or
products liability.

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

J. Employee Handbook: Prior to opening, annually and upon revision, the Charter School shall
provide to LACOE a copy of the employee handbook that shall be distributed to employees each
year. At a minimum, the handbook shall include detailed expectations for employee performance and
behavior, due process rights of employees related to disciplinary actions (including termination),
compensation, and benefit information for each type of employee, and a description of both informal
and formal complaint procedures that employees may pursue in the event of disagreements.

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

K. Employee Contracts or Agreements: Annually and upon revision, the Charter School shall provide
to LACOE a copy of the employee contract that, at a minimum, states that the Charter
School is the exclusive employer of employees and has sole responsibility for employment,
management, dismissal, and discipline of its employees. Employee contracts, for each type of
employee, shall be available for review by LACOE upon request.

L. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel:
Annually in September and February, in accordance with Attachment C, Reporting Timeline, the
Charter School shall provide to LACOE an all Staff Information List (certificated and non-certificated
personnel) and documentation that all teachers hold a Commission on Teacher Credentialing
certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by The Charter Schools Act. The Charter School shall also comply with No Child Left Behind (NCLB) highly qualified teacher requirements. The Charter School shall provide documentation that the teachers of any NCLB and/or charter defined core subject meet the highly qualified teacher requirements on an annual basis and when teachers and courses may be reassigned.

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

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

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

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

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

The Charter School will provide a written signed Agreement (lease or other similar document) indicating the Charter School's right to use the principal school site and any ancillary facilities identified by the Charter School for the first year of the School's operation and upon any change. The Charter School shall also provide evidence that the facility will be adequate for the Charter School's needs. A pre-opening site visit will be conducted prior to opening regardless of whether the Charter School is locating in a facility provided by a district under Proposition 39, in a privately-leased facility, or in a facility to be occupied under any other arrangement.

Once open, the Charter School may change facilities only with prior approval of the County Board. Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days notification of any change in facilities in order for LACOE to conduct a site visit prior to students attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities necessitated by fire or natural disaster), LACOE may waive the pre-opening site visit.
O. Zoning and Occupancy: At all times it is operational, the Charter School shall maintain on file a certification that its facility or facilities is/are located at a site or sites zoned and/or permitted for operation of a charter school (grades operated by Charter School) and has been cleared for use as a charter school by all appropriate local authorities. The facility shall meet all applicable health and fire code requirements and zoning laws.

The Charter School shall maintain on file, post as required, and upon request furnish LACOE with documentation of all local approvals (EC § 47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances. The Charter School cannot exempt itself from applicable/local zoning or building code ordinances.

Prior to opening a new site or before an existing school may occupy a new or different facility, LACOE may conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. The Charter School may not operate in the facility until the County Board has granted approval to do so.

A LACOE site review of the Charter School’s facilities will determine whether they are clean, safe, American Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. Section 1.4 N of this Agreement describes the pre-opening site visit process and requirements.

If the Charter School seeks facilities from the district in which it intends to locate, or is located, under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the district. LACOE will conduct a pre-opening site review to approve any facilities allocated to the school by the district.

SECTION 2: EDUCATIONAL PERFORMANCE

2.1 Educational Program

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

- Scope and sequence for all subjects to be offered by the Charter School during the school year and during any supplemental instruction offering
- The complete educational program for students to be served including, but not limited to:
  - A description of the curriculum and identification of the basic instructional materials to be used
  - Plans for professional development, including agendas, topics to be covered, and speakers
  - Results of interim assessments used to evaluate student specific progress during the school year in addition to the results of the Standardized Testing and Reporting (STAR) program in evaluation of student progress
  - If a high school, the University of California course descriptions submitted to UC Doorway (http://www.ucop.edu/doorway/)
  - The Charter School’s annual calendar for the school year that includes the number of instructional days (minimum 175 days or as required by law), minimum or early release days, holidays, board recess days, and professional development days
  - Daily bell schedule for site-based programs that includes any passing time, breaks or recess, lunch breaks, before and after school activities
  - Designation of any non-classroom based instructional days
(8) Sample student contracts, description of frequency of contact with teachers, pupil/teacher ratios, and description of how student work will be evaluated for time value for nonclassroom-based programs (if applicable)

(9) Initial and mid-term (as appropriate) Western Association of Schools and Colleges (WASC) accreditation self-study and visiting committee reports (if the school seeks such accreditation)

(10) The Charter School's Single Plan/Single School District Plan (if applicable)

2.2 Student Achievement Plan

The Charter School shall not be required to submit a Student Achievement Plan if it has met its API growth targets and AYP, both school wide and by significant subgroups, each year.

If the Charter School fails to meet API and/or AYP targets school-wide or by numerically significant subgroups, it shall be required to submit a Student Achievement Plan to LACOE according to the following dates:

- October 1 - Draft Student Achievement Plan
- December 1 - Final Student Achievement Plan

If the Charter School is seeking renewal of a charter and has not met API and/or AYP in the prior year, it shall submit a draft Student Achievement Plan for the future concurrent with the charter renewal request.

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

2.3 Annual Report

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

- STAR results both in aggregate and disaggregated by numerically significant subgroups
- If a high school, California High School Exit Exam (CAHSEE) results both in aggregate and disaggregated by subgroups
- Progress made toward meeting API and AYP targets
- Progress made toward each of the educational goals and student outcomes identified in the charter
- Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction
- Names of any additional internal assessments used by the Charter School not identified in the charter
- Plans to address areas identified as needing improvement by the Charter School
• Evidence that the Charter School is financially sound based on certain criteria as indicated in Attachment B, Fiscal Oversight Requirements and Financial Reporting.

• Other relevant information as determined by LACOE or the County Board

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

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

• Progress made in areas identified where progress falls short of meeting outcomes identified in the Student Achievement Plan

• Professional development provided to further progress on goals described in the Student Achievement Plan

• Progress made on the implementation of changes to curriculum and instructional strategies identified in the Student Achievement Plan

• Identification of targeted funds to support elements of Student Achievement Plan

• Specific evidence that the results, as shown in the Annual Report, are targeting improvement in student achievement, and that the Charter School is financially sound according to the criteria as set forth in Attachment B, Fiscal Oversight Requirements and Financial Reporting.

2.4 Oral Report to the Los Angeles County Board of Education

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

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

2.5 Services for Students with Disabilities

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

2.6 Annual Assessment of Students

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

2.7 Independent Study

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

If the Charter School will conduct classroom-based instruction, at least 80 percent of the instructional time offered at the Charter School must be at the schoolsite. The requirement to be “at the schoolsite” is satisfied if either of the conditions set forth in 5CCR subdivision (b) of Section 11963 is met.
The Charter School must require the attendance of all students at the schoolsite for at least 80 percent of the minimum instructional time required pursuant to EC § 47612.5(a)(1).

The Charter School may receive funding for nonclassroom-based instruction only if a determination of funding is made pursuant to EC § 47634.2.

The Charter School may, on a case-by-case basis, use short-term independent study for students who receive prior approval for planned absences. Any such independent study will be limited to occasional, incidental instances, and must be fully compliant with all independent study statutes and regulations applicable to charter schools. The Charter School must have approved governing board policies for independent study in place and on file with LACOE before the Charter School can implement such independent study.

SECTION 3: FISCAL OPERATIONS

3.1 Funding

The Charter School shall be funded in accordance with EC § 47630 et seq. The Charter School’s general purpose entitlement shall be calculated in accordance with EC § 47633 et seq. The parties recognize the authority of the Charter School to pursue additional sources of funding. The County Board of Education must receive prior written notification of any source of additional funding that may result in incurring additional debt (i.e., loans) to the Charter School.

LACOE shall not be responsible for resolving fiscal deficiencies for the Charter School.

3.2 Fiscal Agent

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

3.3 Student Attendance Accounting and Reporting

The Charter School shall use commercially available attendance accounting software. Annually and as updated, the Charter School shall provide a copy of the software user manual as well as the Charter School’s procedures for attendance accounting, with evidence of internal controls. Charter School created spreadsheets on Excel or other database programs shall not be accepted.

The Charter School shall submit a calendar of attendance months to LACOE no later than two (2) weeks prior to the start of the school year. The structure of attendance months shall adhere to EC § 37201.

NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely manner. If the School misses a reporting deadline it risks being excluded from that apportionment’s certification and funding period. For example, if P-1 attendance data is not received in time for inclusion in the P-1.

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

In addition, the Charter School shall prepare and submit to LACOE/Controller’s Office/Pupil Attendance Accounting and Compliance Unit, the certified data file and original signature state attendance reports according to the following schedule:

- First Principal Apportionment (P-1) (attendance for all full attendance months between July 1 and December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day following January 4.
• Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following April 20

• Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a Saturday or Sunday, the first business day following July 5

• Corrections to the second principal apportionment and annual principal apportionment reports shall be received by LACOE not later than September 15 or if it falls on a Saturday or Sunday, the first business day following September 15

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

Supplemental Instruction: A schedule of Summer Supplemental hourly instructional days and hours shall be provided to LACOE no less than two (2) weeks prior to the start of the instruction. Enrollment and attendance data shall be submitted on a weekly basis, and is due within five (5) business days after the end of each week. The Charter School's governing board policy shall clearly identify goals, and how students will be identified for supplemental instruction programs and progress evaluated requisite of funding. Students shall be individually identified for each class, and the hours shall be calculated separately due to different reporting requirements and funding levels.

3.4 Revenue and Expenditure Reporting

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

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

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

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

3.5 Annual Audit

In accordance with EC § (47605, 47605.5 or 47605.6), by December 15 of each year, the Charter School shall submit an annual independent financial audit to the State Controller's Office (SCO), LACOE, and the CDE. The audit shall be conducted by an auditor from the list approved by the SCO and mutually agreeable to LACOE and the Charter School. If any findings or exceptions are identified...
in the annual audit, the Charter School shall implement corrective action plans in a timely manner. Continuing or unresolved prior year findings or deficiencies shall have negative impact on the Charter School’s renewal request.

The SCO does not grant filing extensions to charter schools. The extension must be obtained through the chartering entity. Submit extension requests to the LACOE Charter School Office and LACOE will notify the SCO and the CDE of the approved extensions.

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

- Contemporaneous records of attendance
- Annual instructional minutes
- Additional nonclassroom-based instruction
- Determination of funding for nonclassroom-based instruction as per EC § 47634.2

3.6 Oversight Fees

The Charter School shall be charged an oversight fee not to exceed one (1) percent of the general purpose and categorical block grant revenue received by the Charter School in accordance with EC § 47613 and used to offset consultant and administrative costs required for comprehensive oversight, which includes but is not limited to the following categories:

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

The oversight fee shall be based on the general purpose entitlement and categorical block grant funding provided to the Charter School at the Second Principal Apportionment (P-2).

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

If the Charter School offers its employees the opportunity to participate in STRS or PERS, the Charter School shall be responsible for contracting with LACOE for reporting purposes. Such arrangements shall be made prior to the hiring of any employee. The Charter School shall notify LACOE of the staff person who will make the arrangements and provide written notification that arrangements have been made prior to the hiring of employees.
SECTION 4: FULFILLING CHARTER TERMS

4.1 Material Revision to Charter

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

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- Adding a nonclassroom-based program
- Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the enrollment originally projected in the charter petition in any given year
- Addition or deletion of grades or grade levels to be served
- Changes to location of facilities or lease agreements for the Charter School sites, resource centers, meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision
- Admissions requirements and procedures
- Governance structure, including but not limited to: changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval
- Entering into or revising a contract with an EMO/CMO

4.2 State Assessments

The Charter School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests. The state tests required to be administered include, but may not be limited to:

- California Standards Tests
- California High School Exit Examination
- Physical Fitness Test
- California English Language Development Test
- California Alternate Performance Assessment
- Aprenda

4.3 Site Visits

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

- At least one (1) site visit shall be conducted in order to assess the Charter School’s progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter. The primary focus of the visit shall be on teaching and learning and, if applicable, the Student Achievement Plan (described under Section 2: Educational Performance). The site visit may include review of the facility, review of records maintained by the Charter School, interviews with administrators, staff, students, and parents, and observation of instruction in the classroom. The evaluations for each year shall constitute
one (1) basis upon which a renewal decision shall be made at the end of the term of the charter in accordance with the Education Code. Any deficiencies shall be reviewed with the Charter School administration. The Charter School administration shall be given an opportunity to address the deficiencies.

- At least one (1) site visit shall be conducted to examine and reconcile attendance documentation and review the Charter School's compliance with applicable codes and regulations concerning instructional minutes, ADA, and apportionment.

LACOE reserves the right to make unannounced visits to the Charter School. EC § 47604.32(b) requires LACOE to conduct a site visit annually. The purpose of the visits shall be to monitor the instructional program and operations in accordance with County Board of Education Policy 6650.

4.4 Renewals

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

In the case of a countywide charter, the elements of the renewal petition shall comply with EC § 47605.6. The Charter School shall submit its renewal petition for the next charter term along with a copy of the most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The renewal petition may be submitted no earlier than the date CDE releases the schools’ Growth Academic Performance Index Report for the school year prior to the last year of the term of the charter (20XX-20XX) and no later than January 31st of the last year of the term of the charter except as provided for under LACOE Board Policy.

LACOE shall review the charter petition, academic and financial performance, audit reports, annual visitation reports, and conduct a renewal site visit prior to scheduling the renewal request for consideration by LACOE. To the extent required, the charter petition shall be revised in accordance with current statutes and regulations. LACOE shall abide by Education Code, California Code of Regulations, and County Board Policy and Regulation when considering charter renewal.

4.5 Notice of Violation, Opportunity to Remedy, and Revocation

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

4.6 Closure Procedures

At all times it is operational the Charter School shall have closure procedures in place and available for review. Closure procedures shall be submitted to LACOE prior to opening, whenever updated, and upon request. Procedures shall be compliant with requirements contained in County Board Policies and Procedures as operationalized in Attachment D, LACOE Closure Procedures, and shall contain at a minimum:

- Identification of a responsible person(s) (e.g., Executive Director, Financial Officer, President of the Charter School governing board) to oversee and conduct the closure process; this provision shall include a process to ensure that it is updated no less than annually or when any change is made
- Notification of students and families of the Charter School closure
- Security of student and business records
- Processing of final employee payroll and benefits
- Identification of all assets and liabilities and plan for transfer as detailed in the charter
• Final close-out audit to be paid for by the Charter School
• Identification of a source of funding to be used for closeout expenses including the final audit
• Dissolution of the Charter School and/or nonprofit corporation

Further descriptions of each category and a closure procedures checklist are included as Attachment D, LACOE Closure Procedures. The Charter School’s procedures shall also satisfy the definition of “ closure procedures” in Title 5, California Code of Regulations § 11962, to the extent that Section imposes, or is amended to impose, additional requirements.

Closure procedures will not begin until appeal rights (if applicable) have been exhausted. If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), LACOE shall serve written notice on the Charter School that the closure procedures described in Attachment D, LACOE Closure Procedures have been invoked. The Charter School shall immediately identify the specific individual who is responsible for coordinating the Charter School’s close out activities and shall notify LACOE. LACOE shall identify a staff person who shall work with the Charter School to accomplish all close out activities.

The Charter School expressly acknowledges the right of LACOE, on behalf of the County Superintendent of Schools (pursuant to EC § 47604.3), to take immediate and direct control of all of the Charter School’s student and business records at any time after LACOE gives written notice that it is invoking the closure procedures.

SECTION 5: NONDISCRIMINATION

The parties recognize and agree that the Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of race, ethnicity, national origin, gender, sexual orientation (whether perceived or actual), religion, socioeconomic status, or disability. These non-discrimination provisions shall apply to employment as well.

SECTION 6: SEVERABILITY

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

SECTION 7: NON-ASSIGNMENT

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

SECTION 8: WAIVER

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

SECTION 9: NOTIFICATION
All notices, requests, and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To LACOE at:

______________________________
Procurement Services Manager
Los Angeles County Office of Education
9300 Imperial Hwy.
Downey, CA 90242

To the Charter School at:

Name_____________________, Title____________________________

NAME OF SCHOOL: XXXXXX Charter School
ADDRESS 1
ADDRESS 2

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

______________________ Print: ____________________________ Sign: ____________________________
Date Authorized Board Representative, XXXXXX Charter School

______________________ Print: ____________________________ Sign: ____________________________
Date Authorized Board Representative, XXXXXX Charter School

______________________ Print: ____________________________
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 API growth targets and/or AYP 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 API and/or AYP 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 API and AYP, 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 API and/or AYP targets, 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 STAR and AYP 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 API targets or AYP in the prior year. LACOE will review the draft plan and either approve it as submitted or request changes to it. If changes are required, the final Plan shall be due to LACOE by December 1.

Further information regarding API may be found at www.cde.ca.gov/italaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.gov/iteac/ayfindex.asp.
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.

By the fifteen of each month the Charter School shall provide the following reports and documents with full disclosure of transactions to the Controller’s Office, LACOE 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

LACOE may require additional financial related documents and shall request them of the Charter School as needed.
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<th>ITEM</th>
<th>DESCRIPTION OF NECESSARY ACTION</th>
<th>COMPLETION DATE</th>
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<tr>
<td>1.</td>
<td>When revocation, non-renewal, or proceedings have been exhausted, LACOE shall, within three (3) business days, provide the charter school with written notification by certified mail/courier service, of the closure action.</td>
<td>Three (3) business days</td>
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<td></td>
<td>In the case of voluntary surrender, the charter school shall, within three (3) business days of the decision to close, provide LACOE Charter School Office (CSO) with written notification by registered mail that closure procedures have been invoked.</td>
<td>Receipt/Issuance of Closure Action</td>
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<td>In both instances, the dated notice shall be referred to as the “Closure Action.”</td>
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<td>The charter school shall post, in public view at each site, a copy of the Closure Action upon receipt/issuance whether it originates with LACOE or the charter school.</td>
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<td>2.</td>
<td>LACOE CSO shall, upon Closure Action, immediately notify the California Department Education (CDE). The notice will include:</td>
<td>Immediate</td>
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<td>• Charter school name, charter number, CDS code;</td>
<td></td>
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<td></td>
<td>• Reason for closure (revocation, non-renewal, other);</td>
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<td>• Effective date of closure;</td>
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<td>• Description of the circumstances (reason) of the closure.</td>
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<td>3.</td>
<td>The charter school shall, within two (2) business days of the Closure Action, notify LACOE CSO of the location of all student and business records. No student or business records shall be disposed of, moved, or duplicated without the express written consent of LACOE CSO, except that student records may be copied for students’ families or for the purpose of sending them to a receiving school. A record must be kept of all files copied and/or sent; the record must be provided to LACOE.</td>
<td>Two (2) business days</td>
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<tr>
<td>4.</td>
<td>The charter school shall, within two (2) business days of the Closure Action, provide LACOE CSO with the name, address, and contact information of the individual designated as the primary contact for all close out activities of the school, and the board approved resolution appointing this person as primary contact.</td>
<td>Two (2) business days</td>
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<tr>
<td>5.</td>
<td>The charter school primary contact and a member of the charter school’s governing board shall meet with the LACOE Superintendent or designee within 5 days of the Closure Action to review the orderly closing of the charter school. At this meeting: 5a. The charter school shall provide LACOE with a complete and accurate roster of all students enrolled in the charter school including:</td>
<td>Five (5) business days</td>
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<td></td>
<td>• Student names;</td>
<td></td>
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<tr>
<td></td>
<td>• Parent(s)/guardian(s) names, addresses, phone numbers;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Grade levels and grades completed;</td>
<td></td>
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<tr>
<td></td>
<td>• Each student’s district of residence.</td>
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## Los Angeles County Office of Education
### Charter School Closure Procedures Checklist

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<td>5b.</td>
<td>LACOE will determine the date and time when LACOE will retrieve all pupil cumulative records, including but not limited to specific information on completed courses, credit or grade levels, report cards, IEP, discipline records, and immunization records. High school charters will include all curriculum and standard syllabus, instructional materials, and one textbook for each subject.</td>
<td>Time to be determined; no later than 120 business days</td>
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| 6.   | The charter school shall, within five (5) business days of the Closure Action, submit to LACOE CSO for approval a draft of a notification letter to parents. The letter shall include:  
• Reason for closure;  
• Date of closure;  
• Process for the transfer of student records;  
• Current list of local public and charter schools;  
• Name(s) and contact information of the charter school personnel to whom inquiries may be made;  
• The manner in which parents/guardians may obtain copies of pupils’ cumulative records, including but not limited to, specific information on completed courses, credits or grade level, report cards, Individualized Education Program (IEP), discipline records, immunization records;  
• List of public schools in the districts of residence of charter school students.  
Upon LACOE’s approval, the charter school shall mail the letter to parents within three (3) business days. | Five (5) business days |
| 7.   | The charter school shall, within five (5) business days of the Closure Action, draft a notification letter to the districts of residence for all its students and submit to LACOE CSO for approval; the letter will include the date of closure, charter school personnel to whom requests for records can be made.  
Upon approval by LACOE, the charter school will mail the letter to the districts within three (3) business days. | Five (5) business days |
| 8.   | The charter school, if a Local Education Agency (LEA) in a Special Education Local Plan Area (SELPA), shall within five (5) business days of the Closure Action, notify the SELPA of the Closure Action.  
8a. If the last date of instruction is ten (10) or more days from the Closure Action, the charter school must mail parents/guardians copies of their child’s current IEP within five (5) business days of the last date of instruction.  
8b. If the last date of instruction is less than ten (10) days from the Closure Action, the charter school shall mail copies of all student IEPs to the SELPA within 10 days of the Closure Action. | Five (5) business days |
<p>| | | |
|      |                                                                                                                                                                                                                                                                                                                                                                       |                 |</p>
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<td>9.</td>
<td>The charter school shall, within five (5) business days of the Closure Action, notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school’s closure. The charter school shall terminate all existing leases, service agreements, and other contracts for the close out of the school. Leases, service agreements and contracts should be terminated in a cost effective manner in order to minimize expenses. LACOE CSO shall be copied on all correspondence.</td>
<td>Five (5) business days</td>
</tr>
<tr>
<td>10.</td>
<td>The charter school shall, within five (5) business days of the Closure Action, provide written notification to the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), or other retirement benefit administration systems, and follow their procedures for dissolving contracts and reporting. LACOE CSO shall be copied on all correspondence.</td>
<td>Five (5) business days</td>
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<tr>
<td>11.</td>
<td>The charter school shall, within five (5) business days of the Closure Action, notify all faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes. LACOE CSO shall be copied on all correspondence.</td>
<td>Five (5) business days</td>
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<tr>
<td>12.</td>
<td><strong>LACOE CSO</strong> shall respond promptly to inquiries from students, their families, charter school faculty and staff, the community/public, and the media.</td>
<td>Immediately</td>
</tr>
<tr>
<td>13.</td>
<td>Provided that LACOE has possession of pupil records, LACOE shall, within five (5) business days, respond to parent/guardian written requests for a copy of their child’s cumulative file ensuring that the documents are given to the parent/guardian identified as having legal custody/guardianship of the student with regard to educational placement.</td>
<td>Five (5) business days from request</td>
</tr>
<tr>
<td>14.</td>
<td><strong>LACOE</strong> shall, within ten (10) business days, respond to requests for the transfer of students’ cumulative files to other public or private schools in which students enroll.</td>
<td>Ten (10) business days from request</td>
</tr>
<tr>
<td>15.</td>
<td>If the charter school continues instruction to the end of the current academic year, it shall issue report cards within five (5) business days of the last date of instruction.</td>
<td>Five (5) business days from last date of instruction</td>
</tr>
<tr>
<td>16.</td>
<td>16a. The charter school shall, within five (5) days of the last date of instruction, submit an enrollment update to the CDE California School Information Services (CSIS) Program and deposit a copy with <a href="http://lacoemis.org">http://lacoemis.org</a></td>
<td>Five (5) business days from last date of instruction</td>
</tr>
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<td></td>
<td>16b. The charter school shall, within twenty (20) business days of the last date of instruction, provide the LACOE Controller’s Office (CO), Pupil Attendance with the final monthly student attendance registers, signed by teachers and certified by the designated administrator; all teacher contemporaneous records (daily class lists/rosters); and all absence logs, sign-in/out sheets and other supporting documentation for attendance accounting.</td>
<td>Twenty (20) business days from last date of instruction</td>
</tr>
<tr>
<td></td>
<td>16c. The charter school shall provide closing State Attendance Report (SAR) with original signatures as well as the electronic file on compact disk either hand delivered or certified/return receipt mail to LACOE CO, Pupil Attendance within ten (10) business days of the above.</td>
<td>Ten (10) business days</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION OF NECESSARY ACTION</td>
<td>COMPLETION DATE</td>
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<td>17.</td>
<td>The charter school must continue to maintain the same insurance coverage for the period following dissolution and winding up of the corporation or entity.</td>
<td>Continuous</td>
</tr>
<tr>
<td>18.</td>
<td>The charter school shall continue to ensure that assets are protected against misappropriation, theft, and deterioration. Assets shall not be disposed of or moved without the express written consent of LACOE Controller’s Office (CO).保险必须维持至资产根据分配计划妥善处理之日。所有材料/库存所购用联邦资金并受联邦限制必须根据适用联邦法律妥善处理。</td>
<td>Continuous</td>
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<td>Insurance must be maintained until assets are properly disposed of in accordance with the distribution plan.</td>
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<td>All materials/inventory purchased with federal dollars and subject to federal restrictions must be disposed in accordance with applicable federal law.</td>
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<td>19.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, produce for LACOE’s inspection, a comprehensive list of and copies of all existing leases, service agreements, and other contracts. LACOE CSO shall be copied on all correspondences with identified contractors.</td>
<td>Ten (10) business days</td>
</tr>
<tr>
<td>20.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, notify all funding sources (including charitable partners) of the school's closure. LACOE CSO shall be copied on all correspondence.</td>
<td>Ten (10) business days</td>
</tr>
<tr>
<td>21.</td>
<td>If the charter school has any agreements with organizations representing employees, the charter school shall notify the organizations of the Closure Action as specified in the agreements. LACOE CSO shall be copied on all correspondence.</td>
<td>According to agreements</td>
</tr>
<tr>
<td>22.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, notify the LACOE CSO of all pending law suits or legal claims to which the school is a party. The charter school shall immediately notify LACOE CSO if litigation or claims are filed thereafter until the school is formally dissolved.</td>
<td>Ten (10) business days</td>
</tr>
<tr>
<td>23.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, prepare and deliver to LACOE CO a comprehensive inventory of all assets. These assets may not be disposed of, moved, transferred, or liquidated without express written consent from LACOE.</td>
<td>Ten (10) business days</td>
</tr>
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<td>24.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, provide the LACOE CO with a close-out budget that includes the following:</td>
<td>Ten (10) business days</td>
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<td>24a. A description of current and outstanding projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties; and</td>
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<td>24b. A projection of the funds necessary to complete all administrative closure related tasks.</td>
<td></td>
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<td>25.</td>
<td>The charter school shall, within ten (10) business days of the Closure Action, prepare and deliver to LACOE CO a comprehensive list of all creditors and debtors.</td>
<td>Ten (10) business days</td>
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<td>ITEM</td>
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<td>COMPLETION DATE</td>
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<td>26.</td>
<td>The charter school shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Submit a final expenditure report for all grants to the granting agency within twenty (20) business days from the last date of instruction. Federal grants must be closed out, including the filing of the required Final Expenditure Report and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the U.S. Department of Education. LACOE CSO shall be copied on all correspondence.</td>
<td>Twenty (20) business days from last date of instruction; applicable state and federal requirements</td>
</tr>
<tr>
<td>27.</td>
<td>The charter school shall, within twenty (20) business days of the Closure Action and monthly until dissolution, submit to LACOE CO monthly accounts payable along with detailed payment schedules. (Expenditures must be strictly limited to only those that are reasonable and necessary for the on-going day-to-day operations of the charter school. These expenditures are limited to salaries, benefits, utilities, rent, auditor /certified public accountant and insurance and must already be authorized in the budget.) Submit year-end financial reports to the LACOE CO within twenty (20) business days of the last date of instruction.</td>
<td>Twenty (20) business days from last date of instruction</td>
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<td>28.</td>
<td>The charter school shall, within twenty (20) business days from the Closure Action, prepare and deliver to LACOE CO a proposed plan and timeline for the disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities. No assets may be liquidated, disposed of, moved, or transferred, in accordance with this proposed plan until LACOE has given approval and the final closure audit has been concluded.</td>
<td>Twenty (20) business days from last date of instruction</td>
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<td>29.</td>
<td>The charter school shall arrange for a preliminary audit, if requested by LACOE. The charter school shall arrange for a final closure audit no more than 120 calendar days from the last date of instruction; cost of the audit will be considered a liability of the charter school. This audit may coincide with the regular required annual audit. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller’s Office and shall be approved by LACOE with the estimated start and completion date, and estimated cost of audit. The independent auditor will conduct a final audit of the charter school, including but not limited to the following task(s): • An accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value. • An accounting of the liabilities, including accounts payable and any reductions in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation. • An assessment of the disposition of net assets including all unrestricted and restricted funds received by, or due to the charter school. • Verification of school’s comprehensive list of creditors and debtors and the amounts owed or owing. • The charter school will provide copies of the final monthly student attendance registers to the independent auditor.</td>
<td>Upon request 120 calendar days from the last date of instruction</td>
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<td>ITEM</td>
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<td>30.</td>
<td>Based on the audit findings, and with the written approval of LACOE, the charter school shall be authorized to:</td>
<td>Per LACOE approved plan and timeline in accordance with audit</td>
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<td>• Expend identified assets to liquidate appropriate identified liabilities, bearing in mind that assets paid for by state funds shall be transferred to another LACOE charter school operated as or by nonprofit public benefit corporation pursuant to Education Code Section 47604. Assets donated to the school may be returned to donors or disposed of, in accordance with donor’s wishes.</td>
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<td>• Return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include the submission of a final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Report.</td>
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<td>31.</td>
<td>At the conclusion of the final closure audit, all remaining assets shall be disposed of by the LACOE approved plan in accordance with the Education Code prior to any distribution of said assets. Following the resolution of all outstanding assets and liabilities, the charter school shall be dissolved. If the charter school is established as a nonprofit public benefit corporation pursuant to Education Code Section 47604 and does not have any functions other than the operation of the charter school, the corporation shall be dissolved.</td>
<td>Per LACOE approved plan and timeline</td>
</tr>
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<td>32.</td>
<td>On the dissolution date, the charter school shall perform all of the following on behalf of the faculty and staff:</td>
<td>Dissolution date</td>
</tr>
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<td></td>
<td>• File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines;</td>
<td>Twenty (20) business days from dissolution</td>
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<td>• File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63);</td>
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<td>• Make final federal tax payments (employee taxes, etc.);</td>
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<td>• File the final withholding tax return (Treasury Form 941 and State Form DE6);</td>
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<td>• File the final return with the IRS (Form 990 and Schedule).</td>
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<td>The charter school will submit any required year-end financial reports to the CDE and LACOE CO in the form and time frame required, and provide copies of all items above to the LACOE CO within twenty (20) business days of the dissolution date.</td>
<td></td>
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<td>33.</td>
<td>At all times, the charter school shall allow LACOE immediate access, inspection, and copying of all school records including financial and attendance records, upon LACOE’s request.</td>
<td>Immediate access</td>
</tr>
</tbody>
</table>
ATTACHMENT E

Action of the County Board to Authorize the Charter School

(Provided as a separate file)
Request for Taxpayer Identification Number and Certification

(Provided as a separate file)