

Memorandum of Understanding (MOU) Resource

Samples and Cross Reference

September 2022

The Memorandum of Understanding (MOU) Resource is a product of CA 2.0—Advancing Equity and Access through Quality Authorizing—an initiative led by the California Charter Authorizing Professionals (CCAP

MEMORANDUM OF UNDERSTANDING (MOU) RESOURCE

Introduction

The California Charter Authorizing Professionals (CCAP) collaboratively developed a new approach to charter school authorizing, designed consistently with sound regulatory principles and recognizing the realities of this complex but important work — CA 2.0 Advancing Equity and Access through Quality Authorizing (CA 2.0).¹ CA 2.0's goal is to develop a system of processes and practices that focuses on the core questions that charter authorizers must answer through their oversight of charter schools — relying on key indicators of performance instead of on rules and checklists — and that enable all authorizers to meet their responsibilities despite limited resources.

CCAP refers to these core questions as the Core Charter Performance Questions. In one form or another, the Core Charter Performance Questions guide an authorizer in all of its responsibilities: deciding whether to approve charter petitions, monitoring and reporting on a charter school's ongoing operations, determining when and how to intervene if performance targets are not met, and deciding whether to renew. Each of these actions is bound by a set of procedures and criteria in the charter law, but these actions are fundamentally guided by the answers to the following four Core Charter Performance Questions:

1. Is the charter school's education program a success?
2. Is the charter school financially viable?
3. Is the charter school operating and governed effectively?
4. Is the charter school advancing equity and access through serving public policy purposes?

¹ https://calauthorizers.org/wp-content/uploads/2020/12/California-Authorizing-2.0-CCAP-11192020_kwc-11.13.20-v4.pdf

The State Board of Education has adopted some regulations, but, unlike in other states, no official standards or specific protocols for authorizing have been developed to support all authorizers in answering the Core Charter Performance Questions. CCAP has developed this reference resource on Memoranda of Understanding (MOU) between authorizers and charter schools setting forth mutual expectations, with contractual terms addressing details of provisions of state law as well as details not dictated by state law but valuable for authorizers and charter schools to establish among themselves. This Memorandum of Understanding Resource is intended to support authorizers in the fulfillment of their responsibilities to ensure that charter schools deliver a successful educational program, are financially viable, are operating and governed effectively, and serve public policy purposes by advancing equity and access in California’s public education system as a whole.

The Memorandum of Understanding (MOU)

In most other states, charter contracts between authorizers and charter schools are the legal instrument establishing the charter school and setting forth its obligations as public school. In California, the school’s charter petition (referred to in most other states as the application) as approved by the authorizer serves this purpose, frequently augmented by one or more MOUs between authorizer and school.

It is a recommended best practice that authorizers utilize Memoranda of Understanding (MOU) to articulate and augment the expectations of the charter school that are not described in the charter petition. The purpose of this document is to provide authorizers examples of several of MOUs to refer to as they consider use of MOUs and work with their legal counsel to develop their own MOUs. This initial resource provides these samples merely as a frame of reference to raise awareness of possible MOU provisions — among authorizers that already utilize MOUs as a point of comparison, but especially among authorizers that have not yet utilized MOUs. It includes two redacted school district MOUs (“D1” and “D2”) and two redacted county office of education MOUs (“COE1” and “COE2”), with cross-reference tables indexing the pages on which the key provisions can be found in each of the sample MOUs. Some explanatory notes are provided, along with the space for authorizers to note their own observations and questions. Authorizers and charter schools should consult their own legal counsel with any contracting questions. Not every aspect of contractual language may be identified, and some contract language is subject to interpretation.

This resource, like all CCAP resources, is intended to be a dynamic instrument, with new iterations adopted as California charter school law, policy, and authorizing practice continue to develop. Future iterations may incorporate more sample MOUs, as well as a model MOU that can be adopted or adapted by small authorizers in consultation with their legal counsel.

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Introduction

Topic: Introduction

Purpose: These provisions name the authorizing board and the charter school/ nonprofit as the legal entities agreeing to the MOU. Short references for the formal names of the parties typically are established (*e.g.*, “District” or “Board” or “charter school” or “nonprofit”). The provisions explain the relationship between the authorizer and charter school/nonprofit. They often provide the background of the California Charter Schools Act and the rationale of the MOU. The legal authority of both the authorizer and the nonprofit are also described.

(Note: This resource is for illustrative and discussion purposes only, and the MOUs highlighted are merely examples. Authorizers and charter schools should consult legal counsel for assistance with contracting.)

| Topic | D1 | D2 | COE1 | COE2 |
|------------------|-----|-----|------|------|
| Pages located on | | | | |
| Introduction | 1 | 1 | 1 | 1 |
| Recitals | 1 | 1 | N/A | N/A |
| Purpose | N/A | N/A | N/A | 1 |

Notes

Terms and Relationship Defined

Topic: Terms and Relationship Defined

Purpose: These provisions address certain aspects of the school as well as its relationship to the authorizer.

(Note: This resource is for illustrative and discussion purposes only, and the MOUs highlighted are merely examples. Authorizers and charter schools should consult legal counsel for assistance with contracting.)

| Topic | D1 | D2 | COE1 | COE2 |
|-------------------------|-------|-----|------|-------|
| Pages located on | | | | |
| Terms of Agreement | 1-2 | 1-2 | 1 | 2-3 |
| Terms of the Charter | N/A | N/A | 2 | 3 |
| Administrative Services | 11-13 | 2-3 | N/A | N/A |
| Governance | N/A | N/A | 2 | 4-5 |
| School Policies | N/A | 12 | N/A | N/A |
| Educational Program | 3 | N/A | 2 | 14-18 |
| Fiscal Operations | 2-4 | 5-6 | 2-3 | 18-20 |
| Legal Relationship | 4-5 | 6 | N/A | N/A |
| Facilities | 19 | 3 | 6 | 13-14 |
| Special Education | 13-14 | 4 | N/A | 17 |

Notes

- D1, D2, Administrative Services: Examples of where district is to provide certain operational services to the charter school.
- COE2, Governance: 1.3.D “Governing Board Policies” are recommended, but not legally required (legal reference EDC 44050).
- D1, Facilities: This is an example of a charter receiving a district facility under Proposition 39.
- COE2, Facilities: This includes an example of a conditional requirement that applies in the event the school seeks a facility under Proposition 39.
- D1, Special Education: Relationships between authorizer and charter school for special education purposes vary, with the school being its own Local Educational Agency (LEA) or a school of the school district for special education purposes, with some as members of the district Special Education Local Plan Area (SELPA) or an all-charter SELPA. Many authorizers and charters enter into a separate MOU addressing special education.
- D2, Special Education: Example of confirming that the charter will be considered a school of the district for special education purposes.

Oversight Responsibility

Topic: Oversight Responsibility

Purpose: These provisions outline the activities and responsibilities of the authorizer and charter school as a matter of oversight. They often set forth clear expectations for schools in a variety of areas, such as legal requirements, operations activities, communication, site visits, fiscal requirements.

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| Topic | D1 | D2 | COE1 | COE2 |
|----------------------------|---------|--------|----------------|---------------------|
| Pages located on | | | | |
| Fiscal and Funding | 7, 9-11 | 5, 7-9 | 3-5 | 18-20 |
| Personnel/ Human Resources | 8-12 | 11 | 5 | 8-9; 12 |
| Educational Program | N/A | 11 | 2 | 14-18 |
| Governance | 10 | 12 | 2 | 4-5 |
| Insurance | N/A | 10 | 4-5; Exhibit A | 10-11 |
| Oversight Fees | 7 | N/A | 4 | 20-21 |
| Site Visits | 6 | N/A | N/A | 22 |
| Student Discipline | 17 | N/A | N/A | 8 |
| Records | 16-17 | 12 | 4 | 10; 13 (Facilities) |
| Reports | 7-9 | 7-8 | 3 | 10; 12; 17; 22 |

Notes

- COE2, Independent Study: Example of language that precludes short-term independent study as the primary mode of instruction.
- Insurance: Consult risk management staff and legal counsel regarding the insurance coverage requirements.

Renewal and Material Revisions

Topic: Renewal and Material Revisions

Purpose of section: This section describes the legal requirements for renewal and material revisions. Oftentimes authorizers include additional expectations outside of statute (*e.g.*, recommended submission timelines, interpretation of what constitutes a material revision).

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| Topic | D1 | D2 | COE1 | COE2 |
|--------------------|-----|-----|------|-------|
| Pages located on | | | | |
| Renewal | 19 | N/A | N/A | 22-23 |
| Material Revisions | N/A | N/A | 7 | 21-22 |

Notes

Standard Contract Provisions

Topic: Standard Legal Requirements

Purpose of section: These types of provisions are common to all kinds of contracts, not just MOUs related to charter schools. They address ongoing details of the relationships between the parties, details about how communications and disputes between the parties will be addressed, etc.

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| Topic | D1 | D2 | COE1 | COE2 |
|--------------------|----|-----|------|------|
| Pages located on | | | | |
| Severability | 20 | 13 | 7-8 | 24 |
| Notification | 20 | 13 | 7 | 25 |
| Indemnification | 15 | N/A | 4 | 11 |
| Dispute Resolution | 20 | N/A | 7 | N/A |

Notes

Appendices

Topic: Appendices

Purpose of section: Appendices, or attachments or exhibits, to the MOU allow the parties to address details that may not be appropriate or helpful to include in the main body of the MOU. Appendices also are used where the provisions of the main body of the MOU are standard for all authorized schools but the particulars of certain aspects of the authorizer-school relationship vary in key areas. Appendices also are where district authorizers often will address additional services that will be provided to charter schools.

(Note: This resource is for illustrative and discussion purposes only, and the MOUs highlighted are merely examples. Authorizers and charter schools should consult legal counsel for assistance with contracting.)

| Topic | D1 | D2 | COE1 | COE2 |
|---------------------|-----|-----|------|-------|
| Pages located on | | | | |
| Insurance | N/A | N/A | 9 | N/A |
| School Improvement | N/A | N/A | N/A | 27 |
| Financial Oversight | N/A | N/A | N/A | 28-29 |
| Reporting Timeline | N/A | N/A | N/A | 30 |

Notes

- COE1, Exhibit A: Example of setting forth requirements for insurance coverage in a separate appendix or exhibit rather than the body of the MOU.
- COE1, Exhibit B: Placeholder for provisions specific to the particular charter school, which that charter school must meet as a condition of the authorizer's approval of the petition.
- COE2, Attachment A: Example of setting forth separately requirements in the event the school fails to meet academic objectives.
- COE2, Attachment B: Example setting forth separately financial oversight and reporting processes.
- COE 2, Attachment C: Placeholder for annually updated schedule of the school's reporting requirements.

SAMPLE MOU D1

MEMORANDUM OF UNDERSTANDING
by and between
_____ UNIFIED SCHOOL DISTRICT
and _____ CHARTER SCHOOL

Effective Date: July 1, 202_

This Memorandum of Understanding ("Agreement") is entered into by and between the _____ Unified School District ("District") and _____ Charter School ("_CS"), a California nonprofit public benefit corporation operating _____ Charter School (the "Charter School") a charter school authorized by the District under the laws of the State of California. The District and _CS are collectively referred to herein as the "Parties."

I. RECITALS:

A. The _____ Unified School District is a school district existing under the laws of the State of California.

B. _CS is organized for the specific purposes as stated in its Articles of Incorporation, "to manage, operate, guide, direct and promote the _____ Charter School." _CS shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and where this Agreement obligates the Charter School to a particular course of action, _CS is coextensively required to fulfill such obligation.

C. The District is the chartering authority of the Charter School. With a term coterminous with the Charter School's renewal term commencing July 1, 202_, this Agreement supersedes and replaces any prior memorandum of understanding executed by the parties and is intended to outline the agreement of _CS, the Charter School, and the District governing their respective fiscal and administrative responsibilities and their legal relationships, as well as the operation of the Charter School.

D. The terms of this Agreement are intended by both parties to become part of the standards and procedures set forth in the approved Charter School's Charter ("Charter"). To the extent the terms of this Agreement is/are inconsistent with any terms of the Charter, this Agreement shall control. In addition, if the Charter is silent on an issue addressed by this Agreement, this Agreement shall control. As such, any failure to meet and comply with the terms of the Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f), and will be treated and enforced by the District in the same manner, subject to Education Code Section 47607(g)-(n) and applicable implementing regulations, as it would any other violation constituting a ground for revocation.

D. Written modifications of this Agreement may be made by mutual agreement as set forth below.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and the Charter School regarding the operation of the Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties.
3. The duly authorized representative of the Charter School is the Director, Chief Business Officer, Board Chairman, or their designee.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. All communication regarding any aspect of the operation of the Charter School shall be initiated by the Charter School with the Superintendent unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of the Charter School.
5. This Agreement shall be effective upon ratification by both the District's Board and the __ CS Board of Directors. The term of this Agreement shall be coterminous with the term of the Charter and run from July 1, 202_, through and including June 30, 202_, unless earlier terminated in accordance with the terms of this Agreement.

B. Funding

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental, and concentration grants. Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education ("SBE"). All information provided by Charter School shall be truthful and accurate.
2. LCFF includes accountability requirements. Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
3. The Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
 - a) Consultation with teachers, school personnel, pupils, bargaining units (if applicable);
 - b) Provide notice of the opportunity to submit written communication,

consider stakeholder input, and approve in public meetings held in conformity with the Brown Act;

c) Adopt LCAP concurrent with the Charter School's budget, submit to both the District, the _____ County Office of Education ("_COE") and the CDE, and post on the Charter School's website.

4. The Charter School shall comply with all accountability measures including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:

a) SBE regulations including but not limited to all requirements "to increase and improve" services for targeted students.

b) Obtain parent and public input in developing, revising, and updating LCAPs.

c) Submit the LCAP to the District 15 days prior to submittal to county and/or state.

d) The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.

5. The Charter School shall comply with any and all Common Core State Standards ("CCSS") requirements currently in effect, or which go into effect during the period of the Charter School's operation.

6. The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.

7. Grants written by and obtained by the Charter School will come directly to the Charter School and not go through the District.

8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, which it may do in its sole discretion, the District shall receive a percentage of the funds to be allocated to the Charter School consistent with the percentage of funds it receives for oversight or as specified by the specific funding source, whichever is greater. Funds shall be allocated to the Charter School on a prorated basis based on the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to the Charter School on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.

9. The Charter School shall cooperate fully with the District in any applications made by the District on behalf of the students of the Charter School.

10. The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of funds.

11. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall only be used to provide educational services and support consistent with its Charter and shall not be used for purposes inconsistent with the approved Charter, this Agreement or any duly approved and authorized amendments to the Charter or this Agreement.

C. Legal Relationship

1. The Parties recognize that __CS is a separate legal entity that operates the Charter School's program under the supervisory oversight of the District.

2. The Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

3. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

4. The Charter School shall not have the authority to enter into a contract that would bind the District, or to extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom the Charter School enters into an agreement or contract for goods or services that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

5. The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement, or any acts or errors or omissions by the Charter School and/or Charter School Personnel (as defined in the paragraph below). This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of any negligent or intentional acts, errors or omissions of the District and/or District Personnel.

6. The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "Charter School Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School and/or Charter School Personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the acts and services to be performed by the District under this Agreement, or any acts or errors or omissions by the District and/or District Personnel. This indemnity and hold harmless provision shall exclude actions brought by third persons against the Charter School arising out of any negligent or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

7. The Charter School will comply all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code Section 54950 et seq.), the California Public Records Act (Gov. Code Section 6250 et seq.), conflict of interest laws, including without limitation, the Political Reform Act (Gov. Code, Section 87100) and Government Code Section 1090 (or any state regulation regarding conflicts of interest specific to Charter Schools), as set forth in Education Code section 47604.1. It shall be the sole obligation of the Charter School to ensure that any corrective action taken to cure conflict of interest problems complies with conflict of interest laws. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. Section 1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. Section 6301, et seq. ("ESEA")) and agrees to take appropriate remedial action if notified by the District, State of California, and/or Office for Civil Rights ("OCR"), or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing. The Charter School shall operate within any regulations of the District addressing charter schools.

8. It shall be the sole responsibility of the Charter School to file, and to update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code Section 53051. It shall also be the sole responsibility of the Charter School to file an amendment to the Statement of Facts within 10 days after a change in any of the required information. Charter School shall provide the District with a copy of the amendment at the time of filing.

D. Fiscal Relationship,12

1. *Oversight:*

a) The Charter School and District agree that the "supervisory oversight" as used in Education Code Section 47613 and this Agreement shall include, but will not be necessarily limited to, the following:

(1) Review and revision of this Agreement and subsequent amendments or other agreements to clarify and interpret the Charter and the relationship between the Charter School and the District.

(2) Monitoring performance and compliance with the Charter and with applicable laws, including the following:

(a) Identify at least one staff member as a contact person for the Charter School;

(b) Visiting the Charter School at least once per year;

(c) Ensuring that the Charter School complies with all reports required of charter schools by law, including the LCAP and annual update to the LCAP required pursuant to Section 47606.5;

(d) Monitoring the fiscal condition of the Charter School;

(e) Notifying the CDE upon the occurrence of any of the events described in Education Code section 47604.32(a)(5).

(3) Monitoring the Charter School's operations to ensure that conditions requiring revocation do not exist; handling Charter revocation processes, if any, including investigation of the Charter School's conduct, preparing corrective plans; hearing alleged violations and monitoring efforts to cure deficiencies.

(4) Activities related to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

(5) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

(6) Any review of teacher credentials pursuant to Education Code section 47605(1).

(7) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3, as applicable.

(8) Participation in the dispute resolution process described in the Charter.

b) The Charter School may process Charter School STRS and PERS through the District in accordance with Education Code Section 47611.3.

c) For purposes of fiscal oversight and monitoring by the District, the Charter School shall provide the District with a copy of the documents, data and reports required to be provided by this Agreement, in the form and at the times specified. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by the Charter School and delivered to the District shall be brought to the Charter School's attention in writing within thirty (30) days of receipt by the District of the documents, data and records.

d) Oversight Fees. The Charter School shall pay the District up to one percent (1%) of the Charter School revenues to cover the actual cost of supervisory oversight. "Charter School Revenue" means the amount received by the Charter School in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03. The District will invoice the Charter School for this amount after it closes books for the prior fiscal year. Amounts not paid within thirty (30) calendar days from the Charter School's receipt of the invoice may be deducted from the in-lieu-of property taxes, if any, otherwise due from the District to the Charter School.

2. *Reports*

a) Student Data

During the school year, monthly enrollment, and Average Daily Attendance ("ADA") reports with respect to the Charter School shall be provided to the District.

b) The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit, and for purposes of the District's provision of attendance accounting administration. The District shall conduct attendance accounting administration required of the Charter School and prepare and transmit copies of the P-1, P-2, annual state attendance reports as and any other attendance-related report required of charter schools to the CDE. Copies of amended attendance reports, if any, shall be provided to the District within three (3) weeks of discovery of the need for making such an amendment. In addition, the Charter School shall be responsible for

reporting and submitting all necessary information required to be submitted to the California Basic Educational Data System ("CBEDS") and the California Longitudinal Pupil Achievement Data System ("CALPADS") and to the CDE by required deadlines. Personnel Data/Credential Data

The District, on the Charter School's behalf, shall maintain records regarding teacher credentialing certificates, permits, or other documents equivalent to that which teachers in other public schools are required to hold, consistent with the human resources-related administrative services provided by the District, as addressed below. Teacher credentials and permits shall be subject to periodic inspection by the District. Copies of credentials for each teacher hired by the Charter School shall also be obtained by the District consistent with the human resources-related administrative services provided by the District, as addressed below.

All employees of the Charter School, volunteers who are not parents and who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with Education Code Sections 45125.1 and 44237. The District, on the Charter Schools' behalf as part of the administrative services provided to the Charter School, will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The District, on behalf of the Charter School, shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.

The Charter School shall monitor the assignment of its certificated employees to ensure they are in a teaching or services position for which they hold a teacher credentialing certificate, permit, or other document required for the teacher's certificated assignment or are otherwise authorized to be assigned under Education Code Sections 47605(1) and 47605.4. Charter School will assist the District with monitoring of all the Charter School's certificated employees utilizing the California Statewide Assignment and Accountability System (CalSAAS) and shall correct any misassignment consistent with applicable law.

The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code sections 44030.5. The District shall be provided a copy of such report concurrently with its submittal to CTC.

The Charter School will provide the District with a copy of its Employee Handbook at any time any revisions are adopted.

c) Budget/Financial Data

Budget Data:

A preliminary budget shall be provided to the District and the _____ County Superintendent of Schools for review by no later than July 1 of each year.

A copy of the adopted budget shall be provided to the District for review by no later than July 15 of each year.

The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to be determined appropriate by State law but in no case less than 5% of year end expenditures of the Charter School.

A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District within thirty (30) calendar days of adoption of revisions. The Charter School shall provide with its budget a copy of the budget guidelines, policies, and internal controls annually by June 30 of each year.

Cash Flow Data:

District shall be notified in writing at twenty-one (21) calendar days in advance of any action by the ___CS Board of Directors to incur short or long term debt. Financing documents shall be made available for District review upon request. The District shall provide the Charter School with in-lieu property tax estimates and other available financial data necessary for the Charter School to meet its budget and fiscal obligations outlined in this Agreement and in statute within a reasonable period of time after the written request, but in no case later than 30 days thereafter.

Financial Data:

The Charter School will prepare and submit financial reports to the District and the _____ County Superintendent of Schools in accordance with Education Code Section 47604.33(a).

Financial Audit:

The Charter School shall provide a copy of the Charter School's Audited Financial Report to the District, the _____ County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 annually. Audit exceptions or deficiencies identified in the audit report shall be addressed by the Charter School through the development of a remediation plan outlining how and when they will be

resolved. The remediation plan will be provided to the District by January 15 of each year, or within four (4) weeks following the finalization of the Audited Financial Report, whichever is later.

d) Governance Data/Meeting Information

Copies of meeting agendas for meetings of the Charter School's Board of Directors shall be posted at the Charter School's facility and on its website in accordance with the Brown Act, which shall also serve as notification to the District of the same. Copies of meeting minutes shall be posted online within 15 days after their approval by the ___ CS Board of Directors.

e) Payroll Information

Certificated and non-certificated employee salary schedules shall be provided to the District when updated and at any other time upon request. Copies of individual employment contracts shall be provided to the District upon execution.

t) Risk Management Data

A copy of the Charter School Emergency Preparedness Plan shall be provided to the District as updated.

g) Performance Report

The Charter School will prepare an annual performance presentation in coordination with the District containing all information necessary to demonstrate that the Charter School is pursuing adequately and/or meeting the applicable accountability standards described in the ESEA. The performance presentation shall be provided to the District before June 30 of each year on a date and time scheduled by the District and ___CS.

h) Other

The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District and _____ County Office of Education.

3. *Administrative Services.*

a) The Charter School has the obligation to provide all services necessary to operate the Charter School. The Charter School may provide the administrative services necessary to operate the Charter School directly or it may contract with a third party to provide services. If Charter School purchases administrative services from a third party other than the District, it shall ensure that the District is able to access the Charter School's

documents held by the third-party service provider.

b) In providing payroll administration services for the Charter School, the District shall provide STRS and PERS reporting for the Charter School in exchange for its actual cost for providing that service pursuant to Education Code Section 47611.3.

c) The Charter School and the District agree that the District shall provide the following fiscal and administrative services for the Charter School:

(1) *Attendance accounting administration*

- Preparation of P1, P2, and annual documents (J13 when applicable) documents for the Charter School and transmit to appropriate educational agencies (County Office of Education, CDE)

(2) *STRS, PERS administration and reporting*

(3) *Payroll administration*

(4) *Human resources-related support, including:*

- Input teacher credential information into applicable student information system.
- Maintain certificated staff credential status and notify the Charter School when an employee's credential needs to be renewed.
- Arrange for, manage, and maintain records regarding fingerprint reports/background checks from FBI/DOJ, send required notices for staff, parents, volunteers.
- Send credential accountability reports to _____ County Office of Education.
- TB test records and compliance management; send list to the Charter School for TB test updates when needed.
- Personnel Action Form ("PAF") handling, e.g., translate PAF to payroll, hold work calendar, salary schedule adjustments, etc.
- Onboarding for new hires, including management of legal documents/forms and government notifications, student information system data input; set up new email accounts; set up Frontline user/password; manage payroll/salary schedule setup and send information to payroll.
- Workers' compensation support and administration, if a claim is made.
- Frontline Sub system: add/remove staff and provide maintenance and support.

- Support for staff trainings related to compliance requirements (e.g., mandated reporter/child abuse and neglect, sexual harassment, COVID-19 employee safety training).

(5) *Information Technology Support, including:*

- Provide access to student information system to appropriate Charter School staff and subject to applicable confidentiality conditions of use, and hold the license for the Charter School; District to manage updates, maintenance, and system accountability for attendance, staff credentials, staff id, SSID, student data, and immunizations on student information system; the Charter School inputs student information system data and runs needed reports except for attendance accounting specified in (1) above.
- Microsoft Office 365: District provides licenses and access to this software/service, sets up and maintains Charter School email accounts.
- Management of network infrastructure and internet connectivity.
- District will maintain devices provided by District to the Charter School for the Charter School's students but the Charter School is responsible for maintenance of its own purchased devices.

(6) *Business Services*

- Procure insurance/certificates of insurance as needed for field trips.

In exchange for these services, the District shall charge the Charter School and indirect fee of 2% of the Charter School's total budgeted general fund expenditures. The Charter School will be invoiced by the District quarterly and Charter School shall pay the District within thirty (30) calendar days from date of invoice.

d) The District shall provide access for the Charter School to purchase general liability insurance coverage and health benefits coverage through existing District plans at the Charter School's own cost, but reserves the right to split out the Charter School from the District's policy in the future with reasonable prior notice sufficient for the Charter School to procure alternative coverage. The District, however, makes no guarantees regarding availability or terms and conditions of these insurance coverages for Charter School nor does the District make any representations to the Charter School regarding suitability of these coverages for the Charter School's needs. The District will invoice the Charter School annually at the beginning of the fiscal year for reimbursement of the Charter School's portion of the

District's insurance coverage costs and Charter School shall pay the District within thirty (30) calendar days from date of invoice.

e) Should the Charter School desire to purchase additional administrative or business services from the District, the District may agree to provide such additional services at its discretion, and the applicable charge for such services shall be negotiated between the parties contemporaneously, and through a separate written agreement. The Charter School shall request administrative services in writing. The Charter School shall have no obligation to pay for services unless agreed to in writing between the parties.

E. Special Education Services

1. The Charter School is a local educational agency member of the El Dorado County Charter Special Education Local Plan Area ("SELPA"), and hereby acknowledges its responsibility as an LEA. Any change to that status will require immediate revision to this Agreement.

2. IDEA. Charter School is solely and independently responsible for compliance with the Individuals with Disabilities Education Act ("IDEA") and State special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School.

3. FAPE. The Charter School shall ensure that all students with disabilities who attend the Charter School are provided a free and appropriate public education ("FAPE") in compliance with all applicable laws and regulations including the IDEA (20 U.S.C. Sections 1400 et seq.) and California Education Code Sections 56000, et seq., and their implementing regulations.

The Charter School shall inform parents annually in writing of their right to access the full continuum of services, including special day class, nonpublic school, or residential care, while enrolled at the Charter School, as required by state and federal law and each students' respective Individualized Education Program ("IEP"). By September 1st each year, the Charter School shall provide the District with a copy of this annual parent notice.

4. Non-Discrimination. The Charter School shall ensure that no student otherwise eligible to enroll in the Charter School will be denied admission or enrollment to the Charter School due to their special education status or disability, or due to the Charter School's inability to provide necessary services. (Education Code Section 47605(e)(1).) The Charter School shall ensure that no qualified student with a disability is excluded from

participation, denied the benefits of, exited from, or otherwise subjected to discrimination under any program of the Charter School, on the basis of their disability.

The Charter School acknowledges that no Charter School employee, agent, and/or representative, shall take any action to encourage, persuade, and/or cause the parents/guardians of any student with an IEP seeking to enroll in the Charter School to agree to a different level of services other than that specified in the student's IEP.

The Charter School shall not require students to modify their IEP to align to the services offered on site at the Charter School and shall not require a student to exit the Charter School and enroll with the District if provision off APE requires a more intensive level of support such as special day class, nonpublic school, or residential care.

5. Transfer of Student Records. The District will ensure that the Charter School is provided with timely notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP. All records and files will be released with the signed permission of the parent/guardian. As between the Charter School and the District, the Charter School is solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information regarding any student enrolling from a non-District school.

2. Services and Responsibility of the Charter School. The Charter School is responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall employ appropriately qualified, credentialed employees or contract with appropriately qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services for:
 - a. Child find;
 - b. Interim programs;
 - c. Referral;
 - d. Assessment;
 - e. Placement
 - f. Special education instruction;
 - g. Related services;
 - h. Due process;
 - i. Discipline/manifestation determination;
 - j. Transportation;
 - k. Charter School staff development and training;
 - l. Consultation with District Administration

3. A Policy. Upon request, the Charter School will provide the District with a copy of all SELPA policies, procedures, and other requirements regarding special education.
4. Student Withdrawal from the Charter School. Within three (3) business days of any Charter School special education student's expulsion, withdrawal or disenrollment from the Charter School for any reason, the Charter School shall notify the student's district of residence, the District's Special Education Director, and the SELPA of the student's name, date of expulsion, withdrawal or disenrollment, and to the extent such information is known to the Charter School, the reason for such separation and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts. If the Charter School expels a student, it is obligated to pay any costs of that student's placement and services during the term of expulsion up until such time as the student is enrolled in another school to the extent required under state and federal law.
5. Indemnification. __CS and the Charter School agrees to indemnify and hold harmless the District, its officers, employees, and agents against any and all claims, demands, causes of action, damages, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from __CS/the Charter School's provision of special education and related services to the students of the Charter School and from any act or omission of __CS/the Charter School or any of its officers, agents, employees, guests, patrons, or invitees. __CS/the Charter School shall, at its sole risk and expense, defend any and all due process hearings, suits, actions, or any other legal proceedings which may be brought or instituted against the District, its officers, employees, and agents on any such claims, demands, causes of action, damages, costs, and liabilities.

Indemnification and defense of the District by __CS/the Charter School under this section shall include indemnification and defense against any and all claims, demands, causes of action, damages, costs, and liabilities arising out of __CS/the Charter School's violations or alleged violations of Education Code § 5600 et seq., Section 504 of the Rehabilitation Act, the Americans with Disabilities Act ("ADA"), IDEA, the Fair Employment and Housing Act ("FEHA"), or other similar law. __CS/the Charter School's obligations under this paragraph shall not be limited by Charter's insurance coverage.

For the avoidance of doubt, any and all claims, demands, causes of action, damages, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from any obligations of the District related to the District's own obligations to provide special education and related services to a student and from any act or omissions by the

District shall be subject to the District's indemnification obligations as to ___CS/the Charter School as specified in Section ILC(6) above.

F. Section 504 of the Rehabilitation Act of 1973

1. The Charter School shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the ADA, and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its sole legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures, and forms. These policies, procedures and forms will describe how the Charter School will:

- a) Respond to requests from parents for evaluation and/or services;
- b) Conduct evaluations of students;
- c) Convene meetings to determine eligibility and/or placement and services;
- d) Provide regular or special education services necessary to provide FAPE to students with disabilities eligible under Section 504; and
- e) Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504 compliance and identify that person to the District's Director of Child Welfare and Attendance in writing of the responsible individual. The designated Charter School employee shall notify the District's Director of Child Welfare and Attendance anytime a student eligible under Section 504 withdraws from Charter School, including notice of the school in which the student enrolled in following withdrawal from the Charter School and the student's district of residence.

In the case of pending student discipline of students eligible under Section 504, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students, as specified above. Prior to recommending expulsion of a Section 504 eligible student, the Charter School will convene a review committee to determine whether the student's misconduct was a manifestation of his or her disability or related to the Charter School's failure to implement the

student's accommodation plan. The Charter School may proceed with the discipline only if it is determined that the student's misconduct was not a manifestation of their disability or related to the Charter School's failure to implement the student's accommodation plan. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

G. Student Application/Registration/Records/Withdrawal

1. The Charter School shall adopt student registration forms for use after admission, but prior to enrollment, that include questions about whether the student is currently receiving or has ever received special services (e.g., special education, Section 504 plan, accommodation plan), or has been expelled from a school district.

2. The Charter School shall adopt a Records Request Form similar to that used by the _____ County Office of Education. The Charter School shall use the Records Request Form to request previous school records for all students who indicate an intention to enroll in the Charter School.

3. The Charter School shall provide copies of the student application, registration, and records request forms to the District's Director of Student Services upon written request.

4. Within thirty (30) days of a student's withdrawal or disenrollment from the Charter School, the Charter School shall notify the student's district of residence and the District's Director of Student Services of the same. Such notification shall include the student's name, date of withdrawal or disenrollment, reason for withdrawal or disenrollment, and school/district of attendance.

5. Within thirty (30) days of a District student's withdrawal or disenrollment from the Charter School for any reason, the Charter School shall notify the District's Director of Student Services and include the student's name and date of withdrawal or disenrollment, and the reason(s) for the withdrawal or disenrollment, if known.

H. General and Special Education - Discipline and Documentation

1. The Charter School shall maintain copies in student files of any behavior reports for general education students. All documentation pertaining to special education students - IEPs, behavior reports, requests for services, referrals, etc., shall be kept in locked files within an appropriate location designated by the Charter School.

2. Prior to an expulsion recommendation for a student currently receiving special education, or for whom the Charter School has a basis of knowledge may be eligible for special education, the Charter School shall notify the District Director of Student Services whenever the Charter School intends to recommend

for expulsion a student currently receiving special education, or for whom the Charter School has a basis of knowledge may be eligible for special education.

3. The Charter School shall notify the District Director of Student Services of every recommendation for expulsion by providing a copy of the notice at the same time it is sent to the student's parent/guardian.

4. The Charter School shall notify the District Director of Student Services of every decision to expel a student by providing a copy of the written notice of the decision to expel at the same time it is sent to the student's parent/guardian.

I. Human Resources Management

1. All staff working at the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.

2. The Charter School will be considered the public school employer of the employees at the Charter School for purposes of the Educational Employment Relations Act.

J. Transportation

All transportation services, if offered by the Charter School, will be provided by the Charter School, including transportation for field trips.

K. Nutritional Services

The Charter School will be responsible for providing its own food services for Charter School students. However, the Charter School may continue to contract with the District for the provision of food services as it has done to date, subject to mutual agreement of the parties in a separate written agreement, or by contracting with a third party.

The Charter School itself, or through a contracted party, shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day. The Charter School itself, or through a contracted party, shall provide this meal for any eligible student on any school day that the student is scheduled for educational activities, as defined in Education Code Section 49010.

L. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, ESEA, IDEA, state law on the education of students with disabilities, and Section 504, the Charter School is autonomous for the purposes of, among other things, deciding the Charter

School's educational program.

2. The Charter School calendar shall be submitted annually to the District by June 1st for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the District.

3. It is understood that the Charter School is required to comply with all applicable accountability provisions of Title I, Part A in ESEA.

- M. Facilities. The Charter School is currently housed on District property at , CA. The Charter School and the District shall execute a separate written agreement (known as the Lease and Facilities Use Agreement) that outlines the Charter School's lease and use of District property and facilities, as well as the satisfaction of District requirements under Education Code Section 47614.
- N. Renewal. The parties recognize that the Charter School will be required to meet the applicable requirements of law governing renewal. If the Charter School intends to apply for a renewal of its Charter, it shall submit its petition no later than six (6) months in advance of the end of its current term, unless otherwise agreed by the District and the Charter School. The renewal petition must satisfy all applicable legal criteria governing renewal under the Charter Schools Act, Education Code Sections 47600, et seq. The renewal petition submitted to the District shall be redlined to show all edits made to the petition since the last version approved by the District.
- O. Response to Requests. Pursuant to Education Code section 47604.3, the Charter School shall respond promptly to all reasonable requests of the District.
- P. Legal Counsel. The Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- Q. Enrollment of Expelled Students. Neither the Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity, during the term of the expulsion.
- R. Provision of Documents. With both parties understanding that some state, federal and county documents directed toward the Charter School may be mailed to the District, the District agrees to pass on such documents and forms to the Charter School in a timely manner, so the Charter School may complete its legal obligations. The Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.
- S. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of the Charter School governance structure with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and

approval of the District pursuant to applicable provisions of the Education Code.

- T. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- U. Reimbursement of Mandated Costs. The Charter School shall seek reimbursement of its mandated costs, if any, directly from the State, to the extent allowable by law.
- V. Dispute Resolution. All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the charter or acts or omissions of the Charter School that constitute grounds for revocation of the charter shall not be subject to the dispute resolution process in the Charter and shall be handled pursuant to Education Code section 47607 and its implementing regulations.
- W. Notifications

Unless otherwise specified herein, any notice, documentation, and/or information required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:

_____ Unified School District

Attn: _____

(District Address)

Phone: _____

Fax: _____

_____ Charter School

Attn: _____

(School Address)

Phone: _____

Fax: _____

If to the Charter School:

- X. Authority.

Each person below warrants and guarantees that they are legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement subject to ratification by the Parties respective governing boards.

_____ USO/ _____ Charter School Memorandum of Understanding (7/1/2_-6/30/2_)

Y. Counterparts.

This Agreement may be signed in counterparts such that the signatures may appear on the separate signature pages. Signature pages transmitted by facsimile or electronic mail to other Parties to this Agreement shall have the same force and effect as signature of the original.

Z. Subject to Ratification.

This entire Agreement is subject to the approval/ratification of both the District's Board and the __CS Board of Directors.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the dates shown below.

Dated:

Superintendent

Unified School District

Dated:

Director

Charter School

SAMPLE MOU D2

MEMORANDUM OF UNDERSTANDING BETWEEN
_____ SCHOOL DISTRICT
AND
_____ CHARTER ACADEMY

This Agreement (or Memorandum of Understanding “MOU”) is executed by and between the Board of Trustees of the _____ School District (hereinafter referred to as “District”) and the _____ Charter School (hereinafter referred to as “_CS”), a California non-profit public benefit corporation (“Charter School”). _____ Charter School has been granted charter school number ____ by the California State Board of Education.

RECITALS:

- A. The District is a school district existing under the laws of the State of California.
- B. _CS submitted a petition to establish a charter school to the District, which the District will have for approval on _____, 202_. The renewal term beginning on July 1, 202_ – June 30, 202_ is the fourth renewal for this charter.
- C. This Agreement is intended to outline the parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest.
- D. If any provision of this MOU is inconsistent with the charter, the terms of the charter shall prevail.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth Charter School and the District do hereby agree as follows:

AGREEMENTS:

I. TERMS AND RENEWAL:

- A. The term of the Agreement is for the five year renewal period, from July 1, 202_ – June 30, 202_.
- B. The Agreement is subject to termination during the term or any renewal as specified by law or as otherwise set forth in this Agreement.
- C. The parties agree that the recitals set forth above are true and are incorporated as essential terms of this MOU.
- D. Any modification of this Agreement must be in writing and executed by the duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.

1. The duly authorized representatives of __CS are the Executive Director and the President of the Board of Directors or the Board of Directors as a whole.
 2. The duly authorized representatives of the District are the District Board of Trustees (“Board”) and Superintendent or designee. For purposes of amendment of the Charter, the __CS Council is required to take action.
 3. The District reserves the right of approving amendments and/or revoking __CS charter as specified in Education Code Section 47607.
- E. __CS shall ensure that its name _____Charter School is correctly spelled in all notifications to the State and in its corporate documents.
- F. The Charter for the _____Charter School is currently serving K – 5 on-site classroom populations only. A revision to this service may be made during this term by __CS Council approval and by District Board approval to serve up to and an including TK – 5th grades in any year of renewal period.

II. ADMINISTRATIVE SERVICES

- A. In accordance with Education Code Section 47613, the District may charge for the actual costs of supervisory oversight not to exceed one (1) percent of the revenue of __CS. “Revenue” is defined in accordance with Education Code Section 47613(f) as the general purpose entitlement and funding, as defined in Education Code Section 47632(a) and (b). This payment will be made in semi-annual payments or in the method or timing most acceptable to the District.
- B. __CS and the District agree that “supervisory oversight”, as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:
1. All activities related to the Charter revocation and renewal and processes as described in Section 47607.
 2. Activities relating to monitoring the performance and compliance of __CS with respect to the terms of its Charter, related agreements, and all applicable laws.
 3. Participating in the dispute resolution process described in the Charter.
 4. Review and timely response to __CS’s Annual Independent Fiscal and Performance Audit.
 5. Identification of at least one Staff member as a contact person for __CS.

6. Visitation to __CS at least annually.
7. Ensuring that __CS provides all reports required of charter schools by law.
8. Monitoring the fiscal condition of __CS.
9. Providing timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of __CS is granted or denied.
 - __CS is revoked.
 - __CS ceases operation for any reason.

C. In addition to the supervisory oversight responsibilities and the oversight fee described above, the District shall also provide __CS with the following services and __CS shall compensate the District as follows:

1. Facilities and Campus Services (including classrooms, custodial, library, computer labs, school resource officer, family resource center, music for specified grade levels, and campus counseling services): __CS is housed in District facilities, receives all services, and is entitled to all facility usage of any other school on the campus location. The fee will be calculated each school year as of a not later than March 1 snapshot of actual classroom usage for each area of the campus to determine cost share. Payment for cost share to be transferred back to (third-party provider name) (as third-party provider pays all fees for campus to District) not later than June 30 of each school year. For the 202_/202_ school year, the fee will be (amount) for facilities and (amount) for campus cleaning and facility usage supplies (total of _____).
2. Meal Services: __CS receive breakfast and lunch meal service from the District. The District ensures that the meal program provided to all schools in the District, including __CS, complies with all federal requirements and state/local health regulations. Students pay fees for lunches or participate in the free/reduced lunch program, for which the District receives reimbursement. The District provides staff for all students of the District for food services.
3. Business Services: __CS will receive business services which may include but not be limited to the following services: monthly payroll; issuance of W2s; tax deposits; maintenance of the General Ledger; deposit and enter cash receipts; assist in purchasing and AP processing; print and mail all AP checks; process and submit SACS reports as required during the year; assist in the development and revision of the budget; complete monthly cash flow reports; generate revenue and expense reports and facilitate auditor's requests. The District will provide PERS and STRS reporting for __CS

employees. An annually negotiated fee between the District and __CS will be calculated. Currently, the 202_/202_ school year fee for such services is 2% of the charter funding as described in Section II A.

4. Transportation to and from School: Bus services for students traveling within bus boundaries of service on ___ and courtesy travel by bus through established bus stops to and from _____ to be provided by _____ School District. The total cost of bus service is divided by students of actual use from the March 1 snapshot. The number of __CS students utilizing the bus service will be the rate of payment due by __CS to the District no later June 30.
 5. Special Education: __CS students will have full access to special education, early intervention, and academic intervention that is of equal service provided to any other student attending any other school in the District. For services provided on site, __CS will pay the District an annual fee. This will include falling under the District umbrella for special education services provided to the District by ___ County Office of Education. An annually negotiated fee between the District and __CS will be calculated. Currently, the 202_/202_ school year fee for such services is (Amount). For every year the District will refer to the prior year as a base and calculate costs based on actual students receiving service. Please see attachment A for 201_/202_ billing reference.
- D. __CS shall retain the authority to contract with third parties for any services required to operate the charter in the accordance with the law, this MOU, and the approved charter. Prior to contracting with any other entity as primary provider of business and/or administrative services, __CS shall provide timely notice and seek approval by the District's Board of Education.
- E. Additional services may be contracted by __CS from the District if available pursuant to a separate written agreement between the Parties.

III. PROGRAMMATIC AUDIT

After receipt of standardized testing scores and statewide or similar school ranks, __CS administrator will compile and provide to the District an annual performance audit documenting whether or not students are achieving the measurable outcomes defined in the Charter and such other information requested by the District relating to __CS's performance. This section does not limit the District's statutory authority to make reasonable requests for information at any time during the year.

IV. FUNDING

- A. To the extent that __CS is required to submit records or information to the District in order to confirm funding, those records shall be prepared by __CS in a format acceptable to the District. Record and information requests from _____ County Office of Education or the California Department of Education for the purpose of funding will be completed in coordination between __CS and the District.
- B. As established by Education Code Section 47630 et. seq., __CS shall receive funding under __CS funding model as follows:
1. A general purpose entitlement pursuant to Education Code Section 47633, which includes in-lieu property taxes and state aid.
 2. Funding as pursuant to Education Code Section 47634.
 3. __CS is also entitled to lottery funds, pursuant to Education Code Section 47638.
 4. __CS is also entitled to a variety of state and federal application based programs funding models that are included in the Local Control Accountability Plan, as well as various grant opportunities. __CS will apply for these funds with assistance from the District Business Services.
 5. Any additional funds negotiated by __CS in accordance with Education Code Section 47636.
- C. __CS has elected to receive funding as a dependent charter, with funding received through the District, pursuant to Education Code Section 47651.
- D. The District shall provide funding in lieu of property taxes to __CS as required by law. The District will apply these funds to the __CS budget by the fifteenth (15) day of each month as required by law. The District shall have the right to withhold any amounts owed by __CS to the District; however, __CS will receive notice of this withholding.
- E. In addition to the funding specified above, the parties recognize the authority of __CS to pursue additional sources of funding.
1. The District has no obligation to apply for additional sources of funding for __CS.
 2. __CS shall cooperate fully with the District in any funding applications made by the District on behalf of the students of __CS.

3. ___CS agrees to comply with all regulations related to expenditures and receipt of such funds.
- F. ___CS agrees that all revenue obtained from the District shall only be used as set forth in the approved charter and any authorized amendments.

V. LEGAL RELATIONSHIP

- A. Members of ___CS Council and all officials of ___CS shall file with the District and all other required entities, copies of all Fair Political Practice Commission conflict of interest forms, or forms that may otherwise be required by law i.e. a Statement of Economic Interests which is required under the Political Reform Act by the Fair Political Practices Commission which are required of public school district board members and officials, and shall abide by an adopted conflicts code.
- B. The Parties agree and understand that all employees of ___CS shall be employees of ___CS and that it shall be the exclusive public school employer for the purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O).
- C. ___CS agrees to pay any and all attorney's fees and costs incurred by the District, the District's insurer, or its joint authority (JPA), that provides liability or property coverage to the District, that are incurred in any successful effort by the District, the insurer, or JPA to invoke or enforce the indemnification and insurance provisions of this Agreement. Any successful effort includes, but is not limited to: 1) the District prevailing in any litigation against ___CS, or its insurance providers, seeking to invoke or enforce the indemnification and insurance provisions of this Agreement, and 2) voluntary acceptance of the indemnification and insurance provisions of this Agreement by ___CS or its insurance providers. All fees and costs incurred by the District, the insurer, or JPA, after the District, the insurer has requested in writing, that ___CS or its insurance provider comply with the indemnification and insurance provisions of this Agreement, shall be paid to the District, the insurer, or JPA whichever has paid the fees and costs.
- D. The Parties recognize that ___CS is not a separate legal entity, as it is a dependent charter of the District. As such, in accordance with Education Code Section 47604(c), if the District complies with all oversight responsibilities required by law, the District shall not be liable for the debts or obligations of ___CS or for claims arising from the performance of acts, errors, or omissions by ___CS and/or its employees.
- E. Any complaints/concerns received by the District about any aspect of the operation of ___CS or about ___CS shall be forwarded by the District to ___CS in a timely manner. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the charter, the District may request that ___CS inform the District of how such concerns/complaints were addressed. ___CS agrees to provide such information.

VI. FISCAL RELATIONSHIPS

- A. To the extent that the District is required to submit financial forms on behalf of __CS, __CS is responsible for providing the necessary information to the District in a timely manner and in a format acceptable to the District. __CS agrees to follow processing schedules and District business office procedures.
- B. AVERAGE DAILY ATTENDANCE. __CS will be responsible for its daily and monthly attendance accounting. __CS will submit the attendance reports in accordance with the District format and State law and regulations to the District's attendance officer. These reports will be submitted to the District at least one week prior to the county submission due dates for the P1, P2 and annual attendance periods. These dates will be part of __CS's annual calendar development. Such attendance will be included in the annual independent audit of __CS.

__CS will report to the District the names of the students who have newly enrolled in __CS, including their name, address, grade level, and the student's prior district and school. In the case of Kindergarten students, __CS will report the school they would have attended if they are residents of the District. This will occur on the CBEDS reporting date and during the annual report (without student names), or as otherwise required by law. __CS will report the names of the students who have disenrolled from __CS along with the reason for disenrollment (i.e. returning to district of residence, drop out, or expulsion) and where the student intends to attend school upon __CS's action of dropping the student. __CS will report all students who disenroll and who plan to reenroll in the District promptly upon learning of the disenrollment.

- C. ANNUAL AUDIT: __CS will be included with the District in the independent audit and in accordance with all applicable laws. The audit will be conducted in accordance with generally accepted accounting principles applicable to public schools. The annual audit will be completed and received by the chief business the District, who will review the audit with __CS. The __CS Council and the District Board will accept and approve the audit before it is forwarded by the District's official of chief business affairs to _____ County Office of Education and the State Controller's Office and the California Department of Education. All submission timelines will be met.

__CS's Executive Director will submit audit findings and corrective action plans to the District and the County Office of Education in a timely manner. Audit exceptions must be resolved to the satisfaction of the District's governing board.

- D. In the event that the District seeks and receives a voter approval for a general obligation bond, parcel taxes, or similar financial instrument, __CS shall have no entitlement to any portion of the funds unless negotiated in advance or unless otherwise required by law. __CS agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

- E. __CS agrees that it shall establish a fiscal plan and provide a copy of this plan to the District, for repayment of any loans received by __CS in advance of receipt of such loans. It is agreed that any and all loans sought by __CS shall be the sole responsibility of __CS and the District shall have no obligation for repayment nor shall the District guarantee repayment of any such obligations.
- F. Absent written agreement otherwise, the District shall not advance any funds to __CS. In addition, the District shall not act or provide a line of credit for __CS.
- G. __CS shall maintain a minimum of 5% or \$50,000, whichever is greater, of annual total expenditures, transfers out, and other uses of funds of __CS as reserve account for economic uncertainty.
- H. __CS shall annually prepare and submit, via the agreement between __CS and the District's business services, the following reports to __ County Superintendent of Schools in the format dictated by the County Superintendent of Schools:
1. On or before July 1, a preliminary budget for the upcoming year.
 2. On or before September 15, unaudited actual data for the full prior year.
 3. On or before 45 days after the Governor signs the annual Budget Act, a revised budget including any revisions in revenues and expenditures that have been made to its budget to reflect the funding made available by the Budget Act.
 4. On or before December 15, an interim financial report reflecting changes through October 31. This interim report shall include projections of year end balances and projections for the next two years.
 5. On or before March 15, a second interim financial report reflecting changes through January 31. This interim report shall include projections of year end balances and projections for the next two years.
 6. __CS shall develop and monitor its budget in accordance with established laws and regulations. __CS will utilize and develop an annual budget development and monitoring calendar in coordination with the District's business services. State required financial reports shall be reviewed by __CS and the District prior to their due date.

VII. FISCAL CONTROLS

- A. Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure __CS's funds are used to most effectively support the school's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate and lawful fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized in accordance with amounts specified in the adopted budget; (2) the School's funds are managed and held in a manner that provide a high degree of protection of the School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the District, the County Office of Education or the California Department of Education.
- B. Segregation of Duties: __CS will follow and maintain purchase order policies of the District. All proposed expenditures must be approved by the Executive Director or designees who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on an electronic general ledger. The transactions will be posted on the ledger by someone at the school site or contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.
- C. Banking Arrangements: __CS will maintain an account with the [REDACTED] County Treasurer and will provide to the District a list of all other accounts __CS holds in any other financial institution, including banks or credit unions, or with any person or entity. The District bookkeeper will reconcile __CS's ledger(s) with its accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Executive Director or designee and finance committee of __CS Board will regularly review these statements. The District will deposit funds on behalf of __CS as soon as practical upon receipt. A petty cash fund may not exceed \$500 and may be established with an appropriate ledger to be reconciled twice monthly by the school secretary, who shall not be authorized to expend petty cash.
- D. Purchasing Procedures: All purchases over forty five thousand dollars (\$45,000.00) must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services with _____ School District is under California Uniform Public Construction Cost Accounting Act (CUPCAA). With \$45,000 - \$175,000 informal bid necessary only and from preferred vendors. Purchases or projects over \$175,000 go to formal bid process. The Executive Director or designee shall not approve purchase orders or warrant requests lacking such documentation. Documentation shall be attached to all warrant and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for at least three (3) years.

E. Property Inventory: The Executive Director or designee shall establish and maintain an inventory of all non-consumable goods and equipment over five hundred dollars (\$500.00). In addition, an inventory shall be established and maintained of all electronic and computer equipment. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting __CS's assets. Property will be inventoried on an annual basis.

F. Property and Liability Insurance: __CS shall be insured under the District policy. The District shall retain appropriate property and liability insurance coverage for all schools in the District. Property insurance shall be for replacement costs and have limits of the total insured value of any school's contents and personal property. The District shall carry general liability insurance including broad form contractual liability coverage or its equivalent with limits of no less than \$2,000,000 per occurrence and \$5,000,000 general aggregate. Limits are to be applicable to the District and shall not be eroded by any other losses arising out of the operations for any school in the District. The District shall be named as additional insured by way of endorsement to this policy.

The Directors and Officers Liability Insurance, including Employment Practices Liability Insurance, shall be obtained and kept in force at all times by the District for all schools, including __CS, with a self-insured retention of no more than five thousand dollars (\$5,000.00) per occurrence. The District shall be named as additional insured on this policy.

H. Indemnification and Hold Harmless: __CS shall comply with the indemnification requirements outlined in the approved charter.

I... Certificate of Insurance: Prior to commencing services pursuant to this Agreement, the District shall provide certificates as evidence of the existence of the insurance required by this Agreement. Such certificate shall include the Endorsements described in this Agreement as attachments.

K. Workers' Compensation: As a school of the District, __CS shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "__CS is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement".

L. Injury and Illness Prevention: As a school of the District, __CS shall maintain and enforce the District's Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "__CS is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness

Prevention Plan in accordance with such provisions before commencing the performance of this Agreement”. The Injury and Illness Prevention Plan is available from the District with regard to any school or employee of the District.

VIII. HUMAN RESOURCES MANAGEMENT

Employees of __CS are solely the employees of __CS. As such, __CS shall have the sole responsibility for employment management, dismissal, and discipline of its employees.

- A. __CS will conform to the laws regarding background checks, fingerprinting, and credentialing. Teachers of core academic subjects shall be held to the same credentialing standard as teachers in the public schools. No Charter School teacher shall be maintained in employment without compliance with Education Code Section 47605(1).
- B. _____ School District will oversee human resource documents, contracts, and procedures for this dependent charter.
- C. _____ Charter School employment is at will.

IX. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight monitoring of __CS shall be in conformance with District Board policy and the terms of the approved charter. At the District’s request, Charter School and District personnel shall meet to discuss areas of concern, review and monitor records and student progress. In addition, __CS shall furnish the District with an annual report and evaluation, utilizing the District’s template of its educational program as further outlined herein. The annual report will complement and provide the basis of the on-site annual visit.
- B. __CS agrees to administer the current statewide mandated performance assessments. Results of such statewide assessments shall be provided to the District within one month of receipt by __CS.
- C. __CS Council shall be responsible for operating __CS in conformance with the provisions of the approved charter and this MOU.
- D. It is agreed that the availability of instructional materials is critical to the learning process, including, but not limited to, state adopted textbooks and other materials that supplement the delivery of a solid core curriculum. __CS recognizes that these instructional materials must be in adequate supply.
- E. __CS agrees to prepare and publicly distribute recruitment materials in languages that address the demographics of the District. Enrollment will be open to all students and __CS shall admit all pupils who wish to attend up to capacity.

X. SPECIAL PROGRAM/SERVICES

- A. In the event that either party to this agreement wishes to have its staff and or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event. Such arrangements must be made with the appropriate site administrator or District personnel in advance and confirmed in writing.

XI. CHARTER SCHOOL POLICIES AND PROCEDURES

- A. Copies of all Charter School Policies and Procedures shall be provided to the District promptly upon adoption by __CS. Any revised, amended, or deleted policies shall also be forwarded to the District.
- B. __CS shall maintain an anti-nepotism policy, which shall be provided to the District and a conflicts code which shall align with the approved charter. Additionally, persons related by blood or by marriage to a charter school employee shall not be appointed to a position where one relative would be in a supervisory position over another. Any employment of relatives outside of the restrictions herein noted must receive prior approval of __CS Board.
- C. __CS shall maintain a conflicts of interest policy, which shall be aligned to the charter and provided to the District. This policy shall reflect compliance of the governance structure of __CS with the California Corporations Code and the Government Code's Political Reform Act. __CS agrees that it is responsible for complying with ethics and conflicts of interest laws that may apply to it. __CS has not received advice or authorization from District regarding its obligations under these laws.

XII. STUDENT RECORDS

- A. __CS hereby irrevocably designates employees of the District as having a legitimate educational interest such that they are entitled to access to education records of Charter School students under 20 U.S.C.A 1232g, the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) ("FERPA"). Charter School, its officers, and employees shall comply with FERPA at all times.

XIII. BROWN ACT/PUBLIC RECORDS

__CS shall fully conform to the Brown Act as set out in the California Government Code. The Brown Act requires school boards/councils to conduct their business in a pre-announced open session with an agenda unless specific conditions exist that justify the meeting of a board in closed session. In addition, all of __CS's records that relate in any way to the operation of __CS, including without limitation all of the records of the non-

profit corporation operating __CS, and any other entity to the extent it participates in the operation of __CS, are deemed to be subject to the requirements of the Public Records Act (Government Code Section 6250, *et seq.*) as well as Education Code Section 47604.3.

XIV. LEGAL SERVICES/OTHER SERVICES

__CS will be under the legal counsel umbrella of the District; however, the costs of such services may be incurred by __CS. __CS reserves the right to subcontract any and all services specified in this agreement to the District and/or to public or private subcontractors as permitted by law and as available from the District. __CS shall immediately inform the District of any contracts it enters into.

XV. NO AGENCY RELATIONSHIP

No agent, employee, or servant of __CS shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. This is with regard to employment rights with the District. __CS is responsible for its acts and for the acts of __CS's agents, employees, servants, and subcontractors while acting under __CS's direction during the entire term of this agreement.

XVI. SEVERABILITY

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

XVII. NOTIFICATION

All notices, requests, and other communication under this agreement shall be in writing and mailed to the proper address as follows:

To the District: _____ School District, (District Address)

To __CS: _____ Charter School, (Charter School Adress)

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

Dated: _____

School District
Superintendent and Charter School Executive Director
(Name)

Dated: _____

Charter Academy
Charter School Director
(Name)

DRAFT

SAMPLE MOU COE1

AGREEMENT BETWEEN
_____ **COUNTY BOARD OF EDUCATION**
AND
Enter non-profit name
FOR THE OPERATION OF Enter school name

This Agreement is made and entered into this (day) day of (month), (year) by and between the _____ County Board of Education (“Board”) and (_____), a nonprofit public benefit corporation operating (School Name) (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the _____ County Superintendent of Schools (“County Superintendent”) shall be referred to as “_COE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the countywide petition of Charter School, for a five-year period beginning on (Enter date) through (Enter date).
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). (Enter nonprofit name) is the California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of (Enter nonprofit name) as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify _COE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and _COE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on Enter date, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to _COE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and _COE are separate legal entities. _COE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide _COE with a complete 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, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update _COE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with _COE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences. Any such independent study will be limited to occasional, incidental instances of extended absences due to travel or extended illness. 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.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize _COE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that _COE is not responsible to provide funding in lieu of property taxes to Charter School.

3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to _COE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to _COE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from _COE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that _COE shall receive written notice of all loans received by the Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that neither the Board nor _COE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with _COE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the _____ County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) _COE will only withdraw funds from the _____ County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
 - b) _____ County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.

- c) Charter school's _____ County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to _COE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and _COE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or _COE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to _COE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as _COE, the Board and the County Superintendent.
2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and _COE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) 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 Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or _COE, its officers and employees, and satisfy any resulting

judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or _COE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or _COE, as applicable; and (b) the Board, County Superintendent and/or _COE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or _COE, and are not entitled to benefits of any kind or nature normally provided to _COE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify _COE in writing within **three (3) business days** of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as may be amended or added during the term of the charter.

H. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or _COE, nor to extend the credit of the Board, County Superintendent and/or _COE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or _COE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title 5, section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to _COE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by _COE for records and information related to this contract.

4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
 - i. None of the principals of either the C/EMO or Charter School has conflicts of interest.
 - ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
 - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide _COE a copy of the following:
 - i. C/EMO agreement (or revision to an agreement).
 - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
 - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
 - iv. A list of other schools managed by the C/EMO.
 - v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by _COE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, _COE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide _COE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide _COE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to _COE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter.

The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(g). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between _COE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

IV. MATERIAL REVISIONS

Modifications of the approved charter must be in writing and submitted to _COE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board, and will take effect only if approved by the Board.

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq., Charter School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

IX. NOTIFICATION

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

To _COE at:

_____, Deputy Superintendent
_____, County Office of Education
_____, Address

To (Nonprofit) at:

(School Representative), Title

(School Name)

Enter address

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A and Exhibit B
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

Charter School, at its sole cost and throughout the charter term, shall procure and maintain in effect each insurance listed below. All required insurance, and if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

EXHIBIT B

CHARTER-SPECIFIC CONDITIONS

As a condition of charter petition approval by the Board, the following charter-specific conditions must be met by (Enter Date).

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SAMPLE MOU COE2

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

3 **Name Charter School**

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

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

Direct to County Board (EC § 47605.5) Establish Renew

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

5 **INTRODUCTION**

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

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

16 **PURPOSE OF AGREEMENT**

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

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

26 The County Board has established this Monitoring and Oversight Memorandum of Understanding
27 (“Agreement”) to address matters not covered in the charter in order to clarify monitoring and oversight
28 expectations and responsibilities. The Charter School Act allows the County Board to authorize charter
29 schools under specified circumstances and by doing so, becomes the authorizing agency of the charter
30 schools. The County Board has delegated to the County Superintendent of Schools (Superintendent), its
31 obligation to oversee its authorized charter schools under the terms of this Agreement the provisions of
32 the school’s charter, applicable laws, regulations, and County Board Policy and Administrative
33 Regulations. The County Board reserves the right and authority to modify any decision made by the
34 Superintendent, _____ County Office of Education (hereinafter “COE”) or a designee.

35 The fundamental interest of COE is, on a continuing basis, to be reasonably assured that charter
36 schools authorized by the County Board are:

¹ Adapted from the Memorandum of Understanding (MOU) utilized by the State Board of Education. This agreement reflects changes made for the _____ County Board of Education as the authorizer.

- 37 • Implementing the provisions of the charter as approved
- 38 • Adhering to all federal, state, and local laws and regulations that apply to the charter school
- 39 • Being operated prudently in all respects
- 40 • Providing a sound education pursuant to EC § 47605(b)(5)(A)(i-iii) including any future changes
- 41 and the California Core Content Standards for all of their students.

42 COE will report periodically (annually or as requested or when necessary) to the County Board
43 regarding its delegated oversight of the **Name Charter School** (hereinafter, "Charter School").

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

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

- 53 • Attachment A: Student Achievement Plan Guidelines
- 54 • Attachment B: Fiscal Oversight Requirements and Financial Reporting
- 55 • Attachment C: Reporting Timeline (as revised yearly)
- 56 • Attachment D: County Board Action to Approve the Charter including Conditions for Approval
57 constitutes the conditions and terms under which the charter shall be monitored. To the extent
58 that the terms in the charter vary from the provisions of this Agreement, the Agreement shall take
59 precedence unless both parties agree to other terms.

60 The Charter School agrees that violation of a specific material provision of this Agreement is conclusive
61 proof that the Charter School has violated the conditions of the charter within the meaning of EC §
62 47607(c)(1). The Charter School further agrees that it waives any right to argue that this Agreement is
63 not enforceable or that violation of this Agreement is not a violation of the charter in any court,
64 administrative body, or before a mediator or arbitrator in any matter involving this charter.

65 **TERM OF AGREEMENT**

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

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

- 71 1. The duly authorized representatives of the Charter School are the governing board president,
72 CEO/Director or Principal of the Charter School or designee.
- 73 2. The duly authorized representative of the County Board is the County Superintendent of Schools
74 or designee. For purposes of material revision/amendments to the charter, such
75 revisions/amendments may only be made upon the approval of the Charter School's governing
76 board, and will take effect only if approved by the County Board.

77 This Agreement shall be reviewed at least annually and may be amended or augmented by addendum
78 at any time with mutual agreement. In the case of changes in law or County Board policy, the County
79 Board and the Charter School reserve the right to request modifications to this Agreement. Such

80 modifications, if agreed upon, shall be included as Addenda to this Agreement. Failure to reach
81 agreement on required changes to the Agreement which result in a violation of law will result in
82 termination of the Agreement and lead to termination or revocation of the charter. The approved
83 Agreement (including any subsequent addenda) shall continue unless modified in writing. If the Charter
84 School becomes non-operational for any reason, this Agreement (including any addenda) shall remain
85 in effect until closure procedures have been completed. The term of the charter automatically expires if
the Charter School becomes non-operational, because of non-renewal, revocation, or closure.

86 **TERM OF THE CHARTER**

87 The Charter School is a public school that is or shall be operating pursuant to a charter (hereinafter the
88 "charter"). On **Month Date, Year**, the County Board took action to approve the charter contingent upon
89 the conditions specified in its action (Attachment D). Any condition of authorization that was not met
90 through revision of the Charter may be addressed in this Agreement.

- 91 • The Charter School shall operate as a **classroom based and/or nonclassroom-based** charter
92 school within the geographic boundaries of **NAME OF DISTRICT** in the county of _____ in
93 **accordance with EC § 47605 and/or EC § 47605.1 as applicable.**
- 94 • The Charter School shall serve grades **X-XX** and shall have an approximate enrollment of **TO BE**
95 **SPECIFIED BASED ON THE CHARTER.**
- 96 • The Charter School will commence its first year of operation between July 1 and September 30,
97 **20XX** (Not applicable for renewals).
- 98 • The Charter School shall have a **NUMBER (X)** year term to expire on June 30, **Year**. The
99 provisions of the charter and the Agreement shall be aligned.

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

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

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

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

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

118 **1.1 Organization**

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

- 124 • Contact information, including phone numbers, official addresses and e-mail addresses for the
- 125 principal contacts for the Charter School and ensure that this information is kept current.
- 126 • Organization chart displaying relationship between governing board and the Charter School
- 127 leadership.
- 128 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's
- 129 directors, officers, and administrators, and ***provide resumes for the new individuals.***

130 **1.2 Governing Board Establishment**

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

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

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

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

151 **1.3 Governing Board Activities**

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

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

166 Within ten (10) working days of board meetings, the Charter School shall provide COE with an audio
 167 recording of the meeting and all materials provided to the governing board by its administration,

168 contractors, or the public including approved previous meeting minutes. Once approved by the Charter
169 School's governing board, the Charter School shall provide COE with a copy of the minutes of the
170 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.

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

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

182 • *Conflicts of Interest Policy: If it has not already done so for the current year, at the first meeting
183 of the Charter School's governing board, following receipt of the MOU and each July thereafter,
184 the Charter School's governing board shall: (1) adopt a conflict of interest policy, including
185 provisions related to nepotism, for itself and the Charter School's employees and contractors to
186 ensure that no action taken by an individual or organization covered by the policy results in actual
187 or apparent conflicts of interest; (2) provide verification that all board members and designated
188 Charter School management employees (i.e., Form 700 filers) have participated in conflict of
189 interest training; and (3) take action to comply with the Political Reform Act and its implementing
190 regulations, including adoption of the Conflict of Interest Code of the _____ County Office
191 of Education. *Where the filing requirements for the authorizing entity and the Charter School are*
192 *discrepant with regard to designated filing positions and/or assigned disclosure categories, the*
193 *requirements of the authorizing entity shall prevail.* The Charter School shall follow the Political
194 Reform Act, the California Corporation Code, and IRS regulations.

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

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

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

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

212 • *Uniform Complaint Procedures: Uniform Complaint Procedures (UCP), approved by the Charter
213 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.

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214 for public viewing and on its website. Complaint procedures shall identify the _____ County
215 Board of Education as the authorizer, and provide the telephone number to the COE Charter
216 School Office and the COE website (www.COE.edu).

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

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

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

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

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

248 **1.4 Administration**

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

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

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

255 • Evidence of enrollment preferences consistent with the charter and with COE conditions of
256 operation

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

258 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers

259 described in the charter

- 260 • Evidence that each student is a resident of California in accordance with EC § 47612
- 261 • For students over 18, evidence that each student has been continuously enrolled (no break in
- 262 enrollment greater than 20 school days) in an educational program and is making satisfactory
- 263 progress toward completion of a high school diploma

264 B. Health and Safety Plans: Prior to opening, annually, and upon revision, the Charter School shall

265 provide to COE, and have posted on the Charter School's website, a copy of its Health and Safety

266 Plans as follows:

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

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

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

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

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

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

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

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

334 E. Criminal Record Summaries:

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

352 • Any visitor to the Charter School shall wear an appropriate identification badge while at the
353 Charter School.

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

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

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

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

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

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

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

- 398 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per
399 occurrence, with no self-insured retention.
- 400 • Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000
401 per occurrence and \$3,000,000 general aggregate.
 - 402 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and
403 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by
404 endorsement in the Commercial General Liability or the Errors and Omissions Policy.
 - 405 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and
406 \$3,000,000 general aggregate.
 - 407 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

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

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

418 Certificates of insurance shall be mailed to:

419 _____ County Office of Education
420 Insurance Compliance
421 Address
422

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

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

442 I. Exclusive Employer: The Charter School is deemed the exclusive employer of the employees of the
443 Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government

444 Code § 3540, et seq. The Charter School shall have sole responsibility for employment, management,
445 dismissal, and discipline of its employees.

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

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

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

463 L. Specific Roles to be Identified:

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

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

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

- 489 • A draft of the proposed management contract.

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

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

502 O. Facilities: No later than 60 days prior to the opening of school or the occupying or re-occupying of a
 503 facility or site, including learning centers, satellite facilities, administrative offices, and/or other facilities
 504 used by the Charter School, the Charter School shall provide evidence that the facility is/will be 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, COE
 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. COE will conduct a pre-opening site review
 529 to approve any facilities allocated to the school by the district.
- 530 • COE 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 COE not less than 60 days
 536 notification of any change in facilities in order for COE to conduct a site visit prior to students
 537 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities
 necessitated by fire or natural disaster), COE may waive the pre-opening site visit.

538 **SECTION 2: EDUCATIONAL PERFORMANCE**

539 **2.1 Adherence to the Eight Areas of State Priority**

540 The Charter School must recognize the importance of ensuring all students, including all student
 541 subgroups, unduplicated students, and students with exceptional needs have attained the skills,
 542 knowledge, and attitudes specified in the school's educational program. To ensure success, a description
 543 of annual goals to be achieved in the following eight State Priorities as they apply to the grade levels
 544 served, or the nature of the program operated, by the Charter School must be contained in the charter
 545 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: a. CA Measurement of Academic Progress and Performance statewide assessment b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education c. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC) d. EL reclassification rate e. Percentage of pupils who have passed an AP exam with a score of 3 or higher f. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (EC § 99300 et seq.) or any subsequent assessment of college preparedness |
| 5 | Student Engagement | Pupil engagement, as measured by all of the following, as applicable: a. School attendance rates b. Chronic absenteeism rates c. High school dropout rates d. High school graduation rates |
| 6 | School Climate | School climate, as measured by all of the following, as applicable: a. Pupil suspension rates b. Pupil expulsion rates c. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness |
| 7 | Course Access | The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM- eligible, or foster youth; EC § 42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: |

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

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

553 **2.2 Academic Performance**

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

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

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

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

567 **2.3 Educational Program**

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

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

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

598 **2.4 Student Achievement Plan³**

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

- 603 • December 1 - Draft Student Achievement Plan
 604 • February 1 - Final Student Achievement Plan

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

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

616 **2.5 Annual Report**

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

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

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

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

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

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

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

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

651 **2.6 Oral Report to the _____ County Board of Education**

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

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

658 **2.7 Services for Students with Disabilities**

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

662 **2.8 Annual Assessment of Students**

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

667 **2.9 Independent Study**

668 If the Charter School provides instruction through independent study,
669 it will comply with all requirements of statute applicable to the
670 provision of independent study in charter schools, including EC, Part 28, Chapter 5, Article 5.5
(commencing with Section 51745), and applicable regulations.

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

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

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

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

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

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

694 **SECTION 3: FISCAL OPERATIONS**

695 **3.1 Funding**

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

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

704 **3.2 Fiscal Agent**

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

708 **3.3 Student Attendance Accounting and Reporting**

709 The Charter School shall use commercially available attendance accounting software that is compliant
710 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter

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

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

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

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

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

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

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

748 **3.4 Revenue and Expenditure Reporting**

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

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

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

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

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

770 **3.5 Annual Audit**

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

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

778 In accordance with EC § 41020, by **December 15** of each year, the Charter School shall submit an
779 annual

780 independent financial audit to the State Controller's Office (SCO), COE, and the CDE. The audit shall
781 be conducted by an auditor from the list approved by the SCO and mutually agreeable to COE and
782 the Charter School. If any findings or exceptions are identified in the annual audit, the Charter School
783 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.***

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

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

- 789 • Contemporaneous records of attendance
- 790 • Annual instructional minutes
- 791 • Documentation related to non-classroom-based instruction
- 792 • Determination of funding for nonclassroom-based instruction as per EC § 47634.2

793 **3.6 Oversight Fees**

794 The Charter School shall be charged an oversight fee not to exceed one (1) percent of the LCFF Base
795 Grant, Supplemental Grant and Concentration Grant received by the Charter School in accordance with

796 EC § 47613 and used to offset consultant and administrative costs required for comprehensive
797 oversight, which includes but is not limited to the following categories:

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

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

813 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**
814 **Reporting**

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

821 **SECTION 4: FULFILLING CHARTER TERMS**

822 **4.1 Material Revision to Charter**

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

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

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

841 **4.2 State Assessments**

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

- 846 • Smarter Balanced Assessments
- 847 • California Standards Tests (select tests/grades)
- 848 • Physical Fitness Test
- 849 • California English Language Development Test / English Language Proficiency Assessments for
850 California
- 851 • California Alternate Assessments

852 **4.3 Site Visits**

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

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

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

874 **4.4 Renewals**

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

878 In the case of a countywide charter, the elements of the renewal petition shall comply with EC § 47605.6.
879 The Charter School shall submit its renewal petition for the next charter term along with a copy of the
880 most recent Annual Report and Student Achievement Plan (if applicable) to COE. The renewal petition
881 may be submitted no earlier than the date CDE releases the schools' academic performance data for the

882 school year prior to the last year of the term of the charter and no later than January 31 of the last year
883 of the term of the charter except as provided for under County Board Policy.

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

889 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

892 **4.6 Closure Procedures**

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

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

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

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

920 The Charter School expressly acknowledges the right of COE, on behalf of the County Superintendent
921 of Schools to take immediate and direct control of all of the Charter School's student and business
records

922 at any time after COE gives written notice that it is invoking closure procedures.

923

SECTION 5: REQUIRED DISCLOSURES

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

927 COE will determine whether the violation constitutes grounds for revocation under Education Code
928 47607(c)(1).

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

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

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

SECTION 6: NONDISCRIMINATION

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

SECTION 7: SEVERABILITY

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

SECTION 8: NON-ASSIGNMENT

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

SECTION 9: WAIVER

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

958

SECTION 10: NOTIFICATION

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

To COE:

Business Services

or Charter School Office

_____ County Office of Education

_____ County Office of Education

To the Charter School:

Name: _____

Name of Charter School

Address 1

Address 2

City, State Zip Code

To the Charter School governing board:

Name: _____

Name of Charter School

Address 1

Address 2

City, State Zip Code

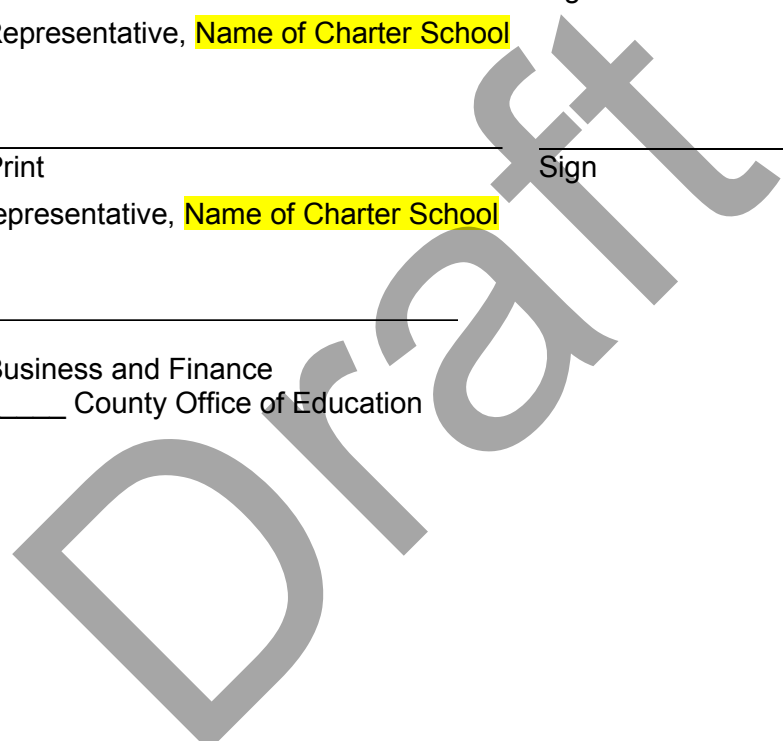
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961 This Agreement, including Attachments A through D, contains the entire agreement of the parties with
962 respect to the matters covered hereby, and supersedes any oral or written understandings, agreement
963 or agreements between the parties with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



Attachment A: Student Achievement Plan Guidelines

I. Overview

A Student Achievement Plan is required to be submitted to the _____ County Office of Education (COE) 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 COE 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 COE 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 COE by October 1 if the Charter School did not meet its MPOs or LCAP goals in the prior year. COE 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 COE by December 1.

Attachment B: Fiscal Oversight Requirements and Financial Reporting

COE 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 COE 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 COE, no later than the last day of July of that same year.

COE 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.

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.

COE may require additional financial related documents and shall request them of the Charter School as needed.

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**Attachment C: Reporting Timeline (Revised
Annually)**

Annual Submission Timeline and Due Dates

(Provided as a separate file)

Draft

Attachment D

Action of the County Board to Authorize the Charter School

(Provided as a separate file)

Draft

Request for Taxpayer Identification Number and Certification

(Provided as a separate file)

Draft