

Los Angeles County Office of Education
Monitoring and Oversight Memorandum of Understanding¹

Name Charter School

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

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

☐ Direct to County Board (EC § 47605.5) ☐ Establish ☐ Renew

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

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 pupils, and performance-based accountability.

Education Code (EC) § 47605 requires a charter petition 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.

The County Board has established this Monitoring and Oversight Memorandum of Understanding (“Agreement”) to address matters not covered in the charter in order to clarify 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 (Superintendent), its obligation 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 Administrative Regulations. The County Board reserves the right and authority to modify any decision made by the Superintendent, Los Angeles County Office of Education (hereinafter “LACOE”) or a designee.

The fundamental interest of 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 federal, state, and local laws and regulations that apply to the charter school
- Being operated prudently in all respects
- Providing a sound education pursuant to EC § 47605(b)(5)(A)(i-iii) including any future changes and the California Core Content Standards for all of their students.

LACOE will report periodically (annually or as requested or when necessary) to the County Board regarding its delegated oversight of the **Name 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 Charter 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: 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.

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

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 D.

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 revision/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 law or County Board policy, 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 which result in a violation of law will 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. If the Charter School becomes non-operational for any reason, this Agreement (including any addenda) shall remain in effect until closure procedures have been completed. The term of the charter automatically expires if the Charter School becomes non-operational, because of non-renewal, revocation, or 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 Date, Year**, the County Board took action to approve the charter contingent upon the conditions specified in its action (Attachment D). 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 and/or nonclassroom-based** charter school within the geographic boundaries of **NAME OF DISTRICT** in the county of Los Angeles in accordance with EC § 47605 and/or EC § 47605.1 as applicable.
- The Charter School shall serve grades **X-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, **Year**. 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.

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

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The Charter School **will be/is** operated by **Name of Nonprofit**, a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corporations Code § 5110 et seq.) **(Unless the charter is operated by another entity or LACOE, in which case the following sentence may need to be amended)**. 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 County Board reserves the right to appoint a single representative to the Charter School's Board of Directors pursuant to EC 47604(b). 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 have a phone number and e-mail address posted on its website and shall update the posting immediately whenever the information changes. The Charter School's website shall also identify the authorizing entity as the Los Angeles County Board of Education. Prior to opening, annually and upon revision, the Charter School shall provide LACOE with the following information 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 and ensure that this information is kept current.
- Organization chart displaying relationship between governing board and the Charter School leadership.
- Immediate written notice (within 10 calendar days) of any changes in the Charter School's directors, officers, and administrators, and ***provide resumes for the new individuals.***

1.2 Governing Board Establishment

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

- Articles of Incorporation
- Bylaws approved by the governing board
- Conflict of Interest Policy
- Roster and resumes of current governing board members

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

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

1.3 Governing Board Activities

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

B. Governing Board Meetings: The governing board of the Charter School shall conduct public meetings included on the annual calendar 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, and shall be posted on the Charter School's website 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 all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes. 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 ten (10) calendar days. All policies, policy changes, and approved meeting minutes shall be posted on the Charter School's website no more than 30 days after each meeting.

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

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. The policies shall comply with law and be aligned to the approved charter. A copy of these policies and procedures shall be submitted to LACOE no less than 30 days prior to opening, annually, and upon revision. All policies and procedures are subject to review during site visits. Policies identified with an asterisk shall be posted on the Charter School's website at all times the Charter School is operational; the website will be updated within 30 days of any revision.

- *Conflicts of Interest Policy: 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 designated 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 and its implementing regulations, including adoption of the Conflict of Interest Code of the Los Angeles County Office of Education. *Where the filing requirements for the authorizing entity and the Charter School are discrepant with regard to designated filing positions and/or assigned disclosure categories, the requirements of the authorizing entity shall prevail.* The Charter School shall follow the Political Reform Act, the California Corporation Code, and IRS regulations.
- *Internal Fiscal Control Policies: The Charter School shall develop and maintain internal fiscal control policies governing all financial activities that are approved by the governing board. ***The charter school shall submit these policies to LACOE no later than 30 days prior to opening and within 10 days of governing board approval*** whenever the policies are revised
- 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 and Superintendent, as long as the policies do not conflict with Education Code. All new and/or revised policies and procedures will be posted on the Charter School's website no more than 14 days after their adoption. Updated policies and regulations are available to the Charter School on our website www.lacoe.edu.
- Criminal Background Check Policies: These policies shall set the school's standards for employment, volunteering, vendors, and contractors.
- *Educational and Admissions Policies: These policies include admissions, enrollment, and lottery process; electronic device use; special education; homeless and foster youth; independent study; requirements for graduation and for the Certificate of Completion (as applicable)².
- *Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the Charter School's governing board, shall be posted at all of the Charter School's sites, in a place available

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

for public viewing and on its website. Complaint procedures shall identify the Los Angeles County Board of Education as the authorizer, and provide the telephone number to the LACOE Charter School Office and the LACOE website (www.lacoe.edu).

- **Health Policies:* Policies related to absences, illness, medications, blood borne pathogens, immunization requirements, for providing emergency medical services, establishing the Section 504 Accommodation Plan².
- **Comprehensive School Safety Policies:* Policies that provide for a safe learning environment for all pupils. Policies shall include but are not limited to those areas specified and/or associated with EC 32280-32289, as described in Section 1.4(B) of this document.
- **Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to ensure it complies with law and is aligned with the Charter School's board-approved policies and authorized charter. The governing board shall ensure that it is distributed in hard copy to all families each year, to new enrollees during registration, and upon request, and that it is at all times available online. 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 should include policies regarding dress code, student fees and field trips, and the school calendar and bell schedule. Also, a description of complaint procedures that parents may pursue in the event of disagreements, Independent Study and graduation and/or Certificates of Completion requirements. An annual parent meeting shall be held to inform parents regarding policies. The handbook shall be translated into language(s) most represented in the Charter School.
- *Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it complies with law and is aligned with the Charter School's board-approved policies and authorized charter. The governing board shall ensure that it is distributed in hard copy to each employee at the time of their hire and each year at the beginning of the school year. At a minimum, the handbook shall include detailed expectations for standard rules of behavior, employee performance, employee problem solving, due process rights of employees related to disciplinary actions including termination, compensation and benefit information, and a description of both formal and informal complaint procedures, discrimination and harassment, workplace security, drug and alcohol policies, at-will employment (if applicable), confidentiality, electronic communications, family and medical leave and employee benefits.

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.

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 application and enrollment forms and information provided to prospective families
- Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers described in the charter

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

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

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

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

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 Every Student Succeeds Act (ESSA), including the right to request and receive essential information about the professional and qualifications of the teacher(s) instructing their child.

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

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 Record Summaries:

- Department of Justice (DOJ) Clearance: Prior to hiring any employee, the Charter School must obtain an Originating Agency Identifier (ORI) and receive approval of its designated Custodian of Records from the DOJ for the purposes of processing all school employees for DOJ clearance. Obtaining an ORI cannot be done prior to having obtained a school location.
- 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 and contractors 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. The Charter school shall provide certification to LACOE that all employees and volunteers/vendors (as applicable) have cleared a criminal background check prior to any unsupervised contact with students.
- Any visitor to the Charter School shall wear an appropriate identification badge while at the Charter School.

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

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

- Charter School Annual Information Survey
- Local Educational Plan (LEA) Plan
- Federal Cash Management
- Consolidated Application

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

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 and provide CDE with a copy of the SARC to post on its website. 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: Before any individuals are employed, or property or facilities are acquired or leased, 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 Damage to Rented Premises coverage (only required for rented premises the tenant occupies), 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 \$5,000,000 per occurrence and \$5,000,000 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 insured's 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 30 days prior to opening, annually and upon revision, its insurance carrier(s) and inform LACOE immediately if the coverage becomes inoperative for any reason. LACOE may request to see evidence of insurance coverage during site visits.

Certificates of insurance shall be mailed to:

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

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, agents, employees, and volunteers, 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, agents, employees, and volunteers, 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, agents, employees, and volunteers, 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. 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.

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 Contracts or Agreements: Prior to opening, annually, and upon revision, the Charter School shall provide to LACOE a sample 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.

K. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel: Biannually in October 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 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 (l) of Section 47605."

L. Specific Roles to be Identified:

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

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

N. 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 LACOE with the following:

- 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.

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

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

539

SECTION 2: EDUCATIONAL PERFORMANCE

540 2.1 Adherence to the Eight Areas of State Priority

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

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

	State Priority	Description
		<p>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)</p> <p>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))</p>
8	Other Student Outcomes	From the subject areas described above in "Course Access" (or #7), as applicable.

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

2.2 Academic Performance

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

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

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

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

2.3 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 during the first year and each subsequent year of operation including, but not limited to:
 - (1) A description of the curriculum and identification of the basic instructional materials to be used.
 - (2) Plans for professional development for instructional personnel who will deliver the curriculum and use the instructional materials, including agendas, topics to be covered, and speakers.
 - (3) Results of interim/benchmark assessments used to evaluate student specific progress during the school year in addition to the results of the California Assessment of Student Progress and Performance (CAASPP) program in evaluation of student progress.

- (4) If a high school, the University of California course descriptions submitted to UC Doorway (<http://www.ucop.edu/doorwav>).
- (5) 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), the annual instructional minutes, minimum or early release days, holidays, board recess days, and professional development days.
- (6) Daily bell schedule for site-based programs that includes any passing time, breaks or recess, lunch breaks, before and after school activities.
- (7) Designation of any nonclassroom-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).

2.4 Student Achievement Plan³

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

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

If the Charter School is seeking renewal of a charter and has not met its LCAP goals 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.

2.5 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:

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

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

- Evidence that the Charter School is systematically examining student data and using it to drive decisions regarding curriculum and instruction.
- Names and results 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.

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

2.6 Oral Report to the Los Angeles County Board of Education

If requested by the County Board, 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.

2.7 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.

2.8 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.

2.9 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.

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

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

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

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

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

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

SECTION 3: FISCAL OPERATIONS

3.1 Funding

The Charter School shall be funded in accordance with LCFF legislation, Chapter 47, Statutes of 2013 (AB 97) and Chapter 49, Statutes of 2013 (SB 91). The Charter School's entitlement shall be calculated in accordance with LCFF Base Grant, Supplemental Grant and Concentration Grant. 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., line of credit, selling of receivables, loans, grants investments and/or bonds) 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 that is compliant with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter

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

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-Pupil Attendance Accounting and Compliance Unit, the certified data file and original signature reports using the State Principal Apportionment Data Collection Software reports according to the following schedule:

- Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the first business day following April 10.
- Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a Saturday or Sunday, the first business day following April 10.
- 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 no later than September 15 or if it falls on a Saturday or Sunday, the first business day following September 15.

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 or submits incomplete reports, 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 certification, the school ADA defaults to zero and no funds are paid for the P-1 funding period, February through May.

The Charter School shall 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.

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

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.

Charter schools with one or more authorizers or participating in a CMO/EMO structure, shall establish and maintain a separate checking account for all LACOE authorized charters. All site-base payables and receivables shall be conducted through the school's separate bank accounts.

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

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

In accordance with EC § 41020, 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 Business Advisory Services Division, 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
- Documentation related to non-classroom-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 LCFF Base Grant, Supplemental Grant and Concentration Grant 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:

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

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

816 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**

817 **Reporting**

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

824 **SECTION 4: FULFILLING CHARTER TERMS**

825 **4.1 Material Revision to Charter**

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

- 829 • Substantial changes to the educational program (including the addition or deletion of an
- 830 educational program), mission, or vision.
- 831 • Changing to or adding a nonclassroom-based program.
- 832 • Proposed changes in enrollment that increases or decreases by more than 20 percent +/- of the
- 833 enrollment originally projected in the charter petition in any given year or a change that could
- 834 significantly impact the academic or financial sustainability of the School.
- 835 • Addition or deletion of grades or grade levels to be served.
- 836 • Changes to location of facilities or lease agreements for the Charter School sites, resource
- 837 centers, meeting space, or other satellite facility including the opening of a new facility; temporary
- 838 locations rented for annual student testing purposes shall be exempted from this provision.
- 839 • Changing admissions requirements and procedures.
- 840 • Governance structure, including but not limited to: changes in number of board members, method
- 841 by which new board members are selected, and/or changes in majority/quorum or other
- 842 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, including the designation of a test site coordinator and the establishment of accounts with each test vendor. The state tests required to be administered include, but may not be limited to:

- Smarter Balanced Assessments
- California Standards Tests (select tests/grades)
- Physical Fitness Test
- California English Language Development Test / English Language Proficiency Assessments for California
- California Alternate Assessments

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 will be given an opportunity to address the deficiencies.
- At least one (1) site visit shall be conducted to review the charter school facilities. LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the Charter School's needs, is safe, and complies with all applicable codes, laws, and ordinances. The school will be expected to make any required corrections identified by the facilities inspection team within a timeframe that is commensurate with the violation, or concern.

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

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 § 47605(k)(3), 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' academic performance data for the school year prior to the last year of the term of the charter and no later than January 31 of the last year of the term of the charter except as provided for under County Board Policy.

LACOE shall review the charter petition, consider the Charter School's academic, financial, and operational performance (including its audit reports and annual visitation reports), and conduct a renewal site visit as part of the renewal process. 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 (CCR), 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 EC § 47604.32, 47605, 47605.6 and 47607; with Title 5, CCR § 11962 and 11962.1; as well as with County Board Policies and Procedures, and shall contain at a minimum, the following:

- 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 closure procedures are 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.
- System for exiting all students correctly in CALPADS. The exit date must be on or before the official closure date.
- Processing of final employee payroll and benefits, including contributions to STRS/PERS, as applicable.
- Identification of all assets and liabilities and the 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 of these items can be found in the laws and regulations listed above in 4.6.

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 closure procedures have been invoked. No later than 10 days after receiving that notice, the Charter School will meet with LACOE to plan for the orderly closing of the Charter School. Individuals present at that meeting shall include the individual the Charter School identified as responsible for closure, a member of the Charter School's governing board and LACOE staff that will work with the Charter School to complete all close out activities.

The Charter School expressly acknowledges the right of LACOE, on behalf of the County Superintendent of Schools 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 closure procedures.

SECTION 5: REQUIRED DISCLOSURES

The preliminary or final written results of any investigation of **the Charter School** will be provided as soon as possible, (within 48 hours of receipt), to the LACOE Charter School Office for its review. This includes, but is not limited to, any Notices of Violation or Orders to Comply from any federal, state or local agency.

930 LACOE will determine whether the violation constitutes grounds for revocation under Education Code
931 47607(c)(1).

932 The notice of any litigation in which the school is involved, the subject of litigation, and the potential
933 liability, if any, to LACOE will be provided as soon as possible, (within 5 business days of receipt), to the
934 LACOE Charter School Office.

935 Pursuant to reasonable requests under EC 47604.3, the charter school shall, upon request, provide
936 LACOE with parent notifications, documents related to due process, summary reports on internal or
937 external investigations, financial records, and student disciplinary records.

938 The Charter School will provide advance notification (in alignment with parent notification) of expulsion
939 hearings to the LACOE CSO. The Charter School will provide to the LACOE CSO for review, *upon*
940 *request*, documentation of findings/evidence related to expulsions; including an audio or video recording,
941 or certified written transcript, of the hearing.

942 **SECTION 6: NONDISCRIMINATION**

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

949 **SECTION 7: SEVERABILITY**

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

953 **SECTION 8: NON-ASSIGNMENT**

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

956 **SECTION 9: WAIVER**

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

961 **SECTION 10: NOTIFICATION**

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

To LACOE:

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 Indra Ciccarelli, Director II
Los Angeles County Office of Education
9300 Imperial Highway
Downey, CA 90242

To the Charter School:

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

To the Charter School governing board:

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

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

Date Print Sign
Authorized School Representative, Name of Charter School

Date Print Sign
Authorized Board Representative, Name of Charter School

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

Attachment A: Student Achievement Plan Guidelines

I. Overview

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

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

II. Required Components of the Student Achievement Plan

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

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

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

Further information regarding API may be found at www.cde.ca.gov/italaciap/index.asp on the LACOE website. Information on AYP, including targets and criteria may be found at www.cde.ca.gov/viteac/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 Education 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 (month-to-date/year-to-date for actuals and budget and comparisons)
5. Statement of financial position
6. Year to date budget to actual statement
7. Notes to financial statements
8. General Ledger (excel or compatible spreadsheet)
9. Schedule of Debts/Liabilities with dates of the origin of the debt, cost of borrowing, and repayment plan with timelines
10. Monthly Cash Flow Projections - submit on quarterly basis by the 15th day after the end of each quarter
11. Quarterly Consolidated Financial Report(s) – for organization that have more than one charter school or operating under a CMO/EMO structure.
12. Shared cost allocation plan, along with established methodology for cost shared between the Charter schools, CMO/EMO, and other organizations.

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)

Annual Submission Timeline and Due Dates

(Provided as a separate file)

Attachment D

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)