

1 **Los Angeles County Office of Education**  
2 **Monitoring and Oversight Memorandum of Understanding<sup>1</sup>**

3 **Name Charter School**

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

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

Direct to County Board (EC § 47605.5) Establish Renew

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

5 **INTRODUCTION**

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

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

16 **PURPOSE OF AGREEMENT**

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

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

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

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

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<sup>1</sup> Adapted from the Memorandum of Understanding (MOU) utilized by the State Board of Education. This agreement reflects changes made for the Los Angeles County Board of Education as the authorizer.

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

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

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

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

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

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

65 **TERM OF AGREEMENT**

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

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

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

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

81 agreement on required changes to the Agreement which result in a violation of law will result in  
82 termination of the Agreement and lead to termination or revocation of the charter. The approved  
83 Agreement (including any subsequent addenda) shall continue unless modified in writing. If the Charter  
84 School becomes non-operational for any reason, this Agreement (including any addenda) shall remain  
85 in effect until closure procedures have been completed. The term of the charter automatically expires if  
86 the Charter School becomes non-operational, because of non-renewal, revocation, or closure. Should  
87 the term of the charter be affected by future legislation, the provisions of this MOU will remain in full force  
88 and effect.

### 89 **TERM OF THE CHARTER**

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

- 94 • The Charter School shall operate as a **classroom based and/or nonclassroom-based** charter  
95 school within the geographic boundaries of **NAME OF DISTRICT** in the county of Los Angeles **in**  
96 **accordance with EC § 47605 and/or EC § 47605.1 as applicable.**
- 97 • The Charter School shall serve grades **X-XX** and shall have an approximate enrollment of **TO BE**  
98 **SPECIFIED BASED ON THE CHARTER.**
- 99 • The Charter School will commence its first year of operation between July 1 and September 30,  
100 **20XX** (Not applicable for renewals).
- 101 • The Charter School shall have a **NUMBER (X)** year term to expire on June 30, **Year**. The  
102 provisions of the charter and the Agreement shall be aligned.

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

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

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

### 109 **SECTION 1: GOVERNANCE AND ORGANIZATIONAL MANAGEMENT**

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

#### 121 **1.1 Organization**

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

- 127 • Contact information, including phone numbers, official addresses and e-mail addresses for the  
128 principal contacts for the Charter School, including a mailing address that can receive any type of  
129 official mail/packages and notices, and ensure that this information is kept current.
- 130 • Organization chart displaying relationship between governing board and the Charter School  
131 leadership.
- 132 • Immediate written notice (within 10 calendar days) of any changes in the Charter School's  
133 directors, officers, and administrators, and ***provide resumes for the new individuals.***

## 134 **1.2 Governing Board Establishment**

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

- 138 • Articles of Incorporation
- 139 • Bylaws approved by the governing board
- 140 • Conflict of Interest Policy
- 141 • Roster and resumes of current governing board members

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

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

## 155 **1.3 Governing Board Activities**

156 A. Calendar: The Charter School shall provide an annual calendar of regular meetings of the governing  
157 board, including a description of how students, parents, and community members shall be notified of  
158 meetings. This calendar, with an emphasis on the date of the next scheduled board meeting, shall be  
159 displayed prominently on the Charter school's website.

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

171 Within ten (10) working days of board meetings, the Charter School shall provide LACOE with an audio  
172 recording of the meeting and all materials provided to the governing board by its administration,  
173 contractors, or the public including approved previous meeting minutes, signed resolutions and signed  
174 and approved documents. Once approved by the Charter School's governing board, the Charter School  
175 shall provide LACOE with a copy of the minutes of the meeting within ten (10) calendar days. All policies,  
176 policy changes, and approved meeting minutes shall be posted on the Charter School's website no more  
177 than 30 days after each meeting.

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

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

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

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

206 • Adherence to County Board of Education Policy and Regulation: At the first governing board  
207 meeting of the Charter School following receipt of the MOU and each July thereafter, the  
208 governing board of the Charter School shall review and acknowledge in its board minutes that it  
209 shall adhere to all policies and regulations pertaining to charter schools that have been adopted  
210 by the Los Angeles County Board of Education and Superintendent, as long as the policies do  
211 not conflict with Education Code. All new and/or revised policies and procedures will be posted  
212 on the Charter School's website no more than 14 days after their adoption. Updated policies and  
213 regulations are available to the Charter School on our website [www.lacoe.edu](http://www.lacoe.edu).

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

- 216 • *\*Educational and Admissions Policies:* These policies include admissions, enrollment, and lottery  
217 process; electronic device use; special education; homeless and foster youth; independent study;  
218 requirements for graduation and for the Certificate of Completion (as applicable)<sup>2</sup>.
- 219 • *\*Uniform Complaint Procedures:* Uniform Complaint Procedures (UCP), approved by the Charter  
220 School's governing board, shall be posted at all of the Charter School's sites, in a place available  
221 for public viewing and on its website. Complaint procedures shall identify the Los Angeles County  
222 Board of Education as the authorizer, and provide the telephone number to the LACOE Charter  
223 School Office and the LACOE website ([www.lacoe.edu](http://www.lacoe.edu)).
- 224 • *\*Health Policies:* Policies related to absences, illness, medications, blood borne pathogens,  
225 immunization requirements, for providing emergency medical services, establishing the Section  
226 504 Accommodation Plan<sup>2</sup>.
- 227 • *\*Comprehensive School Safety Policies:* Policies that provide for a safe learning environment for  
228 all pupils. Policies shall include but are not limited to those areas specified and/or associated with  
229 EC 32280-32289, as described in Section 1.4(B) of this document.
- 230 • *\*Parent/Student Handbook:* The governing board shall approve the Parent/Student Handbook to  
231 ensure it complies with law and is aligned with the Charter School's board-approved policies and  
232 authorized charter. The governing board shall ensure that it is distributed in hard copy to all  
233 families each year, to new enrollees during registration, and upon request, and that it is at all  
234 times available online. At a minimum, the handbook shall include detailed expectations for student  
235 attendance, behavior, and discipline, including policies and consequences for bullying and  
236 harassment, due process rights related to discipline (including suspension, expulsion, and special  
237 education), and should include policies regarding dress code, student fees and field trips, and the  
238 school calendar and bell schedule. Also, a description of complaint procedures that parents may  
239 pursue in the event of disagreements, Independent Study and graduation and/or Certificates of  
240 Completion requirements, and an indication of LACOE as the authorizing entity. An annual parent  
241 meeting shall be held to inform parents regarding policies. The handbook shall be translated into  
242 language(s) most represented in the Charter School.
- 243 • *\*Employee Handbook:* The governing board shall approve the Employee Handbook to ensure it  
244 complies with law and is aligned with the Charter School's board-approved policies and  
245 authorized charter. The governing board shall ensure that it is distributed in hard copy to each  
246 employee at the time of their hire and each year at the beginning of the school year. At a minimum,  
247 the handbook shall include detailed expectations for standard rules of behavior, employee  
248 performance, employee problem solving, due process rights of employees related to disciplinary  
249 actions including termination, compensation and benefit information, and a description of both  
250 formal and informal complaint procedures, discrimination and harassment, workplace security,  
251 drug and alcohol policies, at-will employment (if applicable), confidentiality, electronic  
252 communications, family and medical leave and employee benefits.
- 253 Amendments to the employee handbook may be made and distributed to employees by the  
254 Charter School during the year. A copy of the handbook may be reviewed during site visits.

## 255 **1.4 Administration**

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

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

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

- 260 • Procedures for application, enrollment, admission, wait listing and lotteries for placement  
261 (enrollment preferences) as described in the charter
  - 262 • Evidence of enrollment preferences consistent with the charter and with LACOE conditions of  
263 operation
  - 264 • Copy of application and enrollment forms and information provided to prospective families
  - 265 • Documentation, while pertinent, that start-up enrollment is consistent with enrollment numbers  
266 described in the charter
  - 267 • Evidence that the school is not seeking apportionment for students who are not residents of  
268 California in accordance with EC § 47612
  - 269 • For students over 18, evidence that each student has been continuously enrolled (no break in  
270 enrollment greater than 20 school days) in an educational program and is making satisfactory  
271 progress toward completion of a high school diploma
- 272 B. Health and Safety Plans: Prior to opening, annually, and upon revision, the Charter School shall  
273 provide to LACOE, and have posted on the Charter School's website, a copy of its Health and Safety  
274 Plans as follows:
- 275 • A copy of its health plan for students and employees including policies and procedures related to  
276 absences, illness, medications, blood borne pathogens, immunization requirements, plan for  
277 providing emergency medical services, establishing a Section 504 Accommodation Plan, and  
278 health/mental health services available at and/or through the Charter School.
  - 279 • A copy of its Comprehensive School Safety Plan that addresses all components of EC § 32280-  
280 32289.
  - 281 • Student Discipline including a list of offenses for which students may be given detention, or may  
282 and must be suspended or expelled, the procedures for suspension or expulsion, procedures by  
283 which parents and students shall be informed about reasons for suspension or expulsion, and of  
284 their due process rights in regard to the disciplinary action.
  - 285 • Campus Supervision and Visitors including supervision of students before and after school, while  
286 on campus, and student drop-off and pick-up; policies related to visitors on campus, entering and  
287 leaving the campus.
  - 288 • Child Abuse Reporting including procedures consistent with Article 2.5 (commencing with Section  
289 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code. The policy should include a timeline  
290 for the annual training of mandated reporters and the process to be used by staff for reporting  
291 suspected child abuse to the appropriate authorities.
  - 292 • Teacher Notification of Dangerous Students including procedures to be used to notify teachers of  
293 dangerous pupils pursuant to EC 49079.
  - 294 • Discrimination and Harassment consistent with the prohibition of discrimination contained in EC  
295 Part 1, Chapter 2 (commencing with section 200). The policy should include how the information  
296 will be communicated to stakeholder groups and how related complaints may be filed.
  - 297 • Dress Code including school-wide dress code, pursuant to EC 35183, that prohibits pupils from  
298 wearing "gang-related apparel" or other items that, if worn on a school campus, could be  
299 reasonably determined to threaten the health and safety of the school environment.
  - 300 • Safe and Orderly Environment including procedures designed to ensure a safe and orderly  
301 environment conducive to learning at the school in accordance with EC § 32282(a)(2)(H).
  - 302 • Code of Conduct for all students clearly stating the responsibilities of students, teachers, and  
303 administrators in maintaining a classroom environment that allows a teacher to communicate

304 effectively with all students in the class, allows all students to learn, has consequences that are  
305 fair and age-appropriate, considers the student and circumstances and is enforced accordingly.

306 • Anti-Bullying including procedures aimed at the prevention of bullying, including cyber bullying, to  
307 be developed in accordance with AB 9 and that include clear procedures for reporting incidents  
308 of bullying or harassment.

309 • Disaster/Emergency Response Plan including the protective measures and procedures to be  
310 followed in the event of a natural disaster or other incident that threatens the health and safety of  
311 students and staff (ex. earthquake, fire, bomb threat or intruders on campus). Procedures should  
312 include accommodations for pupils with disabilities and information to parents on the student  
313 release process.

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

317 • Evidence that staff has been trained in health, safety, and emergency procedures.

318 • A calendar of emergency drills for students.

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

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

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

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

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

340 E. Criminal Record Summaries:

341 • Department of Justice (DOJ) Clearance: Prior to hiring any employee, the Charter School must  
342 obtain an Originating Agency Identifier (ORI) and receive approval of its designated Custodian of  
343 Records from the DOJ for the purposes of processing all school employees for DOJ clearance.  
344 Obtaining an ORI cannot be done prior to having obtained a school location.

345 • All employees of the Charter School, parent and non-parent volunteers who will be performing  
346 services that are not under the direct supervision of a certificated teacher, onsite vendors and  
347 contractors having unsupervised contact with students, and Charter School Board members shall  
348 submit to background checks and fingerprinting in accordance with EC §§ 44237 and 45125.1.  
349 The Charter School shall maintain documentation, and provide to LACOE upon request, that all  
350 employees, volunteers, and vendors (as applicable) have clear criminal records summaries prior

351 to their having any unsupervised contact with students. The Charter School shall maintain on file  
352 and have available for inspection during site visits, evidence that the Charter School has  
353 performed criminal background checks for all employees and volunteers (as applicable) and  
354 documentation that vendors have conducted required criminal background checks for their  
355 employees prior to any unsupervised contact with students. The Charter school shall provide  
356 certification to LACOE that all employees and volunteers/vendors (as applicable) have cleared a  
357 criminal background check prior to any unsupervised contact with students.

- 358 • Any visitor to the Charter School shall wear an appropriate identification badge while at the  
359 Charter School.

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

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

- 365 • Charter School Annual Information Survey
- 366 • Local Educational Plan (LEA) Plan
- 367 • Federal Cash Management
- 368 • Consolidated Application

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

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

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

- 384 • Commercial General Liability, including Damage to Rented Premises coverage (only required for  
385 rented premises the tenant occupies), of \$5,000,000 per Occurrence and in the Aggregate. The  
386 policy shall be endorsed to name the Los Angeles County Office of Education and the County  
387 Board of Education ("County Board") as named additional insured and shall provide specifically  
388 that any insurance carried by the District which may be applicable to any claims or loss shall be  
389 deemed excess and the Charter School's insurance shall be primary despite any conflicting  
390 provisions in the Charter School's policy. Coverage shall be maintained with no Self Insured  
391 Retention above \$15,000 without the prior written approval of the Office of Risk Management for  
392 the LACOE.
- 393 • Workers' Compensation Insurance in accordance with provisions of the California Labor Code  
394 adequate to protect the Charter School from claims that may arise from its operations pursuant  
395 to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance  
396 coverage must also include Employers Liability coverage with limits of  
397 \$1,000,000/\$1,000,000/\$1,000,000.

- 398 • Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits  
399 of \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not operate a  
400 student bus service. If the Charter School provides student bus services, the required coverage  
401 limit is \$5,000,000 Combined Single Limit per Occurrence.
- 402 • Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School  
403 employees who handle, process or otherwise have responsibility for Charter School funds,  
404 supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per  
405 occurrence, with no self-insured retention.
- 406 • Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000  
407 per occurrence and \$3,000,000 general aggregate.
- 408 • Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and  
409 \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by  
410 endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- 411 • Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and  
412 \$3,000,000 general aggregate.
- 413 • Property Damage Liability replacement value limits sufficient to protect the school's assets.

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

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

424 Charter Schools shall register with myCOI and certificates of insurance shall be submitted to:

425 [www.mycoitracking.com](http://www.mycoitracking.com)

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

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

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

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

454 K. Teacher Credentials, Highly Qualified Teacher Requirements, and Non-Certificated Personnel:  
455 Biannually in October and February, in accordance with Attachment C, Reporting Timeline, the Charter  
456 School shall provide to LACOE an accurate and timely all Staff Information List (certificated and non-  
457 certificated personnel) and documentation that all teachers hold a Commission on Teacher Credentialing  
458 certificate, permit, or other document equivalent to that which teachers in other public schools are  
459 required to hold, except as otherwise exempted by The Charter Schools Act. The Charter School shall  
460 notify the CSO when any employee undergoes a change in credential status.

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

467 L. Specific Roles to be Identified:

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

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

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

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

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

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

- 510 • A pre-opening site visit will be conducted regardless of whether the Charter School is locating in  
511 a facility provided by a district under EC § 47614 (Proposition 39), in a privately-leased facility, or  
512 in a facility to be occupied under any other arrangement.
- 513 • Prior to signing any lease or similar document, the Charter School will ensure compliance with  
514 EC § 17215 regarding sites located near runways or potential runways.
- 515 • The Charter School will provide a written signed Agreement (lease or other similar document)  
516 indicating the Charter School's right to use the principal school site and any ancillary facilities  
517 identified by the Charter School for the first year of the School's operation and upon any change.
- 518 • Prior to opening a site or before an existing school may occupy a new or different facility, LACOE  
519 will conduct a site review to determine that the facilities are clean, safe, Americans with Disabilities  
520 Act (ADA) compliant, and have the necessary local approvals to operate. The Charter School may  
521 not operate in the facility until the County Board has granted approval to do so. Section 1.4.O of  
522 this Agreement describes the pre-opening site visit process and requirements.
- 523 • At all times it is operational, the Charter School shall maintain on file, post as required, and furnish  
524 upon request, certification that its facility or facilities is/are located at a site or sites zoned and/or  
525 permitted for operation of a charter school (**grades operated by Charter School**) and has been  
526 cleared for use as a charter school by all appropriate local authorities (EC § 47610(d)). The facility  
527 shall meet all applicable fire marshal clearances, certificates of occupancy, signed building permit  
528 inspections, and approved zoning variances. The Charter School cannot exempt itself from  
529 applicable/local zoning or building code ordinances.
- 530 • If the Charter School seeks facilities from the district in which it intends to locate, or is located,  
531 under EC § 47614 (Proposition 39), it will follow applicable statute and regulations regarding  
532 timely submission of such a request to the district. LACOE will conduct a pre-opening site review  
533 to approve any facilities allocated to the school by the district.
- 534 • LACOE will conduct an annual facilities inspection to ensure the facility is adequate for the Charter  
535 School's needs, is safe, and complies with all applicable codes, laws, and ordinances. The school  
536 will be expected to make any required corrections identified by the facilities inspection team within  
537 a timeframe that is commensurate with the violation, or concern.

- 538 • Once open, a Charter School may change facilities only with prior approval of the County Board.
- 539 • Under ordinary circumstances, the Charter School shall provide LACOE not less than 60 days
- 540 notification of any change in facilities in order for LACOE to conduct a site visit prior to students
- 541 attending the new facilities. Under extraordinary circumstances, (e.g., a change of facilities
- 542 necessitated by fire or natural disaster), LACOE may waive the pre-opening site visit.

**SECTION 2: EDUCATIONAL PERFORMANCE**

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

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

	<b>State Priority</b>	<b>Description</b>
1	Basic Services	The degree to which teachers are appropriately assigned (EC § 44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (EC § 60119), and school facilities are maintained in good repair (EC § 17002(d)).
2	Implementation of Common Core State Standards	Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency
3	Parental Involvement	Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation
4	Student Achievement	Pupil achievement, as measured by all of the following, as applicable: a. CA Measurement of Academic Progress and Performance statewide assessment b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education c. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC) d. EL reclassification rate e. Percentage of pupils who have passed an AP exam with a score of 3 or higher f. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (EC § 99300 et seq.) or any subsequent assessment of college preparedness
5	Student Engagement	Pupil engagement, as measured by all of the following, as applicable: a. School attendance rates b. Chronic absenteeism rates c. Middle school dropout rates (EC § 52052.1(a)(3)) d. High school dropout rates e. High school graduation rates
6	School Climate	School climate, as measured by all of the following, as applicable: a. Pupil suspension rates b. Pupil expulsion rates c. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness
7	Course Access	The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated

	State Priority	Description
		students (classified as EL, FRPM- eligible, or foster youth; EC § 42238.02) and students with exceptional needs. “Broad course of study” includes the following, as applicable: Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (EC § 51210) Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (EC § 51220(a)-(i))
8	Other Student Outcomes	From the subject areas described above in “Course Access” (or #7), as applicable.

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

558 **2.2 Academic Performance**

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

563 It will be the responsibility of the Charter School to submit to the LACOE, in an accurate and timely  
 564 manner, the results of the academic performance of the students, biannually, using verified data as  
 565 defined in EC 47607.2(c)(1). The results shall be provided for both English Language Arts and  
 566 Mathematics, shall cover all grade levels served by the school, and shall be disaggregated for any  
 567 numerically significant student groups. Those results should provide the comparison of the students from  
 568 their baseline assessment to their mid-year and/or their end of year results.

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

571 This data must be submitted electronically in a format easily read by LACOE staff. In submitting  
 572 benchmark school specific data, the Charter School must address how the students are progressing  
 573 towards the measurable pupil outcomes written in the charter. Pursuant to EC 47604.3, the charter school  
 574 shall, upon request, provide LACOE with access to their verifiable data program.

575 **2.3 Educational Program**

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

- 578 • Scope and sequence for all subjects to be offered by the Charter School during the school year  
 579 and during any supplemental instruction offering.
- 580 • The complete educational program for students to be served during the first year and each  
 581 subsequent year of operation including, but not limited to:
  - 582 (1) A description of the curriculum and identification of the basic instructional materials to be  
 583 used.

- 584 (2) Plans for professional development for instructional personnel who will deliver the  
585 curriculum and use the instructional materials, including agendas, topics to be covered, and  
586 speakers.
- 587 (3) Results of interim/benchmark assessments used to evaluate student specific progress  
588 during the school year in addition to the results of the California Assessment of Student  
589 Progress and Performance (CAASPP) program in evaluation of student progress.
- 590 (4) If a high school, the University of California course descriptions submitted to UC Doorway  
591 (<http://www.ucop.edu/doorwav/>).
- 592 (5) The Charter School's annual calendar for the school year that includes the number of  
593 instructional days (minimum 175 days or as required by law), the annual instructional  
594 minutes, minimum or early release days, holidays, board recess days, and professional  
595 development days.
- 596 (6) Daily bell schedule for site-based programs that includes any passing time, breaks or  
597 recess, lunch breaks, before and after school activities.
- 598 (7) Designation of any nonclassroom-based instructional days.
- 599 (8) Sample student contracts, description of frequency of contact with teachers, pupil/teacher  
600 ratios, and description of how student work will be evaluated for time value for  
601 nonclassroom-based programs (if applicable).
- 602 (9) Initial and mid-term (as appropriate) Western Association of Schools and Colleges (WASC)  
603 accreditation self-study and visiting committee reports (if the school seeks such  
604 accreditation).
- 605 (10) The Charter School's Single Plan/Single School District Plan (if applicable).

#### 606 **2.4 Student Achievement Plan<sup>3</sup>**

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

- 611 • December 1 - Draft Student Achievement Plan
- 612 • February 1 - Final Student Achievement Plan

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

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

#### 624 **2.5 Annual Report**

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

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

- 628 • California Assessment of Student Performance and Progress (CAASPP) results both in aggregate  
629 and disaggregated by numerically significant subgroups.
- 630 • Progress made toward each of the educational goals and student outcomes identified in the  
631 charter (Measurable Pupil Outcomes).
- 632 • Evidence that the Charter School is systematically examining student data and using it to drive  
633 decisions regarding curriculum and instruction.
- 634 • Names and results of any additional verifiable internal assessments used by the Charter School.
- 635 • Plans to address areas identified as needing improvement by the Charter School.
- 636 • Evidence that the Charter School is financially sound based on certain criteria as indicated in  
637 Attachment B, Fiscal Oversight Requirements and Financial Reporting.
- 638 • Other relevant information as determined by LACOE or the County Board.

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

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

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

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

## 658 **2.6 Oral Report to the Los Angeles County Board of Education**

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

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

## 665 **2.7 Services for Students with Disabilities**

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

## 669 **2.8 Annual Assessment of Students**

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

## 674 **2.9 Independent Study**

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

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

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

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

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

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

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

## 701 **SECTION 3: FISCAL OPERATIONS**

### 702 **3.1 Funding**

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

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

### 711 **3.2 Fiscal Agent**

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

715 **3.3 Student Attendance Accounting and Reporting**

716 The Charter School shall use commercially available attendance accounting software that is compliant  
717 with CALPADS data collection requirements. Prior to opening, annually, and upon revision, the Charter  
718 School shall provide a copy of the Charter School's procedures for attendance accounting, with evidence  
719 of internal controls. Spreadsheets on Excel or other programs **shall not be accepted**. The Charter  
720 School shall submit a calendar of attendance months to LACOE no later than June 30, submitting it along  
721 with the school's bell schedules and instructional calendar. The structure of attendance months shall  
722 adhere to EC § 37201.

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

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

- 728 • Charter School Physical Location Report by April 10 or if it falls on a Saturday or Sunday, the first  
729 business day following April 10.
- 730 • Charter School Adjustments to CALPADS Data (as applicable) by April 10 or if it falls on a  
731 Saturday or Sunday, the first business day following April 10.
- 732 • First Principal Apportionment (P-1) (attendance for all full attendance months between July 1 and  
733 December 31) by January 4 or if it falls on a Saturday or Sunday, the first business day following  
734 January 4.
- 735 • Second Principal Apportionment (P-2) (attendance for all full attendance months between July 1  
736 and April 15) by April 20 or if it falls on a Saturday or Sunday, the first business day following April  
737 20.
- 738 • Annual Apportionment (attendance for the Charter School year) by July 5 or if it falls on a Saturday  
739 or Sunday, the first business day following July 5.
- 740 • Corrections to the second principal apportionment and annual principal apportionment reports  
741 shall be received by LACOE no later than September 15 or if it falls on a Saturday or Sunday, the  
742 first business day following September 15.

743 NOTE: It is critical that the above attendance reporting deadlines are met in an accurate and timely  
744 manner. If the School misses a reporting deadline or submits incomplete reports, it risks being excluded  
745 from that apportionment's certification and funding period. For example, if P-1 attendance data is not  
746 received in time for inclusion in the P-1 certification, the school ADA defaults to zero and no funds are  
747 paid for the P-1 funding period, February through May. Any subsequent attendance report corrections  
748 shall include a narrative justification for the corrections made.

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

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

756 **3.4 Revenue and Expenditure Reporting**

757 The Charter School is required by EC § 47604.33 to submit periodic reports of revenues, expenditures,  
758 and reserves. The Charter School shall submit to LACOE monthly statement of cash flows, copies of  
759 bank statements, General Ledger, Revenue and Expenditure Summary, Statement of Financial Position,  
760 Statement of Fund Balance, Year-to-date Budget to Actual Statement and notes to financial statements

761 in accordance with Attachment B, Fiscal Oversight Requirements and Financial Reporting. As part of the  
762 continuous oversight, LACOE shall make a periodic assessment of the charter's fiscal condition.

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

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

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

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

### 778 **3.5 Annual Audit**

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

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

786 In accordance with EC § 41020, by **December 15** of each year, the Charter School shall submit an annual  
787 independent financial audit to the State Controller's Office (SCO), LACOE, and the CDE. The audit shall  
788 be conducted by an auditor from the list approved by the SCO and mutually agreeable to LACOE and  
789 the Charter School. If any findings or exceptions are identified in the annual audit, the Charter School  
790 shall implement corrective action plans in a timely manner. ***Continuing or unresolved prior year  
791 findings or deficiencies shall have negative impact on the Charter School's renewal request.***

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

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

- 797 • Contemporaneous records of attendance
- 798 • Annual instructional minutes
- 799 • Documentation related to non-classroom-based instruction
- 800 • Determination of funding for nonclassroom-based instruction as per EC § 47634.2

### 801 **3.6 Oversight Fees**

802 The Charter School shall be charged an oversight fee not to exceed one (1) percent of the LCFF Base  
803 Grant, Supplemental Grant and Concentration Grant received by the Charter School in accordance with  
804 EC § 47613 and used to offset consultant and administrative costs required for comprehensive  
805 oversight, which includes but is not limited to the following categories:

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

820 The oversight fee shall be based on the LCFF Base Grant, Supplemental Grant and Concentration Grant  
821 funding provided to the Charter School at the Second Principal Apportionment (P-2). Failure to remand  
822 oversight fees shall incur interest fees and LACOE may withhold or charge apportionment to recoup fees  
823 owed.

824 **3.7 State Teachers Retirement System (STRS)/Public Employees Retirement System (PERS)**  
825 **Reporting**

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

832 **SECTION 4: FULFILLING CHARTER TERMS**

833 **4.1 Material Revision to Charter**

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

- 837 • Substantial changes to the educational program (including the addition or deletion of an  
838 educational program), mission, or vision.
- 839 • Changing to or adding a nonclassroom-based program.
- 840 • Proposed changes in enrollment that increases by more than 20 percent of the enrollment  
841 originally projected in the charter petition in any given year or a change that could significantly  
842 impact the academic or financial sustainability of the School.
- 843 • Addition or deletion of grades or grade levels to be served.

- 844 • Changes to location of facilities or lease agreements for the Charter School sites, resource  
845 centers, meeting space, or other satellite facility including the opening of a new facility; temporary  
846 locations rented for annual student testing purposes shall be exempted from this provision.
- 847 • Changing admissions requirements and procedures.
- 848 • Governance structure, including but not limited to: changes in number of board members, method  
849 by which new board members are selected, and/or changes in majority/quorum or other  
850 provisions relating to resolution approval.

851 Entering into or revising a contract with an EMO/CMO. **4.2 State Assessments**

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

- 856 • Smarter Balanced Assessments
- 857 • California Standards Tests (select tests/grades)
- 858 • Physical Fitness Test
- 859 • California English Language Development Test / English Language Proficiency Assessments for  
860 California
- 861 • California Alternate Assessments

862 **4.3 Site Visits**

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

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

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

884 **4.4 Renewals**

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

888 In the case of a countywide charter, the elements of the renewal petition shall comply with EC § 47605.6.  
889 The Charter School shall submit its renewal petition for the next charter term along with a copy of the  
890 most recent Annual Report and Student Achievement Plan (if applicable) to LACOE. The renewal petition  
891 may be submitted no earlier than the date CDE releases the schools' academic performance data for the  
892 school year prior to the last year of the term of the charter and no later than January 31 of the last year  
893 of the term of the charter except as provided for under County Board Policy.

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

#### 899 **4.5 Notice of Violation, Opportunity to Remedy, and Revocation**

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

#### 902 **4.6 Closure Procedures**

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

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

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

923 If the Charter School is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or  
924 revocation), LACOE shall serve written notice on the Charter School that closure procedures have been  
925 invoked. No later than 10 days after receiving that notice, the Charter School will meet with LACOE to  
926 plan for the orderly closing of the Charter School following procedures noted within the petition as well  
927 as those within Appendix E. Individuals present at that meeting shall include the individual the Charter  
928 School identified as responsible for closure, a member of the Charter School's governing board and  
929 LACOE staff that will work with the Charter School to complete all close out activities.

930 The Charter School expressly acknowledges the right of LACOE, on behalf of the County Superintendent  
931 of Schools to take immediate and direct control of all of the Charter School's student and business records  
932 at any time after LACOE gives written notice that it is invoking closure procedures.

933 If the Charter School closes without a designated entity, or the designated entity no longer exists, for the  
934 transfer of assets, LACOE becomes the designated entity for the transfer of assets.

935 **SECTION 5: REQUIRED DISCLOSURES**

936 The preliminary or final written results of any investigation of **the Charter School** will be provided as soon  
937 as possible, (within 48 hours of receipt), to the LACOE Charter School Office for its review. This includes,  
938 but is not limited to, any Notices of Violation or Orders to Comply from any federal, state or local agency.  
939 LACOE will determine whether the violation constitutes grounds for revocation under Education Code  
940 47607(c)(1).

941 The notice of any litigation or pending litigation in which the school is involved, the subject of litigation,  
942 the nature of the dispute, and the potential liability, if any, to LACOE will be provided as soon as possible,  
943 (within 5 business days of receipt), to the LACOE Charter School Office.

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

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

951 The Charter School will provide advance notification of changes to the school's bylaws.

952 **SECTION 6: NONDISCRIMINATION**

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

959 **SECTION 7: SEVERABILITY**

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

963 **SECTION 8: NON-ASSIGNMENT**

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

966 **SECTION 9: WAIVER**

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

971 **SECTION 10: NOTIFICATION**

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

To LACOE:

Business Services  
C/O Patricia Smith  
Chief Financial Officer  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, CA 90242

or Charter School Office  
C/O Indra Ciccarelli  
Director II  
Los Angeles County Office of Education  
9300 Imperial Highway  
Downey, CA 90242

To the Charter School:

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

To the Charter School governing board:

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

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

\_\_\_\_\_  
Date Print Sign  
Authorized School Representative, Name of Charter School

\_\_\_\_\_  
Date Print Sign  
Authorized Board Representative, Name of Charter School

\_\_\_\_\_  
Date Patricia Smith, Chief Financial Officer  
Business and Finance  
Los Angeles County Office of Education

## **Attachment A: Student Achievement Plan Guidelines**

### **I. Overview**

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

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

### **II. Required Components of the Student Achievement Plan**

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

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

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

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

In accordance with AB 97, prior to July 1, 2015, these guidelines may be amended to reflect EC § 47605.5 and the implementing Regulations.

## **Attachment B: Fiscal Oversight Requirements and Financial Reporting**

LACOE shall determine fiscal soundness of the Charter School by reviewing and analyzing the financial reports and documents provided by the Charter School. This determination shall be made each month and LACOE shall notify the Charter School in writing of any concerns it may have regarding the financial stability of the Charter School.

If the Charter School is in its first year of operation and will begin instruction by September 30, or if the Charter School is significantly expanding, the school may receive a special advance and/or allocation on their funding for certain state and federal categorical programs. The special advance and/or allocation are based on estimates of the school's upcoming enrollment, average daily attendance and/or pupil demographic data. These data estimates are submitted in the Pupil Estimates for New or Significantly Expanding Charters (PENSEC) report. This report should be submitted online on the CDE website with the original report submitted to LACOE, no later than the last day of July of that same year.

LACOE requires that the charter school shall make available for the authorizer's review any revisions in revenue and expenditures that it has made to its budget, not later than 45 days after the Governor signs the annual Budget Act, to reflect the funding made available by that Budget Act. This is pursuant to Education Code § 42127(i)(4).

In addition to the above, by the fifteen of each month the Charter School and/or CMO/EMO shall provide the following reports and documents with full disclosure of transactions to the Business Advisory Services Division for the prior month:

1. Monthly bank statements
2. Monthly bank reconciliations
3. Monthly general ledger
4. Statement of revenue and expenditures (month-to-date/year-to-date for actuals and budget and comparisons)
5. Statement of financial position
6. Year to date budget to actual statement
7. Notes to financial statements
8. General Ledger (excel or compatible spreadsheet)
9. Schedule of Debts/Liabilities with dates of the origin of the debt, cost of borrowing, and repayment plan with timelines
10. Monthly Cash Flow Projections - submit on quarterly basis by the 15<sup>th</sup> day after the end of each quarter
11. Quarterly Consolidated Financial Report(s) – for organization that have more than one charter school or operating under a CMO/EMO structure.
12. Shared cost allocation plan, along with established methodology for cost shared between the Charter schools, CMO/EMO, and other organizations.

Beginning with the 2012–13 school-year, the Charter School will receive general purpose state aid funding pursuant to Proposition 30, known as the Education Protection Account (EPA). To be compliant with the requirements of Proposition 30, the school must:

1. The Charter School's governing board must meet to make spending determinations for the funds at an open public meeting.
2. Report the amount of funds received and how the funds will be/were spent.

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

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

Annual Submission Timeline and Due Dates

(Provided as a separate file)

**Attachment D**

Action of the County Board to Authorize the Charter School

(Provided as a separate file)

Request for Taxpayer Identification Number and Certification

(Provided as a separate file)

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

**Closure Procedures:** A charter school may close voluntarily, or through non-renewal or revocation. The procedures for charter school closure are guided by California Education Code (EC) sections [47604.32](#), [47605](#), [47605.6](#), and [47607](#) as well as the California Code of Regulations, Title 5 (5 CCR), sections [11962](#) and [11962.1](#). A charter school that is closing must designate a responsible entity to conduct closure activities and identify how these activities will be funded. The procedures outlined below are based on Charter School Closures (Revised July 14, 2023 – which is subject to change and this checklist may be adjusted to align itself with the state’s guidance) as posted on the California Department of Education website (<https://www.cde.ca.gov/sp/ch/csclosuresrules.asp>). References to “Charter School” apply to the charter school’s nonprofit corporation and/or governing board.

*\*The procedures presented below are not meant to be all inclusive but are suggestions that represent best practices and compliance with LACOE and state requirements. Check with your Legal and Financial Consultants to ensure that all closing procedures are met and completed in accordance with the CDE, Corporate Law, your Charter Petition, and any other requirements.*

### General Information

School Name	
CDS Code	
State Charter Number	
Type of Closure	
Date of Board Resolution Approving Closure Action	
Anticipated/Actual School Closure Date	
Grade Levels Served	

### Charter School Designee

Name & Title of Designee	
Phone Number (active after closure)	
Email Address (active after closure)	
Charter Board Member Designee	
Phone Number (active after closure)	
Email Address (active after closure)	

### Student Records Designee & Location at Charter School

Name of Designee & Title	
Phone Number	
Email Address	
Last Day for Students/Educ. Rights Holders to Request Records from School	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

Item	Description	Due Date/To Whom	Responsible Party	Completion Date	Notes
<b>Invoking Closure Procedure</b>					
<b>1</b>	<p>When revocation, non-renewal, or appeal proceedings have been exhausted, LACOE shall provide the Charter School with written notification by certified mail/courier service, of the closure action.</p> <p>In the case of voluntary surrender of a charter, the Charter School Board shall, <b>within three (3) business days</b> of the decision to close, provide <a href="#">LACOE Charter School Office (CSO)</a> with written notification by registered mail that closure procedures have been invoked.</p> <p>In both instances, the dated notice shall be referred to as the “Closure Action.” The Closure Action date is (Date completed: 0/0/2025)</p> <p>The Charter School shall post, in public view at each site and on the school’s website, a copy of the Closure Action upon receipt/issuance whether it originates with LACOE or the Charter School.</p>	<p>Due to <a href="#">LACOE CSO</a> by 0/0/2025</p>	<p><a href="#">LACOE CSO</a></p> <p>Charter School</p> <p>Charter School</p>	<p>0/0/2025</p> <p>Date of Post 0/0/2025</p>	
<b>2</b>	At all times, the Charter School shall grant <a href="#">LACOE CSO</a> , <a href="#">Business Advisory Services (BAS)</a> , and any other LACOE departments/units immediate access to, inspection of, and the ability to copy school records, including, but not limited to, financial and attendance records, upon LACOE’s request.	Ongoing	Charter School	Ongoing	
<b>Immediate Actions</b>					
<b>3</b>	<p><a href="#">LACOE CSO</a> shall, upon Closure Action, immediately notify the California Department of Education (CDE). The notice will include (but not be limited to):</p> <ul style="list-style-type: none"> <li>• Charter School name, charter number, CDS Code</li> <li>• Reason for closure (revocation, non-renewal, other)</li> <li>• Effective date of closure</li> <li>• Description of the circumstances (reason) for the closure</li> <li>• Location of student and personnel records</li> </ul>	<p><a href="#">LACOE CSO</a> will send out by 0/0/2025</p>	<a href="#">LACOE CSO</a>	0/0/2025	
<b>4</b>	The Charter School shall <b>within two (2) business days</b> of the Closure Action, <u>provide <a href="#">LACOE CSO</a></u> the location of all student and business records. No student or business	Due to <a href="#">LACOE</a>	Charter School	0/0/2025	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

	records shall be disposed of, moved, or duplicated without the express written consent of the <a href="#">LACOE CSO</a> , except that student records may be copied for students' families or for the purpose of sending them to a receiving school. A record must be kept of all files copied and/or sent; the record must be provided to LACOE. The Charter School shall immediately ensure that all student and business records are organized, current, accurate, and maintained in a secure location.	<a href="#">CSO</a> by 0/0/2025			
5	The Charter School shall, <b>within two (2) business days</b> of the Closure Action, <a href="#">provide LACOE CSO</a> with the name, address, and contact information of the individual designated as the primary contact for all closeout activities of the school, and the charter board-approved resolution appointing this person as the primary contact.  LACOE's single point contact is <b>[COORDINATOR NAME]</b> . [She/He] can be reached via email at <b>[EMAIL ADDRESS]</b> and by phone at <b>562-922-8806</b> .	Due to <a href="#">LACOE CSO</a> by 0/0/2025	Charter School	0/0/2025	
6	The Charter School primary contact and a member of the Charter School's governing board shall meet with the LACOE Superintendent or designee <b>within five (5) business days</b> of the Closure Action to review the orderly closing of the Charter School. At this meeting: <ul style="list-style-type: none"> <li>• The Charter School shall provide <a href="#">LACOE CSO</a> with a complete and accurate roster of all students enrolled in the Charter School including: <ul style="list-style-type: none"> <li>○ Student names</li> <li>○ Parent(s)/guardian(s) names, addresses, phone numbers</li> <li>○ Grade levels and grades completed</li> <li>○ Each student's district of residence</li> </ul> </li> </ul> <p><a href="#">LACOE CSO</a> will determine the date and time when <a href="#">LACOE CSO</a> will retrieve all pupil cumulative records, including, but not limited to, specific information on completed courses, credit or grade levels, report cards, Individualized Education Programs (IEPs), discipline records, and immunization records. High school charter schools will include verification of all UC/CSU approved courses, as well as all curriculum and standard syllabi, instructional materials, and one textbook for each subject.</p> <p>The date of this meeting shall be referred to as the "Closure Meeting." The Closure Meeting date is 0/0/2025.</p>	Due to <a href="#">LACOE CSO</a> by 0/0/2025	Charter School	0/0/2025	DATE and TIME of retrieval of pupil records 0/0/2025

### Students, Families, and other Educational Partners

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

<b>7</b>	<p>The Charter School shall, <b>within five (5) business days</b> of the Closure Action, <u>submit to LACOE CSO</u> for approval a draft of a notification letter* to parent(s)/guardian(s). The letter shall include:</p> <ul style="list-style-type: none"> <li>• Reason for closure</li> <li>• Date of closure</li> <li>• Process for the transfer of student records</li> <li>• Current list of local public and Charter Schools</li> <li>• Name(s) and contact information of the Charter School personnel to whom inquiries may be made</li> <li>• The manner in which parent(s)/guardian(s) may obtain copies of pupils' cumulative records, including but not limited to, specific information on completed courses, credits or grade level, report cards, IEPs, discipline records, immunization records</li> <li>• List of public schools in the districts of residence of Charter School students</li> </ul> <p>*Upon <u>LACOE's CSO</u> approval, the Charter School shall mail the letter to parent(s)/guardian(s) <b>within three (3) business days</b>. The Charter School shall ensure that the letter is translated, if applicable</p>	<p>Due to <u>LACOE CSO</u> 0/0/2025</p> <p>Mailed to Parent(s)/Guardian(s) within 3 days of LACOE approval</p>	Charter School	0/0/2025	
<b>8</b>	<p>The Charter School shall, <b>within five (5) business days</b> of the Closure Action, draft a notification letter* to the districts of residence for all its students and <u>submit to LACOE CSO</u> for approval; the letter will include the date of closure and the Charter School personnel to whom requests for records can be made.</p> <p>*Upon approval by LACOE, the Charter School will mail the letter to the districts within <b>three (3) business days</b>.</p>	<p>Due to <u>LACOE CSO</u> 0/0/2025</p> <p>Mailed to Districts within 3 days of LACOE approval</p>	Charter School	0/0/2025	
<b>9</b>	<p>The Charter School, if a Local Education Agency (LEA) in a Special Education Local Plan Area (SELPA), shall <b>within five (5) business days</b> of the Closure Action, <u>notify</u> the SELPA of the Closure Action and complete all documentation necessary to comply with requirements of the SELPA for transferring and storing copies of student records. The Charter School shall <u>provide LACOE CSO</u> with a copy of the notification.</p>	<p>Due to <u>LACOE CSO</u> 0/0/2025</p>	Charter School	0/0/2025	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

	<ul style="list-style-type: none"> <li>If the last date of instruction is ten (10) or more days from the Closure Action, the Charter School must mail parent(s)/guardian(s) copies of their child's current IEP within five (5) business days of the last date of instruction.</li> <li>If the last date of instruction is less than ten (10) days from the Closure Action, the Charter School shall mail copies of all student IEPs to the SELPA within 10 days of the Closure Action.</li> </ul>				
10	The Charter School shall, within <b>five (5) business days</b> of the Closure Action, notify all contractors (e.g., charter management organization, education management organization, food service provider, instructional service provider, or transportation service provider) of the school's closure. The Charter School shall terminate all existing leases, service agreements, and other contracts as part of the school's closeout process. Leases, service agreements and contracts should be terminated in a cost-effective manner in order to minimize expenses. LACOE CSO shall be <u>copied</u> on all correspondence.	Due to LACOE CSO 0/0/2025	Charter School	0/0/2025	
11	The Charter School shall, within <b>five (5) business days</b> of the Closure Action, provide written notification to the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), or other retirement benefit administration systems, and follow their procedures for dissolving contracts and reporting. LACOE CSO shall be <u>copied</u> on all correspondence.	Due to LACOE CSO 0/0/2025	Charter School	0/0/2025	
12	The Charter School shall, within <b>five (5) business days</b> of the Closure Action, notify all faculty and staff of the school's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after the school closes. LACOE CSO shall be <u>copied</u> on all correspondence.	Due to LACOE CSO 0/0/2025	Charter School	0/0/2025	
13	The Charter School shall notify the CDE CALPADS office <b>within fourteen (14) days</b> of the closure action and comply with any requirements of that office. The Charter School shall <u>provide</u> LACOE CSO a copy of this notification.	Due to LACOE CSO 0/0/2025	Charter School	0/0/2025	
14	The Charter School shall respond <b>within seven (7) days</b> to inquiries from students and their families and from the media regarding the school's closure, the disposition of student and business records, and the alternative placements available.	Ongoing	Charter School and LACOE CSO	Ongoing	
15	LACOE CSO shall respond promptly to inquiries from students, their families, Charter School faculty and staff, the community/public, and the media.		LACOE CSO		

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

16	Provided that <a href="#">LACOE CSO</a> has possession of pupil records, <a href="#">LACOE CSO</a> shall, <b>within five (5) business days</b> , respond to parent(s)/guardian(s) written requests for a copy of their child’s cumulative file, ensuring that the documents are given to the parent(s)/guardian(s) identified as having legal custody/guardianship of the student with regard to educational placement.		<a href="#">LACOE CSO</a>		
17	<a href="#">LACOE CSO</a> shall, <b>within ten (10) business days</b> , respond to requests for the transfer of students’ cumulative files to other public or private schools in which students enroll.		<a href="#">LACOE CSO</a>		
18	If the Charter School continues instruction to the end of the current academic year, it shall issue report cards <b>within five (5) business days</b> of the last date of instruction.	Due to <a href="#">LACOE CSO</a> 0/0/2025	Charter School	0/0/2025	
<b>Enrollment and Attendance</b>					
19	The Charter School shall, <b>within fourteen (14) days of the Closure Action</b> , <u>submit to <a href="#">LACOE CSO</a></u> an updated list of students (names, addresses, and phone numbers) in each grade level and the classes that they completed. The list shall identify each student’s district of residence and include a notation of where the student’s records have been transferred.	Due to <a href="#">LACOE CSO</a> 0/0/2024	Charter School	0/0/2025	
20	<p>20a. The Charter School shall, <b>within five (5) business days</b> of the last date of instruction, submit an enrollment update to the CDE California School Information Services (CSIS) Program and provide a copy to <a href="#">LACOE CSO</a>.</p> <p>20b. The Charter School shall, <b>within twenty (20) business days</b> of the last date of instruction, provide <a href="#">LACOE’s Accounting and Budget Development (ABD)</a>, <a href="#">Pupil Attendance &amp; Accounting unit (PAAC)</a> with the final monthly student attendance registers (signed by teachers and certified by the designated administrator); all teacher contemporaneous records (daily class lists/rosters); and all absence logs, sign-in/out sheets and other supporting documentation for attendance accounting.</p> <p>20c. The Charter School shall provide closing State Attendance Report (SAR) with original signatures as well as the electronic file on a flash drive either hand-delivered or certified/return receipt mail to <a href="#">LACOE ABD, Pupil Attendance &amp; Accounting unit</a>, <b>within ten (10) business days</b> of the above.</p>	<p>Due to CDE and copy to <a href="#">LACOE CSO</a> 0/0/2024</p> <p>Due to <a href="#">LACOE ABD/PAAC</a> 0/0/2025</p> <p>Due to <a href="#">LACOE ABD/PAAC</a> 0/0/2025</p>	<p>Charter School</p> <p>Charter School</p> <p>Charter School</p>	<p>0/0/2025</p> <p>0/0/2025</p> <p>0/0/2025</p>	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

### Ongoing Activities

<b>21</b>	The Charter School must maintain the same insurance coverage for the period following the dissolution and winding up of the corporation or entity.	Ongoing	Charter School		
<b>22</b>	<p>The Charter School shall continue to protect assets against misappropriation, theft, and deterioration.</p> <p>Insurance coverage must be maintained until assets are properly disposed of in accordance with the distribution plan.</p> <p>All materials/inventory purchased with federal dollars and subject to federal restrictions must be disposed of in accordance with applicable federal law.</p> <p>No assets may be liquidated, disposed of, moved, or transferred in accordance with this proposed plan until LACOE has been notified and the final closure audit has been concluded.</p>	Ongoing	Charter School		
<b>23</b>	The Charter School shall, <b>within ten (10) business days</b> of the Closure Action, in writing <u>notify</u> LACOE CSO of all pending lawsuits or legal claims to which the school is a party. The Charter School shall immediately notify LACOE CSO if litigation or claims are filed thereafter until the school is formally dissolved. LACOE BAS shall be <u>copied</u> on all correspondences.	Due to CSO 0/0/2025	Charter School	0/0/2025	

### Finance and Business Closing Procedures

<b>24</b>	The Charter School shall, <b>within ten (10) business days</b> of the Closure Action, produce for LACOE BAS a comprehensive list of copies of all existing leases, service agreements, and other contracts. LACOE BAS shall be <u>copied</u> on all correspondences with identified contractors.	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
<b>25</b>	The Charter School shall, <b>within ten (10) business days</b> of the Closure Action, notify all funding sources (including charitable partners) of the school's closure. LACOE BAS shall be <u>copied</u> on all correspondences.	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
<b>26</b>	The Charter School shall, <b>within ten (10) business days</b> of the Closure Action, prepare and <u>submit to</u> LACOE BAS a comprehensive inventory of all assets.	Due to LACOE	Charter School	0/0/2025	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

		BAS 0/0/2025			
27	<p>The Charter School shall, <b>within ten (10) business days</b> of the Closure Action, provide the LACOE BAS with a closeout budget that includes the following:</p> <p>27a. A description of current and outstanding projected payroll and payroll benefits commitments through closure, including a list of each employee and their job duties.</p> <p>27b. A projection of the funds necessary to complete all administrative closure-related tasks.</p> <p>27c. Prepare and submit to LACOE BAS a comprehensive list of all creditors and debtors.</p>	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
28	<p>The Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate. Submit a final expenditure report for all grants to the granting agency <b>within twenty (20) business days</b> from the last date of instruction. Federal grants must be closed out, including filing the required Final Expenditure Report and Final Performance Reports. Federal Forms 269 and 269a may apply if the school was receiving funds directly from the U.S. Department of Education. LACOE BAS shall be copied on all correspondence.</p>	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
29	<p>The Charter School shall, <b>within twenty (20) business days</b> of the Closure Action and monthly until dissolution, <u>submit to</u> LACOE BAS monthly accounts payable along with detailed payment schedules.</p> <p>The Charter School will submit any required year-end financial reports (i.e., Unaudited Actuals, Audit Report) to the CDE and LACOE BAS in the form and time frame required.</p>	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
30	<p>The Charter School shall, <b>within twenty (20) business days</b> from the Closure Action, prepare and <u>submit to</u> LACOE BAS a proposed plan and timeline for the disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with the law, payment of any and all liabilities and the disbursement of any remaining assets of the school and liquidation of assets to pay off any and all outstanding liabilities.</p>	Due to LACOE BAS 0/0/2025	Charter School	0/0/2025	
31	<p>The Charter School shall arrange for a final closure audit <b>no more than 120 calendar days</b> from the last date of instruction; the cost of the audit will be considered a liability of the Charter School. This audit may coincide with the regular required annual audit.</p>	Due to LACOE	Charter School	0/0/2025	

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	<p>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. The independent auditor will conduct a final audit of the Charter School, including but not limited to the following task(s):</p> <ul style="list-style-type: none"> <li>• An accounting of all financial assets, including cash and accounts receivable, and an inventory of property, equipment, and other items of material value.</li> <li>• An accounting of the liabilities, including accounts payable and any reductions in apportionments due to audit findings or other investigations, loans, and unpaid staff compensation.</li> <li>• An assessment of the disposition of net assets, including all unrestricted and restricted funds received by or due to the Charter School.</li> <li>• Verification of school's comprehensive list of creditors and debtors</li> <li>• <u>Provide LACOE BAS</u> with a copy of the audit contract <b>within ten (10) business days</b> upon execution.</li> </ul>	BAS 0/0/2025			
32	<p>The Charter School shall, <b>within ten (10) business days</b> following the audit report issuance date, <u>submit</u> a corrective action plan with an implementation timeline to address all audit findings and submit the plan to <u>LACOE BAS</u>.</p>	Due to <u>LACOE BAS</u> 0/0/2025	Charter School	0/0/2025	
33	<p>On the dissolution date, the Charter School shall perform <b>all</b> of the following on behalf of the faculty and staff:</p> <ul style="list-style-type: none"> <li>• File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines;</li> <li>• File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63);</li> <li>• Make final federal tax payments (employee taxes, etc.);</li> <li>• File the final withholding tax return (Treasury Form 941 and State Form DE6);</li> <li>• File the final return with the IRS (Form 990 and Schedule).</li> </ul> <p>The Charter School will submit any required year-end financial reports to the CDE and <u>LACOE BAS</u> in the form and time frame required and provide copies of all items above to the <u>LACOE BAS</u> <b>within twenty (20) business days</b> of the dissolution date.</p>	Due to <u>LACOE BAS</u> 0/0/2025 Ongoing	Charter School	0/0/2025	
<b>Faculty and Staff</b>					
34	<p>The Charter School shall, <b>within thirty (30) calendar days</b> of the Closure Action, <u>submit</u> to <u>LACOE CSO</u> a written accounting of all its current and former faculty and staff with verification of each individual's dates of employment with the Charter School up to,</p>	Due to <u>LACOE</u>	Charter School	0/0/2025	

# Los Angeles County Office of Education

## Attachment E: Charter School Closure Procedures Checklist\*

	<p>and including, the individual's last day of service. Copies of the verification shall include verification letters, personnel files for all employees and documentation of sick leave balances as of the end of employment. The Charter School shall <u>provide</u> <a href="#">LACOE CSO</a> with a copy of letters and an Excel spreadsheet containing all pertinent information.</p>	<p style="text-align: center;"><a href="#">CSO</a> 0/0/2025</p>			
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