

Template for

- Statewide Benefit Charter School**
- Charter School Approved on Appeal**
- Countywide Benefit Charter School**

Memorandum of Understanding

Between

The California State Board of Education,

The California Department of Education

And

The _____ Charter School

2007-08

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, _____ by and between the California State Board of Education (hereinafter “the SBE”), the California Department of Education (hereinafter “the CDE”), and _____ Charter School (hereinafter referred to as “the School”). Hereinafter, the California State Board of Education, the California Department of Education and the School shall be collectively referred to as “the parties.”

PURPOSE OF MEMORANDUM OF UNDERSTANDING

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

The Act allows the State Board of Education (SBE) to authorize charter schools under specified circumstances. The SBE has authorized this charter pursuant to the Act, and by doing so, becomes the authorizing agency of the School. The SBE has delegated to the State Superintendent of Public Instruction (SSPI), as director of the California Department of Education (CDE), its obligations to oversee the School under the terms of this MOU, the provisions of the School’s charter, and applicable laws and regulations reserving the right and authority, under its obligations, to modify any decision made by the SSPI, the CDE, or designee.

The fundamental interest of the SBE is – on a continuing basis – to be reasonably assured that the School is:

- Implementing the provisions of the Charter as approved.
- Obeying all requirements of federal, state, and local law that apply to the School.
- Being operated prudently in all respects.
- Providing a sound education for all of its students.

The CDE will report periodically to the SBE regarding its delegated oversight of this School.

The SBE recognizes that there are a limited number of matters related to the operation of this School, and to the effective oversight of the School that go beyond the provisions included in the School’s charter. The SBE also acknowledges that the general operation of the charter is appropriately carried out by the School’s governance structure, administrators, faculty, and staff. This

MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of the SBE, as carried out by the CDE or its charter oversight contractor. Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall commence on the date upon which it is fully executed by all parties and shall cover the term of the charter.. This MOU between the CDE and the _____ School is inclusive of Attachments A - F. This MOU is subject to termination during the term or during any subsequent renewal 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 the parties.

1. The duly authorized representatives of the School are the governing board president or CEO/Director of the School or designee.
2. The duly authorized representatives of the CDE are the Director of the Charter Schools Division or designee. For purposes of material amendments to the charter, such amendments may only be made upon the approval of the School's governing board, and will take effect only if approved by the SBE.

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 with mutual agreement 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, typically because of non-renewal, revocation, or renewal by a school district.

TERM OF CHARTER

The School is a public school that is or shall be operating pursuant to a charter (hereinafter the "charter"). The charter was granted with conditions of opening and operation by the State Board of Education, on _____.

The School shall be known as **(description of School and locations)**. The School will serve grades ___ through ___ and will have an approximate enrollment of ___ students in its first year of operation, growing to an approximate enrollment of approximately ___ students by the fifth (5th) year of operation. The School shall be responsible for all the functions of a charter school subject to applicable statutes, the charter, and to the terms and conditions set forth in this

MOU. The School will commence its first year of operation between July 1 and September 30, _____, subject to conditions specified by the SBE and reflected in this MOU

The School's charter shall have a five (5) year term to expire on June 30, 20___. The provisions of the charter and the MOU shall be aligned. The SBE reserves the right to approve amendments to the charter and/or revoke the charter as specified in *EC* section 47607. The school may only seek renewal of its charter after successfully operating for no fewer than three school years of a five-year term, as specified in Section 4.4 of the MOU.

SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

The School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (*Corporations Code* Section 5110 et seq.). The School is a separate legal entity and neither the SBE nor the CDE is liable for the debts and obligations of the School. The SBE reserves the right to appoint a voting member to the board of directors of the corporation to represent its interests in accordance with *EC* Section 47604. 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 students enrolled and attending the 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.

1.1 Organization

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

- Phone numbers and e-mail addresses for the School's principal contacts;
- Organization chart displaying the relationship between the governing board and School leadership, and listing all the names, and if applicable, the credentials held by employees.

The School will provide CDE with immediate written notice of any change in the directors, officers, and administrators.

1.2 Governing Board Establishment

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

- Articles of Incorporation
- Bylaws approved by the governing board
- 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 Internet.

Governing Board Meetings: The governing board of the School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the School through implementation of effective policies and procedures. Governing board meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (*Government Code* sections 54950 – 54962). Governing Board adopted policies, meeting agendas and minutes will be posted on the Internet.

Brown Act Training: The School will provide Brown Act training to its governing board members and administrative staff prior to the execution of any duties. On the Web site, the School will certify that Brown Act training has been provided to the specified individuals.

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

- *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; and (2) verification that all board members and School employees have participated in conflict of interest training. If the State Board of Education adopts, and the Office of Administrative Law approves, conflict of interest regulations applicable to charter schools in 2007-08, the School must amend its policies to be compliant with such regulations.
- *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 control policies and procedures approved by the School's governing board will be submitted to the CDE. Such policies and procedures are subject to review during site visits to see that they are being implemented.
- *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.

- 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.

- 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 a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to the Internet posting, the School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year.

- Health and Safety Plan: At all times it is operational, the School will have the following information posted on the Internet and will update the posting as quickly as possible whenever the information changes:
 - A copy of the health, safety, and emergency plan for students and employees.
 - Evidence that staff has been trained in health, safety, and emergency procedures.
 - A calendar of emergency drills for students.

The health and safety plan will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff. The School will provide training for staff in responding to emergencies and conduct emergency response drills for its students.

Notice to Parents/Guardians: At all times it is operational, the School will have posted on the Internet information concerning the rights of parents and guardians under the federal No Child Left Behind (NCLB) and the Family Educational Rights and Privacy Acts (FERPA), and will update the posting as quickly 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 (FERPA): Employees of the School have a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. § 1232g, the Family Educational Rights and Privacy Act (FERPA) and EC Section 49076(b)(6). The School, its officers and employees will comply with FERPA at all times. In addition, it is agreed that the CDE has an educational interest in the educational records of the School such

that the CDE 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: All employees of the School, volunteers who are not parents and who will be performing services that are not under the direct supervision of a School employee, and onsite vendors having unsupervised contact with students will submit to background checks and fingerprinting in accordance with *EC* Section 45125.1. The School will post on the Internet a certification that all employees, and volunteers/vendors (as applicable) have clear criminal records summaries prior to their having any unsupervised contact with students. The School will maintain on file and available for inspection during site visits, evidence that the 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.

1.4 Administration

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

- Descriptions of outreach and recruitment activities that have been conducted to reach target population.
- Procedures for application, the public random drawing, enrollment, and admission,.
- Evidence of public random drawing preferences consistent with the charter and SBE conditions of operation.
- A copy of any application and enrollment forms and information provided to prospective families.
- Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers described in the charter.

Insurance and Risk Management: No later than July 1, or such earlier time as the School may employ individuals or acquire or lease property or facilities, 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:

- *Property Insurance* – for replacement value, if offered by the insurance carrier, including coverage for all assets listed in the 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.

- *General Liability* – 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, abuse and molestation, and employment practices liability of the 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 the School, its governing board, officers, agents, employees, or students.
- *Workers' Compensation* – In accordance with the provisions of the California *Labor Code*, insurance adequate to protect the School from claims under Workers' Compensation Acts which may arise from its operation, with statutory limits.
- *Automobile Insurance* – to the extent necessary and in amounts appropriate for the type and use of the automobile.

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

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

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

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

Employee Handbook: At all times it is operational, the School will have posted on the Internet (and will update the posting as quickly as possible whenever the

information changes) the employee handbook that, at a minimum, includes detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. If the School wishes to limit public access to the handbook for any reason, it may provide the CDE with a hardcopy of the document in lieu of posting it on the Internet.

Employee Contracts: At all times it is operational, the School will have posted on the Internet (and will update the posting as quickly as possible whenever the information changes) the template employee contract that, at a minimum, states that the School is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees. If the school wishes to limit public access to the employee contract template for any reason, it may provide the CDE with a hardcopy of the document in lieu of posting it on the Internet.

Teacher Credentials and Highly Qualified Teacher Requirements: At all times it is operational, the School will have posted on the Internet a certification that all teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Charter Schools Act. The certification will also cover the School's compliance with the federal No Child Left Behind (NCLB) highly qualified teacher requirements. The School will have documentation on file (for inspection upon request) of its teachers' credentials and that the teachers of any NCLB core subject meet the highly qualified teacher requirements.

Management Contracts: Prior to entering into a contract (or as the contract is revised) with an education management organization (EMO), the School will provide the following information:

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

The CDE will review and must approve any school management contracts prior to the School entering into the contract. The SBE reserves the right and authority to modify any approval of such contracts by the CDE.

Business Services Contracts: The School must provide the CDE a copy of its agreement, if applicable, with the vendor that will provide business services to the School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, etc. 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 service.

Facilities Agreement: No later than June 1 prior to initial opening, the School will provide a written signed agreement (lease or other similar document) indicating the School's right to use the principal school site and any ancillary facilities identified by the School for at least the first year of the School's operation and evidence that the facility will be adequate for the School's needs. A pre-opening site visit will be conducted prior to opening of the School regardless of whether the School is locating in a facility provided by the district under Proposition 39 or in a privately-leased facility (see Section 4.3 and Attachment B for information on the pre-opening visit).

Once open, the School may change facilities only with prior approval of the CDE. Under ordinary circumstances, the School shall provide the CDE not less than 30 days notification of any change in facilities in order for the CDE to conduct a site visit prior to students attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities necessitated by fire or natural disaster), the CDE may waive the pre-opening site visit.

Zoning and Occupancy: At all times it is operational, the School will have posted on the Internet a certification that its facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities. The facility must meet all applicable health and fire code requirements and zoning laws. The School shall maintain documentation on file of all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The School cannot exempt itself from applicable/local zoning or building code ordinances.

A CDE site review of the School's facilities will determine that the facilities are clean, safe, American Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. Section 4.3 of the MOU describes the pre-opening site visit process and requirements..

If the School seeks facilities from the district in which it intends to locate (or is located) under *EC* Section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the district. The CDE will conduct the pre-opening site review process described for approving any facilities allocated to the school by the district.

School Accountability Report Card (SARC): On or before April 30 of each year, the School will post its SARC for the prior year either on the CDE SARC web site or the School's own web site. The School may, but is not required to, use the template developed by the CDE and available at <http://www.cde.ca.gov/ta/ac/sa> as a guide. The School will include the following elements and may present additional pertinent information at its discretion:

- *Contact information* for the School, including school name, principal, street address, phone and fax numbers, e-mail address, and CDS code.
- *School description and mission statement.*
- *Description of opportunities for parent involvement.*
- *Demographic information*, including numbers of students in each grade level, and number and percentage of students in each racial and ethnic subgroup as reported by CBEDS.
- *Description of School climate* and safety, including the content and currency of the comprehensive safety plan, the School's efforts to create and maintain a positive learning environment, and the number and percentage of suspensions and expulsions of the total enrollment.
- *Academic data*, including (1) the percentage of students achieving at the Proficient or Advanced level on the CST by grade level and subject, as well as school wide and by significant subgroups, (2) percentage of students scoring at or above the 50th percentile on the CAT/6 by grade level and subject, as well as school wide and by significant subgroups, (3) percentage of students meeting fitness standards in total, by grade level, and by gender on the California Physical Fitness Test, (4) data from local assessments, if available, reporting the percentage of students meeting or exceeding the standards, benchmarks, and/or outcomes measured by the local assessment.
- *Academic Performance Index (API) data*, including (1) school wide API base and growth scores, growth targets, statewide and similar schools ranks, and percent tested over the last three years, and (2) API base and growth scores and targets for significant subgroups over the last three years.
- *Adequate Yearly Progress (AYP) data*, including (1) whether AYP criteria were met school wide, and (2) participation rates and percent proficient or above both school wide and by significant subgroups.
- Information regarding whether the School is in *Program Improvement* and in which year.

- Percent of students completing the 12th grade who successfully complete the *California High School Exit Exam (CAHSEE)* for the last three years.
- *Dropout and graduation rates* for the last three years (the CDE SARC template describes how to calculate these rates).
- *Average class size*.
- *Number of teachers* as reported by CBEDS, and the number of NCLB compliant teachers teaching core academic subjects.
- Information about the procedures and *criteria for teacher evaluations*.
- Information about the *structure of the School's instructional program*, including professional development, number of instructional minutes offered, and number of and reasons for minimum day schedules.
- Numbers and percentages of *graduates who have completed all courses required for University of California (UC) and/or California State University (CSU) admission*.
- *Total dollars spent* by the School and dollars spent per student.
- Data regarding *parent satisfaction* with the School.

SECTION 2: EDUCATIONAL PERFORMANCE

2.1 Educational Program

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

- Scope and sequence for all subjects to be offered by the School.
- The complete educational program for students to be served in the first year including, but not limited to: (1) a description of the curriculum and identification of the basic instructional materials to be used, (2) plans for professional development 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 Standardized Testing and Reporting (STAR) program in evaluation of student progress.
- Annual calendar for the 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.
- For nonclassroom-based programs, if any, sample student contracts, description of frequency of contact with teachers, pupil/teacher ratios, and description of how student work will be evaluated for time value.

2.2 Student Achievement Plan

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

If the School fails to meet its API growth targets in a given year, either school wide or by numerically significant subgroups, or if the School fails to make AYP, it will be required to prepare and post on the Internet a Student Achievement Plan (Plan) by October 1 of the year following the year in which the School failed to meet API targets or AYP. The specific requirements of the Student Achievement Plan are included in the Student Achievement Plan Guidelines (Attachment A).

Upon approval by the CDE, the School will implement its Student Achievement Plan that sets forth the School's specific goals, how progress towards and achievement of each goal will be measured, data that will be collected, and proposed expenditures.

2.3 Annual Update

By the end of September each year, the School will post on the Internet an annual Update to the CDE for the prior year that examines the following:

- STAR results both in aggregate and disaggregated by numerically significant subgroups.
- CAHSEE results, if applicable, both in aggregate and disaggregated by subgroups.
- Progress made toward meeting API growth targets and AYP.
- Progress made toward each of the educational goals and student outcomes identified in the charter.
- Results of any additional school wide internal assessments used by the School.
- Plans to address areas identified as needing improvement by the School.
- Evidence that the School is financially sound.

If the School has previously been required to submit a Student Achievement Plan, it must also address the following elements in the Annual Update:

- Progress made in addressing the goals identified in the Student Achievement Plan.
- Professional development activities undertaken to further progress on goals described in the Student Achievement Plan.
- Progress made on the implementation of changes to curriculum and instructional strategies or the organizational structure identified in the Student Achievement Plan.

- Evidence that the School is systematically examining student data and using it to drive decisions regarding curriculum and instruction.
- Identification of targeted funds to support elements of the Student Achievement Plan.

With the approval of the CDE, the School may substitute and post on the Internet its own internal report in lieu of the Annual Update provided the internal report covers the elements identified above. The Annual Update (in conjunction with the Student Achievement Plan, if applicable) will be used as a central area of focus for site visits.

2.4 Special Education

At all times it is operational, the School will have information posted on the Internet (and will update the posting as quickly as possible whenever the information changes) identifying the Special Education Local Plan Area (SELPA) in which it is participating or of which it is a member, including any documentation pertaining to that participation or membership, such as an MOU.

2.5 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 statute applicable to the provision of independent study in charter schools, including *EC, Part 28, Chapter 5, Article 5.5* (commencing with Section 51745), and applicable regulations..

If the School is approved as a site-based school, it must provide a classroom-based instructional program such that at least 80 percent of the instructional time offered by the School is at the school site and the School requires the attendance of all students for at least 80 percent of the minimum instructional time offered. If the School fails to meet the instructional time requirements, it will be required to file a funding determination in accordance with *EC Section 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 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 must provide prior certification from the School's independent auditor that the School's governing board has adopted 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.

SECTION 3: FISCAL OPERATIONS

3.1 Funding

The School will be direct funded in accordance with *EC* Section 47630 et seq. and, if a statewide benefit charter, with *California Code of Regulations (CCR)*, Title 5, Section 11967.8. The School's general purpose entitlement will be calculated in accordance with *EC* Section 47633 et seq. The parties recognize the authority of the School to pursue additional sources of funding.

3.2 Fiscal Agent

The School is responsible for identifying a county office of education for purposes of establishing the appropriate funds or accounts in the county treasury for the School and for making the necessary arrangements for the School's participation in the State Teachers' Retirement System, the Public Employees Retirement System, or social security. The School will provide the CDE with documentation that it has entered into an agreement with a specific county office of education to provide these services.

3.3 Student Attendance Accounting and Reporting

No later than July 1, the School (if new) will submit proposed attendance accounting procedures, including software, for approval by the CDE. The School is strongly encouraged to use commercially available attendance accounting software. If the School wishes to create spreadsheets on Excel or other database programs, they must be reviewed and approved by the CDE prior to use by the School. The School will submit enrollment and attendance reports as required to receive apportionment of funding according to the following schedule:

- First 20 Days Attendance (new schools) .
Data must be reported to CDE 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 (P-1) Apportionment (attendance for all full school months between July 1 and December 31) by **January 5**.
- Second Principal (P-2) Apportionment (attendance for all full school months between July 1 and April 15) by **April 21**.
- Annual Apportionment (attendance for entire school year in full) by **June 30**

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

certification, the school's ADA defaults to zero and no funds are paid for the P-1 funding period, February through May.

In addition to submission of the electronic data files, the School must 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, hourly attendance sheets signed and dated by teachers for any supplemental hours claimed, 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 incidental independent study, it must submit a letter to the CDE 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 2.5). The letter from the auditor certifying compliance must be submitted to the CDE prior to reporting independent study ADA at the apportionment reporting periods.

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

3.4 Revenue and Expenditure Reporting

The School is required by *EC* Section 47604.33 to submit periodic reports of revenues, expenditures, and reserves. In order to meet statutory timelines for revenue and expenditure reporting, the School must submit reports to the Charter Schools Division for review according to the following schedule:

- Preliminary budget on or before **July 1, 2007**. (*Note: CDE may request a revised budget to address any concerns identified during the review of the preliminary budget.*)
- Unaudited Actuals Report for the prior fiscal year on or before **September 15**
- First Interim Report (expenditures through October 31) on or before **December 15**.
- Second Interim Report (expenditures through January 31) on or before **March 15**.

The above reports must be submitted to CDE accompanied by supplemental information identified in Attachment F, including but not limited to, the following:

- Explanations and budget assumptions for revenues and expenditures.

- Growth in average daily attendance (ADA) and the impact of the growth on liabilities, facilities, etc.
- An organizational chart identifying all charter school employees and respective salary information for each position.
- A written summary of any significant changes in the budget or interim reports from one reporting period to the next period.
- Statement of cash flow for the current and subsequent fiscal year.
- Profit and loss statement.
- Disclosure of all multi-year fiscal obligations, such as loans, lines of credit, etc., for the next three years.

In addition, consistent with *CCR, Title 5, Section 15443*, the School is expected to maintain prudent reserves at least equivalent to those required of a school district of similar size:

<u>School ADA</u>	<u>Expected Reserve</u>
0 – 300	greater of 5%* or \$50,000
301 – 1,000	greater of 4%* or \$50,000
1,001 – 30,000	3%*

*Percentages are applied to total expenditures, transfers out and other uses, except as provided for in *EC 33128*.

CDE may request additional information, as necessary, to evaluate the fiscal condition of the School.

3.5 Annual Audit

By April 1 of each year, in preparation for the annual audit due on December 15, the School must contract with an auditor from the Certified Public Accountant’s Directory published by the State Controller’s Office (*EC 41020*).

By December 15 of each year, the School will submit an annual independent financial audit to the State Controller’s Office, the CDE’s Charter Schools Division, the CDE Audit Resolution Office, and the county office of education of the county in which the School is located (*EC 47605(m)*). The School will also submit to CDE any management letters accompanying the annual audit. In order for the School to receive a favorable recommendation for renewal, each annual audit must be free of findings and exceptions, or corrective action plans must have been implemented in a timely manner, such that there are no findings or deficiencies identified in the following year.

The audit shall be conducted in accordance with the General Accounting Office (GAO) standards for financial and compliance audits and in accordance with the audit guide adopted by the Education Audit Appeals Panel. The audit guide is located in the *California Code of Regulations (CCR)*, Title 5, Division 1.5, Chapter 3, *Standards and Procedures for Audits of California K-12 Local Educational Agencies* or may be accessed online at:

<http://www.eaap.ca.gov>.

3.6 Oversight Fees

The School will be charged an annual oversight fee not to exceed 1 percent of the general purpose and categorical block grant revenue received by the School in accordance with *EC Section 47613*. The fee is used by the CDE 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 certification

The oversight fee will be based on the general purpose entitlement and categorical block grant funding provided to the School at the First Principal Apportionment (P-1). The School will be invoiced in April of each year based upon first principal apportionment (P-1) data for 95 percent of the estimated total. The invoice will also include an adjustment for the preceding year based upon final revenue for that year. Invoices are due and payable to CDE within 30 days of receipt.

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

The School will be responsible for entering into a contract with STRS and/or PERS and a county office of education for reporting purposes. Such arrangements must be made prior to the hiring of any employee whose position is covered by STRS or PERS.

SECTION 4: FULFILLING CHARTER TERMS

4.1 Material Amendments to Charter

Changes to the charter deemed to be material amendments may not be made without SBE consideration and approval. Amendments to the charter considered to be material changes include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- Changing to (or adding) a nonclassroom-based program, if originally approved as a classroom-based program
- Proposed changes in enrollment that differs by more than 25 percent +/- of the enrollment originally projected in the charter, or as approved by the SBE in a subsequently revised charter.
- Addition or deletion of grades or grade levels to be served
- Location of facilities and/or new sites
- Admissions preferences
- Governance structure

4.2 State Assessments

The 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:

- California Standards Tests
- CAT/6
- SES and Aprenda/3
- CAPA
- California High School Exit Examination
- Physical Fitness Test
- California English Language Development Test

4.3 Site Visits

The CDE will conduct a site visit prior to the opening of a new school and at least one visit during the school year. The site visits will consist of the following:

Pre-opening Visit (see Attachment B)

Prior to the CDE authorizing the School to commence operations, the School must demonstrate that it has completed specified actions and provided required documentation. The documentation required is listed in Attachment C, the Document Review Checklist, under the column "Required Prior to School Opening."

On or before August 1 of the year in which the School is first scheduled to begin instruction, (or, if the School is scheduled to provide instruction prior to that date, by such date as required by the CDE), the School will have

posted on the Internet each item required on the Checklist, or for items not completed, an agreed upon date by which the item will be completed.

The CDE will visit the School facility for an inspection and review prior to the time the School is scheduled to open. The pre-opening review will take place no later than 30 days prior to the anticipated school start date. The pre-opening checklist is included as Attachment B. The School may not commence operations without written authorization from the CDE.

Periodic Site Visits (see Attachment D)

The CDE will conduct at least one site visit annually in order to assess the School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the charter. The primary focus of the visits will be on teaching and learning and the Student Achievement Plan (described under Section 2: Educational Performance). Attachment D, the SBE Approved Charter School Evaluation Form, and Attachment C, the Document Review Checklist, describe the evidence and documentation that will be reviewed and evaluated each year.

The site visit may include review of the facility, review of records maintained by the School, interviews with the director of the School, staff, and clients, and observation of instruction in the classroom. The evaluations for each year will constitute the basis upon which a renewal decision will be made at the end of the term of the charter. Any deficiencies will be reviewed with the School administration.

The CDE reserves the right to make unannounced visits to the School.

4.4 Renewals

The School may seek renewal of its charter prior to expiration of the term of the charter in accordance with statutory provisions. If the renewal is denied by the school district to which the renewal is submitted, the School may submit the renewal request to the SBE. The School will submit its renewal petition for the next charter term along with a copy of the most recent Annual Update and Student Achievement Plan (if applicable) to the SBE, with a copy to the CDE, no later than December 1 of the year in which the charter School would cease operations without renewal.

The school may request and be approved for an early renewal of its charter if it meets all of the following conditions:

- Has been in existence for at least three years, or has completed three years of a subsequent term of renewal.
- Has similar schools API rankings of 8 or above in all three prior years.

- Has met AYP criteria school wide and by significant subgroups in all three years
- Has submitted accurate and timely budgets, interim fiscal reports, and student attendance data to CDE
- Independent financial audits for all three years have been free of audit exceptions/deficiencies
- Has received no health and safety code violations from local authorities
- Has demonstrated that a majority of parents, students, and staff are satisfied with the performance of the School.

The CDE will review the charter petition, academic and financial performance, audit reports, annual visitation reports, and conduct a renewal site visit prior to scheduling the renewal request for consideration by the ACCS and the SBE. The charter petition must be revised in accordance with current statutes and regulations.

Further information regarding the criteria used for site visit reviews is described under Subsection 4.2 Site Visits.

4.5 Notice to Cure and Revocation

The SBE retains the right to revoke the Charter as set forth in *EC* sections 47604.5 or 47607 for specified reasons with written notice that shall specify CDE concerns and issues of non-compliance. Prior to instituting revocation proceedings, the CDE will provide for a system of progressive notices that correction of a problem by the School needs to occur with specified time lines. The progression of notification of corrective action is as follows:

- Direct contact with the School specifying the concerns, followed by Letter #1.
- Letter #2 – restatement of concerns if there has been little or no response by the School to the first letter, and a request for a response from the School informing the CDE about steps the School is taking to address the concern; the SBE will be apprised informally of situation. The CDE may conduct a site visit.
- Letter #3 (Notice of Concern) - restatement of concerns and direction to the School to take corrective action by a specified date; the SBE will be formally apprised.
- Letter #4 (Notice to Cure or Face Revocation) - letter identifying history of failure to correct or address the concerns and directing the School to take specific enumerated actions or submit documentation by a specified date. Failure to do so will result in the institution of revocation proceedings. The SBE will formally approve or deny the Notice to Cure.
- Revocation - schedule an agenda item for the SBE to hold a public hearing and consider revocation of the charter.

The exception to the above process is under circumstances where the CDE determines there is an immediate threat to the health and safety of students and/or staff of the School. An immediate action may be taken to assure the safety and well being of the students, staff, and community, as deemed appropriate by the CDE, including but not limited to closure of the school. The SBE will be apprised of the situation immediately before action is taken. In the event that a substantial fiscal concern is identified, the CDE may directly issue a Notice of Concern and may take (or direct the School to take) immediate steps to remediate the problem.

During the period prior to revocation, the School shall have the opportunity to work collaboratively with the CDE or its designee to address the concerns and develop a plan to remediate all areas to the satisfaction of the CDE and SBE. During this period of time the 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

At all times it is operational, the School will have information posted on the Internet (and will update the posting as quickly as possible whenever the information changes) a description of the procedures to be used in the event the School closes.. Procedures must be compliant with requirements contained in CCR, Title 5, Section 11962, and at a minimum, must include the following (see Attachment E):

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

If the School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), the CDE will serve written notice on the School that the closure procedures described in Attachment E have been invoked. The School will immediately identify to the CDE the specific individual who is responsible for coordinating the School's close out activities. CDE will identify a

CSD staff person who will work with the School to accomplish all close out activities.

The School expressly acknowledges the right of the CDE, on behalf of the State Superintendent of Public Instruction (pursuant to *EC* Section 47604.3), to take immediate and direct control of all the School's student and business records at any time after the CDE gives written notice that it is invoking the closure procedures.

SECTION 5: NONDISCRIMINATION

The parties recognize and agree that the School shall not charge tuition, shall be nonsectarian and shall be open to all students regardless of ethnicity, national origin, gender, or disability 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 the SBE may be assigned to another entity without the prior written approval of the SBE.

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 the CDE at:	Greg Geeting, Interim Director Charter Schools Division California Department of Education 1430 N Street, Suite 5401 Sacramento, CA 95814
To the School at:	School Name Address City, CA Zip Code

This MOU contains the entire MOU of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings 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	President, Charter School Governing Board
_____	_____
Date	Principal, Charter School
_____	_____
Date	Greg Geeting, Interim Director, Charter Schools Division
_____	_____
Date	Roger Magyar, Executive Director, State Board of Education

ATTACHMENT A: Student Achievement Plan Guidelines

I. Overview

A Student Achievement Plan is required to be submitted to the California Department of Education (CDE) if the School fails to meet API growth targets and/or AYP in any year. The Student Achievement Plan requires the School to establish specific goals and actions the school will take to improve student academic achievement in those areas identified through the API and AYP as not meeting performance criteria. The School must also identify how it will evaluate progress toward goals and outcomes, and the data that will be collected to measure progress.

The School will be expected to present an Annual Update to the CDE on the progress made in meeting goals identified in the Student Achievement Plan. Data compiled from the Student Achievement Plan and the Annual Update, plus confirming evidence gathered during periodic site visits will provide the CDE with a clear understanding of whether the School is on track to its charter being renewed.

In addition to API and AYP, the 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 School demonstrate its value added, achieve its academic goals and distinctive qualities in the School's mission and highlight those goals and qualities to its greater school community.

II. Required Components of the Student Achievement Plan

For each area in which the School did not meet API targets and/or AYP, the School must submit a plan to the CDE describing specific and concrete actions the School will take in order to improve student achievement over the course of the current school year. The Plan must address, at a minimum, the following elements:

Methods or system the School uses to examine student achievement data on a regular basis across grade levels, by subject matter, by significant subgroups, and across the School as a whole

Analysis of the STAR and AYP results that identifies the specific problem in the area(s) not meeting targets and/or criteria

Specific and measurable goals the School will achieve

Specific actions, which follow from the goals and examination of student data, the 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 School will implement to improve performance in targeted areas

Diagnostic assessments that will be used to enable the school to monitor the effects of proposed changes on student performance

Timelines and estimated costs for each of the specific actions proposed

The School may use any format it wishes for the Student Achievement Plan. The Plan must be submitted to the CDE by October 1 if the School did not meet API targets or AYP in the prior year.

Further information regarding the API can be found at: www.cde.ca.gov/ta/ac/ap/index.asp on the CDE website. Information on the AYP, including targets and criteria can be found at: www.cde.ca.gov/ta/ac/ay/index.asp.

ATTACHMENT B: Pre-Opening Site Inspection Checklist

General Considerations		Comments
Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the charter.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site has adequate space for the support services the school intends to provide to its students (i.e. nurse, counselors, tutors, after-school programs, etc.).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities include cafeteria or other suitable space for students to eat meals.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Building placement is compatible (i.e. music room is not next to library).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are generally conducive to a learning environment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, toxic conditions, electromagnetic fields, earthquake faults, flood zones.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site has good access and dispersal roads.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site has separate bus loading, parking areas, and parent drop off areas.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities operation permits and certificates, including evidence of inspection by a structural engineer, fire marshal and occupancy certificates, zoning variances, building permits, etc. have been secured.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site has good access and dispersal roads.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

General Considerations		Comments
Facilities meet requirements of the Americans with Disabilities Act, including (1) accessible routes from outside the school to the entry and from the school entry to all other buildings, and (2) stairs, ramps, toilets and signage that meet accessibility standards.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site and facilities are situated to minimize student contact with adults who do not have appropriate clearances as required by <i>Education Code</i> Section 44237.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Relocatable facilities are single story and meet local seismic safety requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are clean, sanitary, and free from conditions that would create a fire, or other hazard.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Indoor and/or outdoor physical education facilities are sufficient to accommodate the program envisioned in the charter.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Library or other space dedicated to research and study is suitable for the educational program being provided.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Building Exterior		Comments
Facilities are generally free of chipped paint, cracked floors, uneven surfaces, mold and evidence of leaks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks, driveways, and outdoor play areas are relatively free of cracks and uneven surfaces, and are good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Perimeter fences are installed as necessary and are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Graffiti or other signs of vandalism to the building are absent.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
School exterior needs minimal cosmetic repairs, painting, or additional lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Building Exterior</i>		<i>Comments</i>
Windows and doors are intact and in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exterior stairs or handrails are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exits to buildings are free of obstructions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Signage is adequate for traffic flow and for directions to school offices.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Trees and vegetation provide a clear view of the school; places to hide or to gain authorized access to the building are minimized.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
School site is substantially free of litter and clutter.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Interior Entrances, Corridors, and Stairs</i>		<i>Comments</i>
Heating and ventilation systems are adequate for the size of the building and numbers of students.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Electrical system has no major code violations.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Fire alarm system meets applicable local life safety codes; appropriate fire extinguishers exist in the building(s) and inspections are up to date.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Restrooms are conveniently located and accessible to students; toilets are clean and operable.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bracing of overhead light fixtures, heating and air conditioning vents, etc. comply with local ordinances.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Lighting, including night time lighting, is sufficient for the educational activities being conducted at the site.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Floors, walls, and ceilings are clean; ceiling tiles are all intact.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Halls and stairs are adequately lighted.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Exit doors, including emergency exits, are free of clutter and readily accessible; doors are secure to prevent intruders into the building.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Interior Entrances, Corridors, and Stairs</i>		<i>Comments</i>
Interior is free of other hazards that could endanger student safety.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Classrooms</i>		<i>Comments</i>
Classroom size and layout are related to functions that will be performed in them (i.e. science and computer laboratories, special education, locker rooms, gyms, etc.).	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Desks, tables, and chairs are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Space is provided to secure computers and other expensive electronic devices.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bookcases, racks, fixtures, etc. are adequately anchored to adjacent structures.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Gas, electrical, and water outlets and appliances are in good repair.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms have adequate lighting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms are visible to teachers at all times; classroom layout is conducive to quick evacuation.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Kindergarten classrooms have toilet facilities, or dedicated facilities are located within close proximity to classrooms, and are of appropriate height	<input type="checkbox"/> Yes <input type="checkbox"/> No	

<i>Additional Comments</i>

CSD Reviewer:
SFPD Reviewer:

ATTACHMENT C: Documentation Review Checklist

Category	Prior to Opening	Site Visit	Other Date
1. Governance and Organizational Management			
1.1 Organization			
• School contact information	✓		
• Organizational chart	✓		
1.2 Governing Board Establishment			
• Articles of Incorporation	✓		
• Bylaws approved by governing board	✓		
• Roster/biographies of current board members	✓		
1.3 Governing Board Activities			
• Calendar of governing board meetings	✓		
• Agendas, verification of public posting		✓	
• Meeting minutes		✓	
• Brown Act training verification	✓		
• Governing board policies in following areas:			
➤ Conflicts of Interest	✓		
➤ Parent/student handbook	✓		
➤ Internal fiscal controls	✓		
➤ Health and safety plan	✓		
➤ Notification to parents/guardians	✓		
➤ FERPA notices	✓		
➤ Criminal records summaries	✓		
1.4 Administration			
• Descriptions of enrollment and outreach	✓		
• Enrollment forms	✓		
• Targeted recruitment of students	✓		
• Enrollment preferences, if any	✓		
• Insurance coverage	✓		
• Employee handbook	✓		
• Employee contracts	✓		
• EMO contracts	✓		
• Facilities use agreement(s)			June1

Category	Prior to Opening	Site Visit	Other Date
<ul style="list-style-type: none"> Certificate of Occupancy, building permits, evidence of appropriate zoning 			Aug.1
<ul style="list-style-type: none"> School Accountability Report Card (SARC) 			April 30

Category	Prior to Opening	Site Visit	Other Date
2. Educational Performance			
2.1 Education program			
<ul style="list-style-type: none"> Scope and sequence for all grades 	✓		
<ul style="list-style-type: none"> Complete educational program, including curriculum, instructional materials, professional development plans, and identification of assessments. 	✓		
<ul style="list-style-type: none"> Annual school calendar 	✓		
<ul style="list-style-type: none"> Daily bell schedule 	✓		
<ul style="list-style-type: none"> Faculty and staff credentials (as applicable) 	✓		
2.2 Student Achievement Plan			
Student Achievement Plan		✓	Oct. 1 (if applicable)
2.3 Annual Update			
Progress report on student achievement		✓	Sept. 30
2.4 Special Education			
SELPA participation documentation	✓		
2.5 Independent Study			
<ul style="list-style-type: none"> Verification of requirements of law, including: <ul style="list-style-type: none"> ➤ Frequency of contact ➤ Student/teacher ratios ➤ contracts ➤ Evaluation of student work for time value 		✓	
		✓	
		✓	
		✓	

Category	Prior to Opening	Site Visit	Other Date
3. Fiscal Operations			
3.1 Funding			
• Verification of funding			
3.2 Fiscal Agent			
Verification of county office for fiscal agent	✓		
3.3 Student Attendance Accounting/Reporting			
• Attendance Accounting Procedures			
• First 20 days attendance/supporting documents			15 days after first 20 days
• P-1 attendance/supporting documentation			Jan. 5
• P-2 attendance/supporting documentation			April 21
• Annual attendance/supporting documentation			June 30
3.4 Revenue and Expenditure Reporting			
Annual budget			July 1
First interim report			Dec.15
Second interim report			March 15
Unaudited actuals report			Sept.15
3.5 Annual Audit			
• Annual independent financial audit			Dec.15
3.6 Oversight Fees			
• Payment of invoice for oversight fee			May 7
3.7 STRS/PERS Reporting			
Contract with county office for STRS/PERS reporting	✓		

Category	Prior to Opening	Site Visit	Other Date
4. Fulfilling Charter Terms			
4.1 Material amendments			
Material amendments if applicable, approved by the governing board and SBE			As needed
4.2 STAR Testing			
Verify participation in STAR testing			As needed
4.3 Site Visits			
Pre-opening documentation of conditions met	✓		
Periodic site visit verification of adherence to charter through interviews with staff, students, parents, and community		✓	
4.4 Renewal			
Revised charter petition reflecting most recent statutory changes			Oct. 15 of 4 th year
Student Achievement Plan for next five-year term			Oct. 15 of 4 th year
4.5 Notice to Cure and Revocation			
Documentation of corrective actions taken, if applicable		✓	As needed
4.6 Closure Procedures		✓	
Procedures to be used in event of school closure	✓		
Identification of point of contact for closure activities	✓		