Memorandum of Understanding

Between Riverside County Office of Education
And

__________________________________

Effective July, 20__ through June 30, 20__
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TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, provided it is fully executed by all parties, shall cover the term of the Charter: ________ fiscal years commencing on July 1, 20__, and ending on June 30, 20__. This MOU shall include Attachments A through D. This MOU is subject to termination during the term or during any subsequent renewal of the Charter as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of RCOE, School and the Nonprofit.

1. The duly authorized representatives of School are the Chief Executive Officer, Executive Director, Superintendent and/or governing board president and/or designee.
2. The duly authorized representative of the Nonprofit is the Board Chief Financial Officer.
3. The duly authorized representative of RCOE is the Riverside County Chief Academic Officer and/or her designee. For purposes of material revisions to the Charter, such revisions may only be made upon the approval of the School’s governing board, and will take effect only if approved by the RCBE.

This MOU is for the term of the Charter, shall be reviewed at least annually, and may be amended or augmented by addendum at any time by mutual agreement of the Parties. The approved MOU (including any addendums) continues in existence as long as the School is operational, but automatically expires if the School becomes non-operational.

TERM OF CHARTER

The School is a public school that shall pursuant to the Charter. The Charter was approved by the RCBE on __________. The School shall be responsible for all the functions subject to applicable statutes, the Charter, and to the terms and conditions set forth in the MOU.

The School’s Charter shall have a ______ year term to begin on July 1, 20__ and to expire on June 30, 20__. The Charter shall acknowledge the existence of this MOU, and the provisions of the Charter and the MOU shall be aligned. RCBE reserves the right to approve material revisions to the Charter and/or revoke the Charter as specified in EC Section 47607 and its implementing regulations.
SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The School has been formed consistent with EC Section 47601 and/or EC Section 47604 (a), and is operated by Nonprofit, a California nonprofit public benefit corporation. The School is a separate legal entity from RCBE, and neither the RCBE nor RCOE are liable for the debts and obligations of School. RCBE reserves the right to appoint a voting member to the board of directors of School in accordance with EC Section 47604 (b). The School will use all revenue received from the state and federal sources only for the educational services specified in the Charter and this MOU for the benefit of the students enrolled in and attending the School and no other entity. 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.

1.1 Organization

At all times it is operational, the School will have the following information posted on the School website and will update the posting as quickly as possible whenever the information changes:

1. Phone numbers and e-mail addresses for the School’s principal contacts
2. Organization chart displaying the relationship between the Governing Board and School leadership, and listing all the names
3. Parent/Student Handbook
4. Student Discipline Policies
5. School Health and Safety Plan
6. Notice to Parents/Guardians
7. A copy of the approved Charter updated to include any approved amendments (if applicable)
8. Board Policies
9. Local Control and Accountability Plan (LCAP)
10. Annual Fiscal Audit

The School will provide RCOE with written notice of any change in the directors, officers, and administrators upon the Governing Board’s approval of such changes.

1.2 Governing Board Establishment

At all times it is operational, the School will have the following information posted on the School website and will update the posting as quickly as possible whenever the information changes:

1. Articles of Incorporation of the Nonprofit
2. Bylaws approved by the governing board
3. Roster and biographies of current governing board members

1.3 Governing Board Activities

Calendar: The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings, will be posted on the School website.

Governing Board Meetings: The governing board of School is expected to conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to School through implementation of effective policies and procedures. Governing board meetings will be conducted in a manner that allows for local public participation and input by parents, local community members and the oversight agency, and in keeping with the requirements of the Ralph M. Brown Act (Government Code Sections 54950 – 54962). Governing Board adopted policies, meeting agendas, and minutes shall be posted on the School website and shall be forwarded to RCOE upon request.
Governing Board Meeting Location: The governing board of School shall provide adequate parent and public access to board meetings. It is expected that School conducts board meetings in the community in which it serves on a regular basis.

Composition of Board Members (Board of Directors): The board of directors of School shall include at least one board member from the local community.

Brown Act Training: The School will provide Brown Act training to its governing board members and administrative staff prior to commencement of School operations.

Ensuring Parent Involvement: The School will provide support and encouragement to parents in their efforts to form a parent participation group, the Parent Committee, as outlined in the petition. The School will provide assistance in the facilitation of communication between parents (including appropriate use of computers and copy machines), and will provide space on campus for the parent participation group to meet. The School Principal or designee will promptly respond to inquiries and requests for support from parents, and will assign a School representative to interface with the parent participation group.

Governing Board Policies: The governing board will adopt policies and procedures to guide the operation of School, and the School will post the policies and procedures on the School website, updating the posting as quickly as possible following any change. The policies and procedures will include, but not be limited to the following:

1. **Conflicts of Interest**: including provisions related to nepotism, for itself and the School’s employees and contractors to ensure that no action taken by an individual or organization covered by the policy results in actual or apparent conflicts of interest. School shall provide, on an annual basis, verification that all board members and School employees have participated in conflict of interest training. Such training shall include the requirements and prohibitions of the Political Reform Act (Gov. Code Section 81000 et seq.) and implementing regulations (2, CCR 18109 et seq.), and Government Code Section 1090 et seq. Any time that laws related to charter schools and conflicts of interest are changed the School must amend its policies to be compliant with such regulations.

2. **Internal Fiscal Controls**: The School will develop and maintain internal fiscal control policies governing all financial activities. Prior to opening (or as policies are revised), a copy of the School’s internal fiscal control policies and procedures approved by the School’s governing board will be submitted to RCOE. Such policies and procedures are subject to review during site visits to see that they are being implemented. The School will draft, with third-party experts, and adopt through a transparent, open and public process, policies, procedures and protocols to ensure that ADA funding generated by students of the School would be protected against commingling and/or inappropriate or unsecured lending or other non-School purposes and how conflicts of interest would be avoided in any transaction between other entities.

3. **Campus Supervision**: including, but not limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus.

4. **Discipline Policies**: including, but not limited to, lists of the offenses for which students may (and must) be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students will be informed about reasons for suspension or expulsion, and of their due process rights in regard to either disciplinary action. In addition, the Charter shall include policies and procedures that address due process afforded to students for other involuntary removals, as required by Education Code Section 47605(b)(5)(J).

5. **Parent/Student Handbook**: including, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and
harassment, due process rights related to discipline (including suspension, expulsion, and special education) and any type of involuntary removal, and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to the School website posting, the School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year.

6. **Health and Safety Plan:** At all times it is operational, the School will have the following information posted on the School website and will update the posting as quickly as possible whenever the information changes:

   a. A copy of the health, safety, and emergency plan for students and employees
   b. Evidence that staff has been trained in health, safety, and emergency procedures

The health and safety plan will address at a minimum:

- fire emergencies
- earthquakes/natural disasters
- civil disorder
- accidents
- injuries
- other threats to the health and safety of students and staff
- emergency drills

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

Notification of New Petitions: School and Nonprofit shall provide written notification to RCOE of the submission of any petition for the establishment of a new charter school proposed to be operated by Nonprofit. Notice shall be provided no later than the date the petition is submitted to the potential chartering agency for consideration, and a copy of the petition shall be provided to RCOE upon request.

1.4 **Administration**

Enrollment and Admissions Documentation: At all times it is operational, the School will have the following information posted on the School website and will update the posting as soon as possible whenever the information changes:

1. Descriptions of outreach and recruitment activities being conducted to reach target population
2. Procedures for application, the public random drawing, enrollment, and admission
3. Evidence of public random drawing preferences consistent with the Charter and the RCOE conditions of operation
4. A copy of any application and enrollment forms and information provided to prospective families
5. Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers described in the Charter. (If minimum enrollment numbers consistent with the Charter are not met, the School may be subject to a plan of remediation)
6. Assurances that the School abides by the prohibition against pupil fees for educational activities, and that no elective courses for academic credit are fee-based.

**Notice to Parents/Guardians:** At all times it is operational, the School will have posted on the School website information concerning the rights of parents and guardians under the federal Every Student Succeeds Act (ESSA) and the Family Educational Rights and Privacy Acts (FERPA), and will update the posting as soon as possible whenever the information changes. The School will also provide a hardcopy of the information to each family at the beginning of each school year.
Family Educational Rights and Privacy Act: Employees of School have a legitimate educational interest in the records of students enrolled in School such that they are entitled to access such education records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act and EC Section 49076(b)(6). School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that RCOE has an educational interest in the educational records of students enrolled in the School such that RCOE will have access to those records. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide student assessments required pursuant to EC Sections 60605 and 60851.

Criminal Records Summaries: Prior to opening, all employees of School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with EC Sections 44237 and 45125.1 (i.e. Livescan). School will provide certification to RCOE that all employees, and volunteers/vendors (as applicable) have clear criminal records summaries prior to their having any unsupervised contact with students. School will maintain on file and have available for inspection during site visits, evidence that School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

RCOE Digital Platform – Data Sharing Portal
In addition to any posting and reporting requirements set forth in the Charter School’s charter and in this MOU, the Charter School is required to utilize RCOE’s digital platform (e.g., Epicenter, to be identified by RCOE) to electronically submit documents to be accessed by RCOE as part of its oversight responsibilities. RCOE will provide Charter School with a list of requested documents to be submitted to RCOE through the digital platform, and the date(s) by which they should be submitted. It is anticipated that the documents to be submitted thorough the digital platform will include, but not be limited to: board roster and biographies, all board agendas and minutes; board meeting schedule; board trainings; articles of incorporation and bylaws; conflicts of interest policies and codes; building permits; certificates of occupancy, facilities lease agreement and other facilities documents; daily bell schedule; employee handbook; student/parent/family handbook; health and safety policies; school safety emergency plan; LCAP; curriculum; organization chart; proof of insurance; School Accountability Report Cards, approval of SELPA membership and SELPA policies; staff list with credentials; student discipline policies; complaint procedures; fiscal reports; annual audit reports; vendor contracts; and any other documents requested by RCOE.

Insurance and Risk Management: Nonprofit, on behalf of the School, will procure from an insurance carrier licensed to do business in the State of California, and keep in full force during the term of the Charter, at least the following insurance coverage:

1. Property Insurance – for replacement value, if offered by the insurance carrier, including coverage for all assets listed in School’s property inventory and consumables. If full replacement value coverage is not available, the School shall procure property insurance in amounts as close to replacement value as possible

2. General Liability – For each campus operated by School, at least $1,000,000 per occurrence and $3,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of School, its governing board, officers, agents, employees, 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 School, its governing board, officers, agents, employees, or students.
3. *Workers’ Compensation* – In accordance with the provisions of the California Labor Code, insurance adequate to protect School from claims under Workers’ Compensation Acts which may arise from its operation, with statutory limits

4. *Automobile Insurance* – to the extent necessary and in amounts appropriate for the type and use of the automobile.

In addition, School will institute risk management policies and practices to address reasonably foreseeable occurrences and post on the School website a certification that such policies and practices have been instituted.

School and Nonprofit shall hold harmless, defend, and indemnify RCBE, RCOE, its officers, employees, and agents from and against every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any act, neglect, default, or omission of School and/or Nonprofit, its officers, employees or agents. In cases of such liabilities, claims, or demands, School and Nonprofit, at their own expense and risk, shall defend all legal proceedings which may be brought against it and/or RCBE, RCOE, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

School will provide evidence of insurance coverage to RCOE prior to opening and annually thereafter, and will instruct the insurance carrier(s) to inform RCOE immediately if the coverage becomes inoperative for any reason. RCOE may request to see evidence of insurance coverage during site visits.

School shall be responsible for all costs associated with the potential closure of School, for any reason, and the carrying out of closure activities required by the School’s approved charter document and in accordance with applicable regulations. School shall reimburse RCOE for all costs incurred by RCOE in connection with closures activities. RCOE will invoice School for costs incurred, and such costs shall be paid by School within fifteen (15) days of receipt of invoice.

**Employee Handbook**: At all times it is operational, the School will have posted on the School website (and will update the posting as quickly as possible whenever the information changes) the employee handbook that, at a minimum, includes:

1. Detailed expectations for employee performance and behavior
2. Due process rights of employees related to disciplinary actions (including termination)
3. Compensation and benefit information
4. Description of both informal and formal complaint procedures that employees may pursue in the event of disagreements

Amendments to the employee handbook shall be distributed to employees by School during the year.

**Teacher Credentials and Teacher Requirements**: School will have documentation on file (for inspection upon request) of its teachers’ credentials.

**Management Contracts**: Prior to commencement of instruction, Charter School shall provide to RCOE a copy of any and all contracts it (or its Nonprofit) has entered into with a Management Organization (e.g., a CMO or EMO) to operate or assist in operating the Charter School. After commencement of operations, and prior to entering into a new or revised contract with a Management Organization (e.g., a CMO or EMO), Charter School shall provide the following information to RCOE:

1. A draft of the proposed management contract
2. A recent corporate annual report and audited financial statements for the EMO/CMO
3. A description of the EMO’s/CMO’s roles and responsibilities for the management of School and the internal controls that will be put in place to guide the relationship
4. A list of other Schools managed by the EMO/CMO and the academic and operational results of such management
5. A list of and background on the EMO’s/CMO’s leaders and board of directors
6. A letter of assurance from the EMO/CMO that it has conflict of interest policies in place and that none of the principals of either the EMO/CMO or School have conflicts of interests

RCOE will review and must approve any school management contracts prior to School or Nonprofit entering into the contract.

Business Services Contracts: The School must provide RCOE a copy of its agreement, upon request, with the vendor that will provide business services on behalf of the School, specifying the exact services that will be provided and the cost, the term of the contract, and how the School will monitor the vendor to ensure quality of the service. The services and agreements described in this section are in conjunction with the use the Galaxy financial system as described in 3.8.

Facilities Agreement: No later than July 1 prior to initial opening, School will provide a written signed agreement (lease or other similar document) indicating School’s right to use the principal school site and any ancillary facilities identified by School for at least the first year of School’s operation and evidence that the facility will be adequate for School’s needs, as determined by the School. A pre-opening site visit will be conducted prior to opening of School. Prior to commencing instruction, School shall provide RCOE proof that a certificate of occupancy for the school site has been obtained and/or that facilities space has been provided under a Prop 39 agreement, as applicable. School will provide verification of a written signed agreement on an annual basis, as requested by RCOE.

Zoning and Occupancy: The facility must meet all applicable health and fire code requirements and zoning laws. School shall maintain on file, and shall make available to members of the public upon request, documentation of all local approvals including:

- Applicable Fire Marshal clearances
- Certificates of Occupancy
- Signed Building Permit Inspections
- Approved Zoning Variances

School cannot exempt itself from applicable/local zoning or building code ordinances.

Upon receipt of copies of the Certificate of Occupancy, applicable Fire Marshal Clearance, signed Building Permit Inspections, and approved Zoning Variances, RCOE shall deem the facilities to be safe and ADA-compliant. If the School obtained a school site or facilities under a Prop 39 agreement, than only a facilities agreement would be required.

School Accountability Report Card (SARC)
For the purposes of the SARC program, an LEA is defined as local educational agencies (Districts and County Offices of Education), direct-funded charter schools, and nonpublic, nonsectarian schools.

According to state and federal law, LEAs must annually update and disseminate SARCs to provide current information to parents and other members of the public. The CDE interprets "annually" to mean "once in each school year." In most years, some of the required data may not be available until the end of October or later. Therefore, the preparation of report cards that comply with State Board of Education (SBE)-adopted requirements governing content and definitions may not be complete until November.
Since SARCs must be prepared and disseminated before the end of the school year to comply with the law, LEAs must prepare and make available new SARCs sometime during the period of November through February 1 of each year.

On or before February 1 of each year, School will post its SARC on School website. School may, but is not required to, use the template developed by the California Department of Education (CDE) and available at http://www.cde.ca.gov/ta/ac/sa as a guide. School will include the following elements and may present additional pertinent information at its discretion:

1) Contact information for School, including:
   a) School name
   b) Director/Principal
   c) Street address, phone and fax numbers, e-mail address
   d) CDS code
2) School description and mission statement
3) Description of opportunities for parent involvement
4) Demographic information, including:
   a) Numbers of students in each grade level
   b) Number and percentage of students in each racial and ethnic subgroup as reported to CALPADS
5) Description of School climate and safety, including:
   a) Content and currency of the comprehensive safety plan
   b) School’s efforts to create and maintain a positive learning environment
   c) Number and percentage of suspensions and expulsions of the total enrollment
6) Academic data, including:
   a) Percentage of students performing at Standard Met or Standard Exceeded on the California Assessment of Student Performance and Progress assessments (CAASPP) by subject, both school wide and by significant subgroups
   b) Percentage of students scoring at or above the 50th percentile by subject, both school wide and by significant subgroups
   c) Percentage of students meeting fitness standards in total and by gender on the California Physical Fitness Test
   d) Data from local assessments, if available, reporting the percentage of students meeting or exceeding a standard
7) Accountability data aligned to the accountability system implemented by the CDE
8) Average class size
9) Number of teachers as reported by CALPADS, and the number of ESSA compliant teachers teaching core academic subjects in grades 7 and 8
10) Information about the procedures and criteria for teacher evaluations
11) Information about the structure of School’s instructional program, including professional development, number of instructional minutes offered, and number of and reasons for minimum day schedules
12) Teacher and administrative salaries, percent of budget for teacher salaries and percent of budget for administrative salaries
13) Total dollars spent by School and dollars spent per student
14) Data regarding parent, student, and staff satisfaction with School
SECTION 2: EDUCATIONAL PERFORMANCE

2.1 Educational Program
At all times it is operational, the School will have posted on the School website and will update the posting as quickly as possible whenever the information changes:

- Scope and sequence for all subjects to be offered by School
- The complete educational program for students to be served in the first year including, but not limited to:
  1. Description of the curriculum and identification of the basic instructional materials to be used
  2. Plans for professional development of instructional personnel to deliver the curriculum and use the instructional materials
  3. Identification of specific assessments that will be used in addition to the results of the CAASPP program in evaluation of student progress
- Annual calendar for School year that includes the number of instructional days (must provide a minimum of 175 days), annual instructional minutes offered, and the number of professional development days
- Daily bell schedule for site-based programs

2.2 English Learners
Charter School will provide a program for English Learners that is designed to overcome language barriers and provide access to the core curriculum through both Designated and Integrated English Language Development (ELD). School will develop an EL Plan that will include how and when the ELD standards will be taught; and how and when the English Language Proficiency Assessments for California (ELPAC) will be administered in accordance with State and federal law.

2.3 Student Behavior Plan
School will provide RCOE the school wide behavior and discipline plan by the first day of school each year. The plan will include alternative means of correction and positive behavioral interventions and supports as a way to minimize and address unacceptable behaviors at school. The School is encouraged to incorporate this information in the Student/Parent Handbook.

2.4 Student Achievement Plan / Local Control and Accountability Plan (LCAP)
School will comply with all legal requirements relating to the development and approval of a Local Control and Accountability Plan and annual updates, including Education Code Section 47606.5. School will submit to RCOE its board approved LCAP by July 1 of each year.

2.5 Annual Update
A fall report will be submitted annually to RCOE for the prior year that examines the following:

a) CAASPP results both in aggregate and disaggregated by numerically significant student subgroups
b) Progress made toward each of the educational goals and student outcomes identified in the Charter Petition
c) Results of internal assessments used by School (i.e. iReady, NWEA)
d) Plans to address areas identified as needing improvement by School
e) Progress on the goals and actions outlined in its LCAP
f) Professional development provided to further progress on LCAP goals

g) Progress made on the implementation of any changes to curriculum and instructional strategies identified in LCAP

h) Financial update

i) Enrollment update

j) Key Leadership positions update

If requested, Annual Updates will be presented by the School to RCBE. At the discretion RCOE, School may be requested to present additional updates and/or reports during the year.

2.6 Services for Students with Disabilities (Attachment B)
School will address all of the elements delineated in Attachment B: Agreement Regarding Provision of Services to Students with Disabilities.

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

If School is approved as a site-based school, it must provide a classroom-based instructional program such that at least 80 percent of the instructional time offered by School is at the school site and School requires the attendance of all students for at least 80 percent of the minimum annual instructional minutes required by EC Section 47612.5. If the School fails to meet the instructional time requirements, it will be required to file a funding determination in accordance with EC Sections 47612.5(d) and 47634.2.

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

In order to claim independent study Average Daily Attendance (ADA) on attendance reporting forms, the School’s governing board must adopt policies and master agreements, and that all forms and procedures are in conformance with independent study statutes (EC Section 51745 et seq.) and implementing regulations.

2.8 RCOE Technical Assistance Costs
If School fails to improve outcomes in three or more pupil subgroups (or, if less than three subgroups, in all of the School’s subgroups) in three out of four consecutive school years, RCOE will provide technical assistance pursuant to Education Code Section 47607.3 and may request the California Collaborative for Educational Excellence to provide advice and assistance to the School. School acknowledges that there shall be a cost for educational support services which is not a part of the 1% oversight fee described in Section 3.6.
2.9 Opening Additional Campuses
The RCBE has the exclusive authority to determine whether the School may open a new campus within
a school district. Any proposal to open additional campuses must be made in accordance with EC
Section 47605(a)(4) as a material revision to the Charter.

2.10 Local Control Funding Formula
The School affirms that it will meet all applicable requirements of the Local Control Funding Formula,
including the submission of its Local Control and Accountability Plan in accordance with Education
Code Section 47606.5.

SECTION 3: FISCAL OPERATIONS

3.1 Funding
The School shall be funded in accordance with the Local Control Funding Formula (LCFF). The
School’s entitlement shall be calculated in accordance with LCFF Base Grant, Supplemental Grant and
Concentration Grant. The parties recognize the authority of the School to pursue additional sources of
funding. The RCOE must receive prior written notification of any source of additional funding that
may result in incurring additional debt (i.e., loans, bonds, Revenue Anticipation Notes) to the School.
RCOE shall not be responsible for resolving fiscal deficiencies for the School.

3.2 Fiscal Agent
The School shall contract with RCOE for the School’s reporting in the State Teachers’ Retirement
System (STRS) and/or the Public Employees Retirement System (PERS) if applicable.

3.3 Student Attendance Accounting and Reporting
The School shall use commercially available attendance accounting software that is compliant with
CALPADS data collection requirements (such as Power School, OASIS, Aeries, Illuminate, etc.).
Spreadsheets on Excel or other programs shall not be accepted.

School will submit enrollment and attendance data as required to receive apportionment of funding
according to the following schedule:

- First 20 Day Attendance (new and/or expanding schools): Data must be reported to RCOE no
  later than 15 days after the first 20 school days have elapsed. This data is used to calculate the
  second special apportionment for new charter schools, and represents approximately 24 percent
  of annual funding.

- First Principal Apportionment (P-1) (attendance for all full school months between July 1 and
  December 31) including Charter Status report and Charter School Physical Location by
  January 4 or if it falls on a Saturday or Sunday, the first business day following January 4.

- Second Principal Apportionment (P-2) (attendance for all full school months between July 1
  and April 15) by April 17 or if it falls on a Saturday or Sunday, the first business day following
  April 17.

- Annual Apportionment (attendance for school year) by July 8 or if it falls on a Saturday or
  Sunday, the first business day following July 8.

- CALPADS Report C/A 1.17 – C/A FRPM/English Learner/Foster Youth Counts by January 4
  or if it falls on a Saturday or Sunday, the first business day following January 4.

- Corrections to the second principal apportionment and annual principal apportionment reports
  shall be received by RCOE not later than September 15 or if it falls on a Saturday or Sunday,
  the first business day following September 15.
NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely manner. If the School misses a reporting deadline or submits incomplete reports, it risks being excluded from that apportionment’s certification and funding period. For example, if P-1 attendance data is not received in time for inclusion in the P-1 certification, the School’s ADA defaults to zero and no funds are paid for the P-1 funding period, February through May. Outside of the control of the entities entering into this agreement, apportionments may be deferred by the state.

In addition to submission of the electronic data files, School may be required, at RCOE’s request, to submit hard copies of all back-up attendance documents, e.g., monthly summary reports that support the reported average daily attendance (ADA), weekly attendance sheets signed and dated by teachers, and evidence of contact made with parents when students are absent from School, e.g., parent contact log, absence log, etc.

If the School wishes to claim ADA for students on independent study, it must submit a letter to RCOE from the School’s independent auditor certifying the School’s policies and procedures are compliant with independent study statute and regulations applicable to charter schools (see Section 2.6). The letter from the auditor certifying compliance must be submitted to RCOE prior to reporting independent study ADA at the apportionment reporting periods.

RCOE staff will review and certify the accuracy of attendance data submitted by School only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail may not be processed and could result in a delay of funding to School.

3.4 Revenue and Expenditure Reporting / Reserves
The School is required by EC Section 47604.33 to submit periodic reports of revenues, expenditures, and reserves. As part of the continuous oversight, RCOE shall make a periodic assessment of the charter’s fiscal condition.

In order to meet statutory timelines for revenue and expenditure reporting, School shall submit reports to RCOE for review using the state software (SACS for annual budget and Estimated Actuals; SACS ALL for Unaudited Actuals and Interim Reports), according to the following schedule:

**June 15** – Preliminary budget (Note: RCOE may request a revised budget to address any concerns identified during the review of the preliminary budget.)

**July 1** – An annual update required pursuant to Education Code Section 47606.5

**September 15** – Unaudited Actuals Report for the prior fiscal year

**December 15** – First Interim Report (expenditures through 10/31)

**March 15** – Second Interim Report (expenditures through 1/31)

The School is expected to maintain reserves, consistent with Title 5, California Code of Regulations Section 15450, in the following amount:

- The greater of 5% or $55,000 for schools with **0-300** ADA
- The greater of 4% or $55,000 for schools with **301-1,000** ADA
- 3% for schools with **1,001-30,000** ADA
An explanation of any projected drop in reserves below the percentages or amounts listed above shall be included in the budget assumptions. The percentage is applied to total expenditures, transfers out and other uses, except as provided for in EC 33128. RCOE may request additional information, as necessary, to evaluate the fiscal condition of the School.

In addition, School will set aside an amount equal to one month’s contribution to the retirement accounts maintained for its employees and officers (e.g., STRS, PERS, 403(b) and any other retirement system) to be used to pay School’s required contributions in the event of default or closure.

3.5 Annual Audit
By April 3 of each year, the School shall submit to RCOE information regarding the audit firm that will be conducting the annual audit. Information shall include the following:

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

In accordance with EC Section 47605(m), by December 15 of each year, the School shall submit an annual independent financial audit to the State Controller’s Office (SCO), RCOE, and the CDE. The audit shall be conducted by an auditor from the list approved by the SCO. The School will also submit to RCOE any management letters accompanying the annual audit. The School will provide a copy of the adjusting journal entries for any audit adjustments. If any findings or exceptions are identified in the annual audit, the School shall implement corrective action plans in a timely manner. Continuing or unresolved prior year findings or deficiencies shall have negative impact on the School’s renewal request.

The SCO does not grant filing extensions to charter schools. The extension must be obtained through the chartering entity. Submit extension requests to the RCOE Fiscal Services Department, and RCOE will notify the SCO and the CDE of the approved extensions.

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

- Contemporaneous records of attendance
- Annual instructional minutes
- Documentation related to non-classroom-based instruction
- Determination of funding for non-classroom based instruction as per EC Section 47634.2

3.6 Oversight Fees
The School shall be charged an oversight fee not to exceed one (1) percent of the LCFF revenue received by the School in accordance with EC Section 47613 and used to offset consultant and administrative costs required for comprehensive oversight, which includes but is not limited to the following categories:

- Curriculum and instruction
- Assessment and accountability
- School fiscal review
- Site visitations
- Renewal evaluations
- Attendance accounting processing, analysis and certification
- Use of the Galaxy financial system
The oversight fee shall be based on the LCFF revenue provided to the School at the Second Principal Apportionment (P-2).

It is in the interest of the Superintendent that fiscal advice and consultation be provided on a limited basis to the School. Advice and consultation may include instruction on the use of the Galaxy System, and fiscal best practices. In addition to other fees described in this agreement, the RCOE will charge the School at a fixed rate of $100.00 per hour for each hour over five hours spent providing support in any given month. RCOE will notify the School that they are approaching four (4) hours of support and upon reaching the five (5) allowable hours.

3.7 State Teachers’ Retirement System/Public Employees’ Retirement System Reporting
If School and/or Nonprofit on behalf of School, offers its employees the opportunity to participate in STRS or PERS, School and/or Nonprofit, as applicable, shall be responsible for contracting with RCOE for reporting purposes. Such arrangements shall be made prior to the hiring of any employee. The School shall notify RCOE of the staff person who will make the arrangements and provide written notification that arrangements have been made prior to the hiring of employees. If the school participates in any alternative retirement systems, information regarding those systems must also be provided.

3.8 Budgeting and Financial Transactions/Reporting
The School shall enter into a contract with RCOE to implement and utilize the Galaxy financial system for budgeting and financial transactions/reporting beginning in the 2018-19 fiscal year. Fees for the Galaxy financial system, including training and normal levels of support, are included as part of the 1% oversight fee described in Section 3.6 above.

3.9 Agreements
School shall provide RCOE copies of any all written agreements between School and Nonprofit within 15 days of entering into such agreements (or within 15 days of this MOU for existing agreements). School shall notify RCOE, in writing within 15 days, of any revisions, amendments, or additions to such agreements.

3.10 Reporting Requirements for Non-Voter Approved Debt
The school will provide advance notice to our office at least 30 days prior to the school’s issuance of all non-voter approved debt. The school shall include the repayment schedules for the debt obligation and evidence of the school’s ability to repay the obligation.

SECTION 4: FULFILLING CHARTER TERMS

4.1 Material Revisions to Charter
Changes to the Charter deemed to be material revisions may not be made without prior approval from RCBE. Amendments to the Charter considered to be material revisions include, but are not limited to, the following:

1) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.

2) Changing to (or adding) a non classroom–based program, if originally approved as a classroom-based program.

3) Changes in enrollment that represent an increase or decrease from the annual enrollment originally projected in the charter petition by more than 25% in any grade level or 10% of total enrollment in any given year.
4) Addition or deletion of grades or grade levels to be served.

5) Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempted from this provision. Prop 39 facilities agreements with local districts are exempted from this provision and do not constitute a material revision.

6) Changes in admissions requirements and procedures

7) Changes in governance structure, including but not limited to: changes in number of board members, method by which new board members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval

4.2 State Assessments
School agrees to comply with and adhere to the state requirements for participation and administration of all state mandated tests. The state tests required to be administered are:

- CAASPP
  - Smarter Balanced Assessments
  - California Alternate Assessments (CAA)
  - California Science Tests (CAST)
  - Standards-Based Tests in Spanish (STS)
- Physical Fitness Test
- English Language Proficiency Assessments for California (ELPAC)

4.3 Site Visits
RCOE will conduct at least one site visit annually in order to assess School’s progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter.

Site visits may include:

(1) A review of the facility
(2) A review of records maintained by School
(3) Interviews with the Principal, staff, and clients
(4) Observation of instruction in the classroom.

The evaluations for each year will constitute one of the bases upon which a renewal decision will be made at the end of the term of the Charter. Any deficiencies will be reviewed with School administration. RCOE reserves the right to make unannounced visits to School.

4.4 Renewals
School may seek renewal of its Charter prior to expiration of the term of the Charter in accordance with EC Section 47607(a) and (b). School will submit its renewal petition for the next Charter term along with a copy of the most recent LCAP to RCOE, no later than January 10 of the school year at the end of which School would cease operations without renewal.

RCOE will review the Charter, academic and financial performance, audit reports, annual visitation reports, and conduct a renewal site visit prior to scheduling the renewal request for consideration by RCBE. To the extent required, the Charter must be revised in accordance with current statutes and regulations.
School may seek early renewal of its Charter if it meets all of the following conditions:

1) Has been in existence for at least three (3) years, or has completed three (3) years of a subsequent term of renewal

2) Has met or exceeded metrics on the new state accountability system indicating increases in student academic achievement

3) Has submitted accurate and timely budgets, interim fiscal reports, and student attendance data to RCOE

4) Independent financial audits for two (2) of those years have been free of audit exceptions/deficiencies (minor findings corrected in the year of the audit through a corrective action plan are allowable under this provision)

5) Has received no health and safety code violations from local authorities

6) Has demonstrated that a majority of parents, students, and staff are satisfied with performance of School

7) Has received overall satisfactory ratings on staff reviews; and has met the requirements for correction set by RCOE

Further information regarding the criteria used for site visit reviews is described under Subsection 4.3 Site Visits.

4.5 Notice of Violations, Opportunity to Remedy, and Revocation Proceedings
RCOE retains the right to revoke the Charter as set forth in EC Section 47607(d) and 5 CCR 11968.5.2. Prior to instituting revocation proceedings under Education Code Section 47607, RCOE will contact the Charter School informally with its concerns and provide Charter School with an opportunity to respond. In the event a Notice of Violation (defined in 5 CCR 11965(f)) is issued by RCBE, School shall have the opportunity to work collaboratively with RCOE or its designee to address the concerns and develop a plan to remediate all areas to the satisfaction of RCBE. During this period of time, School shall attempt to resolve the concerns and complete remediation. This provision may also require a Charter amendment to be discussed.

4.6 Closure Procedures
Upon request, School will provide a description of the procedures to be used in the event School closes (see Attachment C). The categories that must be addressed in such procedures include each of the following:

1) Identification of a responsible person(s) – e.g. Executive Director, Financial Officer, President of School governing board to oversee and conduct the closure process. This provision shall include a process to ensure that it is updated no less than annually or when any change is made

2) Notification of students and families of school closure

3) Security of student and business records

4) Processing of final employee payroll and benefits

5) Identification of all assets and liabilities and plan for transfer as detailed in the charter

6) Final close-out audit to be paid for by School

7) Identification of a source of funding to be used for closeout expenses including the final audit
8) Dissolution of School and/or nonprofit corporation

Further descriptions of each category and a closure procedures checklist are included as Attachment C. Notwithstanding the above, the School’s closure procedures shall satisfy all elements required by California Code of Regulations, Title 5, Section 11962 and 11962.1.

If School is to close permanently for any reason (i.e., voluntary surrender, or exhaustion of appeal options for non-renewal or revocation), RCOE will serve written notice on School that the closure procedures described in Attachment C have been invoked. School will immediately identify to RCOE the specific individual who is responsible for coordinating School’s close out activities. RCOE will identify a staff person who will work with School to accomplish all close out activities. School shall reimburse RCOE for any costs incurred by RCOE in connection with closure activities. See Section 1.4 regarding provision of irrevocable letter of credit, surety bond, or in the alternative, provide RCOE with a copy of the current financial arrangement agreement between School and Nonprofit to include payment for all costs associated with the closure of the School.

SECTION 5: NONDISCRIMINATION

The parties recognize and agree that School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics); and those provisions of non-discrimination shall apply as well to employment.

SECTION 6: SEVERABILITY

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

SECTION 7: NON-ASSIGNMENT

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

SECTION 8: WAIVER

A waiver of any provision or term of this MOU must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this MOU. All parties agree that neither party to this MOU waives any of the rights, responsibilities, and privileges established by the Charter Schools Act of 1992.
SECTION 9: NOTIFICATION

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

To RCOE at:

Charter Schools Unit
Riverside County Office of Education
3939 13th Street
P.O. Box 868
Riverside, CA 92502-0868

To School at:


This document contains the entire Memorandum of Understanding of the parties with respect to the matters covered herein, and supersedes any oral or written understandings, agreements or MOUs between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no MOU, 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 MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

Date
Governing Board President, ________________________, a CA nonprofit corporation

Date
Governing Board President, ________________________, Charter School

Date
Chief Academic Officer, Riverside County Office of Education

Memorandum of Understanding between (Charter School) and the Riverside County Office of Education
RIVERSIDE COUNTY OFFICE OF EDUCATION

ATTACHMENT A:
RCOE STAFF FINDINGS
& CHARTER SCHOOL RESPONSE

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<tr>
<th>RCOE Staff Finding</th>
<th>Charter School Response</th>
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RIVERSIDE COUNTY OFFICE OF EDUCATION

ATTACHMENT B:
AGREEMENT REGARDING PROVISION OF SERVICES FOR STUDENTS WITH DISABILITIES

Purpose
This agreement has the purpose of clarifying the roles and responsibilities of the parties regarding students who are enrolled in School and are or may be eligible for special education and related services under the IDEIA.

A charter school that includes in its charter petition verifiable written assurances that the charter school will participate as a local educational agency in a special education plan approved by the State Board of Education shall be deemed a local educational agency (“LEA”) for the purposes of compliance with the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”) (20 U.S.C. Sec 1400 et seq.), state special education laws (EC § 56000 et seq.) and for eligibility for federal and state special education funds.

School has indicated that it will seek membership in a SELPA, as is own LEA, and will be fully responsible for the provision of special education and related services to students enrolled in the School. School shall ensure that all children with disabilities enrolled in School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and in compliance with the IDEIA.

School Admission
School recognizes that a student admission to the School cannot be denied or delayed based on the student’s need for an Individualized Education Program (IEP) or a Section 504 Accommodation Plan. School shall follow a procedure that ensures that parents of students with disabilities who submit a completed application packet for admission to School shall receive written communication regarding the status of the enrollment application within ten (10) calendar days of receipt of the application. Admission to School shall be facilitated in the same manner as for a student without an IEP.

Referral
School has the responsibility to make a referral for assessment of any student enrolled in the School who is believed to be eligible for special education assessment and/or services. To the extent appropriate, School shall conduct a student study team to determine if alternative interventions are appropriate. All referrals shall be delivered within 5 calendar days to School’s providers(s) for the development of an assessment plan.

Assessment of Students
School shall determine what assessments, if any, are necessary and arrange for such assessments for all referred students for initial assessments, and for triennial assessments within the legally required timelines.

Individualized Education Program
School shall be responsible for arranging the necessary IEP team meetings. School shall be responsible for providing adequate meeting rooms, having the designated representative of School in attendance at the IEP meeting, in addition to representatives who are knowledgeable about the regular and special education programs at School. Further, School’s responsibilities shall include documentation of the IEP meeting and the provision of Parent Rights. Education Code Section 51745 provides that no individual with exceptional needs may participate in independent study unless his or her IEP specifically provides for that participation.

Memorandum of Understanding between (Charter School) and the Riverside County Office of Education
Eligibility and Placement
Decisions regarding eligibility, goals/objectives, program placement/services and exit from special education shall be the decision of the IEP team. Team membership shall be in compliance with federal and state law and shall include the designated representative of the School (or designee). Services and placement shall be provided to all eligible students in accordance with the IDEIA, and the policies, procedures and requirements of the SELPA in which RCOE participates, and whenever possible should be provided at School.

Interim Placement
For students who enroll in School with a current IEP, it is the responsibility of the School to provide an Interim Placement to implement the existing IEP, to the extent possible, until an IEP team meeting is held to develop a new IEP.

Educational Services and Programs
To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the School staff, School shall provide such services through a contract with a third party special education provider(s). All services required by the IEP will be provided by the School and its contractor(s).

Parent/Guardian Concerns
Parent/Guardian concerns regarding special education services shall be directed to the School. School shall address the parent/guardian concerns.

Complaints
School shall address, investigate, and take any and all necessary action to respond and attend to all complaints involving special education and IDEA compliance.

Due Process Hearing
School may initiate a due process hearing concerning a student enrolled in School as School determines it legally necessary to meet the School’s responsibilities under federal and state law. In the event that Parent/guardian files for a due process hearing, School shall immediately notify its SELPA and RCOE and shall be responsible for the costs of defense of the entire proceedings including any costs or fees incurred by RCOE or the RCBE.

Indemnification
Charter School and Nonprofit, on behalf of the Charter School, shall hold harmless, indemnify, and defend RCOE and RCBE, its officers, trustees, directors, employees, and representatives from and against any and all liability arising from acts or omissions related to the provision of special education services to students enrolled in the School. This indemnification shall include the legal defense of the RCOE and RCBE, their members, officials, employees, representatives and agents and all costs incurred as a result of special education due process hearing requests and/or complaints to state or federal agencies. Charter School and Nonprofit, on behalf of the Charter School, shall indemnify RCOE against any damages, including compensatory damages, which may be awarded or agreed to for failure to provide appropriate and/or compliant special education services.
Compliance
The School shall maintain all pupil cumulative and special education files, use appropriate forms/software, and file reports or other information as required by the Riverside County SELPA and/or as required by law. RCOE and SELPA maintain the right to inspect all School special education files.
RIVERSIDE COUNTY OFFICE OF EDUCATION

ATTACHMENT C
CHARTER SCHOOL CLOSURE PROCEDURES CHECKLIST

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<th>Item</th>
<th>Description</th>
<th>Responsible Party</th>
<th>Completion Date</th>
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<tr>
<td>1</td>
<td><strong>Invoking Closure Procedures</strong></td>
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<td>In the case of revocation or non-renewal, RCOE shall notify the Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, the Charter School shall notify RCOE in writing that the closure procedures have been invoked.</td>
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<td><strong>Immediate Actions</strong></td>
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<td>The Charter School shall immediately notify RCOE of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of RCOE, except that student records may be copied for students’ families or transferred to other schools, provided a notation is kept of the records copied or transferred.</td>
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<td>3</td>
<td>The Charter School and RCOE shall each immediately identify an individual who will serve as the single point of contact for the entity regarding the School’s close out activities.</td>
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<td>RCOE shall immediately notify the Charter School in writing whether, on behalf the State Superintendent of Public Instruction, it is taking over immediate and direct control of all School’s student and business records.</td>
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<td><strong>Students and Families</strong></td>
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<td>The Charter School shall notify the family of each student enrolled of School’s closure. Unless RCOE otherwise directs, the notification shall be immediate in the case of a revocation (that takes immediate effect) or shall occur within fourteen days of the invocation of the closure procedures in the case of closure at the end of current academic year.</td>
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<td>6</td>
<td>The Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). The Charter School shall publicly announce cancellation of all future classes.</td>
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<td>If the Charter School continues instruction to the end of the current academic year, report cards shall be issued within seven days of the end of classes.</td>
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### ATTACHMENT C
### CHARTER SCHOOL CLOSURE PROCEDURES CHECKLIST continued

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<tr>
<td><strong>Students and Families continued</strong></td>
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<td>8</td>
<td>The Charter School shall notify surrounding school districts and the county office of education within fourteen days of School’s forthcoming closure (or immediate closure if a revocation takes immediate effect).</td>
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<td>9</td>
<td>The Charter School shall provide information to students and families regarding alternative public school placements within 30 days of the announcement of School’s forthcoming closure, or immediately in the case of a revocation that takes immediate effect.</td>
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<td>10</td>
<td>The Charter School shall offer to provide a copy of each student’s cumulative file upon request of the student’s family. School shall provide the copy within seven days of a request being received ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.</td>
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<td>12</td>
<td>The Charter School shall respond within seven days to inquiries from students and their families and from the media regarding School’s closure, the disposition of student and business records, and the alternative placement available to the students.</td>
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<td>13</td>
<td>The Charter School shall provide RCOE within fourteen days with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student’s district of residence, and a notation of where student’s records have been transferred.</td>
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<td>14</td>
<td>The Charter School, in an LEA in a SELPA, shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student’s records to the SELPA.</td>
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<td>15</td>
<td>RCOE shall respond promptly to inquiries from students and their families and from the media, as necessary.</td>
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<td><strong>Student and Business Records</strong></td>
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<td>16</td>
<td>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved or duplicated without the express written consent of RCOE, except for the duplication or transfer of student cumulative files as noted.</td>
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<td>At the point the Charter School is dissolved, the student and business records shall come under the exclusive control of RCOE which shall distribute, maintain, or dispose of the records as it determines appropriate.</td>
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<td>The Charter School shall terminate all present leases, service agreements and other contracts not necessary for the close out of School. Leases, service agreements, and contracts should be terminated in a cost effective manner in order to minimize expenses.</td>
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<tr>
<td>19</td>
<td>The Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out including the filing of the required Final Expenditure Reports and Final Performance Reports. Federal Forms 269 and 269a may apply if School was receiving funds directly from the U.S. Department of Education.</td>
<td></td>
<td></td>
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<tr>
<td>20</td>
<td>Close all financial records of School as of revocation or closure date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>The Charter School shall immediately notify its faculty and staff of School’s closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after School closes.</td>
<td>Faculty and Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>The Charter School will provide assistance to its faculty and staff in searching for and securing other employment.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>23</td>
<td>The Charter School shall provide RCOE within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records, (2) complete all administrative closure related tasks, and (3) complete contracts and grants.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>24</td>
<td>The Charter School shall provide RCOE within fourteen days with notice of any outstanding payments to staff and the method by which School will make the payments.</td>
<td></td>
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</tbody>
</table>
## ATTACHMENT C
### CHARTER SCHOOL CLOSURE PROCEDURES CHECKLIST continued

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Responsible Party</th>
<th>Completion Date</th>
<th>Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>The Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the county office of education and follow their procedures for dissolving contracts and reporting. Copy RCOE on all correspondence.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 26   | Prior to final closeout, the Charter School shall do all of the following on behalf of School’s employees:  
- File all final federal, state, and local employer payroll tax returns and issue final W-2’s and Form 1099s by the statutory deadlines.  
- File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).  
- Make final federal tax payments (employee taxes, etc.).  
- File the final withholding tax return (Treasury Form 165).  
- File the final return with the IRS (Form 990 and Schedule). | | | |

### Assets and Liabilities

<table>
<thead>
<tr>
<th>Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>The Charter School shall notify all funding sources (including charitable partners) of School’s closure within fourteen days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>The Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of School’s closure.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>If the Charter School has any agreements with organizations representing employees, the Charter School shall notify the organizations of School’s closure as may be specified in the agreements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>The Charter School shall notify RCOE within fourteen days of all pending litigation to which School is a party. The Charter School shall immediately notify RCOE if litigation is filed thereafter up to the point that School is formally dissolved.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>The Charter School, within 30 days, shall prepare and deliver to RCOE a comprehensive list of creditors and debtors.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>The Charter School, within 30 days, shall prepare and deliver to RCOE a comprehensive inventory of all assets.</td>
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</tr>
</tbody>
</table>
**ATTACHMENT C**

**CHARTER SCHOOL CLOSURE PROCEDURES CHECKLIST continued**

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<tbody>
<tr>
<td>33</td>
<td>The Charter School, within 30 days, shall prepare and deliver to RCOE a plan for the proposed disposal of all property owned by School (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of School, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the non profit corporation’s bylaws to another public agency such as another Charter School. Assets donated to School may be returned to donors or disposed of in accordance with donor’s wishes. Net assets, (after the payment of outstanding liabilities), if any, may be transferred to another public agency.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>34</td>
<td>The Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller’s Office and shall be approved by RCOE. The audit(s) at a minimum shall determine the disposition of all assets and liabilities of the Charter School and shall verify School’s comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify School’s comprehensive list of all assets by source, noting any restrictions on each asset’s use.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Based on the audit findings, and with the approval of RCOE, the Charter School shall expend any identified assets to liquidate any identified liabilities.</td>
<td></td>
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</tbody>
</table>

**Dissolution of School (Corporate) Entity**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Following the resolution of all outstanding assets and liabilities, the Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code Section 47604, the corporation shall be dissolved.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
## Charter School Website Check List

<table>
<thead>
<tr>
<th>Items:</th>
<th>Posted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 Organization:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Phone numbers and e-mail addresses for the School’s principal contacts</td>
<td>Yes or No</td>
</tr>
<tr>
<td>2. Organization chart displaying the relationship between the Governing Board and School leadership, and listing all the names</td>
<td></td>
</tr>
<tr>
<td>3. Parent/Student Handbook</td>
<td></td>
</tr>
<tr>
<td>4. Student Discipline Process</td>
<td></td>
</tr>
<tr>
<td>5. School Health and Safety Plan</td>
<td></td>
</tr>
<tr>
<td>6. Notice to Parents/Guardians regarding rights under ESSA and FERPA</td>
<td></td>
</tr>
<tr>
<td>7. A copy of the approved Charter updated to include any approved amendments</td>
<td></td>
</tr>
<tr>
<td>8. Board Policies</td>
<td></td>
</tr>
<tr>
<td>9. Local Control and Accountability Plan (LCAP)</td>
<td></td>
</tr>
<tr>
<td>10. Annual Fiscal Audit</td>
<td></td>
</tr>
<tr>
<td><strong>1.2/1.3 Governing Board:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Articles of Incorporation of the non profit</td>
<td></td>
</tr>
<tr>
<td>2. Bylaws approved by the governing board</td>
<td></td>
</tr>
<tr>
<td>3. Roster and biographies of current governing board members</td>
<td></td>
</tr>
<tr>
<td>4. Board Meeting dates and locations (including Special Meetings)</td>
<td></td>
</tr>
<tr>
<td>5. Board Agenda</td>
<td></td>
</tr>
<tr>
<td>6. Board Minutes</td>
<td></td>
</tr>
<tr>
<td><strong>1.4 Administration:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Descriptions of outreach and recruitment activities</td>
<td></td>
</tr>
<tr>
<td>2. Procedures for application, the public random drawing, enrollment and admission</td>
<td></td>
</tr>
<tr>
<td>3. Evidence of public random drawing preferences consistent with the Charter</td>
<td></td>
</tr>
<tr>
<td>4. Application and enrollment forms and information provided to prospective families</td>
<td></td>
</tr>
<tr>
<td>5. Documentation consistent with enrollment numbers described in the Charter</td>
<td></td>
</tr>
<tr>
<td>6. Assurances that the School abides by the prohibition against pupil fees for educational activities, and that no elective courses for academic credit are fee-based</td>
<td></td>
</tr>
<tr>
<td>7. Posted statement regarding school being fully insured</td>
<td></td>
</tr>
<tr>
<td>8. Employee Handbook</td>
<td></td>
</tr>
<tr>
<td>9. School Accountability Report Card (annually, no later than February 1st)</td>
<td></td>
</tr>
<tr>
<td><strong>2.1 Educational Program:</strong></td>
<td></td>
</tr>
<tr>
<td>1. Scope and sequence for all subjects to be offered by School</td>
<td></td>
</tr>
<tr>
<td>2. Description of educational program</td>
<td></td>
</tr>
<tr>
<td>3. Description of the curriculum and basic instructional materials to be used</td>
<td></td>
</tr>
<tr>
<td>4. Plans for professional development</td>
<td></td>
</tr>
<tr>
<td>5. Assessments that will be used</td>
<td></td>
</tr>
<tr>
<td>6. School Calendar that includes the number of instructional days annual instructional minutes offered, and the number of professional development days</td>
<td></td>
</tr>
<tr>
<td>7. Daily bell schedule for site-based programs</td>
<td></td>
</tr>
</tbody>
</table>